



U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety Administration**

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

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



Central Zone
Oil Spill Response Plan



Developed by:



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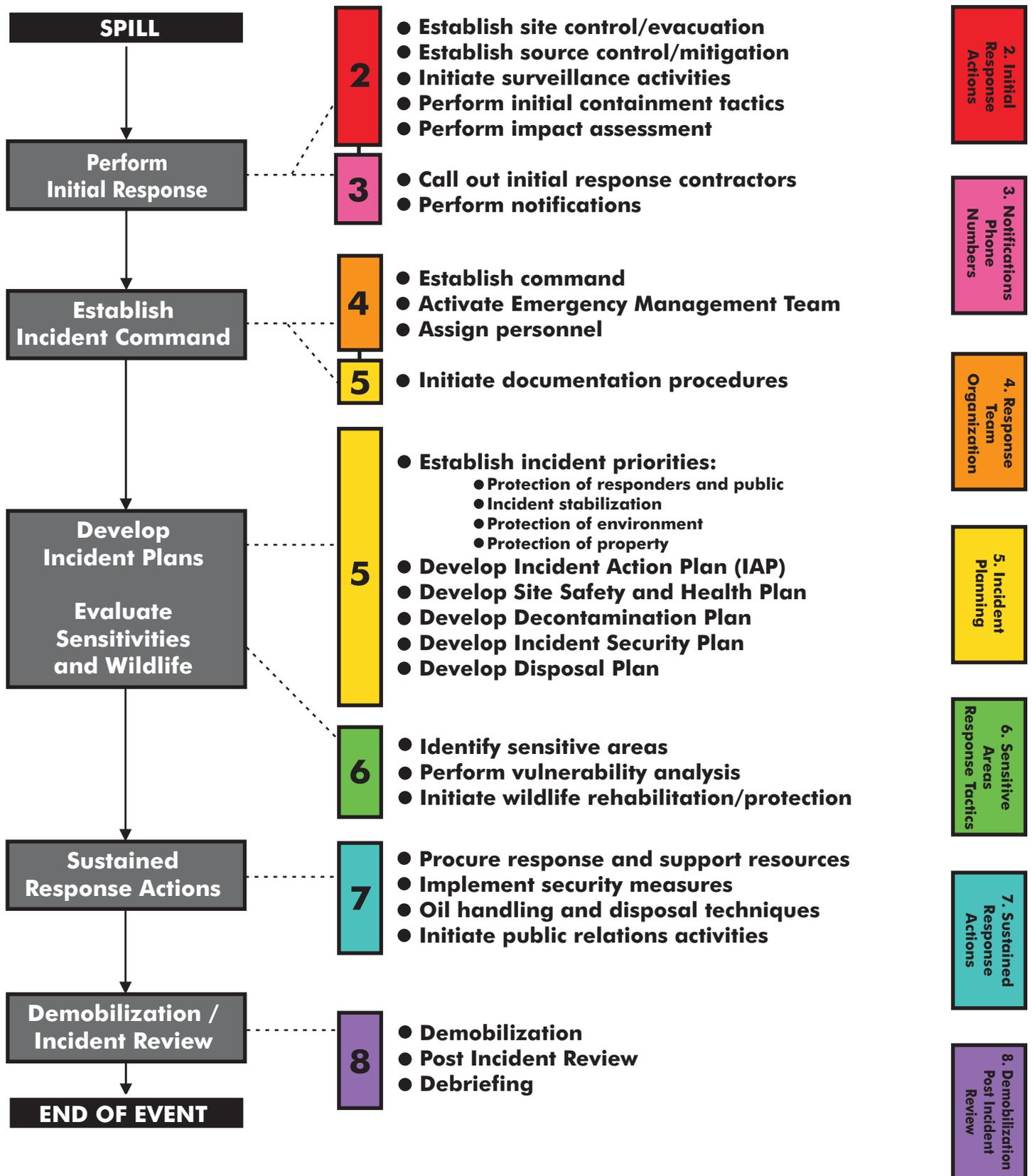


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Oil Spill Response Plan

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Response Procedures Flow Chart



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

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1/22/2010	Section 3 Figure 3.1-5 and ERAP Figure 3-4	
1/26/2010	Section 1 Figure 1-4 / noted that Breakout tank is currently out of service.	
2/23/2010	Appendix D.10 and Figure D.10-1	
3/30/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3	
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3/30/2010	Section 3 Figure 3.1-4	
3/31/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3	
4/27/2010	Section 1 Figure 1-4; removed text that tank 28016 was out of service.	

4/30/2010	Section 3 Figure 3.1-4	
4/30/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3	
5/11/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3 deleted Darrin Kyle Foreman	
5/28/2010	Section 3 Figure 3.1-5 and ERAP Figure 3-5	
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7/7/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3	
7/7/2010	Section 3 Figure 3.1-4, ERAP Figure 3-3	
8/25/2010	Section 1 Figure 1-4 Updated Refugios Evac Plan, & added an Evac plan for San Patricio	
9/20/2010	Section 3 Figure 3.1-4 Updated Rick Garcia from "In-Training" to a response time	
9/20/2010	Section 3 Figure 3.1-4	
9/22/2010	Section 1 Figure 1-4 Updated Refugio Station Plot Plan and Drainage Plan	
9/23/2010	Section 3 Figure 3.1-4 Removed David Martin and Miley Mundwiler from the internal contact list	
10/8/2010	Section 3 Figure 3.1-4 Changed John Beacom from "In-Training" to Response time	
10/8/2010	Section 3 Figure 3.1-4 Added: Austin, Bastrop, Ingleside, & SA to neighboring facilities	
11/22/2010	Section 1 Figure 1-2 Added the Ingleside to Clarkwood Jct line in the line sections	
11/30/2010	Section 3 Figure 3.1-4 Added Brady Horton as in Training	
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1/12/2011	Section 3 Figure 3.1-4 Moved Allan Fox from "In-Training" to a response time	
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1/12/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
2/8/2011	Section 3.1; Change of Communicator System # and PIN's.	
3/14/2011	Section 1 Figure 1-4; added New Refugio Emergency Evacuation and Fire Equipment Location Map as per work-order PL196694	
3/22/2011	Section 3 Figure 3.1-4 Changed Christina Ortiz's role	

3/23/2011	Section 3.1	
4/6/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	

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7/12/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
7/12/2011	Section 1 Figure 1-4	
7/13/2011	Section 1 Figure 1-4	
7/14/2011	Section 1 Figure 1-2; changed the Pipeline length for 60506010 (Refugio to Ingleside) to reflect the new 5 miles added to the pipeline.	
7/19/2011	Section 6.6 and ERAP Section 10.0	
7/19/2011	Section 6.6 and ERAP Section 10.0	
7/26/2011	Section 1 Figure 1-4	
7/28/2011	Section 1 Figure 1-4	
8/23/2011	Figure 14	
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8/29/2011	Figure 14	
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9/8/2011	Section 3 Figure 3.1-4	
9/8/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
9/13/2011	Section 3 Figure 3.1-4	
9/13/2011	Section 1 Figure 1-2, removed the Nitrogen Line based on the sale to Air Liquide.	
9/13/2011	Section 1 Figure 1-2; As per Work-order pl198332 revised Line list as per work-order PL198336 which revised the	

	O&M Pipeline List. Deleted Pipelin Segment 60544010 as shown in the O&M.	
9/15/2011	Section 1 Figure 1-4	
9/23/2011	Section 1 Figure 1-4	
9/29/2011	Section 3 Figure 3.1-4	
9/29/2011	Section 3 Figure 3.1-4	
10/4/2011	Section 3 Figure 3.1-4 Removed R. Ratto as part of seperation MOC CRO	
10/4/2011	Section 3 Figure 3.1-4	
10/24/2011	Section 3 Figure 3.1-4	
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10/28/2011	Figure B.1-1, Figure B.1-2, and Figure B.1-3	

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11/4/2011	Section 1 Figure 1-4; GLugo - Information addition to Helena Station.	
11/7/2011	Section 3 Figure 3.1-5, ERAP Figure 3-3	
11/7/2011	Section 1 Figure 1-4, added Evacuation and Drainage Maps to Helena Station	
11/18/2011	Section 1 Figure 1-4	
11/21/2011	Section 1 Figure 1-4	
11/30/2011	Section 1 Figure 1-4	
11/30/2011	Section 1 Figure 1-4; Helena Station is to be commissioned December 1, 2011. Addition of the station will be consider Significant Change Catagory starting 12/1/2011.	
12/14/2011	Section 1 Figure 1-2	
12/14/2011	Section 1 Figure 1-4; added final information to plan for Helena Station	
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12/14/2011	Section 1.1	
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12/16/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
12/19/2011	Section 3 Figure 3.1-4; Removed Kevin Swaner from QI List; Significant change category.	
12/19/2011	Section 3 Figure 3.1-4: Added Benny Rodriguez, Tim Woodruff, Wayne Brandl and Jeff Gordon as QI's. PHMSA Significant Change category.	
12/19/2011	Section 3 Figure 3.1-4, Removed Kevin Robinsion as QI, PHMSA Significant change category.	
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12/20/2011	Section 1 Figure 1-2; added Helena to Tomlinson 16" pipeline which was commission on December 19, 2011 (significant change category).	
12/20/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
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12/20/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
12/21/2011	Section 1 Figure 1-2 and Section 6; added Schendel Gathering to Plan (Line List, Sensitivity Maps and Zone Overview Maps). Significant Change Category.	
12/27/2011	Section 6.10; added Areas of Concern for the Schendel Gathering.	
12/29/2011	Section 1 Figure 1-4 added SA Pump Station (CRO)	
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4/24/2012	Section 1 Figure 1-4	
5/4/2012	Section 1 Figure 1-4; added Helena maps based on Maximo work order pl252822, 8-in jumper	
5/22/2012	Section 3 Figure 3.1-4; added Pete Mata as in training.	
5/29/2012	Section 1 Figure 1-3	
5/29/2012	Section 1 Figure 1-3	
5/29/2012	Section 1 Figure 1-3	
5/30/2012	Section 3 Figure 3.1-4	
6/25/2012	Section 1 Figure 1-2; added new pipeline Pettus to Mayo, 20" which as commissioned on June 6; this is significant change.	
6/25/2012	Section 1 Figure 1-4; added new picture and evacuation and drainage diagrams.	
6/25/2012	Figure 3.1-6, Section 7 Figure 7.1-1, Appendix B.1.1, ERAP Figure 3-5 and ERAP Figure 4-3; added new OSRO, significant change.	
6/27/2012	Section 3 Figure 3.1-4; updated mark marting as Assistant Operations Supervisor.	
6/27/2012	Section 3 Figure 3.1-4	
7/5/2012	Section 3 Figure 3.1-4, ERAP Figure 3-3	
7/6/2012	Figure B.1-1, Figure B.1-2, and Figure B.1-3; Updated Anderson Pollution Control Rate Sheet	
7/6/2012	Section 3 Figure 3.1-4, ERAP Figure 3-3 MOC Added Gilbert Garcia,	
7/6/2012	Section 3 Figure 3.1-4; removed Jennifer Carr	
7/18/2012	Section 7 Figure 7.1-1, Appendix B.1.1 and ERAP Figure 4-3	
7/18/2012	Section 7 Figure 7.1-1, Appendix B.1.1 and ERAP Figure 4-3	
8/17/2012	Section 3 Figure 3.1-4, ERAP Figure 3-3	
8/17/2012	Section 3 Figure 3.1-4, ERAP Figure 3-3	
8/17/2012	Section 3 Figure 3.1-4	
8/31/2012	Section 3 Figure 3.1-4	
10/11/2012	Section 3 Figure 3.1-4	
10/19/2012	Section 3 Figure 3.1-4	
10/29/2012	Section 3 Figure 3.1-5 and ERAP Figure 3-5	
10/29/2012	Section 1 Figure 1-2, added Helena to Jog Junction and Jog Junction to Jog Battery, considered significant change; pipelines commission Oct 4, 2012.	

11/2/2012	Section 3 Figure 3.1-4	
11/2/2012	Section 3 Figure 3.1-4, added response time for J. Gonzalez.	
11/2/2012	Section 3 Figure 3.1-4 Added Kyle Onckens response times.	
11/12/2012	Section 3 Figure 3.1-4	
11/14/2012	Section 3 Figure 3.1-4	
12/16/2012	Section 7 Figure 7.4-4; removed current information and added reference to KPL M260.010 Waste Management Program as required per Lynx Finding 86589	
12/20/2012	Section 1.4; added 5-yr submittal letter	
1/4/2013	Section 3 Figure 3.1-4, Addition of Wade Parrott as QI (Work-order PL266634)	
1/4/2013	Section 3 Figure 3.1-4, Addition of Robert Georg - QI for Central and Helena Station, (Work-order PL285013)	
1/14/2013	Section 3 Figure 3.1-4	

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RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
1/17/2013	Section 1 Figure 1-2	
1/17/2013	Section 1 Figure 1-2	
1/29/2013	Section 3 Figure 3.1-4	
1/30/2013	Appendix D.8 and Figure D.8-1	
1/30/2013	Appendix D.8 and Figure D.8-1	
3/12/2013	Section 3 Figure 3.1-4	
3/12/2013	Section 3 Figure 3.1-4	
3/12/2013	Section 3 Figure 3.1-4	
3/12/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	
3/13/2013	Section 3 Figure 3.1-4	

3/15/2013	Section 3 Figure 3.1-4	
3/15/2013	Section 3 Figure 3.1-5 and ERAP Figure 3-4	
3/21/2013	Section 3 Figure 3.1-4 added Ronald Henne as In training	
3/21/2013	Section 3 Figure 3.1-4	
3/21/2013	Section 3 Figure 3.1-4	
3/28/2013	Section 3 Figure 3.1-7 and ERAP Figure 3-6	
3/28/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	

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RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	

4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
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4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/2/2013	Section 3 Figure 3.1-4	
4/18/2013	Section 3 Figure 3.1-4	
4/18/2013	Section 3 Figure 3.1-4	
4/18/2013	Section 3 Figure 3.1-4	
4/18/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/23/2013	Section 3 Figure 3.1-4	
4/29/2013	Section 3 Figure 3.1-4	
4/29/2013	Section 3 Figure 3.1-4	
4/29/2013	Section 3 Figure 3.1-4	
5/7/2013	Section 1 Figure 1-4; Drees and KAS commissioned April 22, 2013. Addition of new gathering system consider as new pipeline not previously covered by approved plan, notification to Agency went out on May 10, 2013 (PHMSA & RRC).	

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DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
5/10/2013	Section 1 Figure 1-2	
5/21/2013	Section 1 Figure 1-2	
5/29/2013	Section 3 Figure 3.1-4	
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5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	

5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
5/30/2013	Section 3 Figure 3.1-4	
6/2/2013	Section 3 Figure 3.1-4, ERAP Figure 3-3	
6/2/2013	Section 3 Figure 3.1-4	
6/2/2013	Section 3 Figure 3.1-4	
6/11/2013	Section 3 Figure 3.1-4	
6/18/2013	Figure 1-4, Pipeline Facility Overview and Appendix C.4 Addition of new Helena Tanks 28616 & 28617 for Worst Case Calculation determination. No change to WCD occurred. Work-order PL310378	
7/2/2013	Section 3 Figure 3.1-4	
7/2/2013	Section 3 Figure 3.1-4	
7/2/2013	Section 3 Figure 3.1-4, Removed David Lopez III from the Employee Master List (PL312551 Online Plan UpdateMOC# PL312545 Personnel Change David Lopez)	
7/3/2013	Section 1 Figure 1-4; added information to Midway Pump Station Diagram based on work-order: PL310442 ER Plan Update - Update Facility Description. These updates are not significant events and do not require agency notifications.	
7/17/2013	Section 3 Figure 3.1-4, ERAP Figure 3-3	
7/17/2013	Section 3 Figure 3.1-4	
7/17/2013	Section 3 Figure 3.1-4	
7/26/2013	Section 3 Figure 3.1-4, ERAP Figure 3-3	
7/29/2013	Section 3 Figure 3.1-4	
7/29/2013	Section 3 Figure 3.1-4	
7/29/2013	Section 3 Figure 3.1-4	

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
7/29/2013	Section 3 Figure 3.1-4	
8/14/2013	Section 1 Figure 1-2	
8/14/2013	Section 1 Figure 1-2	
8/14/2013	Section 1 Figure 1-2	
8/14/2013	Figure 14	
8/19/2013	Section 1 Figure 1-2: Addition of Gillett Gathering - Work Order PL320365, Significant Change Letter submitted for August 25, 2013.	
8/21/2013	Section 3 Figure 3.1-4	
8/21/2013	Appendix D.8 and Figure D.8-1	

SECTION 1

Last revised: August 20, 2013

INTRODUCTION

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Figure 1-1 - Distribution List

Figure 1-2 - **Central Zone** Information Summary

Figure 1-3 - **Central Zone** Overview Map

Figure 1-4 - **Central Zone** Pipeline Facilities Overview

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedures

1.3 Certification of Adequate Resources

1.4 Agency Submittal / Approval Letters

Central Zone

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FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES		DISTRIBUTION DATE
		PAPER	ELECTRONIC	
Response Plans Officer - Pipeline and Hazardous Material Safety - U.S. Department of Transportation	1200 New Jersey Ave., Room E22-210 Washington , DC 20590	0	2	
Southern Operating Group Main Office (Field User Guides)	8606 IH 37 Corpus Christi , TX 78409	0	1	
KPL Employee (Intranet/ On-line)	KPL's Emergency Response Web Page	0	0	

Central Zone

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FIGURE 1-2 - CENTRAL ZONE INFORMATION SUMMARY

Owner/Operator:	Koch Pipeline Company, L.P. 4111 E 37th St N Wichita, KS 67220
Owner Telephone:	(316) 828-8526
Zone Name:	Central Zone
Zone Address:	8606 IH 37 Corpus Christi , TX 78409
Zone Telephone/Fax:	(361) 242-5539 / (361) 241-6096
Zone PHMSA #:	640

Central Zone

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FIGURE 1-2 - CENTRAL ZONE INFORMATION SUMMARY, CONTINUED

Qualified Individuals: (Refer to APPENDIX A, FIGURE A.1-3 for QI Training Records)	Facility		
	Name and Contact Information	Work Address	Home Address
	Wayne Brandl		

<p>Maintenance Supervisor Command: On-Scene Incident Commander, EOC - Director, Operations: Section Chief, UCS (361) 242-5548 (Office) (b) (6) (Home) *(Mobile)</p>	<p>8606 IH 37 Corpus Christi, Texas 78409</p>	(b) (6)
<p>Jeffrey Gordon Operations Supervisor Incident Commander, Operations Section Chief, EOC Liaison (City Representation) (817) 685-3471 (Office) (b) (6) (Home) *(Mobile)</p>	<p>12550 Trinity Blvd Eules, Texas 76040</p>	
<p>Benito Rodriguez Operations Supervisor On-Scene Incident Commander, Operations Section Chief, EOC Liaison (City Representation) (361) 528-3219 (Office) (b) (6) (Mobile) (361) 881-0957 (Pager)</p>	<p>108 Humble Rd Refugio , Texas 78377</p>	
<p>Gerald Page Inspection Team Leader On-Scene Incident Commander, EOC Director Operations: Repair Group Supervisor, (512) 237-3371 (Office) (b) (6) *(Mobile)</p>	<p>197 Jeddo Road Rosanky, Texas 78953</p>	
<p>Timothy Woodruff Operations Supervisor Command: On-Scene Incident Commander, EOC - Liaison (FHR Refinery), Operations: Section Chief, UCS (361) 242-5511 (Office) (b) (6) (Home) *(Mobile), (personal cell phone) *(Mobile)</p>	<p>8606 IH 37 Corpus Christi, Texas 78409</p>	
<p>Wade Parrott Assistant Division Manager Chief of Staff (EOC Director), On-Scene Incident Commander,</p>	<p>8606 IH 37 Corpus Christi,</p>	

	Crisis Manager (361) 242-5593 (Office) (b) (6) (Home) *(Mobile)	Texas 78409	(b) (6)
	Robert Georg Operations Supervisor Command: On-Scene Incident Commander, Operations: Section Chief, UCS (830) 780-2358 (Office) (b) (6) *(Mobile)	6360 North Farm to Market Road 81 Karnes City, , Texas 78118	

Central Zone

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FIGURE 1-2 - CENTRAL ZONE INFORMATION SUMMARY, CONTINUED

Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	SECTION	MILEAGE	DIAMETER	PRODUCTS
		System 600 / Texas Pipeline I		
	Corpus Christi to San Antonio	136.064	16"	Refined Product
	System 600 / Texas Pipeline II			
	Corpus Christi to Gonzales	136.064	18"	Refined Product
	System 605 / North Crude Pipelines			
	Nixon to Pettus (6051010)	46.191	8"	Crude
	60504010 Pettus to Refugio	40.074	8	Crude
	60506010 Refugio to Ingleside Terminal	33.25	12	Crude
	60506020 Mayo Jct. to Ingleside Terminal	16.7	10	Crude
	60510010 Mayo Jct. to East White Point	5.255	10	Crude
	60510020 East White Point to North Meter Bank	4.37	12.75	Crude
	60505020 New Quintana to Refugio	11.472	8?	Crude
	60507010 Placedo to Tivoli	17.175	6	I/A Crude
	60507020 Tivoli, 6	32.873	6	Crude
	60513010 Ingleside to Viola	26.78	16	Crude
	Helena to Pettus / Tomlinson	23.50	16	Crude

(60501020)			
60509000 Schendel Gathering	1.66	6 in.	Crude
6050420 Pettus to Midway, 20"	57.252	20	Crude
60509050 Helena to Jog Junction, 8?	5.55	8"	Crude
60509051 Junction to Jog Battery 6?	1.75	6"	Crude
60509052 Drees Gathering	4.2	8	Crude
60509053 KAS Gathering	1.1	6"	Crude
60509100 Gillett Gathering	4.3	8	Crude

Central Zone

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FIGURE 1-2 - CENTRAL ZONE INFORMATION SUMMARY, CONTINUED

Description of Zone:	The pipelines carry petroleum products (including) in the areas shown in FIGURE 1-3
Response Zone Consists of the Following Counties:	Bee, DeWitt, Karnes, Nueces, Refugio, San Patricio, Victoria, Wilson, Gonzales
Alignment Maps (Piping, Plan Profiles):	Maintained at: Maintained at: Gatir Web (accessible thru Useful Links in this plan)
Worst Case Discharge (bbls) :	(b) (7)(F), (b) (3)
Statement of Significant and Substantial Harm:	The response zones in this system contain pipelines that are either greater than 6 5/8 inches and/or longer than 10 miles. At least one section of pipeline in each response zone crosses a major waterway or comes within five miles of a public drinking water intake. Therefore, in accordance with 49 CFR 194.103(c), each entire response zone described in this Plan will be treated as if expected to cause significant and substantial harm.
Spill Detection and Mitigation Procedures:	Refer to SECTION 2.1.1 and APPENDIX C.1 .
Date Prepared:	October 30, 2006

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

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

Central Zone

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FIGURE 1-3 - OVERVIEW MAP[Click here to view the file](#)**Central Zone****1 - 8****FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW**

Facility:	Helena Station	Address:	6360 North Farm to Market Road 81 Karnes City, TX Karnes County 78118
Phone:	(361) 543-6537 - Mobile (Robert Georg)	Fax:	NA
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan # 640		
Distance To Navigable Water:	137 miles southeast to San Antonio Bay		
Description:			

(b) (3), (b) (7)(F)**Driving Directions:**

Starting at Karnes City, Texas off highway 123 travel north on Highway 80 approximately 6 miles to FM Road 81. Turn right (Southeast) on FM 81, travel approximately 2 miles to Helena Station; the entrance is on the left (north) side of the road.

Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
28608 (Non-DOT)	Crude Oil	(b) (7)(F), (b) (3)	
28609 (Non-DOT)	Crude Oil		
28610 (Non-DOT)	Crude Oil		
28611 (Non-DOT)	Crude Oil		
28612 (Non-DOT)	Crude Oil		

28613 (Non-DOT)	Crude Oil	(b) (7)(F), (b) (3)
28614 (Non-DOT)	Crude Oil	
28615 (Non-DOT)	Crude Oil	
28616 (DOT - Breakout Tank)	Crude Oil	
28617 (DOT - Breakout Tank)	Crude Oil	

Central Zone

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Helena Station

(b) (7)(F), (b) (3)

Helena Station Evacuation & Fire Equipment Location Map
Helena Station Drainage map

Central Zone

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FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED

Facility:	Tomlinson / Pettus Pump Station	Address:	Highway 181 (1/4 mile south of Pettus) Pettus, Texas Bee 78102

Phone:	361-375-2242	Fax:	361-375-2242
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	28 miles southeast (Choke Canyon Reservoir)		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
Take Highway 181 south to Pettus. The station is on the east side of the road, approximately 1/4 mile south of Pettus.			
Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
28016	Crude Oil	(b) (7)(F), (b) (3)	

(b) (7)(F), (b) (3)

Pettus Station Evacuation & Fire Equipment Plan
Pettus Station Drainage Plan

Central Zone**1 - 12****FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED**

Facility:	Refugio	Address:	Highway 77 Refugio, Texas Refugio 78377
Phone:	(361) 526- 2532	Fax:	(361) 526-9259
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	10 miles southeast (Copano Bay)		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			

From Interstate 37 in Corpus Christi, take Highway 77 north towards Refugio. The station is located 3 miles north of Woodsboro on the right hand of Highway 77; taking a right hand turn onto Suntide Road over the railroad tracks and then an immediate left turn on Exxon Road. Station entrance is on the east side of the road approximate 1/4mile.

Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
28607	Crude Oil	(b) (7)(F), (b) (3)	
28569	-		

Central Zone

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Refugio, CONTINUED

(b) (7)(F), (b) (3)

Refugio Pump Station Evacuation & Fire Equipment Plan
Refugio Pump Station Drainage Plan

Central Zone

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FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED

Facility:	Tivoli Pump Station	Address:	SH 239 (8.1 miles west of Tivoli) Tivoli, Texas Refugio 77990
Phone:	361-289-3129	Fax:	N/A
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan	PHMSA Plan #640		

Number:			
Distance To Navigable Water:		8.5 miles east (Green Lake)	
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
The station is located approximately 8.1 miles west of Tivoli, Texas on Texas State Highway 239 on the north side of the Highway.			
Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
28605	Crude Oil	(b) (7)(F), (b) (3)	

Central Zone**1 - 15**

Tivoli Pump Station, CONTINUED

(b) (7)(F), (b) (3)

Tivoli Emergency Evacuation & Fire Equipment Plan
Tivoli Drainage Map

Central Zone**1 - 16****FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED**

Facility:	Midway Pump Station	Address:	NW of Intersection of CR 2004 and FM 893 in San Patricio County, Texas Taft, Texas San Patricio 78390
Phone:	(361) 528-3235	Fax:	NA
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan # 640		
Distance To Navigable Water:	2.5 miles to Nueces Bay		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
From Taft, TX head south on Davis Rd/FM 631. Take a left on FM 893 after approximately 1 mile. Drive south on FM 893 for approximate 4 miles and turn right onto CR 2004. Site entrances will be on the right.			
Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)

(b) (7)(F), (b) (3)

Midway Evacuation and Fire Equipment Plan
Midway Station Drainage Diagram

Central Zone**1 - 18****FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED**

Facility:	Mayo Junction	Address:	CR 2004 & FM 893 Portland, Texas San Patricio 78374
Phone:	NA	Fax:	NA
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	1.5 miles to Nueces Bay		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
From Portland Hwy 181 take the Moore Ave/FM 893 exit head west on Moore Ave/FM 893 6mile veer right at the 4 way stop and continue on FM 893 to County Road 2004. Turn right on CR 2004 Mayo Junction is on the left-hand side.			
From Taft Hwy 181 take FM 631/Davis Rd. to FM 893 turn left on FM 893 to County Road			

2004 turn left on CR2004 Mayo is on left hand side

Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
KPL does not operate tanks at this facility	-		

Central Zone

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Mayo Junction, CONTINUED

(b) (7)(F), (b) (3)

**Mayo Junction Emergency Evacuation and Fire Equipment
Mayo Junction Drainage Map**

Central Zone

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FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED

Facility:	San Patricio County Pump Station	Address:	2363 Avenue B Ingleside, Texas San Patricio 78362
Phone:		Fax:	
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned			

Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	1 mile west (Corpus Christi Bay)		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
Driving into Ingleside on US 361; turn right at the first light (FM 1069 aka Main Street). Cross the RR tracks go approximately 1/2 mile to a split on the road. Go to the right at the split on Ave B. Take Ave B to 8th Street. Go past 8th street approx. 100' turn right into drive. Go down drive approx. 1/2 mile to station.			
Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
KPL does not operate tanks at this facility	-		

Central Zone

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San Patricio County Pump Station, CONTINUED

(b) (7)(F), (b) (3)

(b) (7)(F), (b) (3)

San Patricio Pump Station Drainage Map

Central Zone

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FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED

Facility:	Beeville Pump Station	Address:	3183 FM 623 West Pettus, Texas Refugio 78146
Phone:	361-375-2581	Fax:	N/A
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	23 miles southwest (Choke Canyon Reservoir)		
Description:			
(b) (3), (b) (7)(F)			
Driving Directions:			
From the intersection of Highway 181 and FM 623 in Pettus Texas go west on FM 623 6.2 miles. The station is located on the north side of the road.			
			Secondary

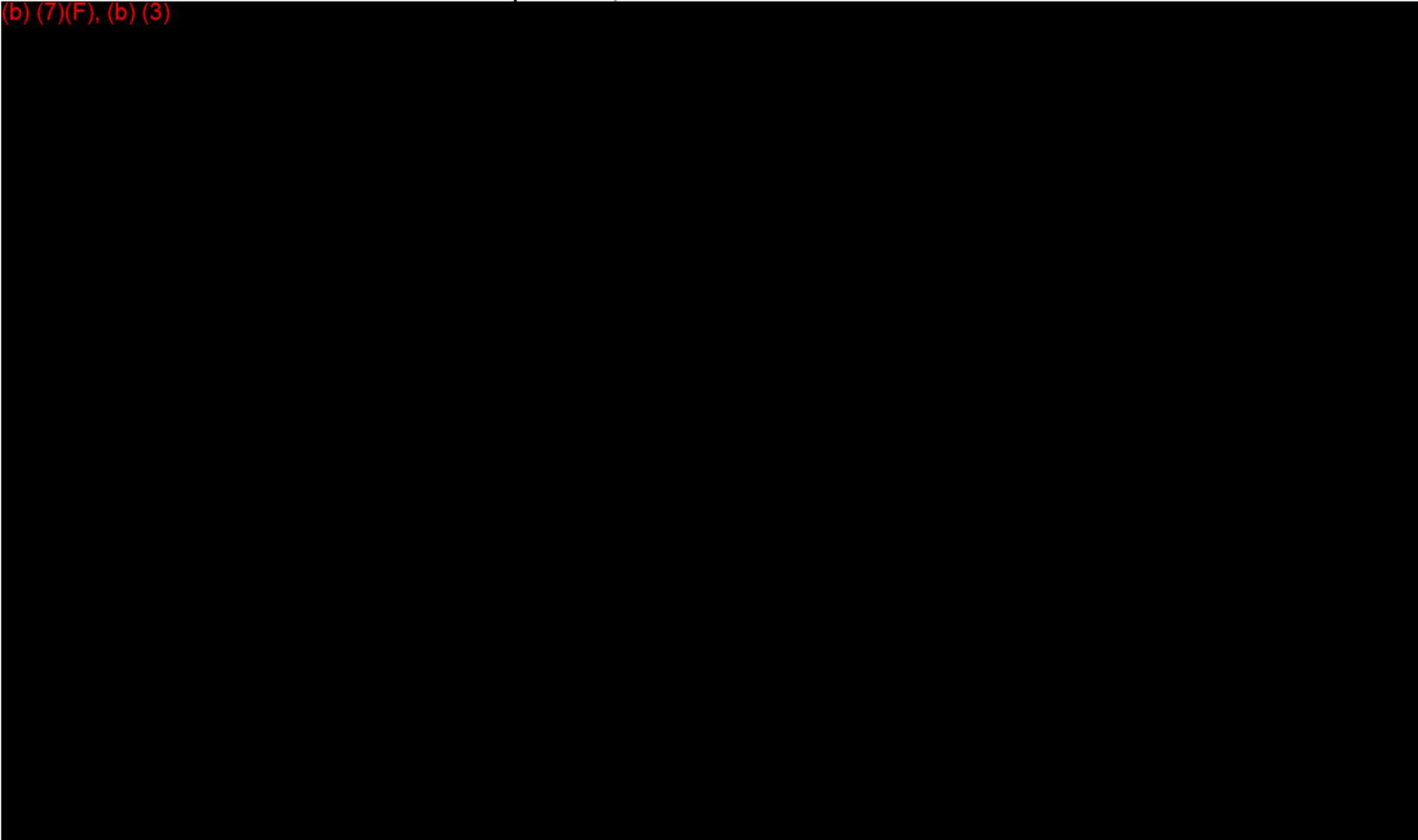
Tank #:	Product	Capacity (bbls)	Containment Volume Type (bbls)
---------	---------	-----------------	--------------------------------

Central Zone

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Beeville Pump Station, CONTINUED

(b) (7)(F), (b) (3)



Beeville Pump Station Evacuation & Fire Equipment Location Map
Beeville Pump Station Drainage Map

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FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW, CONTINUED

Facility:	San Antonio Terminal Pump Station	Address:	498 Pop Gunn Drive San Antonio , Texas Bexar 78219
Phone:	210-666-6621	Fax:	210-666-4802
Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
Agency Assigned Plan Number:	PHMSA Plan #640		
Distance To Navigable Water:	Rosillo Creek is 1.3 miles east of Terminal		
Description:			
(b) (3), (b) (7)(F)			

(b) (3), (b) (7)(F)**Driving Directions:**

From Loop 410 on east perimeter of city, take East Houston Street exit, proceed west to first intersection and turn right on Pop Gunn Drive. The Terminal driveway is the first right.

Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
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San Antonio Terminal Pump Station, CONTINUED

(b) (7)(F), (b) (3)

San Antonio Emergency Evacuation & Fire Equipment
San Antonio Drainage Map

Central Zone**1 - 26****1.1 PURPOSE / SCOPE OF PLAN**

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

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), Region 6 Integrated Contingency Plan (ICP) and One Gulf- MSO Corpus Christi Geographic Response Plan (GRP). Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 Plan (49 CFR 194)
- Occupational Safety and Health Administration (OSHA) requirements for emergency response plans (EAP and ERP) (29 CFR 1910)
- 31 TAC 19.11 ClassificationS of Waterfront and Offshore Facilities; Large Facility. 31 TAC 19.13 Requirements for Discharge Prevention and Response Plans (TGLO Certificate # 30131 & 30132), Refer to TGLO Cross-reference in Appendix F
- 16 TAC 8.301 (c) Facility Response Plans
- 40 CFR Part 265, Subpart C - Preparedness and Prevention; plus Subpart D - Contingency Plan and Emergency Procedures

Arrangements to familiarize police, fire departments, and emergency response teams with the layout of the facility, properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes are accomplished by distribution of this plan to the respective agency.

This document includes procedures and forms that are applicable to different types and severities of emergency events. It is intended that the appropriate procedures and forms be used in each event, as detailed herein, but it is not specifically required that every form and/or procedure be used for every emergency event. It is also acceptable to use comparable forms versus those shown in this document, unless such substitution is specifically prohibited in this document or other regulatory documents.

Central Zone

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1.2 PLAN REVIEW AND UPDATE PROCEDURES

In accordance with the regulations cited in **SECTION 1.1**, this plan will be reviewed and modified to address new or different operating conditions or information included in the Plan. In the event that the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary.

Upon review of the response plan for each five-year period, revisions will be submitted to PHMSA provided that changes to the current plan are needed, or a letter stating that the plan is still current will be submitted to PHMSA.

If new information or different operating conditions would substantially affect implementation of the Plan, the Company will modify the Plan to address such changes and, within 30 days of making such changes, submit the changes to PHMSA.

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

CONDITIONS REQUIRING REVISIONS AND SUBMISSIONS	PHMSA	RCRA
Relocation or replacement of the transportation system in a way that substantially affects the information included in the Plan, such as a change to the Worst Case Discharge volume.	x	
A change in the type of oil handled, stored, or transferred that		

materially alters the required response resources.	X	
A change in key personnel (Qualified Individuals).	X	
Material change in capabilities of the Oil Spill Removal Organization(s) (OSROs) that provide equipment and personnel.	X	
Any other changes that materially affect the implementation of the Plan.	X	
A change in the NCP or ACP that has significant impact on the equipment appropriate for response activities.	X	
Applicable regulations are revised	X	X
The plan fails in an emergency;		X
The facility changes in its design, construction, operation, maintenance, or circumstances in a way that materially increases the potential fires, explosions, or releases of hazardous waste or hazardous waste constituents, or changes the response necessary in an emergency;		X
The list of emergency coordinates changes; or		X
The list of emergency equipment changes.		X

All requests for changes must be made through the Operations Manager and will be submitted to PHMSA by the DOT Compliance Coordinator or Designee.

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

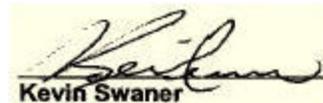
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1.3 CERTIFICATION OF ADEQUATE RESOURCES

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

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



Kevin Swaner
Southern Operations Group - Operations Manager

Central Zone

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1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

**[Click here to view PHMSA New Plan
Submittal.pdf](#)**

**[Click here to view SOG - 5-yr PHMSA
Submittalpdf.pdf](#)**

SECTION 2

Last revised: February 2006

INITIAL RESPONSE ACTIONS

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2.1 Spill / Release Response**2.1.1 Incident Detection****2.1.2 Emergency Classifications****2.1.3 Assessment****2.1.4 Spill / Release Emergency Response**Figure 2.1-1 - Spill / Release Response Action Checklist**2.1.5 Spill Mitigation Procedures**Figure 2.1-2 - Spill Mitigation Procedures**2.1.6 Spill Surveillance Guidelines**Figure 2.1-3 - Spill Surveillance Checklist**2.1.7 Spill Volume Estimating**Figure 2.1-4 - Spill Estimation Factors on WaterFigure 2.1-5 - Leak Size Determination Table**2.1.8 Estimating Spill Trajectories****2.1.9 Containment****2.2 Evacuation****2.3 Lightning****2.4 Earthquakes****2.5 Tornado****2.6 Hurricane****2.7 Flood**

SECTION 2

Last revised: February 2006

INITIAL RESPONSE ACTIONS, CONTINUED

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2.8 Medical**2.9 Sabotage****2.10 Bomb Threat****2.11 Fire and/or Explosion****2.12 Release with a Flammable Vapor Cloud**

“General Order of Response” for a Spill or Emergency Event can be as follows:

- **Discovery (Detection), Classification and Assessment:** This is where the discovery and classification occur and where the initial assessment of severity of the event occurs.
- **Security:** Ensure security of personnel and the site during the entire response. Allows the opportunity to engage different security needs depending on the nature of the incident.
- **Response:** Initial Notification, Response, and Mitigation of the event occur at this time. Longer-term, more complex responses which will likely require multiple operational periods will be considered a Sustained Response.
- **Closure:** Process to conclude an event that has been resolved to the satisfaction of the ICS/UCS (Responsible Party, Federal, State, and Local Agencies).
- **Termination and follow-up:** The response is terminated, but periodic follow-up or additional remediation activities may be required by the regulating Agencies.

This plan contains check-off sheets and procedures, based on the general order of response, intended to minimize the possibility of omitting critical actions when dealing with emergency events.

2.1.1 Incident Detection

Detection of an emergency event is the first step in an Emergency Incident or Spill / Release response. There are several methods by which an emergency situation may be detected, including the following:

- Detection during an aerial patrol (fly over).
- Detection on the pipeline leak detection system (PLDS) or SCADA systems.
- Reported by private citizens or by public officials.
- Reported by company personnel.
- Reported by contract personnel on site.

2.1.2 Emergency Classifications

There are two classes of emergency events, “reported” and “confirmed”.

A “reported” emergency is either an event reported by someone other than a company employee and which cannot be immediately confirmed or a pressure or flow rate change that is not confirmed by a second source.

A “confirmed” emergency is an event reported by a company employee or reported by someone other than a company employee and confirmed by a second source. Any event that threatens lives or public safety if immediate action is delayed, is to be considered a confirmed emergency.

Immediately upon receiving notification of an emergency event/incident, the company employee shall make appropriate internal notifications (**FIGURE 3.1-4**) ensuring the Qualified Individual (QI) and others such as the supervisor and Control Center are advised.

Possible Sources which can be utilized to confirm an emergency event include checking with the supervisory control monitors for signs of problems or confirming information through direct observations by dispatching the nearest available employee to the scene of the reported event.

2.1.3 Assessment

Once an emergency event or release is detected, the need for assessment of the situation is paramount for rapid, reliable, and effective response. In every case, we must collect accurate initial information (**FIGURE 3.1-2**). The information acquired is passed along to responsible company officials to ensure proper actions are taken.

As the situation dictates, additional assessment may be necessary to perform specific activities. For example, the repair team leader may further evaluate the incident for the safest and most effective means to control the release and to repair the source. The Qualified Individual or Incident Commander may perform their own assessment of the situation before taking control of the incident to get the most up-to-date information of the situation for further planning and actions.

During significant events, the incident assessment may be done in concert with Federal and State Agencies. It is the responsibilities of the FOCS to officially classify the size and type of the discharge and normally work within the Unified Command System (UCS) to determine the course of actions to be followed.

INCIDENT ASSESSMENT	
Person Assessing the Incident	
Approach any suspected emergency incident or suspected release cautiously.	<input type="checkbox"/>
Take appropriate personal protective measures (Do not enter any areas without proper PPE).	<input type="checkbox"/>
Eliminate possible sources of ignition in the vicinity of the spill (if applicable, use E-Stops).	<input type="checkbox"/>
Initiate a general site assessment giving emphasis to the following:	
<ul style="list-style-type: none"> • Immediate danger to the general public 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Immediate danger to the environment (e.g. waterways, wildlife) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify significant impact areas (e.g. drinking water intakes, commercial businesses) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify topographic features that could impact the migration of the spill 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify any municipalities or public areas such as churches, parks, etc. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify what other requirements will be necessary when KPL is inside other facilities. 	<input type="checkbox"/>

Immediately notify Qualified Individual, Supervisory Personnel and, if necessary, Control Center with the results of your assessment.	<input type="checkbox"/>
Make internal notifications as necessary (FIGURE 3.1-4).	<input type="checkbox"/>
Initiate the Initial Incident Response Procedures.	<input type="checkbox"/>

Central Zone**2 - 5****2.1.4 Spill / Release Emergency Response**

This section provides a general guidance checklist to identify and mitigate damage due to a leak. This checklist is intended to provide a general approach to cover the emergency situation and does not constitute what actions need to be taken first.

FIGURE 2.1-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST

INITIAL RESPONSE ACTION	
First Responder (First Person to Respond to Spill)	
Assume role of Incident Commander, will not relinquish this position until formally passed on.	<input type="checkbox"/>
Take appropriate personal protective measures (EH&S Work Permit).	<input type="checkbox"/>
Eliminate possible sources of ignition in the vicinity of the spill (use E-Stops if applicable).	<input type="checkbox"/>
Call 911 if appropriate.	<input type="checkbox"/>
Immediately notify Qualified Individual (QI), Supervisory Personnel, and Control Center, if necessary, of the incident.	<input type="checkbox"/>
Make internal notification, call for resources as needed (FIGURE 3.1-4).	<input type="checkbox"/>
If necessary, evacuate or remove nonessential personnel and any general public within the response area.	<input type="checkbox"/>
Secure the scene. Isolate the area and assure the safety of people and the environment. Keep people away from the scene and outside the safety perimeter.	<input type="checkbox"/>
Call out spill response contractors (FIGURE 3.1-6).	<input type="checkbox"/>
Incident Commander	
Confirm or conduct more extensive assessment of health and safety hazards (EH&S work permit). For multiple responders, geographic areas, or more complex responses, Site Safety plan may be needed.	<input type="checkbox"/>
Provide or Confirm Security of area (as necessary). Have nonessential personnel or any general public evacuated. Consider local authorities (police and fire departments) to accomplish the site control recommended.	<input type="checkbox"/>
Call out or confirm Oil Spill Response Contractors (OSRO) or Company-owned spill response resources (FIGURE 3.1-6).	<input type="checkbox"/>
As necessary, establish ICS/UCS for Response. It may be necessary to call out members of the IMT. Ensure response objectives are established for emergency and that response activities are being activated.	<input type="checkbox"/>
Make or ensure appropriate notifications have been made; may need to recruit	

<p>personnel from IMT such as Government Liaison and assign within the ICS.</p> <ul style="list-style-type: none"> • National Response Center (800) 424-8802 • External Regulatory notifications (FIGURE 3.1-5) • Make appropriate internal notifications (FIGURE 3.1-4) 	<input type="checkbox"/>
If safe to do so, direct responders to eliminate potential ignition sources in the vicinity of the spill including motors, electrical pumps, electrical power, etc. Keep drivers away from truck rack if spill occurs there.	<input type="checkbox"/>
If safe to do so, direct responders to eliminate, control, and "isolate" the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) are within safe levels before sending personnel into the spill area.	<input type="checkbox"/>
If safe to do so, direct responders to stabilize and contain the situation. This may include berming or deployment of containment and/or sorbent boom.	<input type="checkbox"/>

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

INITIAL RESPONSE ACTION	
Incident Commander, Continued	
Consider applying foam over the product, using water spray to reduce vapors, grounding equipment handling the oil, and using non-sparking tools.	<input type="checkbox"/>
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.	<input type="checkbox"/>
If safe to do so, deploy containment/recovery equipment (OSRO or Company-owned) based on release impact.	<input type="checkbox"/>
Maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency, unless aisle space is not needed for any of these purposes.	<input type="checkbox"/>
Once deployment of response equipment has been commenced, initiate recovery of product.	<input type="checkbox"/>
Notify Local Emergency Responders (as appropriate). Obtain the information necessary to complete the Oil Spill Report Form (FIGURE 3.1-3).	<input type="checkbox"/>
Ensure drug/alcohol testing completed per DOT 199 if applicable (alcohol within 2 hours or max of 8 hours, drug within 32 hours). See DNet for a list of approved Lab Corp Collections Sites.	<input type="checkbox"/>
Evaluate personnel requirements for the initial cleanup. Consider what the operational periods will be necessary and begin planning for the shift/crew replacement.	<input type="checkbox"/>
Initiate spill tracking and surveillance operations. Determine extent of release. Estimate volume of spill utilizing information in SECTION 2.1.3 or appropriate means.	<input type="checkbox"/>

SITE-SPECIFIC ACTIONS

DOCUMENT ACTIONS TAKEN	
Once a response has been activated, initiate and direct participants to document the initial assessment and response activities.	<input type="checkbox"/>
Upon establishing an ICS/UCS, ensure there is a unit or people (suggest Situation Unit or Scribe) responsible to require documentation from people engaged in the spill response.	<input type="checkbox"/>
Through the ICS/UCS, ensure that planned and executed response activities are being captured through a general Incident Action Plan (IAP).	<input type="checkbox"/>

Central Zone**2 - 7****FIGURE 2.1-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST, CONTINUED**

PREPARING FOR SUSTAINED RESPONSE ACTION	
Incident Commander, Continued	
Activate Incident Management Team (IMT) (as necessary). Set up a Command Center and begin to utilize the ICS/UCS structure. Establish the site Safe Areas and provide the site with communications in order to coordinate the response effort.	<input type="checkbox"/>
Evaluate and establish a communication plan as necessary. Generally communications will consist of mobile telephones. Other methods may be acquired based on the needs as established by the ICS/ICS.	<input type="checkbox"/>
May consider multiple geographic or cleanup areas depending on size and areas of impact. Ensure equipment is evaluated to be sufficient for different areas if zoned off.	<input type="checkbox"/>
Evaluate safety air monitoring devices and PPE supplies for response.	<input type="checkbox"/>
Planning unit may be established to evaluate the proper containment and response equipment for changing conditions. Maintain vigilance on changing conditions and how will this equipment protect environmentally sensitive areas within the impact area or bordering the impact areas.	<input type="checkbox"/>
Evaluate recovery methods on site; look for efficiency and minimal intrusion into the environment and change accordingly. Consider vacuum trucks skimmers and absorbent material.	<input type="checkbox"/>
Initiate spill tracking and surveillance operations. Determine extent of release. Estimate volume of spill utilizing information in SECTION 2.1.3 or appropriate means.	<input type="checkbox"/>
Address storage of recovered materials (Disposal Plan).	<input type="checkbox"/>
Establish "Cleanup Assessment Teams" which can determine cleanup progress.	<input type="checkbox"/>
Establish "How clean is clean" parameters which the Cleanup Assessment Teams will utilize to approve the removal of cleanup equipment.	<input type="checkbox"/>
Document response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted. (Refer to SECTION 5 for documentation)	<input type="checkbox"/>
SECONDARY RESPONSE ACTIONS (Refer to IMT job descriptions in SECTION 4.6).	

FACILITY SPECIFIC RESPONSE CONSIDERATIONS(Refer to **SECTION 6** for maps, tactical plans, and sensitivity information.)**2.1.5 Spill Mitigation Procedures**

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in **FIGURE 2.1-2**. Discharge volume calculations are provided in **APPENDIX C.4**.

Central Zone**2 - 8****FIGURE 2.1-2 - SPILL MITIGATION PROCEDURES**

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close valves (if appropriate). 3. Drain product into containment areas (if possible). 4. Eliminate sources of vapor cloud ignition.*
Tank Overfill/Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert source of incoming flow to tank. 3. Transfer fluid to another tank with adequate storage capacity (if possible). 4. Eliminate source of vapor cloud ignition.* 5. Ensure that dike discharge valves are closed. 6. Monitor diked containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (under pressure and no pressure)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest valves on each side of the rupture (if appropriate). 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Eliminate source of vapor cloud ignition.* 5. If piping is leaking and under pressure, relieve pressure by draining into a containment area or to a tank (if possible). Consider additional measures for repair.
Piping Rupture/Leak (Highly Volatile Liquids / Vapor)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest valves on each side of the rupture (if appropriate). 3. Contact local Emergency Services (Fire, Police, etc) 4. Analyze vapor cloud migration utilizing wind direction; Establish perimeter and monitoring

	<ol style="list-style-type: none"> 5. Eliminate sources of potential ignition* 6. Alert nearby personnel of potential safety hazards, consider evacuation or shelter in place as necessary. 7. If piping is leaking and under pressure, relieve pressure; if possible to existing pressure release method. Consider additional measures for repair.
Failure of Pipeline at Railway Facilities	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close valves (if appropriate). 3. Eliminate source of vapor cloud ignition.* 4. Respond to event in accordance with procedures listed in this Plan. 5. Contact the Railway Authorities to inform of the event, engage into Incident Command and Response as necessary.
Fire/Explosion	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments (if appropriate). 3. Attempt to extinguish fire if it is in incipient (early) stage and if it can be done safely. 4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely). <p>Also refer to fire/explosion response procedures in SECTION 2.11.</p>
Manifold Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing valves on both sides of the leak/rupture. 4. Eliminate source of vapor cloud ignition.* 5. Drain fluids back into containment areas (if possible).

* Examples of ignition sources include: roads, houses, farm buildings, railroad tracks, electrical equipment, industrial or manufacturing facilities, office buildings or parking lots, irrigation pumps or water wells, any other source that may contain an open flame, electrical equipment or other ignition source.

2.1.6 Spill Surveillance Guidelines

- Surveillance of an oil spill should begin as soon as possible following discovery to enable response personnel to assess spill size, movement, and potential impact locations.
- Dispatch observers to crossings downstream or downgradient to determine the spill's maximum reach.
- Clouds, shadows, sediment, floating organic matter, submerged sand banks, or wind-induced patterns on the water may resemble an oil slick if viewed from a distance.
- Sorbent pads may be used to detect oil on water.

- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick.
- It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline.
- Spill surveillance may be accomplished through various methods: walking, driving, boats, helicopters, or small planes. The use of helicopters may be considered the preferred method due to their superior visibility and maneuverability.
- If fixed-wing planes are to be used, high-wing types provide better visibility than low-wing types.
- Observations should be documented. Consider using photographs, video, maps, and pre-determined ICS forms.
- Describe the approximate dimensions of the oil slick based on available reference points (i.e. vessel, shoreline features, facilities); use the aircraft or vessel to traverse the length and width of the slick while timing each pass; calculate the approximate size and area of the slick by multiplying speed and time.
- Consider the use of boats in the event of reduced visibility, such as dense fog or cloud cover; however, this method may not be safe if the spill involves a highly flammable product.
- Consider visual assessment during spill response operations to gauge the effectiveness of response operations, to assist in placing skimmers, and to assess the spill's size, movement, and impact.

A Spill Surveillance Checklist is provided in **FIGURE 2.1-3**.

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FIGURE 2.1-3 - SPILL SURVEILLANCE CHECKLIST

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

General Information	
Date:	Tidal or river stage (flood, ebb, slack, low water, dry):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Method of observation (helicopter, fixed-wing aircraft, boat, shore):
Observer's name:	Flight path/trackline:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (i.e. foggy locations, restricted air spaces, shallow water areas):
Oil Observations	

Spill location(s):	If on water, describe color and appearance (i.e. rainbow, dull or silver sheen, black or brown in color or mousse):
Spill dimensions:	Percent coverage:
Orientation of spill(s):	Is oil recoverable (Y/N)?:
Distribution of oil (i.e. windrows, streamers, pancakes or patches):	
Considerations	
<ul style="list-style-type: none"> • During surveillance, travel beyond known impacted areas to check for additional oil spill sites • Include the name and phone number of the person making the observations • Clearly describe the locations where oil is observed and the areas where no oil has been seen 	
Other Observations	
Response Operations	
Equipment deployment (general locations where equipment is working and whether the work is done in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):	

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FIGURE 2.1-3 - SPILL SURVEILLANCE CHECKLIST, CONTINUED

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

Environmental Observations

Locations of convergence lines, terrain, and sediment plumes:

Locations of debris and other features that could be mistaken for oil:

Wildlife present in area (locations and approximate numbers):

Spill Sketch

Central Zone

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2.1.7 Spill Volume Estimating

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

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

One tool available to assist in making this calculation is PRC 1604.209 Release Information

Estimating Procedures. There are other tools which can be used, some of which are discussed below:

- **Spill Estimating Spreadsheet**

- Visual assessment of the surface area and thickness (**FIGURE 2.1-4**); the method may yield unreliable results because:
 - Interpretation of sheen color varies with different observers
 - Appearance of a slick varies depending upon amount of available sunlight, sea-state, and viewing angle
 - Different products may behave differently, depending upon their properties

FIGURE 2.1-4 - SPILL ESTIMATION FACTORS ON WATER

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm	gallons/mile²	liters/km²
Barely Visible	0.0000015	0.00004	25	44
Silvery	0.000003	0.00008	50	88
Slightly colored	0.000006	0.00015	100	179
Brightly colored	0.000012	0.0003	200	351
Dull	0.00004	0.001	666	1,167
Dark	0.00008	0.002	1,332	2,237
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

NOAA, 09/2000

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FIGURE 2.1-5 - LEAK SIZE DETERMINATION TABLE

PIPE SIZE	WALL THICKNESS	BBLs/FOOT	BBLs/MILE
6"	.188	.0379342	200.293
8"	.188	.0661017	349.017
10"	.188	.1045450	551.998
12"	.219	.1472539	777.501
12"	.250	.1457746	769.690
16"	.250	.2333852	1232.274
18"	.281	.2952087	1558.702
20"	.281	.3670238	1937.885
24"	.281	.5336190	2817.508

2.1.8 Estimating Spill Trajectories

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

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

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

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

- National Oceanic and Atmospheric Administration (NOAA) through the Federal On-Scene Commander (FOSC)
- Private consulting firms
- High Consequence Area (HCA) over land spread calculations developed for the Integrity Management Plan

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2.1.9 Containment

Containment actions should take into consideration inclement weather or unsafe conditions such as high winds, fast currents, or unstable terrain.

Containment Safety Considerations

More vapors are formed by the spilled liquid during hot weather. As the liquid spreads over a greater area, the vapors form along the leading edge of the liquid and are being exposed to more possible ignition sources. For this reason early containment is important.

- Eliminate ignition sources
- Avoid contact with the spilled product as much as possible
- Use respiratory protection (if applicable)
- Ensure that the area remains secure to applicable traffic (pedestrian, motor vehicles, air traffic)

Containment Goals

The following containment goals should give the responding personnel some guidance enabling them to prioritize the containment efforts.

1. To prevent liquid or vapors from reaching possible ignition sources:
 - Roads
 - Houses
 - Farm buildings
 - Railroad tracks
 - Electrical equipment
 - Industrial or manufacturing facilities
 - Office buildings or parking lots
 - Irrigation pumps or water wells
 - Any other structure or facility that may contain an open flame, spark, or electrical equipment

Central Zone

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Containment Goals, Continued

2. To prevent spilled liquid from reaching any environmentally sensitive area:
 - Lakes
 - Streams
 - Rivers
 - Wildlife areas
 - Marsh environment
 - Other environmentally sensitive area (**SECTION 6**)
3. To prevent spilled liquid or vapors from reaching areas containing livestock:
 - Horses (stalls)
 - Cattle (pens)
 - Pigs
 - Fowl

Containment Methods / Actions

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

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

Selection of the appropriate location and method will depend upon:

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

- Ability to collect and recover product

The following methods may be used in containment of a release. It may be necessary to use different methods during one release.

- Earthen dikes or dams
- Spill containment booms
- Absorbents such as hay, straw, dry dirt or sand, and commercial products (peat moss)
- Absorbents such as sorbent pads, socks, booms
- Collection and skimming: diverting and collection in low areas or diversionary structures and removing with skimming equipment such as vacuum trucks or pumps

Note: Understanding that each release is different and circumstances may be unique, some operational areas may have additional details to containment and response methods listed in **SECTION 6** Sensitive Areas / Response Tactics

Central Zone

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2.2 EVACUATION

EVACUATION CHECKLIST	
TASK	
Request assistance from off-site agencies; convey Command Post's location	<input type="checkbox"/>
Assemble personnel at predetermined safe location: upwind/up gradient of release (assembly area)	<input type="checkbox"/>
Account for Company and contractor personnel	<input type="checkbox"/>
Assess injuries/fatalities (number/type/location)	<input type="checkbox"/>
Determine probable location of missing personnel	<input type="checkbox"/>
Secure site, establish re-entry point and check-in/check-out procedures	<input type="checkbox"/>
Develop list of known hazards (confined spaces, electrical hazards, physical hazards, vapors, oxygen deficiency, fire/explosion, etc.)	<input type="checkbox"/>
Monitor situation (weather, vapors, product migration) for significant changes	<input type="checkbox"/>
Assist in developing a Rescue Plan, if necessary	<input type="checkbox"/>
Site Specific Actions:	
(b) (3), (b) (7)(F)	
B. When an alarm sounds, personnel shall proceed to the designated muster points as seen in the Facility "Emergency Evacuation and Fire Equipment" Plot Plan. Prior to responding or initiating any actions, the employees must be accounted for and have made contact with the Pump Station's Qualified Individual (QI) or designee for instructions.	<input type="checkbox"/>
The station supervisor or company personnel identifying shall also follow KPL Notification System (Incident Communicator) procedures as described in	

Section 3.1.

Central Zone**2 - 17****2.3 LIGHTNING**

LIGHTNING CHECKLIST	
TASK	
Maintain equipment grounding systems to dissipate the effects of a lightning strike.	<input type="checkbox"/>
Provide lightning arrestors on electrical equipment throughout the system.	<input type="checkbox"/>
During thunderstorms, personnel are to avoid the following: <ul style="list-style-type: none"> • Storage Tanks • Pumping Equipment • Being in contact with or in close proximity to above ground piping or any non-insulated device attached to the pipeline • Trees and metal buildings • Open fields • Holding metallic objects 	<input type="checkbox"/>
During thunderstorms, personnel should be aware of the potential for lightning and remain alert for strikes that may affect the pipeline operation.	<input type="checkbox"/>

Possibly the most frequent effect of lightning is the interruption of electric power or communications to one or more locations on the pipeline. These events are covered in "abnormal" operation procedures described in the Operations Manual.

The most devastating effect of lightning is the striking of a tank and resulting fire. The response to a fire or explosion event is outlined in the **SECTION 2.11**.

Central Zone**2 - 18****2.4 EARTHQUAKES**

Earthquakes generally strike without warning, making them very difficult to prepare for. While the initial quake may be unpredictable, there is a certain amount of post-quake activity accompanying most quakes. These procedures should be followed in the aftermath of an earthquake:

The Pipeline Control center has registered with the USGS to receive earthquake notifications within the operational areas of the continental USA. Based on the magnitude and distance of the earthquake the following procedures should be followed in the aftermath:

EARTHQUAKES CHECKLIST	
Stations and Terminal	
If an earthquake is within a 50 mile radius of the asset, the following is completed based on the magnitude.	
2.0 to 2.9 - Pipeline Control Center will notify the station or terminal of the earthquake. Inspect the asset at the next scheduled station walkthrough.	<input type="checkbox"/>

3.0 to 3.9 ? Pipeline Control Center will issue a "Priority 3" notification for a visual inspection of the station.	<input type="checkbox"/>
4.0 to 4.9 ? Pipeline Control Center will issue a "Priority 2" notification for a visual Inspection of the station.	<input type="checkbox"/>
If an earthquake is within a 100 mile radius of the asset, the following is completed based on the magnitude.	
5.0 to 5.9 ? Pipeline Control Center will issue a "Priority 2" notification for a visual Inspection of the station.	<input type="checkbox"/>
> 6.0 ? Pipeline Control Center will issue a "Priority 0" notification to shut down the station until a visual inspection is completed.	<input type="checkbox"/>
Underground Pipelines	
If an earthquake is within a 100-mile radius of the asset, the following is completed based on the magnitude.	
5.0 to 5.9 ? Pipeline Control Center will notify the PCC communicator scenario of the earthquake; plus reduce to 50% MOP and monitor for 12 hours. Operation Management will evaluate what other actions may be necessary on a case-by-case basis.	<input type="checkbox"/>
> 6.0 ? Pipeline Control Center will notify the PCC communicator scenario of the earthquake and shut the pipeline until a visual inspection is completed; plus operate at 50% MOP for 12 hours once the pipeline is brought back on.	<input type="checkbox"/>

Priority 3 = means within 24-hours of receiving notice of the earthquake occurrence and coupled with the control center is not registering any alarms.

Priority 2 = means as soon as feasible, safe, and practical; to coincide with the earliest available daylight to give the best viewing possible and coupled with the control center is not registering any alarms.

Priority 1 = registers a high sense of urgency; contact pipeline operator on call-out whatever the time of day or night it may be.

Priority 0 = registers the highest sense of urgency, Shut station down and contact pipeline operator on call-out whatever the time of day or night it may be.

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2.5 TORNADO

TORNADO CHECKLIST	
TASK	
Monitor news media reports (FIGURE 3.1-7) <ul style="list-style-type: none"> • Tornado watch means conditions are favorable for tornadoes • Tornado warning means a tornado has been sighted 	<input type="checkbox"/>
When a tornado warning is issued, sound the local alarm	<input type="checkbox"/>
Have location personnel report to the designated area	<input type="checkbox"/>
Account for personnel on duty	<input type="checkbox"/>
Take shelter:	

Go to an interior room on the lowest floor or designated storm shelter	<input type="checkbox"/>
<ul style="list-style-type: none"> • Get under a sturdy piece of furniture • Use your arms to protect head and neck 	
If the facility is damaged by the tornado, notify Supervisory Personnel	<input type="checkbox"/>
Go to the scene of the incident to evaluate the situation	<input type="checkbox"/>
<ul style="list-style-type: none"> • Be aware of broken glass and downed power lines • Check for injuries • Use caution entering a damaged building 	
Update Supervisory Personnel/Management	<input type="checkbox"/>
Conduct post-emergency evaluation and report	<input type="checkbox"/>

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2.6 HURRICANE

Since hurricanes are very erratic in nature, Hurricane Preparedness Plan SOP (Standard Operating Procedures) will be implemented and followed when a storm path is predicted for a particular operational area. The SOP will provide procedures for a safe and orderly shutdown of operational assets within the predicted storm path. The procedures will also enact an organized tracking effort for hurricane preparedness activities which will allow for employees to handle company as well as their own domestic hurricane preparedness needs.

The Hurricane Preparedness Plan (SOP) is divided into two sections based on potential weather survey tracking forecasts and the timetables predicted for landfall within operating assets.

HURRICANE CHECKLIST	
TASK	
Tropical Storm / Hurricane forms and is being tracked by National Weather Surveys	
Hurricane Season begins, general coastal areas heighten awareness to storm reports.	<input type="checkbox"/>
Tropical Storm/Hurricane forms or enters general area of operational assets.	<input type="checkbox"/>
Hurricane Preparedness Standard Operating Procedures Implemented	
Tropical Storm/Hurricane is 48 - 36 hours away and path is predicted in the direction of the operational assets threshold parameter to implement the Hurricane Preparedness Plan (SOP).	<input type="checkbox"/>
Hurricane Preparedness Plan (SOP) is implemented.	<input type="checkbox"/>
Site Specific Actions:	
In the event of a hurricane, KPL will follow PRC1801.030 - Hurricane_Tropical Storm Preparedness.	<input type="checkbox"/>

2.7 FLOOD

FLOOD CHECKLIST	
TASK	
When conditions warrant, perform continuous monitoring of the situation by listening to radio and/or television reports (FIGURE 3.1-7)	<input type="checkbox"/>
<ul style="list-style-type: none"> • Flash flood watch means flooding is possible • Flash flood warning means flooding is occurring or is imminent 	<input type="checkbox"/>
As appropriate, update Supervisory Personnel	<input type="checkbox"/>
Establish an evacuation plan (SECTION 2.2)	<input type="checkbox"/>
Take preliminary actions to secure the facility before flooding and mandatory evacuation	<input type="checkbox"/>
Consider having sandbags brought to sites that could be affected by the flooding	<input type="checkbox"/>
Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area	<input type="checkbox"/>
Consider removing product from underground storage tanks, sumps, and separators (if applicable). Consider replacing with water to prevent them from floating out of the ground	<input type="checkbox"/>
Keep at least a normal bottom in above ground tankage, more if possible	<input type="checkbox"/>
Plug rack drains and facility drains connected to the sump	<input type="checkbox"/>
Consider anchoring bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable)	<input type="checkbox"/>
Notify Supervisory Personnel/Management that the facility will be closed	<input type="checkbox"/>
Consider shutting off high voltage power and natural gas lines	<input type="checkbox"/>
Close valves on product and additive storage tanks	<input type="checkbox"/>
Before evacuation, know where employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur	<input type="checkbox"/>
Conduct a post-emergency evacuation and report	<input type="checkbox"/>
Maintain hazards awareness: <ul style="list-style-type: none"> • Structural damage • Downed power lines • Leaking natural gas, water, and sewer lines • Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture • Avoid direct contact with flood water, mud, and animal carcasses 	<input type="checkbox"/>

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2.8 MEDICAL

MEDICAL CHECKLIST	
TASK	
Summon Emergency Medical Services (EMS) to the scene (FIGURE 3.1-5)	<input type="checkbox"/>
Do not move the patient unless a situation (such as a fire) threatens patient's life	<input type="checkbox"/>
If trained, provide first aid until the EMS arrive at the scene	<input type="checkbox"/>
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrive at the scene	<input type="checkbox"/>
<p>The rescuer's role includes:</p> <ul style="list-style-type: none"> • Removing the patient from any situation threatening patient's life or the lives of rescuers • Correcting life-threatening problems and immobilizing injured parts before transporting the patient • Transporting the patient in a way that minimizes further damage to injured parts • Administering essential life support while the patient is being transported • Observing and protecting the patient until medical staff can take over • Administering care as indicated or instructed 	<input type="checkbox"/>

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2.9 SABOTAGE

(b) (7)(F), (b) (3)

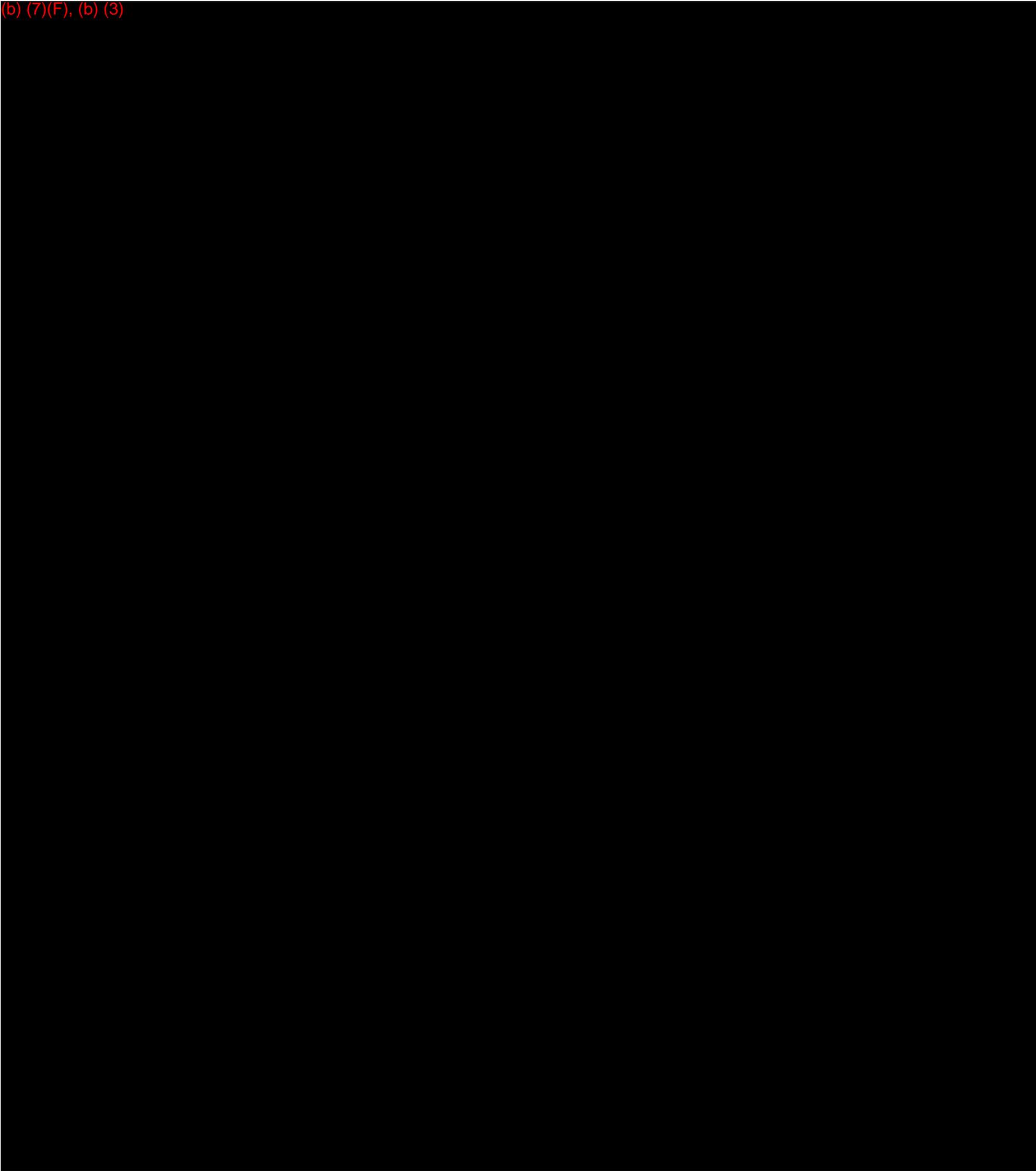
(b) (7)(F), (b) (3)

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2.10 BOMB THREAT

(b) (7)(F), (b) (3)

(b) (7)(F), (b) (3)



2.11 FIRE AND/OR EXPLOSION

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

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST

TASK

At a manned facility

Evaluate the situation; approach cautiously from upwind; do not rush in	<input type="checkbox"/>
Notify the local police and fire departments (as appropriate)	<input type="checkbox"/>
Notify Supervisory Personnel	<input type="checkbox"/>
Appropriately trained personnel may attempt to extinguish the fire if it is in the incipient (early) stage and if it can be done safely	<input type="checkbox"/>
If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves	<input type="checkbox"/>
Undertake basic site control: <ul style="list-style-type: none"> • Make an assessment of hazards • Isolate the area • Keep people away from the scene and outside the safety perimeter as per the evacuation plan (SECTION 2.2) • Establish safety zones and escape routes 	<input type="checkbox"/>
Respond to the fire: <ul style="list-style-type: none"> • Establish a Command Post and lines of communication • Maintain site control • Establish Incident Command/Unified Command as necessary (SECTION 4.4) 	<input type="checkbox"/>
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency (FIGURE 3.1-4, FIGURE 3.1-6)	<input type="checkbox"/>
Conduct a post-emergency evaluation (SECTION 8.3) and report	<input type="checkbox"/>

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2.11 FIRE AND/OR EXPLOSION, CONTINUED

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

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED**TASK****At an unmanned facility**

Handle the call	<input type="checkbox"/>
Notify the local police and fire departments (as appropriate)	<input type="checkbox"/>
Notify Supervisory Personnel	<input type="checkbox"/>
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in	<input type="checkbox"/>
Undertake basic site control: <ul style="list-style-type: none"> • Make an assessment of hazards • Evaluate the area for visitors or personnel in the area prior to the event • Isolate the area • Keep people away from the scene and outside the safety perimeter as per the evacuation plan (SECTION 2.2) • Establish safety zones and escape routes 	<input type="checkbox"/>
Update Supervisory Personnel/Management	<input type="checkbox"/>
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves	<input type="checkbox"/>
Respond to the fire: <ul style="list-style-type: none"> • Establish a Command Post and lines of communication • Maintain site control • Establish Incident Command/Unified Command as necessary (SECTION 4.4) 	<input type="checkbox"/>
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency (FIGURE 3.1-4, FIGURE 3.1-6)	<input type="checkbox"/>
Conduct a post-emergency evaluation (SECTION 8.3) and report	<input type="checkbox"/>

Central Zone**2 - 28****2.12 RELEASE WITH A FLAMMABLE VAPOR CLOUD**

Once a Flammable vapor cloud is detected, the need for assessment of the situation is paramount in implementing and sustaining an effective response. In every case, we must collect accurate initial information (**FIGURE 3.1-2**). The information acquired is passed along to responsible company officials to ensure proper actions are taken.

As the situation dictates, a thorough and accurate assessment is necessary to determine specific activities required to respond to the situation.

INCIDENT ASSESSMENT

Person Assessing the Incident	
Approach any suspected emergency incident or suspected release cautiously.	<input type="checkbox"/>
Take appropriate personal protective measures (Do not enter any areas without proper Personal Protective Equipment (PPE)).	<input type="checkbox"/>
Eliminate possible sources of ignition in the vicinity of the release (if applicable, use Emergency-Stops).	<input type="checkbox"/>
Initiate a general site assessment giving emphasis to the following:	
<ul style="list-style-type: none"> • Immediate danger to the general public 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Immediate danger to the environment (e.g. waterways, wildlife) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify significant impact areas (e.g. highways, railroads, or commercial businesses) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify topographic features that could impact the migration of the release 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify any municipalities or public areas such as churches, parks, etc. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Identify other requirements that will be necessary when inside third party facilities. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Make notifications and call for resources as needed. (SECTION 3.1) 	<input type="checkbox"/>
INITIATE THE INITIAL INCIDENT RESPONSE AND SPILL MITIGATION PROCEDURES DESCRIBED IN THIS PLAN (FIGURE 2.1-1)	<input type="checkbox"/>

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2.12 RELEASE WITH A FLAMMABLE VAPOR CLOUD, CONTINUED

INCIDENT ASSESSMENT	
Flammable Vapor Cloud Release - General Response Guide	Comments
STAY UP WIND, UP HILL, AND UP STREAM OF THE VAPOR CLOUD AND THE SOURCE. Assess wind direction and vapor cloud movement. Be aware of possible weather changes that could affect cloud movement.	
Sound the Alarm; Alert personnel and affected public as soon as possible after discovering that a flammable or otherwise hazardous vapor cloud is present.	
Determine Extent and Coverage of the Vapor Cloud. A responder may use Audio, Visual and Olfactory (AVO) Methods along with wind direction and handheld monitors to determine the initial extent and coverage of a vapor cloud. (Section 2.1.5 Spill Mitigation Procedures).	
The Emergency Response Guidebook (ERG) - can also supply generic and specific hazard information regarding public safety for vapor clouds	

emanating from a flammable gas, HVL or other hazardous liquid release.	
Site Management and Control; If "Local Emergency Responders" such as fire or police are already on scene, ensure operations are coordinated and unified. If these resources are not on site; request emergency and medical support services as needed.	
Vacate the Hazard Area - Direct non-essential persons to move in a crosswind direction away from the release to the designated muster point for roll call and further instructions. Consider protective actions (such as evacuation) within the specified distance upwind of the release and any identified Vapor Cloud.	
Establish Exclusion Zone ? Command the physical layout of the incident by establishing a "Hot zone" which safely encompasses the Vapor Cloud area. The physical layout of this exclusion zone should be communicated to all personnel operating on the site	
Only qualified emergency service or rescue personnel should consider incident site entry as safety conditions and the On-scene Incident Commander allow.	
Determine the concentrations of toxic or flammable gases present using both fixed monitors (if available) and portable intrinsically safe instruments.	
Defensive Operations are always desirable over Offensive tactics if they accomplish the same objectives. Only the On-Scene Incident Commander can deem it necessary to enter a "Hot Zone" and when approved this should be done only by a trained and qualified Hazardous-Material Team with adequate resources.	
If a release is occurring, fixed water monitors, and/or sprinkler or deluge systems can be activated to dilute, disperse, and "scrub" the vapors and prevent their advancement to uncontrolled areas (This tactic is situation dependent and may not be the appropriate tactic for all situations, i.e. dealing with lighter than air gases or certain HVL?s).	
Manage water supply, and control runoff/drainage, care should be taken to activate only those water systems that can effectively mitigate vapors.	
Vapor Cloud Surveillance. Continuous surveillance and evaluation of the extent and coverage of Vapor Cloud may be accomplished through various methods. Audio, Visual and Olfactory (AVO) Methods along with handheld monitors may be used to further refine the determined extent and coverage of a vapor cloud. As resources and personnel arrive, additional portable and fixed positions monitors can be set up to continuously monitor, gauge and predict the extent and coverage of the vapor cloud. These may include, but not limited to four gas monitors with LEL capability and Area Monitors	
SECONDARY RESPONSE ACTIONS (Refer to IMT job descriptions in SECTION 4.6).	
FACILITY SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.	

SECTION 3

Last revised: August 21, 2013

NOTIFICATIONS / TELEPHONE NUMBERS

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3.1 Emergency Information and Notification Procedures**Figure 3.1-1 - Emergency Notification Flow Chart**Figure 3.1-2 - First Report of Incident FormFigure 3.1-3 - PHMSA Spill Report FormFigure 3.1-4 - Internal Notifications and Telephone NumbersFigure 3.1-5 - External Notifications and Telephone NumbersFigure 3.1-6 - Oil Spill Response Contractor Resources and Telephone NumbersFigure 3.1-7 - Additional Resources, Notifications, and Telephone NumbersFigure 3.1-8 - Adjoining Neighbors

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

There are two classes of emergency events, "reported" and "confirmed."

A "reported" emergency is either an event reported by someone other than a company employee and which cannot be immediately confirmed or a pressure or flow rate change that is not confirmed by a second source.

A "confirmed" emergency is an event reported by a company employee or reported by someone other than a company employee and "confirmed" by a second source. Any event that threatens lives or public safety if immediate action is delayed, is to be considered a confirmed emergency.

In either case, upon receiving notification about an emergency event, the company employee will take immediate actions (**SECTION 2**) and begin notification procedures based on the situation.

The general "Internal Incident Notification Sequence" is as follows:

- **First:** Isolate the source and then call emergency services
- **Second:** Dial: 1-316-828-5001 :
 - Koch Security will answer:
 - ?Koch Security, what is your Emergency??
- **Third:** Reply with one of the following Incident Types:
 - Injury / Illness
 - Environmental Incident
 - Vehicle Accident
 - Pipeline Hit
 - Fire, Explosion, or Lightning Strike
 - Third Party Release on KPL Property
 - Operations Priority Event
- **Fourth:** Security will ask:
 - Your name, location, date and time of incident, severity of the incident, if response resources are needed, and if emergency services are required
 - For an Environmental incident, the amount, product type, source, affected areas, and if response resources are needed
- **Fifth:** After activating the Communicator:
 - Expect a call-back from the Compliance on-call person within 15 minutes.
 - If the incident requires Oil Spill Response resources, contact your QI.
 - Important: Reactivate the Communicator and/or call your QI if you do not receive a call-back from the Compliance on-call person.

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES, CONTINUED

Should the person making notifications encounter problems with the notification process listed

above, individual calls may be required to ensure appropriate notifications are made.

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

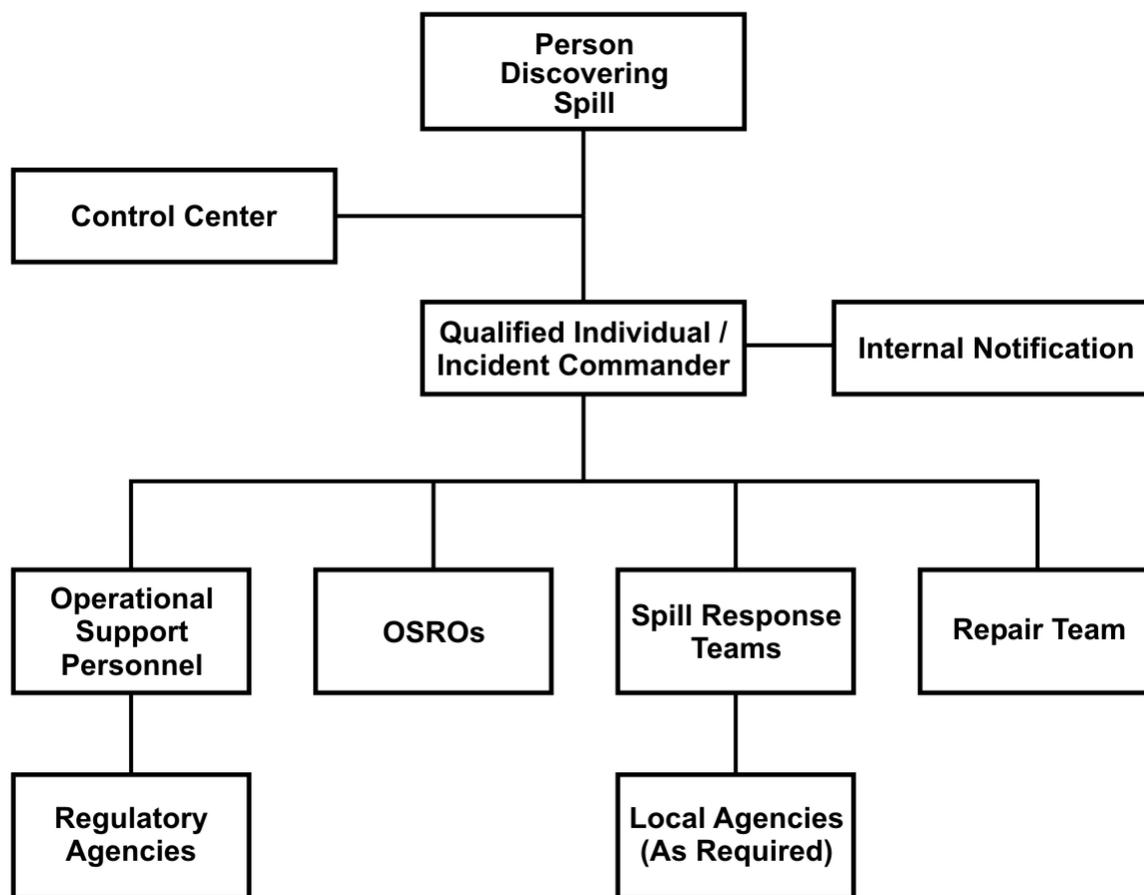
Information required (in order below):

- 1 - Your name and phone number, type of incident reported and location
- 2 - Supervisor name.
- 3 - Time and Date
- 4 - Product released and estimated quantity
- 5 - Source of release
- 6 - Affected medium (Land or Water)
- 7 - Affected employee (if applicable)
- 8 - Has area been secured?

Note: Remember -

- 1) **Safety is our #1 concern**
- 2) **Report only the facts!**

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART



This section also contains the following:

- [FIGURE 3.1-2](#) provides a First Report of Incident Form. This form is utilized for initial internal reporting.
- [FIGURE 3.1-3](#) provides a PHMSA Spill Report Form. This form is utilized for initial PHMSA external reporting.
- [FIGURE 3.1-4](#) provides internal notification summary and documentation form to assist in documenting notifications.

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FIGURE 3.1-2 - FIRST REPORT OF INCIDENT FORM

***This is a sample form. Actual documentation should be submitted as a First Report of Incident into the Lynx Database as required by KPL G120.010.**

Short Description:	
Responsible Dept. / Unit:	
Supervisor:	
Select a Level of Consequence and Check all that Apply:	
Level of Consequence:	<input type="checkbox"/> Near Miss <input type="checkbox"/> Incident
General:	

<input type="checkbox"/> Economic Loss	<input type="checkbox"/> Injury		
<input type="checkbox"/> Environmental	<input type="checkbox"/> Property Damage		
<input type="checkbox"/> Fire / Explosion	<input type="checkbox"/> Quality		
<input type="checkbox"/> Health / Illness	<input type="checkbox"/> Security		
Where did the incident occur? Location:			
Specific Location:			
When did the incident occur?	Date Occurred: / /20____	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	
	Date Reported: / /20____	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	
Enter a full description of the Incident:			
Weather:	PSM Incident:		
Incident Flags: <input type="checkbox"/> Key Risk	<input type="checkbox"/> Right of Way Encroachment	<input type="checkbox"/> Third Party	
Equipment Involved	Critical	Comment	
Witness Name:	Address:	Phone:	
Contractor	Involment Type		
Enter any Injury / Illness Information:			
Patient	Class	Body Part	Position
Enter any Release Information:			
Chemical Agent	Medium	Amount	Unit
Actual Risk Rating:		Potential Risk Rating:	

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FIGURE 3.1-3 - PHMSA SPILL REPORT FORM
(This is guidance for information to be supplied to PHMSA)

1. NAME AND ADDRESS OF COMPANY:

2. NAME OF PIPELINE:

3. TIME OF DISCHARGE:

4. LOCATION OF DISCHARGE:

5. TYPE OF OIL (INCLUDING PETROLEUM PRODUCTS) INVOLVED:

6. REASON FOR DISCHARGE (e.g., material failure, excavation damage, corrosion):

7. ESTIMATED VOLUME OF OIL (INCLUDING PETROLEUM PRODUCTS) DISCHARGED:

8. WEATHER CONDITIONS ON SCENE:

9. ACTION TAKEN OR PLANNED BY PERSONS ON SCENE:

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM

NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Emergency Number (24-Hour) - Crude Oil Pipeline Control Center	(800) 666-0051 - Manned 24/7 (Office)	NA	Emergency Communications #. Manned 24/7			
Emergency Number (24-Hour) - Refined Products Pipeline Control Center	(800) 666-0150 (Office)	NA	Emergency Communications #:			
*KPL Incident Communicator System	1-316-828-5001 (Koch Security will answer) (Office)	NA	Internal Communication System			
*Koch Special Situations Hotline	(800) 824-6149 (Office)	NA	Emergency Communications #:			
*Non-Emergency - Koch One Call Center (KOCC)	(316) 828-4073 (during business hours) (Office) (b) (6) (outside business hours) (Home)	NA	Non-Emergency communications #.			
Wayne Brandl Maintenance Supervisor Qualified Individual	(361) 242-5548 (Office) (b) (6) (Home) (b) (6) *(Mobile)	1.0-3.0	Command: On-Scene Incident Commander, EOC - Director, Operations: Section Chief, UCS	x	x	x
Jeffrey Gordon Operations Supervisor Qualified Individual	(817) 685-3471 (Office) (b) (6) (Home) (b) (6) *(Mobile)	4.0-8.0	Incident Commander, Operations Section Chief, EOC Liaison (City Representation)	x	x	x
Benito Rodriguez Operations Supervisor Qualified Individual	(361) 528-3219 (Office) (b) (6) *(Mobile) (361) 881-0957 (Pager)	1.0-2.0	On-Scene Incident Commander, Operations Section Chief, EOC Liaison (City Representation)	x	x	x
Gerald Page	(512) 237-3371 (Office)		On-Scene Incident Commander, EOC			

Inspection Team Leader Qualified Individual	(b) (6) *(Mobile)	2.0-4.0	Director Operations: Repair Group Supervisor,	x	x	x
Timothy Woodruff Operations Supervisor Qualified Individual	(361) 242-5511 (Office) (b) (6) (Home) (b) (6) *(Mobile), (b) (6) (personal cell phone) *(Mobile)	1.0 - 4.0	Command: On-Scene Incident Commander, EOC - Liaison (FHR Refinery), Operations: Section Chief, UCS	x	x	x

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Wade Parrott Assistant Division Manager Qualified Individual	(361) 242-5593 (Office) (b) (6) (Home) (b) (6) *(Mobile)	1.0 - 4.0	Chief of Staff (EOC Director), On-Scene Incident Commander, Crisis Manager	x	x	x
Robert Georg Operations Supervisor Qualified	(830) 780-2358 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Command: On-Scene Incident Commander, Operations: Section	x	x	x

Individual			Chief, UCS			
Benjamin "Benny" Mumme IMP Preventive Measure Capability Leader	(361) 242-5506 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Technical Specialist, Integrity Specialist Unit, Operations Section Chief, Planning Section Chief	x	x	
Kevin Swaner Operations Manager - STX	(512) 928-9226 X24 (Office) (b) (6) *(Mobile)	1.0-3.0	Crisis Manager EOC Liaison (City Representation) FHR Terminal Group / Stakeholder Liaison	x	x	
Randy Grimes Terminal Manager	(210) 666-6621 (Office) (b) (6) *(Mobile)	1.0-3.0	Incident Commander, Emergency Coordinator	x	x	x
Stacey Kanak DOT Capability Leader	(361) 242-5528 (Office) (b) (6) *(Mobile)	1.0-3.0	Liaison Officer, PIO Assistant: KCPS Liaison, Technical Specialist; DOT Compliance Unit Leader	x	x	
Wesley Shirocky Mechanical Technician	(512) 237-3371 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss, Operations: Staging Area Manager	x	x	
James Lee Measurement Capability Leader	(361) 242-5525 (Office) (b) (6) *(Mobile)	1.0-3.0	Technical Specialist, Measurement Unit Leader	x		
Jeffery Ashcraft Measurement Technician	(361) 242-5507 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Operations: Staging Area Manager, Operations: Division / Group Supervisor, Operations: Branch Director	x	x	
Jerry Edwards Work Management Process Coordinator	(361) 242-5552 (Office) (b) (6) *(Mobile)	1.0-3.0	Documentation Unit Leader, Resource Unit Leader, Situation Unit Leader	x	x	
EMERGENCY RESPONSE TRAINING TYPE¹						

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Ivan Jaskinia Corrosion Technician	(b) (6) *(Mobile) (361) 224-3491 (Pager)	1.0-3.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Staging Area Manager			
Danny Letterman Corrosion Technician	(512) 332-2150 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Division / Group Supervisor, Branch Director	x	x	
Richard Soppe Corrosion Technician	(210) 661-6461 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Rene Colon Pipeline Inspector	(361) 242-5526 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Pipeline Repair Group supervisor, Strike Team / Task Force Leader or	x	x	

			Single Resource Boss			
Ronald Perez Project Operations Coordinator	(361) 242-5537 (Office) (b) (6) *(Mobile)	1.0-3.0	Operations Section Chief, Division / Group Supervisor, Branch Director, Demobilization Unit Leader	x	x	
Amanda Miles Cost Analyst	(361) 242-5509 (Office) (b) (6) *(Mobile)	1.0-3.0	Finance / Admin Section Chief, Resource Unit Leader, Service Branch Director		x	
Michelle Dillon Right of Way Manager	(361) 242-5562 (Office) (b) (6) *(Mobile)	1.0-3.0	Planning: Technical Specialist, Right of Way Unit Leader Command: PIO Assistant: Local Emergency Responders	x	x	
Terry Gibson Pipeline Inspector	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss (Pipeline Repair)	x	x	
John Beacom Pipeline Operator	(979) 272-1294 (Office) (b) (6) *(Mobile)	1.0 - 3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Division / Group Supervisor, Branch Director	x	x	
Roberto Marroquin Project Coordinator	(361) 242-5527 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Repair Group Supervisor, Division / Group Supervisor, Branch Director	x	x	

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components

3

Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.**Central Zone****3 - 10**

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Allen Fox Operations Supervisor	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 3.0	Operations Section Chief, Division / Group Supervisor, Branch Director, On-Scene Incident Commander	x	x	
Douglas Beck Pipeline Operator	(512) 308-7330 (Office) (b) (6) *(Mobile)	2.0-4.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Division / Group Supervisor, Branch Director	x	x	
Jessie Sifuentes Pipeline Operator	(361) 242-5541 (Office) (b) (6) *(Mobile)	2.0 - 4.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Demobilization Unit Leader	x	x	
Rick Garcia Pipeline Inspector	361-242-5557 (Office) (b) (6) *(Mobile)	1.0-10.0	First Responder, Pipeline Repair Group Supervisor, Strike Team / Task Force Leader or Single Resource Boss	x	x	
Richard Merchant Electrical Technician	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0-2.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Security Manager	x	x	
			Repair Group			

Rex Ulrich II Project Manager	(361) 242-5555 (Office) (b) (6) *(Mobile)	1.0-2.0	Supervisor, Division / Group Supervisor, Branch Director, Demobilization Unit Leader	x	x
William Jamison Pipeline Operator	(210) 661-6461 (Office) (b) (6) *(Mobile)	1.0-2.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x
Timothy Smith Pipeline Operator	254-756-5442 (Office) (b) (6) *(Mobile)	2.0-4.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x
Pablo Cabrera Pipeline Operator	(361) 543-0742 (Office) (b) (6) *(Mobile)	1.0-4.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss, Operations: Staging Area Manager	x	x
Mark Bontempo Pipeline Operator	512-237-0220 (Office) (b) (6) *(Mobile)	1.0-4.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss, Operations: Staging Area Manager	x	x

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
David Tullos Automation & Instrument Technician	(512) 332-2485 (Office) (b) (6) *(Mobile)	1.0-4.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Corey Nelson Pipeline Inspector	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0-10.0	First Responder, Pipeline Repair Group Supervisor, Strike Team / Task Force Leader or Single Resource Boss	x	x	
Robert Ramirez Pipeline Operator	(361) 242-5534 (Office) (b) (6) *(Mobile)	In Training	First Responder Strike Team / Task Force Leader or Single Resource Boss Field Observer	x	x	
Michael Cortez Mechanical Technician	(b) (6) *(Mobile)	1-3	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Matthew McCauley Environmental Coordinator	(361) 242-5580 (Office) (b) (6) *(Mobile)	1.0-4.0	Command: On-Scene Incident Commander Command: Government Liaison Operations: Waste Management Group Supervisor	x	x	
Robert Sanger Operations Supervisor	(361) 242-5599 (Office) (b) (6) *(Mobile)	1.0-3.0	Operations Section Chief, Division / Group Supervisor, Branch Director, Deputy On-Scene Incident Commander	x	x	

Mark Sparks Electrical Technician	(361) 242-5536 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Gabriel Garcia Pipeline Operator	(361) 528-3219 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss, Operations: Staging Area Manager	x	x	
Paul (Stacey) Strong I/E Technician	361-242-5559 (Office) (b) (7)(A) *(Mobile)	1.0-3.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Security Manager	x	x	
Warren Lang Measurement Technician	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0-3.0	First Responder, Demobilization Unit Leader, Division/Group Supervisor, Branch Director	x	x	

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM				
NAME/TITLE	PHONE	RESPONSE TIME	RESPONSIBILITY DURING	RESPONSE TRAINING 1

	NUMBER	(hours)	RESPONSE ACTION	TYPE		
				1	2	3
Jaime Gonzalez Site Assistant Supervisor	(b) (6) *(Mobile)	1.0 - 3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Mark Martin Pipeline Inspector	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Operations Section Chief, Division / Group Supervisor, Branch Director, Pipeline Repair Group Supervisor	x	x	
Kyle Oncken I/E Technician	(b) (6) *(Mobile)	2.0 - 3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss	x	x	
John Austin Site Assistant Supervisor	(830) 780-2358 (Office) (b) (6) *(Mobile)	2.0 - 3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Joshua Hibbeler Automation / I&E Technician	(b) (6) *(Mobile)	2.0 - 3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Micheal G. Pena Pipeline Operator	(b) (6) *(Mobile)	2.0 - 3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss, Operations: Staging Area Manager	x	x	
Gilbert Garcia Pipeline Inspector	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 4.0	First Responder, Pipeline Repair Group Supervisor, Strike Team / Task Force Leader or Single Resource Boss	x	x	
John Fort Health & Safety	(b) (6) *(Mobile)	1.0 - 4.0	Safety Officer	x	x	

Specialist					
Christopher Payne Automation Technician	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 4.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Staging Area Manager	x	x
Jon Donlon Reliability Engineer	(361) 242-5533 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Service Branch Director, Resource Unit Leader, Planning Section Chief, UCS	x	x

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
David Gatchel EH&S Manager	(361) 242-5505 (Office) (b) (6) *(Mobile)	1.0 - 40	Liaison Officer, Environmental Unit Leader, EOC Liaison (City Representation)	x	x	
Nikki DeLong Project Engineer	(361) 242-5578 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Situation Unit Leader, Resource Unit Leader, Planning Section Chief	x	x	
	(361) 526-2532		First Responder,			

Robert Fairly Mechanical Technician	(Office) (b) (6) *(Mobile)	1.0 - 3.0	Strike Team / Task Force Leader or Single Resource Boss, Staging Area Manager	x	x	
David Pearrell Damage Prevention Coordinator	(b) (6) *(Mobile)	1.0 - 4.0	First Responder, Strike Team / Task force Leader or Single Resource Boss, Security Manager	x	x	
Miller (Emilo) Flores, Jr. Instrumentation / Electrical Technician	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 3.0	First Responder, Stike Team / Task Force Leader or Single Resource Boss	x	x	
Jed Bougouneau Instrumentation / Electrical Technician	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 4.0	First Responder, Stike Team / Task Force Leader or Single Reousource Boss, Staging Area Manager	x	x	
Charles Sutton Instrumentation/Electrical Technician	(b) (6) *(Mobile)	1.0 - 3.0	First Responder Strike Team / Task Force Leader or Single Resource Boss Staging Area Manager	x	x	
Jason Taylor Pipeline Operator	(361) 242-5595 (Office) (b) (6) *(Mobile)	1.0 - 3.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Staging Area Manager	x	x	
Andrew Yee Pipeline Operator	817-685-3471 (Office)	1.0 - 8.0				
Abraham Rosario Pipeline Operator	(b) (6) *(Mobile)	1.0 - 3.0	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss	x	x	

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
-------------------	-------------

1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Denzel Gore Instrumentation / Electrical Technician	(b) (6) *(Mobile)	1.0 - 3.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Demobilization Unit Leader	x	x	
Lueandra Alexander Pipeline Operator	(830) 623-0791 (Office) (b) (6) *(Mobile)	1.0 - 3.0	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Security Manager	x	x	
Marcos Alaniz Pipeline Operator	(361) 242-5595 (Office) (b) (6) *(Mobile)	In Training	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Staging Area Manager	x	x	
Ronald Henne Mechanical Technician	(b) (6) *(Mobile)	In Training	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Security Manger	x	x	
Rebecca Buskirk EH&S ADMINISTRATIVE ASSISTANT	361-242-5597 (Office)	In Training	Planning: Documentation Unit Leader, Planning Situation Unit Leader, Planning Resources Unit		x	

			Leader			
Jessica Canales Project Administrative Assistant	(361) 242-5519 (Office)	In Training	Planning: Resource Unit Leader Logistics: Service Branch Director Finance / Admin: Section Chief		x	
Adam Crocker Pipeline Operator	(830) 780-2358 (Office) (b) (6) *(Mobile)	1.0 - 4.0	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Security Manager	x	x	
Ruben Velasquez Pipeline Operator	(b) (6) *(Mobile)	In Training	First Responder Operations: Strike Team / Task Force Leader or Single Resource Boss Operations: Staging Area Manager	x	x	
Jesse Tapley PIPELINE OPERATOR	(210) 661-6451 (Office) (b) (6) *(Mobile)	In Training	First Responder, Operations: Strike Team / Task Force Leader or Single Resource Boss	x	x	
Neal Goings Pipeline Inspector	(830) 780-3266 X306 (Office) (b) (6) *(Mobile)	In Training	First Responder, Pipeline Repair Group Supervisor, Strike Team / Task Force Leader or Single Resource Boss	x	x	

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Jacob Garcia Pipeline Operator	(361) 242-5588 (Office) (b) (6) *(Mobile)	In Training	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Security Manager	x	x	
Michael Volmer I/E Technician	(b) (6) *(Mobile)	In Training	First Responder, Strike Team / Task Force Leader or Single Resource Boss, Demobilization Unit Leader	x	x	
Joseph Browning Instrumentation Technician	(b) (6) *(Mobile)	In Training	Operations: Strike Team / Task Force Leader or Single Resource Boss	x	x	
Pete Mata Warehouse and Inventory Manager	(361) 242-5545 (Office) (b) (6) *(Mobile)	In Training	Support Branch Director, Service Branch Director, Demobilization Unit Leader	x	x	
Brandon Seay Project Manager	(361) 242-5566 (Office) (b) (6) *(Mobile)	1.0 - 3.0	Demobilization Unit Leader, Service Branch Director, Support Branch Director	x	x	
Daniel Velazquez Pipeline Operator	(b) (6) *(Mobile)	In Training	1: First Responder; 2: Strike Team / Task Force Leader or Single Resource Boss; 3: Demobilization Unit Leader			
Chris Ortiz Pipeline Operator	(830) 623-1588 (Office)	In Training	First Responder; ? Strike Team / Task Force Leader or Single Resource Boss; Security Manager			
			First Responder, Strike Team/Task			

Juan Pena Pipeline Operator	(b) (6) *(Mobile)	In Training	Force Leader or Single Resource Boss, Demob Unit Leader	x	x	
Joseph Montemayor Pipeline Operator	(b) (6) *(Mobile)	1.0 - 3.0	First Responder Strike Team / Task Force Leader or Single Resource Boss Demobilization Unit Leader	x	x	
Larry Madden Pipeline Operator	(830) 623-1409 (Office)	In Training	First Responder, Strike Team/Task Force Leader or Single Resource Boss, Field Observer	x	x	

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

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FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Christina Summerville Compliance Administrative Asst.	(361) 242-5557 (Office)	In Training	Documentation Unit Leader, Situation Unit Leader, Resource Unit Leader		x	
	(b) (6)		1: First Responder; 2: Strike Team /			

Buckley Outlaw I&E Technician	*(Mobile)	In Training	Task Force Leader or Single Resource Boss; 3: Staging Area Manager	x	x	
Terry Files Pipeline Inspector	(b) (6) *(Mobile)	In Training	1: First Responder; 2: Pipeline Repair Group Supervisor; Strike Team / Task Force Leader or Single Resource Boss	x	x	
Mary Lee Procurement Analyst	(361) 242-5576 (Office)	In Training	1: Resource Unit Leader; 2: Service Branch Director; 3: Finance Section Chief			x
Derek Wilfong	(361) 242-5550 (Office) (b) (6) *(Mobile)	In Training	1: Technical Specialist - ROW Unit Leader; 2: PIO Assistant; Local Emergency Responders; 3: Service Branch Director			x
Gabriel Dick Work Management Process Coordinator	(b) (6) *(Mobile)	In Training	Documentation Unit Leader Resource Unit Leader Situation Unit Leader			x
Robert Hartman Pipeline Operator	(b) (6) *(Mobile)	in Training	1: First Responder; 2: Strike Team / Task Force Leader or Single Resource Boss; 3: Demobilization Unit Leader	x	x	
Darryl Hudson Pipeline Operator	(361) 318-6243 (Office) (b) (6) *(Mobile)	1.0 - 4.0	First Responder Strike Team / Task Force Leader or Single Resource Boss Demobilization Unit Leader	x	x	
Jeremy Holifield Pipeline Integrity Supervisor	(361) 242-5523 (Office) (b) (6) *(Mobile)	1.0 - 4.0	Planning: Resource Unit Leader Planning: Situation Unit Leader			x

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and

Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, IMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

Central Zone

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
National Response Center (NRC) c/o USCG 2100 2nd Street, Southwest Room 2111- B Washington, DC 20593-0001 For online reporting http://nrc.uscg.mil/	(800) 424-8802* (202) 267-2675* (202) 267-1322 (Fax) TDD: (202) 267-4477	
Recommended		
Federal Agencies		
U.S. Fish and Wildlife Service	(202) 208-3100 (410) 573-4537	
State Agencies - Texas		
Regional Director: Patty Reeh 2800 South IH 35 Ste. 100 Austin, Texas 78704-5700	(512) 339-2929 (512) 339-3795	
Regional Director: Richard Garcia 14250 Judson Road San Antonio, Texas 78233-4480	(210) 490-3096 (210) 545-4329	
Regional Director: Susan Clewis NRC Building Ste. 1200 6300 Ocean Drive Unit 5839 Corpus Christi, Texas 78412-5839	361-825-3100 361-825-3101	
State Emergency Response Commission (SERC) Texas Division of Emergency Management PO BOX 4087, MSC 0223 Austin, TX 78733	(800) 832-8224 (800) 452-2791 (512) 424-5677	

(You must inform SERC what agency to contact: TCEQ / TGLO / RRC)		
Texas 811 11880 Greenville Avenue Suite 120 Dallas, TX 75243	(800) 344-8377 (DIG TESS) (866) 402-8544 (972) 231-5497	
Texas Parks and Wildlife Kills and Spills Team (KAST) 24-hr communications Center	(512) 389-4848	
Texas Railroad Commission District 4 Oil & Gas Office PO Box 10307 Corpus Christi, TX 78460	(361) 242-3113 (24- hrs)	
Texas Railroad Commission Office of Pipeline Safety, Region 5 Houston, Texas 1706 Seamist Drive Suite 501 Houston, TX 77008-3155	(713) 869-8425	
Texas Railroad Commission, District 1&2 Oil & Gas San Antonio District Office 115 East Travis Suite 1610 San Antonio, TX 78205	(210) 227-1313	
County Agencies - Texas		
Bee County		
Bee Co. Sheriff Department 1511 East Toledo Beeville, TX 78102	(361) 362-3221	
Beeville - Christus Spohn Hospital 1500 East Houston Beeville, TX 78102	(361) 354-2000	
Beeville City Fire & Ems 402 North Washington Beeville, TX 78102	(361) 358-8100 (361) 362-7613	

Central Zone**3 - 18****FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Bee County		

Beeville Police Department 402 North Washington Beeville, TX 78102	(361) 358-8100	
Judge Abel Suniga 2301 North Fenner Beeville, Texas 78102	361-362-3748	
Precinct 1 Constable Lance Frerich 105 W. Corpus Christi RM 109 Beeville, Texas 78102	361-362-3221 361-354-5439 (FAX)	
Precinct 2 Constable Clifford Bagwell P.O. Box 67 Tuleta, Texas 78162	361-362-5490 361-362-2933 (FAX)	
Precinct 3 Constable Kirk Delgado P.O. Box 392 Beeville, Texas 78104	361-597-0646	
Precinct 4 Constable Zeke Ortiz PO Box 1492 Beeville, Texas 78104	361-362-5820	
Bexar County		
Bexar Co. Sheriff Department 203 West Nueva Street Suite 309 San Antonio, Texas 78207	(210) 335-6010 911	
Brooke Army Medical Center 3851 Roger Brooke Dr # 3600 Fort Sam Houston, TX 78234	(210) 916-4141	
LEPC EOC PO BOX 35488 San Antonio, Texas 78235	210-286-5537	
San Antonio Fire Department 115 Auditorium Circle San Antonio, TX 78205	(210) 207-8400 911	
San Antonio Police Department 214 West Nueva San Antonio, TX 78207	(210) 207-7484 911	
DeWitt County		
DeWitt Co. LEPC 307 N. Gonzales St. Cuero, TX 77954	(361) 275-3642	
DeWitt Co. Sheriff Department 208 East Live Oak Cuero, TX 77954	(361) 275-5734	
Gonzales County		

Gonzales Co. LEPC & Emergency Manager 414 St. Joseph St.,#200 Gonzales, TX 78629	(830) 672-2327 (830) 857-5489	
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Central Zone**3 - 19****FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Gonzales County		
Gonzales Co. Sheriff Department 1713 East Sarah Dewitt Gonzales, TX 78629	(830) 672-6524 (830) 672-6525 (830) 672-6526	
Karnes County		
Karnes Co. LEPC 303 W. Main Karnes City, TX 78119	(830) 583-2225 fleal@sbcglobal.net	
Karnes Co. Sheriff Department 113 North Panna Marie Karnes City, TX 78118	(830) 780-3931	
Nueces County		
Corpus Christi - Christus Spohn Memorial Hospital 2606 Hospital Boulevard Corpus Christi, TX 78405	(361) 902-4000	
Corpus Christi Fire Department 2406 Leopard Corpus Christi, TX 78408	(361) 880-3000 (361) 886-2600	
Corpus Christi Police Department 321 John Sartain Corpus Christi, TX 78401	(361) 886-2600	
Corpus Christi Port Police Department 1002 EastPort Corpus Christi, TX 78401	(361) 882-1182 (361) 885-6197 (361) 885-6200	
Nueces Co. LEPC 2406 Leopard Street Suite # 30 Corpus Christi, TX 78408	(361) 826-4333	
Nueces Co. Sheriff Department 901 Leopard Street	(361) 887-2219 (361) 826-2900	

Corpus Christi, TX 78401		
Refugio County		
Coastal Plain Local Emergency Planning Committee 300 North Rachal Street Sinton, TX 78387	(361) 364-9651 (361) 364-6194 (Fax)	
Precinct 1 Constable Mark Moore 808 Commerce Street Refugio, Texas 78377	361-526-5582 361-526-4971 (FAX)	
Precinct 2 Constable J.J. Garza 808 Commerce Refugio, Texas 78377	361-526-2351 361-526-1668	
Refugio County Memorial Hospital 107 Swift Street Refugio, TX 78377	(361) 526-2321	
Refugio County Sheriff Department 808 Commerce St #101 Refugio, Texas 78377-3151	(361) 526-2351 (361) 526-1668 (Fax)	

Central Zone

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FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Refugio County		
Refugio Police Department 601 Commerce Street Refugio, Texas 78377	(361) 526-4533	
Refugio Volunteer Fire Department 405 North Alamo Street Refugio, TX 78377	(361) 526-2114 (361) 526-2222 (Fax)	
Stan Upton Emergency Management Coordinator 808 Commerce Refugio, Texas 78377	361-526-2820 (b) (6) (cell)	
San Patricio County		

Pedro Hernandez P.O. Box 16 Odem, Texas 78370	361-368-4311	
Precinct 1 Constable Gonzalo Gonzales 300 North Rachal Sinton, Texas 78387	361-364-2251	
Precinct 2 Constable Steve Garcia PO BOX 16 Odem, Texas 78370	361-368-4311	
Precinct 4 Constable Parnel Haynes PO Box 199 Portland, Texas 78374	361-643-2241	
Precinct 5 Constable Juan Gonzales 619 North Frio Street Mathis, Texas 78368	361-547-2244	
Precinct 6 Constable Don Perkins 911 South Commercial Aransas Pass, Texas 78336	361-758-5657	
Precinct 8 Constable Terry Gonzales 614 Third Street Taft, Texas 78390	361-528-2738	
San Patricio Co. LEPC c/o Coastal Plain 300 North Rachal Street Sinton, TX 78387	(361) 364-9650 (361) 364-6194	
San Patricio Co. Sheriff Department 300 North Rachal Sinton, TX 78387	(361) 364-2251	
Victoria County		
Victoria - Citizen's Medical Center 2701 Hospital Drive Victoria, TX 77901	(361) 573-9181 (361) 572-5124	
Victoria Co. LEPC 2701 Hospital Dr. Victoria, Texas 77901	(361) 573-9181	

Central Zone**3 - 21****FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**

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

*24-Hour Number

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AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Victoria County		
Victoria Co. Sheriff Department 101 North Glass Victoria, TX 77901	(361) 575-0651	
Victoria Fire Department 606 East Goodwin Victoria, TX 77901	(361) 485-3450 911	
Victoria Fire Marshall 25 Hanger Drive North Victoria, TX 77904	(361) 579-9103	
Victoria Police Department 306 South Bridge Street Victoria, TX 77901	(361) 573-3221 (361) 485-3700	
Wilson County		
Wilson Co. LEPC 800 10th Street Building B Floresville, TX 78114	(830) 393-8351	
Wilson Co. Sheriff Department 800 10th Street Floresville, TX 78114	(830) 393-2535	

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FIGURE 3.1-6 - OIL SPILL RESPONSE CONTRACTOR RESOURCES AND TELEPHONE NUMBERS

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
USCG Classified OSRO's		
Anderson Pollution Control Victoria , Texas	866-609-6208 (24-hr Emergency) 361-573-7400	
Anderson Pollution Control Houston , Texas	866-609-6208 (24-hr Emergency) 281-479-5300	

Eagle SWS, (San Antonio) Cibolo, TX	(210) 566-8366 (210) 566-6247 (Fax) (877)-742-4215 (24 Hour)	
Garner Environmental Services, Inc. (Houston Operations) Deer Park, Texas	800-424-1716 (281) 930-1200 (281) 478-0296 (Fax)	
Miller Environmental Services, Inc. Corpus Christi, TX	(361) 289-9800 (24- hr) (361) 289-6363 (Fax)	
OMI Environmental Solutions (Houston) La Porte, TX	800-645-6671 (24-hr Emergency) 281-470-2016 281-470-2216 (Fax)	
TAS Environmental Services (Dallas) Dallas, TX	1-888-654-0111 (972) 638-9700 (972) 638-9702 (Fax)	
TAS Environmental Services, (Austin) Austin, TX	888--654-0111 (512) 990-9903 (512) 990-0033 (Fax)	
TAS Environmental Services, (Fort Worth) Fort Worth, TX	1-888-654-0111 (817) 535-7222 (817) 535-8187 (Fax)	
TAS Environmental Services, LP (San Antonio) San Antonio, Texas	888-654-0111 (210) 496-5310 (210) 496-5312 (Fax)	

Central Zone**3 - 23****FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Additional Services		
Cardno Entrix 5252 Westchester Suite 250 Houston, TX 77005	(800) 368-7511 (713) 666-6223 (Office)	
REISS Remediation	(713) 544-3016	

20 Greenway Plaza Houston, TX 77046 Attn. Michael Christopher	(Office) (b) (6) (Cell)	
Aviation Companies		
Guardian Air Patrol 1050 East 2nd Street #225 Edmond, OK 73034	405-708-1911	
Laboratories		
AnalySys, Inc. 2209 North Padre Island Drive, Suite K Corpus Christi, TX 78408	(361) 289-6384 (361) 289-0875 (Fax)	
AnalySys, Inc. 3512 Montopolis Drive Austin, TX 78744	(512) 385-5886 (800) 440-5896 (512) 385-7411 (Fax)	
TestAmerica Laboratories 1733 North Padre Island Drive Corpus Christi, TX 78408	(361) 289-2673 (361) 289-2471 (Fax)	
Neighboring Facilities		
Conoco Philips Helena Field Station	(830) 583-4803	
FHR Austin Terminal 9011 Johnny Morris Rd. Austin, TX 78724	512-928-9226 (fax) 512.928.9229	
FHR Bastrop Terminal 115 Mount Olive Rd. Cedar Creek, TX 78612	512-332-2150 (fax) 512.321.1068	
FHR Ingleside Terminal 103 FM 1069 Ingleside, TX 78362	361-887-6847 361-776-7535 (fax) 361.776.2693	
FHR San Antonio Terminal 498 Pop Gunn Dr. San Antonio, TX 78219	210-666-6621 (fax) 210.666.4802	
Radio Stations		
Clear Channel Radio 3601 South Congress Avenue Building F Austin, TX 78704	(512) 684-7300	
KONO Radio 8122 Datapoint Drive Suite 600 San Antonio, TX 78229	(210) 470-5666	
Radio Rentals		
Total Safety 6810 Leopard	(361) 289-5995 (361) 289-6797 fax	

Corpus Christi, TX 78409

(361) 442-4224 Sales
Rep**Central Zone****3 - 24****FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED**

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Spill Management Technical Advisors		
Bill Oswald Government Affairs (Austin TX) KCPS, LLC	(512) 476-4795 (office) (b) (6) (home) (b) (6) (cell)	
Dan Shisler Insurance Claims Manager KBS Financial Solutions, Claims Management Services	(316) 828-5026	
Jim Andrew KPL Compliance Director Koch Pipeline Company, L.P.	(316) 828-5511 (office) (b) (6) (cell) (888) 732-1764 (pager) (316) 828-7887 (fax)	
Joel Davidson Emergency Response Capability Leader Koch Pipeline Company, L.P.	(316) 828-6604 (office) (b) (6) (cell) (316) 828-7199 (fax)	
Katie Stavinoha Director, Public Affairs KCPS, LLC	(281) 363-7260 (office) (b) (6) (cell) (316) 828-6997 (fax)	
Tom Harwell Director, Compliance & Community, Public Affairs KCPS, LLC	(316) 828-7082 (office) (b) (6) (home) (b) (6) (cell)	
Storage Tanks Rentals and RORO's		
Bakercorp - Corpus Christi 533 McBride Lane, Corpus Christi, TX 78408 Bakercorp - Kilgore 459 Cargill Road, Kilgore, TX 75662	(361) 289-7708 (Corpus Christi) (903) 983-2916 (Kilgore) (830) 606-7788 (San	

Bakercorp - San Antonio Combo 22345 IH 35 South, New Braunfels, TX 78132	Antonio) (817) 608-0576 (Dallas)	
Bakercorp - Dallas 7818 South Cooper Street, Arlington, TX 76001		
NES Rentals 1745 North Padre Island Drive Corpus Christi, TX 78408	(361) 289-5061	
Rain 4 Rent - Corpus Christi 8515 Up River Road Corpus Christi, Texas 78409	(361) 241-2339 (Corpus Christi)	
Rain 4 Rent - San Antonio 3744 Southeast Loop 410 San Antonio, TX 78222	(210) 648-4006 (San Antonio)	
Rain 4 Rent - Dallas 837 109th Street Dallas, TX 76011	(817) 652-1079 (Dallas)	
Rain 4 Rent - Kenedy 221 Airport Road Kenedy, TX 78119	(830) 583-9744 (Kenedy)	
Television Stations		
Channel 4 KGBT Television 9201 West Expressway 83 Harlingen, Texas 78552	956-366-4444	
Channel 48 Spanish 801 North Jackson Road McAllen, Texas 78501	956-661-6000 956-687-7784 (Fax)	
Channel 5 KRGV-TV Newschannel 5 900 East Expressway Weslaco, Texas 78596	956-631-5555 956-968-5555 956-428-5555 956-544-5555	
KDFI TV 400 North Griffin Street Dallas, TX 75202	(214) 720-4444	
KDFW TV 400 North Griffin Street Dallas, TX 75202	(214) 720-4444	
Central Zone		3 - 25

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Television Stations		
KENS TV	(210) 366-5000	

5400 Fredericksburg Road San Antonio, TX 78229	(210) 366-5001	
KIII-TV (ABC) - Channel 3 5002 South Padre Island Drive Corpus Christi, TX 78411	(361) 986-8300 (361) 986-8507 (Fax)	
KVUE TV 3201 Steck Avenue Austin, TX 78757	(512) 459-9442	
KWTX TV 6700 American Plaza Waco, TX 76712	(254) 776-1330 (254) 776-3242 (news room) (800) 749-5957 (news room toll-free)	
McAllen - KNVO (Univision) 801 North Jackson Road McAllen, TX 78501	(956) 687-4848	
WOAI TV 1031 Navarro Street San Antonio, Texas 78205	(210) 226-4444	
Transport Companies		
Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179 1-888-UPRR COP (877-7267) to report hazardous materials releases, personal injuries, criminal activities, illegal dumping, or other environmental incidents. To report emergency grade crossing blockages or damage, please call 1-800-848-8715.	UP Main Number: 402-544-5000 UP Operator: 888-870-8777	
Vacuum Truck Services		
H & K Vacuum Trucks Inc 1010 Sodville Street Sinton, TX 78387 P.O. Box 1340 Sinton, TX 78387	(361) 364-4311 (361) 364-5920 (Fax) (800) 456-9430	
Miller Environmental Services 401 Navigation Blvd. Corpus Christi, TX 78408	(361) 289-9800* (361) 289-6363 (Fax)	
Process Solutions 1218 Southern Minerals Road Corpus Christi, TX 78409	(361) 299-2898 (361) 289-7437 (Fax)	

TAS Environmental - San Antonio 14350 Lookout Road San Antonio, TX 78233 TAS Environmental - Fort Worth 3929 E. California Pkwy Fort Worth, TX 76119	(888) 654-0111 (24/7 Number) (210) 496-5310 (San Antonio) (817) 535-7222 (Fort Worth)	
Weather		
Austin Weather Report Trail Of Madrones Austin, TX 78746	(512) 451-2424	
Corpus Christi National Weather Service 300 Pinson Drive Corpus Christi, TX 78406	(361) 289-1861	
San Antonio (KENS TV 5) Weather Report 8122 Datapoint Drive Suite 500 San Antonio, TX 78229	(210) 470-5367	
Central Zone		3 - 26

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Wildlife Rehabilitation		
Animal Rehabilitation Keep (ARK) 750 Channel View Drive Port Aransas, Texas 78373	361-749-6793	
Wildlife Center of Texas 7007 Katy Road Houston, TX 77024 (Federal License # PRT673173 & State License SPH090-090)	(b) (6) (Upper Coast Cell) (713) 861-9453 (b) (6) (Home) (281) 992-8080 (Lower Coast)	
Wildlife Resonse Service, LLC PO BOX 842 Seabrook, TX 77586	713-705-5897 281-266-0054 (pager)	

Central Zone

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FIGURE 3.1-8 - ADJOINING NEIGHBORS

KPL Pipeline Facilities	Entity / Business Name	Emergency Contact Name or Title	Emergency Contact Phone Number	Type of Entity	Special Instructions
Central Zone					
San Antonio Pump Station	Area Wholesale Tire Company LLC	Luis Almaras	210-224-5861		
Pettus Pump Station	B&G Materials	Leo Ochoa or Colleen	361-354-3260 Leo 361-562-1459 scale house		
Pettus Pump Station	Connect Transportation	Steve Cornelison	210-287-1366		
Helena Station	Conoco Phillips Bordovsky Control Room		830-583-4895		
Pettus Pump Station	Falco Energy	Ryan Dahle	940-536-8554		
San Antonio Pump Station	FHR - San Antonio Terminal	Randy Grimes	(b) (6) cell 210-666-6621 office		
Pettus Pump Station	Flint Energy Services	Rodney Rodriguez	361-494-7100		
Pettus Pump Station	Flint Energy Services	Jeff Maronen	361-494-8607		
Ingleside Pump Station	Flint Hills Ingleside Terminal	Operations Desk	361-887-6847	Refinery	
Ingleside Pump Station	Flint Hills Ingleside Terminal	Ronnie Lee	361-215-8971	Marine Terminal	ronnie.lee@fhr.com
Pettus Pump Station	Genesis Crude Oil	Lupe Lozano	361-960-9629		
Pettus Pump Station	Genesis Crude Oil	Alex Gonzales	361-960-4271		
Ingleside Pump Station	Gulf Marine South Yard	Ronnie Turnham	361-425-8694		rturnham@gmftx.com

Pettus Pump Station	Gulfmark Energy	Juan	(b) (6) cell 210-225-1933 office		
New Quintana Injection	Harvest Pipeline	Rick Edwards-Supervisor	361-877-3377		call for emergency purposes
New Quintana Injection	Harvest Pipeline	Office	361-526-2202 ext 271		
Lambert Injection Station	Harvest Pipeline	Rick Edwards-supervisor	361-877-3377		
Lambert Injection Station	Harvest Pipeline	Refugio Office	361-526-2202 ext 271		
Pettus Pump Station	Harvest Pipeline	Tyrell Campbell	(b) (6) cell 361-526-2202 office		
New Quintana Injection	HillCorp	Tommy Pesencik	361-571-1067		
Lambert Injection Station	Hillcorp	Tommy Psencik	361-571-1067		
Pettus Pump Station	Homeowner	Jesse Torres	361-354-4023		
Pettus Pump Station	Mission Petroleum Carriers	Mano Villarreal	(b) (6) cell 361-288-7367 terminal		
San Antonio Pump Station	Motiva Enterprises LLC	Paul Castillia	210-226-3193 Office (b) (6) cell		
San Antonio Pump Station	Motiva Enterprises LLC	Martin Kirk	210-226-3193 office (b) (6) cell		
Pettus Pump Station	NuStar Energy	Mark	(b) (6) cell 361-696-7520 office		
Pettus Pump Station	Plains Marketing LP	Ramon Cancino	(b) (6) cell 361-289-2347 cell		
Ingleside Pump Station	Port of Corpus Christi	Command Center	361-882-1182		
Pettus Pump	RC's Jubilee Trucking &	Rudy	361-438-2827		

Station	Transportation	Casas			
Pettus Pump Station	RC's Jubilee Trucking & Transportation	Jenny Lee Hernandez	361-737-1230		
Refugio Pump Station	South Cross Energy	Rudy Cantu	361-550-4269		Call for any issues/releases. Offices out of Victoria.
Pettus Pump Station	Striker Oilfield Services	Joe Menard	(b) (6) cell (b) (6) cell		
Refugio Pump Station	Texana Pipeline	Joe Havelka	361-813-8431		Call for issues/release. Offices out of Pettus
Pettus Pump Station	Trimac Transportation	Michael Maes	956-285-9461		
San Antonio Pump Station	Union Pacific Railroad	Emergency Number	1-800-848-8715		Crossing number: 764236C
Refugio Pump Station	Valero (petroleum line)	Paul Valdez	(b) (6) cell 361-786-8292 office		Call for any releases or issues

SECTION 4
RESPONSE TEAM ORGANIZATION

Last revised:

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4.1 Description

4.2 Activation Procedures

4.3 Team Member Response Times

4.4 Incident Command System / Unified Command Structure

4.5 Qualified Individual (QI)

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

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

4.6 Incident Management Team (IMT) Job Descriptions and Guidelines

4.1 DESCRIPTION

The Incident Management Team (IMT) has been created and organized to plan for and manage emergencies. The IMT is composed of Company personnel from offices within the Area. Additional personnel from outlying offices can be used (if needed). The IMT will develop strategies and priorities for a response, then will supervise contractors, handle safety and security matters, and will provide logistical support for contractor personnel. The IMT will handle all communications with the media and the public (**SECTION 7.2**). Job descriptions for each IMT member are provided in **SECTION 4.6**. The IMT will train by participating in exercises as noted in **APPENDIX A.1**.

4.2 ACTIVATION PROCEDURES

Activation of the IMT may be accomplished in stages. Initially, the First Responder assumes the role of Incident Commander (IC). During an incident, the initial IC may be able to respond without assistance from the IMT. If the situation requires more resources, the First Responder having assumed the role of the IC, may request additional personnel or management support from the IMT through the QI and the notification process. Depending on the situation, the QI may assume the role of Incident Commander. Having adopted the ICS/UCS protocols as the company response management system, the QI/IC can call out the other IMT members to expand or contract as needed by the requirements of the specific incident. The IMT activation procedure is provided in **FIGURE 4.5-1**.

4.3 TEAM MEMBER RESPONSE TIMES

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

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND STRUCTURE

The Incident Command System (ICS) will be used by the Company IMT for managing emergencies. The IMT organization chart is provided in **FIGURE 4.5-2**. The organization can be expanded or contracted as necessary for any specific incident. Not all sections or jobs need to be established. The Incident Commander and General Staff will decide on the components to be activated.

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

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Company Incident Commander (may also be the QI)

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

4.5 QUALIFIED INDIVIDUAL (QI)

Authority and Responsibilities

The Qualified Individual (QI) is an English-speaking representative available on a 24-hour basis and capable of arriving at the facility in a reasonable time.

As required by the Oil Pollution Act of 1990, the QI(s) identified have full authority to:

- Activate and contract with oil spill removal organization(s),
- Activate personnel and equipment maintained by the operator,
- Act as a liaison with the pre-designated Federal On-Scene Coordinator (OSC), and
- Obligate funds necessary to carry out required or directed response actions

Each QI identified is:

- Located in the United States,
- Familiar with the implementation of the response plan, and
- Trained in the responsibilities of the qualified individual under the response plan.

QI responsibilities include:

- Activate internal alarms and hazard communication systems to notify facility personnel;
- Notify response personnel, as needed;
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification;
- Notify and provide necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee;
- Assess the interaction of the discharged substance with water and/or other substances stored at the facility and notify response personnel at the scene of that assessment;
- Assess the possible hazards to human health and the environment due to the release. 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);
- Assess and implement prompt removal actions to contain and remove the substance released;
- Coordinate rescue and response actions as previously arranged with all response personnel;
- Use authority to immediately access company funding to initiate cleanup activities; and
- Direct cleanup activities until properly relieved of this responsibility.

4.5 QUALIFIED INDIVIDUAL (QI), CONTINUED

If off-site, the QI will coordinate with Incident Commander to ensure company response plan is implemented for the emergency response; ensure a response is occurring.

Once on-site, the QI may assume the responsibilities of the Incident Commander and assume overall command of the response operations as described in **SECTION 4.6**.

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

For the purposes of 40 CFR 265 the QI is assumed to be the Emergency Coordinator.

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

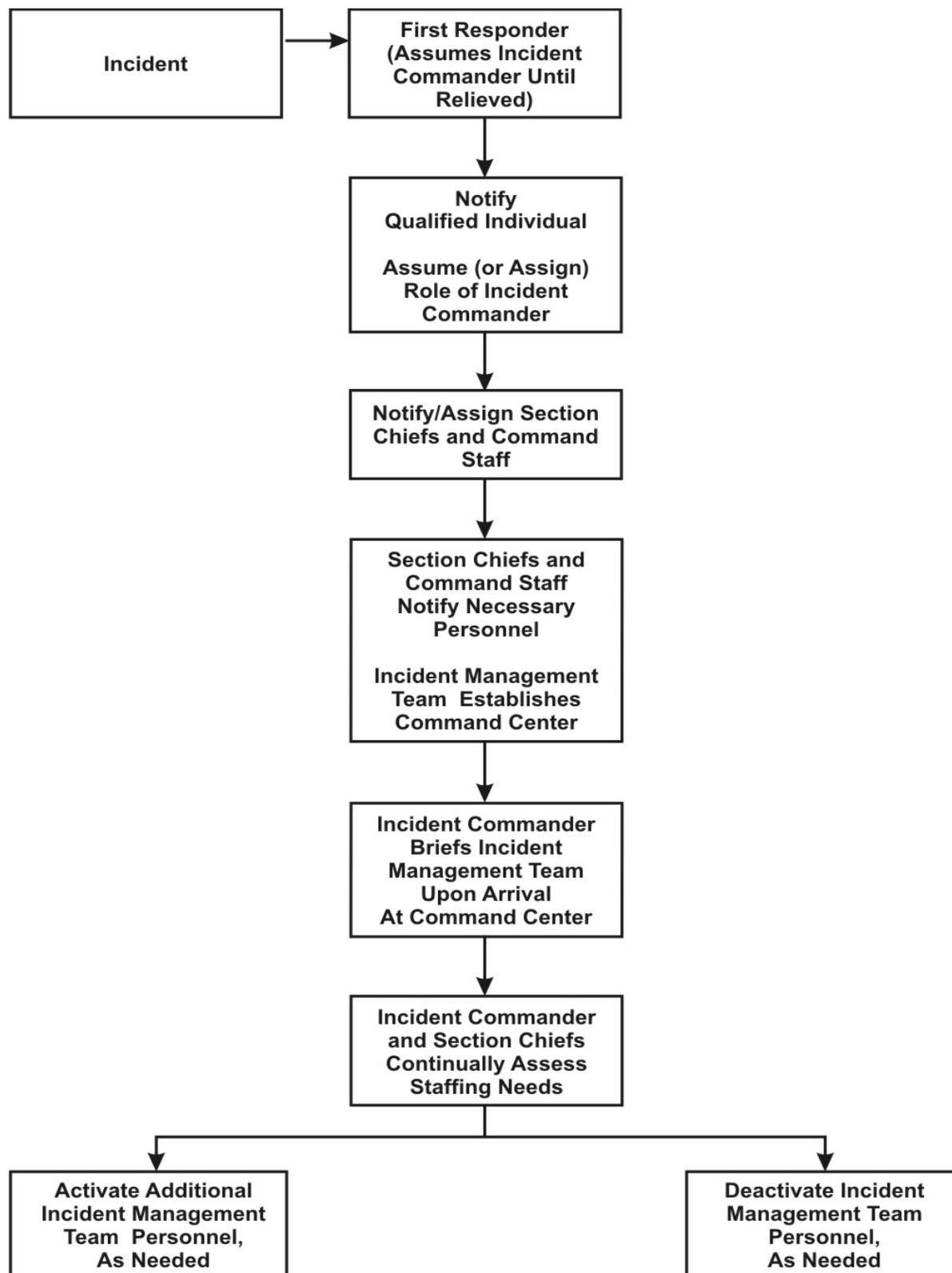
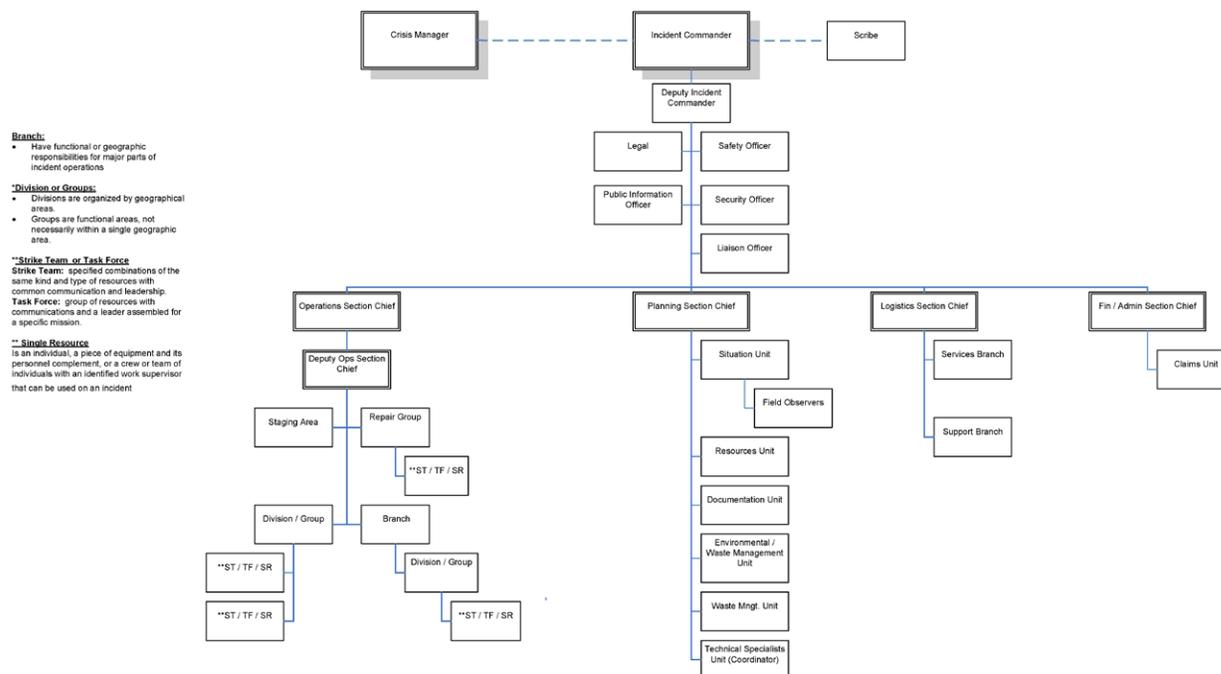


FIGURE 4.5-2 - INCIDENT MANAGEMENT TEAM (IMT) ORGANIZATION CHART

(Click here for larger view)



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4.6 INCIDENT MANAGEMENT TEAM (IMT) JOB DESCRIPTIONS AND GUIDELINES

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

- Common Responsibilities
- Incident Commander (IC)
- Safety Officer (SOFR)
- Public Information Officer (PIO)
- Security Manager (SECM)
- Liaison Officer (LNO)
- Operations Section Chief (OSC)
- Staging Area Manager (STAM)
- Branch Director (OPBD)
- Division Supervisor (DIVS)
- Planning Section Chief (PSC)
- Situation Unit Leader (SITL)
- Resource Unit Leader (RESL)
- Documentation Unit Leader (DOCL)
- Environmental Unit Leader (ENVL)
- Logistics Section Chief (LSC)
- Finance Section Chief (FSC)

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COMMON RESPONSIBILITIES

The following responsibilities are applicable to all personnel in an ICS organization:

Responsibilities:

- Receive your job assignment (position, designation), including:
 - Brief overview of type and magnitude of incident.
 - Travel instructions including reporting location and reporting time.
 - Any special communications instructions (e.g. travel, radio frequency).
- Upon arrival at the incident, check in at the designated check-in location.
- Receive briefing from immediate supervisor and/or person you are relieving.
- Acquire work materials; ensure all equipment is operational prior to each work period.
- Participate in IMT meetings and briefings as appropriate.
- Ensure compliance with all safety practices and procedures. Report unsafe conditions to the Safety Officer.
- Supervisors shall maintain accountability for their assigned personnel; Organize and brief subordinates.
- Know your assigned communication methods; Use clear text and ICS terminology (no codes) in all radio communications.
- Complete Incident ISC forms and reports required of the assigned position and ensure proper disposition of incident documentation as directed by the Documentation Unit.
- Brief shift replacement on ongoing operations when relieved at operational periods or rotation out.
- Respond to demobilization orders and return all assigned equipment to appropriate location.
- Complete Demobilization Check-out process before returning to home base.
- Participate in After-Action activities as directed.

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INCIDENT COMMANDER (IC)

The IC's have responsibility for management of the incident. On many incidents, the command activity is carried out by a single IC.

The IC may have Deputy IC's, who may be from the same company or from an assisting mutual aid group. The Deputy IC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time. When span of control becomes an issue for the IC, a Deputy IC/Chief of Staff may be assigned to manage the Command Staff.

The major responsibilities of the IC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain a briefing from the prior IC (201 Briefing).
- Set Incident Objectives, establish incident priorities and give general direction for managing the incident. (This is done in concert with Unified Command, if applicable)
- Establish an Incident Command Post.
- Brief Command Staff and Section Chiefs.
- Establish an appropriate response organization.
- Ensure planning meetings are scheduled as required or delegate to Planning Section Chief.
- Approve and authorize the implementation of an Incident Action Plan.
- Ensure that adequate safety measures are in place.
- Coordinate activity for Command and General Staff.
- Ensure adequate resources are being made available to the response effort.
- Approve requests for additional resources or for the demobilization of resources.
- Maintain clear and effective communications, plus ensure incident information is shared with key stakeholders on incident status.
- Approve the use of third party resources.
- Authorize release of information to the news media.
- Ensure Incident Status Summary (ICS 209) is completed and forwarded to appropriate individuals.
- Approve demobilization of the incident when appropriate.
- Maintain Unit Log (ICS 214).

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SAFETY OFFICER (SOFR)

The SOFR function is to develop and recommend measures for assuring personnel safety and to assess and/or anticipate hazardous and unsafe situations. Only one primary SOFR will be assigned for each incident.

The SOFR may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions. Safety assistants may have specific responsibilities, such as potential hazardous material exposures, air monitoring operations, etc.

The major responsibilities of the SOFR are:

Responsibilities:

- Review Common Responsibilities.
- Ensure hazardous situations associated with the incident are identified.
- Develop the Site Safety Plan and publish Site Safety Plan Summary (ICS 208) as required.
- Exercise emergency authority to stop and prevent unsafe acts.

- Develop the Work Safety Analysis Worksheet (ICS-215a) as required.
- Review the IAP for health and safety hazard mitigation strategies.
- Provide health and safety technical support for assigned responders.
- Participate in tactics and planning meetings, and other meetings and briefings as required.
- Ensure accidents that have occurred within the incident area are investigated.
- Review and approve the Medical Plan (ICS 206).
- Ensure that all applicable health and safety agency forms, reports and documents are completed prior to demobilization.
- Brief Command on safety issues and concerns.
- Have debriefing session with the IC prior to demobilization.
- Maintain Unit Log (ICS 214).

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PUBLIC INFORMATION OFFICER (PIO)

The PIO is responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations.

Only one primary PIO will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents. The PIO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions.

The following are the major responsibilities of the PIO, which would generally apply on any incident.

The major responsibilities of the PIO are:

Responsibilities:

- Review Common Responsibilities.
- Determine if there are any limits on information release ? consult with IC and Legal.
- Develop material for use in media briefings media releases and review with IC. Coordinate with Legal.
- Receive authorization from IC and conduct media briefings.
- Obtain media information that may be useful to incident planning.
- Arrange for tours and other interviews or briefings that may be required.
- Manage a Joint Information Center (JIC) if established.
- Brief Command on PIO issues and concerns.
- Maintain Unit Log (ICS 214).

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SECURITY MANAGER (SECM)

The SECM is responsible for providing safeguards needed to prevent unauthorized access and protect personnel and property from loss or damage.

The major responsibilities of the SECM are:

Responsibilities:

- Review Common Responsibilities.
- Establish contacts with local/state/federal law enforcement agencies, as required. NOTE: The extent of this interaction will change extensively if the cause of the incident is a security breach and the role may be elevated to a command staff position.
- Request required personnel support to accomplish work assignments.
- Ensure that support personnel are qualified to manage assigned responsibilities.
- Develop Security Plan and adjust as needed.
- Coordinate security activities with appropriate incident personnel.
- Control access to response site.
- Prevent theft of property and maintain order at the response site.
- Maintain Unit Log (ICS 214).

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LIAISON OFFICER (LNO)

Incidents that are multijurisdictional, or have several agencies involved, may require the establishment of the LNO position on the Command Staff. Only one primary LNO will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents.

The LNO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions. The LNO is assigned to the incident to be the contact for assisting and/or cooperating Agency Representatives.

The major responsibilities of the LNO are:

Responsibilities:

- Review Common Responsibilities.
- Be a contact point for Agency Representatives ? maintain a list, including name and contact information.
- Assist in establishing and coordinating interagency contacts.
- Maintain list of Agency Representatives that are on site each day.
- Brief Incident Commander on agency issues and concerns.
- Keep agencies supporting the incident aware of incident status (NOTE: This applies even if agency is not on site).
- Coordinate activities of visiting dignitaries.
- Participate in planning meetings, providing limitations and capability of assisting

agency resources.

- Coordinate response resource needs of Agency Representatives for incident investigation activities with the Operations Section Chief.
- Maintain Unit Log (ICS 214).

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OPERATIONS SECTION CHIEF (OSC)

The OSC, a member of the General Staff, is responsible for the management of tactical operations applicable to the primary objectives.

The OSC activates and supervises operational elements in accordance with the Incident Action Plan (IAP) and directs its execution. The OSC directs the preparation of operational plans, requests or releases resources, monitors operational progress, and makes expedient changes to the IAP as necessary, and reports such to the IC.

The OSC is responsible for the major duties described for each Branch, Division/Group, Strike Team/Task Force or Single Resources Unit within the Operations Section. The OSC may assign Deputy OSC's, to supervise on-scene operations (major responsibilities (d) through (k) listed below). The Deputy OSC must be capable to takeover as the OSC, if the situation warrants.

The major responsibilities of the OSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Request sufficient personnel for supervisory staffing of each Branch, Division/Group, Strike Team/Task Force or Single Resources Unit identified within the Operations Section.
- Initially, develop work assignments and allocate tactical resources based on strategic requirements.
- Coordinate planned activities with the SOFR to ensure compliance with safety practices.
- Subdivide work areas into manageable units.
- Supervise operations field personnel or assign to Deputy OSC.
- Coordinate and consult with the PSC, SOFR technical specialists, modeling scenarios, trajectories, etc., on selection of appropriate strategies and tactics to accomplish objectives.
- Participate in the planning process and the development of the tactical portions of the IAP.
- Convert operational incident objectives into strategic and tactical options. These options may be documented on a Work Analysis Matrix (ICS-234).
- Identify kind and number of resources required to support Incident Strategies; develop operations portion of the IAP and complete Operational Planning Worksheet (ICS 215).
- Participate in the development of the Incident Action Plan Safety Analysis (ICS 215a).

- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Implement the IAP for the Operations Section.
- Evaluate on-scene operations and make adjustments to Operational organization, strategies, tactics, and resources, as necessary.
- Evaluate and monitor current situation for use in next operational period planning; coordinate information with Situation Unit Leader.

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OPERATIONS SECTION CHIEF (OSC), CONTINUED**Responsibilities, Continued:**

- Ensure the Resources Unit is advised of changes in the status of resources assigned to the section.
- Assist with development of long-range strategic, contingency, and demobilization plans.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Participate in operational briefings to IMT members.
- Maintain Unit Log (ICS 214).

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STAGING AREA MANAGER (STAM)

The STAM is under the direction of the Operations Section Chief and is responsible for managing all activities within a Staging Area.

The major responsibilities of the STAM are:

Responsibilities:

- Review Common Responsibilities.
- Proceed to Staging Area.
- Determine any support needs for equipment, materials, supplies, feeding, sanitation and security for staging area.
- Establish Staging Area layout and post areas for identification and traffic control.
- Establish check-in function as appropriate.
- Maintain Staging Area in orderly condition.
- Ensure security of staged resources.
- Obtain and issue receipts for equipment and other supplies distributed and received at Staging Area.
- Request maintenance service for equipment at Staging Area as appropriate.

- Respond to request for resource assignments.
- Advise the OSC when reserve levels reach minimums.
- Maintain and provide status to Resource Unit of all resources in Staging Area, especially when being relieved of position.
- Demobilize Staging Area in accordance with the Incident Demobilization Plan.
- Participate in meetings and briefings as required,
- Maintain Unit Log (ICS 214).

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BRANCH DIRECTOR (OPBD)

The OPBD's when activated, are under the direction of the Operations Section Chief and are responsible for the implementation portion of the Incident Action Plan appropriate to the Branches.

The major responsibilities of the OPBD are:

Responsibilities:

- Review Common Responsibilities.
- Identify Divisions, Groups, and resources assigned to the Branch.
- Implement IAP for the Branch; ensure that Division and/or Group Supervisors (DIVS) assigned to the Branch have a copy of the relevant portions IAP.
- Review Division/Group Assignment Lists (ICS 204) for Divisions/Groups within the Branch. Modify assignments where necessary, based on effectiveness of current operation plan.
- Report to OSC when: the IAP is to be modified; additional resources are needed; surplus resources are available; or hazardous situations or significant events occur.
- Resolve logistic problems reported by subordinates.
- Attend planning meetings as requested by the OSC.
- Ensure through chain of command that Resources Unit is advised of changes in the status of resources assigned to the Branch.
- Demobilize in accordance with the Incident Demobilization Plan.
- Participate in meetings and briefings as required.
- Debrief with OSC and/or as directed at the end of each shift.
- Maintain Unit Log (ICS 214).

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DIVISION SUPERVISOR (DIVS)

The DIVS reports to the OSC (or OPBD when activated). The DIVS is responsible for the implementation of the assigned portion of the IAP, assignment of resources within the Division/Group, and reporting on the progress of control operations and status of resources within the Division/Group.

The major responsibilities of the DIVS are:

Responsibilities:

- Review Common Responsibilities.
- Receive briefing from Operations Section Chief and obtain briefing from person relieving.
- Provide the IAP to Division/Group members, as needed.
- Review Division/Group assigned tasks and incident activities with subordinates and Identify resources assigned to the Division/Group.
- Implement IAP for Division/Group.
- Supervise Division/Group resources and make changes as appropriate.
- Ensure through chain of command that Resources Unit is advised of all changes in the status of resources assigned to the Division/Group.
- Coordinate activities with adjacent Division/Group.
- Determine need for assistance on assigned tasks.
- Submit situation and resources status information to the Branch Director or the OSC as directed.
- Report hazardous situations, special occurrences, or significant events, e.g., accidents, sickness, discovery of unanticipated sensitive resources, to the Safety Officer.
- Ensure that assigned personnel and equipment get to and from assignments in a timely and orderly manner.
- Resolve logistics problems within the Division/Group.
- Participate in the development of Branch plans for the next operational period, as requested.
- Consider demobilization well in advance.
- Debrief as directed at the end of each shift.
- Maintain Unit Log (ICS 214).

PLANNING SECTION CHIEF (PSC)

The PSC, a member of the General Staff, is responsible for the collection, evaluation, dissemination and use of incident information and maintaining status of assigned resources.

The PSC must obtain Information to:

1. Understand the current situation;
2. Predict the probable course of incident events;
3. Prepare strategies, plans and alternative strategies and plans for the incident; and
4. Submit required incident status reports.

The PSC is responsible for the major duties described for each Unit within the Planning Section. The PSC may have Deputy PSC's, The Deputy PSC must be capable to takeover as the PSC, if the situation warrants.

The major duties of the PSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Assist the OSC in the development of response strategies.
- Determine need for any specialized resources in support of the incident.
- Supervise preparation of the IAP.
- Facilitate the Operational Period Planning Cycle meetings and briefings (ICS 230).
- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Keep Incident Management Team apprised of any significant changes in incident status.
- Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation, Environmental, and Waste Management).
- Establish special information collection activities as necessary (e.g., maps, weather, environmental, toxics, etc.).
- Assemble information on alternative strategies (in-situ burn, bioremediation, etc).
- Incorporate documents and plans (e.g., ICS 202 Incident Objectives, ICS 232 Resources at Risk, Medical, Communications, Security and Site Safety) into the IAP.
- Incorporate other incident technical and supporting plans (e.g., salvage, integrity, volume estimation) into IAP.
- Oversee preparation, distribution and implementation of the Demobilization Plan.
- Maintain Unit Log (ICS 214).

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SITUATION UNIT LEADER (SITL)

The Situation Unit Leader is responsible for collecting, processing and organizing information relating to the growth and/or mitigation activities taking place in response to the incident. The SITL reports to the PSC and supervises Field Observers, Data Management Specialists, GIS Specialists, Display Processors, and other Technical Specialists (e.g. Weather Observers, Report Writer) as needed.

The major responsibilities of the SITL are:

Responsibilities:

- Review Common Responsibilities.
- Verify response activities and status of work locations (may be assigned to a field observer if needed),
 - Progress of operations resources.

- Locations of trouble spots or hazards
- Conditions likely to impact response activities (e.g. weather, road conditions, and access routes);
- Incident perimeter changes
- Collect, compile, and manage overall incident data, establish data quality objectives, implement the QA/QC process for incident data.
- Prepare, display, or disseminate resource and situation status information as required, including special requests.
 - Number, types and locations of displays required
 - Information posted in the Incident displays
 - Time limits / update frequency for information on the displays
- Develop and maintain master chart(s)/map(s) of the incident and provide charts/maps in the common area of the Incident Command Post as needed.
- Prepare the Incident Status Summary Form (ICS 209-CG).
- Coordinate photographic services; plus weather, tidal and current information, as needed.
- Coordinate situation briefings at meetings and briefings as required by the PSC.
- Maintain Unit Log (ICS 214).

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RESOURCE UNIT LEADER (RESL)

The RESL is responsible for maintaining status of tactical resources and personnel at an incident. This is accomplished by maintaining a status-keeping system indicating current location and status of these resources.

The major responsibilities of the RESL are:

Responsibilities:

- Review Common Responsibilities.
- Establish the check-in/check-out function of tactical resources/personnel at incident locations (note this is not security check-in)
- Prepare Organizational Assignment List (ICS 203) & Organizational Chart (ISC 207).
- Prepare appropriate parts of Division Assignment Lists (ICS 204).
- Maintain and post current status and location of tactical resources.
- Attend meetings and briefings as required by PSC.
- Maintain Unit Log (ICS 214).

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DOCUMENTATION UNIT LEADER (DOCL)

The DOCL is responsible for the maintenance of accurate, up-to-date incident files. The DOCL shall ensure each section is maintaining and providing appropriate documents. The Documentation Unit will ensure appropriate storage incident files.

The major responsibilities of the DOCL are:

Responsibilities:

- Review Common Responsibilities.
- Organize incident files.
- Assist in preparation of documents as appropriate.
- Arrange for copying and other printing services as needed.
- Review records for accuracy and completeness ? provide feedback, when appropriate, to document preparers.
- Provide incident documentation as requested.
- Maintain Unit Log (ICS 214).

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ENVIRONMENTAL UNIT LEADER (ENVL)

The ENVL is responsible for environmental matters associated with the response, including strategic assessment, modeling, surveillance and environmental monitoring and permitting.

The major responsibilities of the ENVL are:

Responsibilities:

- Review Common Responsibilities.
- Identify sensitive areas including historical/cultural resources to ensure protection of wildlife and other resources (consult with local, state and federal natural resource trustees as appropriate). See ICS 232.
- Monitor the impact of response actions and make appropriate recommendations to protect resources at risk.
- Develop environmental cleanup and assessment plans and evaluate alternatives.
- Request technical support to accomplish work assignments, if needed.
- Develop disposal plan (consider sampling protocols, transportation regulations, etc.) and adjust as needed.
- Assign the Disposal Group Supervisor to ensure waste management plan is implemented appropriately if needed.
- Attend meetings and briefings as required by PSC.
- Maintain Unit Log (ICS 214).

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LOGISTICS SECTION CHIEF (LSC)

The LSC, a member of the General Staff, is responsible for providing facilities, services, and material in support of the incident. The LSC participates in the development and implementation of the IAP and activates and supervises the Branches and Units within the Logistics Section.

The LSC is responsible for the major duties described for each Branch and Unit within the Logistic Section. The LSC may have Deputy LSC's. The Deputy LSC must be capable to takeover as the OSC, if the situation warrants.

The major responsibilities of the LSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Determine and supply immediate incident resource and facility needs.
- Identify Branch Directors and Unit Leaders, assigning work locations and preliminary work tasks to the Logistic Section personnel.
- Assemble and brief Logistics Branch Directors and Unit Leaders.
- Notify the Resources Unit of the Logistics Section Units activated, including names and locations of assigned personnel.
- Set up an ordering process as appropriate to support the incident.
- In conjunction with IC, develop and advise Sections of the Incident Management Team resource approval and requesting process.
- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Review proposed tactics for upcoming operational period for ability to provide resources and logistical support.
- Advise IC and other Section Chiefs on resource availability to support incident needs.
- Ensure the Communications Plan (ICS 205); Medical Plan (ICS 206), and Traffic Plan are created for the IAP.
- Identify long-term service and support requirements for planned and expected operations.
- Identify resource needs for incident contingencies.
- Track resource effectiveness and make necessary adjustments.
- Set up Release Process for demobilization plan.
- Ensure the general welfare and safety of Logistics Section personnel.
- Maintain Unit Log (ICS 214).

FINANCE/ADMINISTRATION SECTION CHIEF (FSC)

The FSC, a member of the General Staff, is responsible for financial, administrative and cost

analysis aspects of the incident and for supervising members of the Finance/Admin Section.

The FSC may have Deputy FSC's. The Deputy FSC must meet the same qualification requirements as the person for whom they work, as they must be ready to take over that position at any time.

The major responsibilities of the FSC are:

Responsibilities:

- Review Common Responsibilities.
- Participate in incident planning meetings and briefings as required.
- Manage financial aspects of an incident.
- Provide financial and cost analysis information as requested.
- Gather pertinent information from briefings.
- Develop an operating plan for the Finance/ Admin Section; fill supply and support needs.
- Meet with other Section Chiefs, as needed.
- Provide financial input to demobilization planning.
- Ensure that obligation documents initiated at the incident are properly prepared and completed.
- Brief personnel on incident-related financial issues needing attention or follow-up prior to leaving incident.
- Develop recommended list of Section resources to be demobilized and initial recommendation for release when appropriate.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Establish a process or activate a Claims Group to accept claim submission as a result of incident.
- Maintain Unit Log (ICS 214).

SECTION 5

Last revised: February 2006

INCIDENT PLANNING

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5.1 Documentation Procedures5.2 Incident Action Plan (IAP) Process and MeetingsFigure 5.2-1 Operational Period Planning Cycle5.2.1 Incident Occurs / Notifications5.2.2 Initial Response and Assessment5.2.3 Unified Command Objectives Meeting5.2.4 Tactics Meeting5.2.5 Planning Meeting5.2.6 Incident Action Plan (IAP) Preparation and Approval5.2.7 Operations Briefing5.2.8 Assess Progress5.2.9 Initial Unified Command Meeting5.2.10 Command Staff Meeting5.2.11 Command General Staff Breakfast/Supper5.2.12 Business Management Meeting5.2.13 Agency Representative Meeting5.2.14 News Briefing

SECTION 5 INCIDENT PLANNING, CONTINUED

Last revised: January 2005

5.3 ICS Forms

5.3.1 Incident Briefing ICS 201-OS

5.3.2 Incident Action Plan (IAP) Cover Sheet

5.3.3 Incident Objectives ICS 202-OS

5.3.4 Organization Assignment List ICS 203-OS

5.3.5 Assignment List ICS 204-OS

5.3.6 Communications Plan ICS 205-OS

5.3.7 Medical Plan ICS 206-OS

5.3.8 Incident Status Summary ICS 209-OS

5.3.9 Unit Log ICS 214-OS

5.3.10 Individual Log ICS 214a-OS

5.4 Site Safety and Health Plan

5.4.1 Safety Introduction and Overview

5.4.2 Initial Site Safety and Health Plan

5.4.3 Site Safety and Health Plan

5.5 Decontamination Plan

5.6 Disposal Plan

5.7 Incident Security Plan

5.8 Demobilization Plan

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

Documentation should begin immediately upon discovery of incident and continue until termination of operations. Documentation may include the following:

- Description of Incident (origin and characteristics)
- MSDS
- Notifications (external and internal)
- Sampling surveys
- Photographs
- Climatological data
- Labor and equipment accounting
- Copies of logs, contracts, contacts, and plans prepared for incident

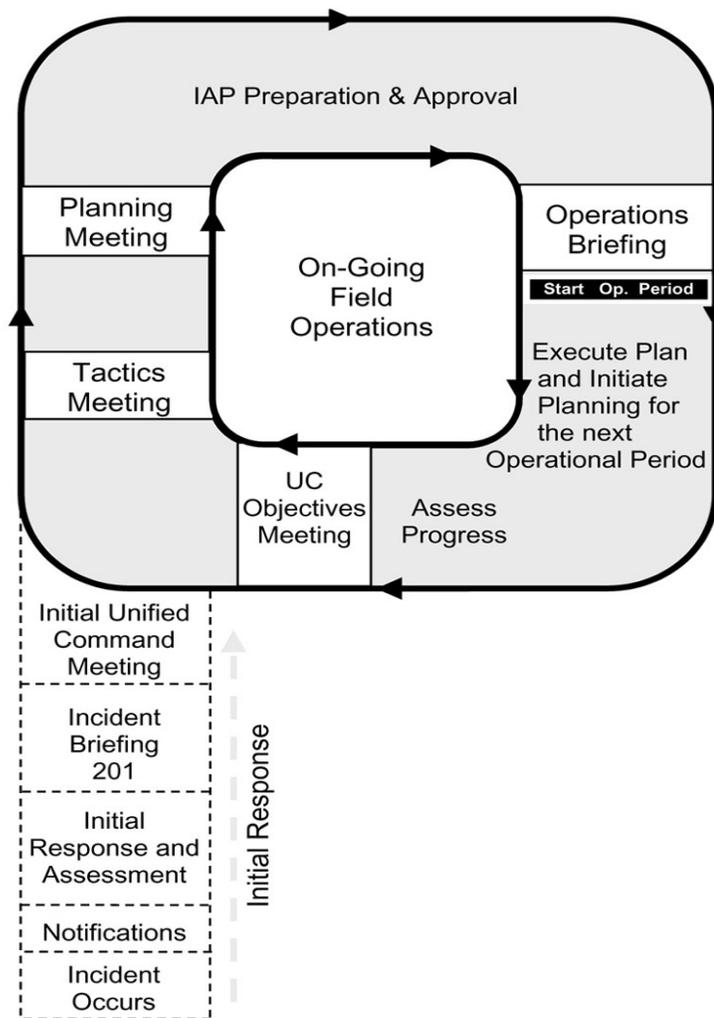
5.2 INCIDENT ACTION PLAN (IAP) PROCESS AND MEETINGS

The period of INITIAL RESPONSE AND ASSESSMENT occurs in most incidents. Short-term responses (small in scope and/or duration, e.g., few resources working one operational period) can often be coordinated by the initial responder utilizing procedures and forms described in this Plan (suggested ICS Form 201, Incident Briefing).

Longer-term, more complex responses, will likely require a dedicated Incident Commander (IC) / Unified Command (UC) who will assign members of the Command and General Staff as needed (e.g., Planning Section Chief (PSC) arranges for transition into the OPERATIONAL PERIOD PLANNING CYCLE). Certain meetings, briefings, and information-gathering during the Cycle lead to the Incident Action Plan (IAP) that guides operations of the next operational period. The IC/UC specifies objectives and the operational periods (e.g., 12-hour shifts, sunrise to sunset, 24-hour shifts, etc.) to engage the cleanup activities.

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

FIGURE 5.2-1 OPERATIONAL PERIOD PLANNING CYCLE



5.2.1 Incident Occurs / Notifications

When an incident occurs, an initial assessment and response actions will begin (**FIGURE 3.1-2**, Incident Report Form). Notifications will be made internally and to the appropriate federal, state, and local agencies (**FIGURE 3.1-5**).

5.2.2 Initial Response and Assessment

INCIDENT BRIEFING

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

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

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

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

5.2.3 Unified Command Objectives Meeting

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

When: Prior to Tactics Meeting

Facilitator: UC Member

Attendees: UC Members; Command and General Staff, as appropriate

Agenda:

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

Central Zone

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5.2.4 Tactics Meeting

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

When: Prior to Planning Meeting

Facilitator: Planning Section Chief

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

Agenda:

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

5.2.5 Planning Meeting

This meeting defines incident objectives, strategies, and tactics and identifies resource needs for the next operational period. This meeting fine-tunes objectives and priorities, identifies and

solves problems, and defines work assignments and responsibilities (suggested ICS Form 215, Operations Planning Worksheet). Meeting preparations include conducting a Tactics Meeting. Displays in the meeting room may include Objectives (ICS 202) for the next period; large sketch maps or charts clearly dated and timed; poster-size Operational Planning Worksheet (ICS 215); current resource inventory prepared by Resources Unit; and current situation status displays prepared by Situation Unit. After the meeting, the Logistics Section Chief prepares the off-incident tactical and logistical resource orders which are used by Planning Section Chief to develop IAP assignment lists (suggested ICS Form 215).

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

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5.2.5 Planning Meeting, Continued

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

5.2.6 Incident Action Plan (IAP) Preparation and Approval

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

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

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

Optional Components (use as pertinent):

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

Central Zone

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5.2.7 Operations Briefing

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

When: About an hour prior to each shift

Facilitator: Planning Section Chief

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

Agenda:		Responsible to Present
1.	Review of IC/UC Objectives, changes to IAP.	[Planning Section Chief]
2.	Current response actions and last shift's accomplishments.	[Operations Section Chief]
3.	Weather and sea conditions forecast.	[Situation Unit Leader]
4.	Division/Group and Air Operations assignment.	[Operations Section Chief]
5.	Trajectory analysis.	[Situation Unit Leader]
6.	Transport, communications, supply updates.	[Logistics Section Chief]
7.	Safety message.	[Safety Officer]
8.	Financial report (e.g. Claims Number set-up).	[Finance/Administration Section Chief]
9.	News Media report.	[Information Officer]

10.	Assisting/cooperating organization/agency reports of concern.	[Liaison Officer]
11.	Incident Action Plan endorsement and motivational remarks.	[IC/UC]

5.2.8 Assess Progress

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

SPECIAL PURPOSE MEETINGS

5.2.9 Initial Unified Command Meeting

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

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5.2.9 Initial Unified Command Meeting, Continued

When: When UC is formed, prior to the first operational period Planning Meeting
 Facilitator: UC member
 Attendees: Only ICs who will comprise UC

Agenda:

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

5.2.10 Command Staff Meeting

The purpose of this meeting is to coordinate Command Staff functions responsibilities, and objectives. It is scheduled as necessary by the IC/UC. Command Staff (IC/UC, Safety Officer, Liaison Officer, and the Information Officer) attend.

5.2.11 Command and General Staff Breakfast/Supper

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

5.2.12 Business Management Meeting

This meeting is for participants to develop and update the Crisis Manager on the status, progress, and forecast of the IAP. The agenda could include: finance requirements and criteria imposed by contributing organizations, business operating plan for resource procurement and incident funding, cost analysis, and financial summary data. Attendees include: Incident Commander, Operations, Planning, Logistics, and Finance/Administration Section Chiefs, Cost Unit Leader, Supply Unit Leader, Situation Unit Leader, Environmental Unit Leader, and Demobilization Unit Leader. This meeting is generally conducted outside of the ICS Structure allowing exchange of information between Company Management Liaison (Crisis Manager) and the Response effort. It is suggested this meeting is held before the ICS PLANNING MEETING.

5.2.13 Agency Representative Meeting

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

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5.2.14 News Briefing

Refer to **SECTION 7.2** for Public Affairs information and policies.

5.3 ICS FORMS

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

Note: These forms are alternate or suggested forms to be used as appropriate.

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

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

- **INCIDENT ACTION PLAN**

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

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

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

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

- **INCIDENT OBJECTIVES - ICS 202**

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

- **ORGANIZATION ASSIGNMENT LIST - ICS 203**

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

- **ASSIGNMENT LIST - ICS 204**

Submits assignments at the Division/Group level.

- **COMMUNICATIONS PLAN - ICS 205**

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

- **MEDICAL PLAN - ICS 206**

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

5.3 ICS FORMS, CONTINUED

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

Note: These forms are alternate or suggested forms to be used as appropriate.

- **INCIDENT STATUS SUMMARY - ICS 209**

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

- **UNIT LOG - ICS 214**

Used to log activities for an entire unit.

- **INDIVIDUAL LOG - ICS 214a**

Used to log activities for an individual.

5.3.1 Incident Briefing ICS 201-OS

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-OS
3. Map/Sketch (Include maps drawn here or attached, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines or other graphics depicting situational and response status)		
INCIDENT BRIEFING	March, 2000	ICS 201-OS (pg 1 of 4)

Central Zone**5 - 13****5.3.1 Incident Briefing ICS 201-OS, Continued**

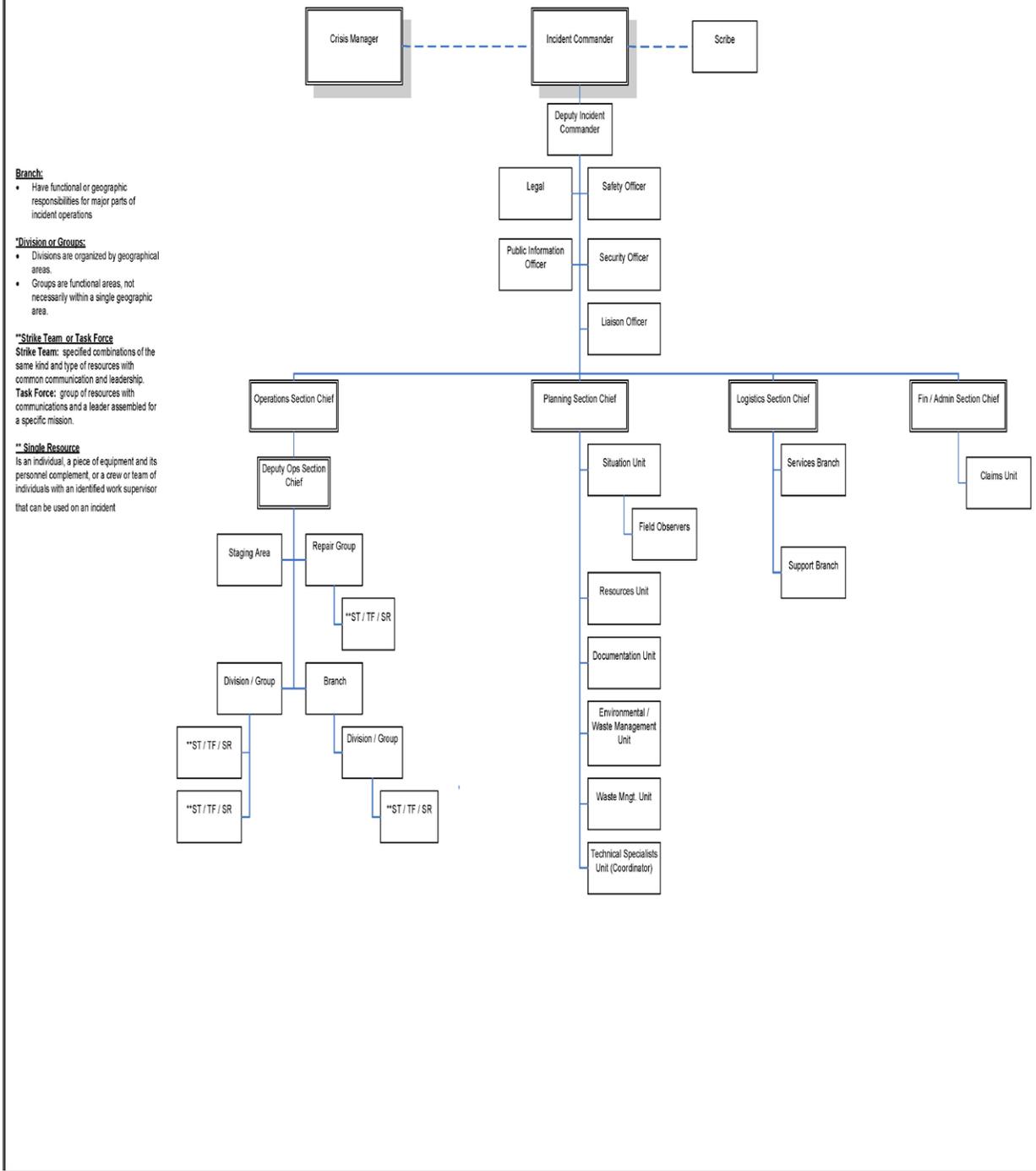
INCIDENT BRIEFING	March, 2000	ICS 201-OS (pg 2 of 4)

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5.3.1 Incident Briefing ICS 201-OS, Continued

1. Incident Name	2. Prepared By: (name)	INCIDENT BRIEFING ICS 201-OS
	Date: Time:	

6. Current Organization



INCIDENT BRIEFING		March, 2000		ICS 201-OS (pg 4 of 4)	

Central Zone**5 - 16****5.3.2 Incident Action Plan (IAP) Cover Sheet**

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)		IAP COVER SHEET
	From:	To:	

3. Approved by:

FOSC

SOSC

IC

INCIDENT ACTION PLAN

The items checked below are included in this Incident Action Plan:

- ICS 202-OS (Incident Objectives)
- ICS 203-OS (Organization Assignment List)
- ICS 204-OS (Assignment List)
- ICS 205-OS (Communications Plan)
- ICS 206-OS (Medical Plan)
- ICS 209-OS (Incident Status Summary)
- ICS 214-OS (Unit Log)
- ICS 214a-OS (Individual Log)
-
-

4. Prepared By: (Planning Section Chief)	Date/Time:
IAP COVER SHEET	March, 2000

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5.3.3 Incident Objectives ICS 202-OS

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

10. Prepared By: (Planning Section Chief)	Date/Time:
INCIDENT OBJECTIVES	March, 2000
	ICS 202-OS

Central Zone**5 - 18****5.3.4 Organization Assignment List ICS 203-OS**

1. Incident Name	2. Operational Period (Date/Time) From: To:	ORGANIZATION ASSIGNMENT LIST ICS 203-OS																																																																								
3. Incident Commander and Staff <table border="1"> <tr> <td></td> <td style="text-align: center;">Primary</td> <td style="text-align: center;">Deputy</td> </tr> <tr> <td>Federal:</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>State:</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>IC:</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table> Safety Officer : <input type="text"/> Information Officer: <input type="text"/> Liaison Officer: <input type="text"/>			Primary	Deputy	Federal:	<input type="text"/>	<input type="text"/>	State:	<input type="text"/>	<input type="text"/>	IC:	<input type="text"/>	<input type="text"/>	7. Operations Section <table border="1"> <tr> <td>Chief</td> <td><input type="text"/></td> </tr> <tr> <td>Deputy</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">a. Branch I - Division/Groups</td> </tr> <tr> <td>Branch Director</td> <td><input type="text"/></td> </tr> <tr> <td>Deputy</td> <td><input type="text"/></td> </tr> <tr> <td>Division / Group</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">b. Branch II - Division/Groups</td> </tr> <tr> <td>Branch Director</td> <td><input type="text"/></td> </tr> <tr> <td>Deputy</td> <td><input type="text"/></td> </tr> <tr> <td>Division / Group</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">c. Branch III - Division/Groups</td> </tr> <tr> <td>Branch Director</td> <td><input type="text"/></td> </tr> <tr> <td>Deputy</td> <td><input type="text"/></td> </tr> <tr> <td>Division / Group</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">d. Air Operations Branch</td> </tr> <tr> <td>Air Operations Br. Dir.</td> <td><input type="text"/></td> </tr> <tr> <td>Air Tactical Supervisor</td> <td><input type="text"/></td> </tr> <tr> <td>Air Support Supervisor</td> <td><input type="text"/></td> </tr> </table>	Chief	<input type="text"/>	Deputy	<input type="text"/>	a. Branch I - Division/Groups		Branch Director	<input type="text"/>	Deputy	<input type="text"/>	Division / Group	<input type="text"/>	b. Branch II - Division/Groups		Branch Director	<input type="text"/>	Deputy	<input type="text"/>	Division / Group	<input type="text"/>	c. Branch III - Division/Groups		Branch Director	<input type="text"/>	Deputy	<input type="text"/>	Division / Group	<input type="text"/>	d. Air Operations Branch		Air Operations Br. Dir.	<input type="text"/>	Air Tactical Supervisor	<input type="text"/>	Air Support Supervisor	<input type="text"/>																								
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a. Support Branch		Helicopter Coordinator	
Director		Fixed-wing Coordinator	
Supply Unit		8. Finance Section	
Facilities Unit		Chief	
Transportation Unit		Deputy	
Vessel Support Unit		Time Unit	
Ground Support Unit		Procurement Unit	
b. Service Branch		Compensation Unit	
Director		Cost Unit	
Communications Unit			
Medical Unit			
Food Unit			
9. Prepared by: (Resources Unit)		Date/Time	
ORGANIZATION		March, 2000	
ASSIGNMENT LIST		ICS 203-OS	

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5.3.5 Assignment List ICS 204-OS

1. Incident Name	2. Operational Period (Date/Time)		ASSIGNMENT LIST	
	From:	To:	ICS 204-OS	
3. Branch		4. Division/Group		
5. Operations Personnel	Name	Affiliation	Contact # (s)	
Operations Section Chief:				
Branch Director:				
Division/Group Supervisor:				
6. Resources Assigned This Period	?X? indicates 204a attachment with special instructions			
Strike Team/Task Force/ Resource Identifier	Leader	Contact Info. #	# of Persons	Notes/Remarks
7. Assignments				

4. Prepared By (Communications Unit)			Date/Time		
COMMUNICATIONS PLAN		March, 2000		ICS 205-OS	

Central Zone**5 - 21****5.3.7 Medical Plan ICS 206-OS**

1. Incident Name	2. Operational Period (Date/Time) From: To:	MEDICAL PLAN ICS 206-OS	
3. Medical Aid Stations			
Name	Location	Contact #	Paramedics On Site (Y/N)
4. Transportation			
Ambulance Service	Address	Contact #	Paramedics On Board

Evaporation					Vsls					
Natural Dispersion					Fishing Vessels					
Chemical Dispersion					Tugs					
Burned					Barges					
Floating, Contained					Other Vessels					
Floating, Uncontained										
Onshore					Skimmers					
Total Spilled Oil Accounted For:										
4. Waste Management (Estimated)			[OPS/Disposal]							
	Recovered	Stored	Disposed							
Oil (bbl)					Boom (ft.)					
Oily Liquids (bbl)					Sbnt/Snr Bm. (ft.)					
Liquids (bbl)										
Oily Solids (tons)					Vacuum Trucks					
Solids (tons)										
5. Shoreline Impacts (Estimated, in miles)		[PSC/EUL/SSC]								
Degree of Oiling	Affected	Cleaned	To Be Cleaned		Helicopters					
Light										
Medium					Fixed Wing					
Heavy										
Total					9. Personnel Resources		[RUL]			
6. Wildlife Impacts				[OPS/Wildlife Br.]			Description	People in Cmd. Post	People in the Field	Total People On Scene
Numbers in () indicate subtotal that are threatened / endangered species.				Died in Facility			Federal			
	Captured	Cleaned	Released	DOA	Euth.	Other	State			
Birds							Local			
Mammals							RP			
Reptiles							Contract Personnel			
Fish							Volunteers			
Total							Total Response Personnel From All Organizations:			
10. Special Notes										
11. Prepared By (Situation Unit Leader)					Date/Time					

INDIVIDUAL LOG

June 2000

214a-
OS**Central Zone****5 - 26****5.4 SITE SAFETY AND HEALTH PLAN****5.4.1 Safety Introduction and Overview**

Responding to incidents can be very hazardous. Critical areas deserving special attention are **Prevention of Incidental Ignition** and **Personnel Safety**. The following safety considerations shall be followed:

Prevention of Incidental Ignition

- Establish a safe working area.
- Monitor for LEL with appropriate air monitoring equipment.
- Utilize EH&S Work Permit during the Incident.
- Use non-sparking tools as applicable.

Personnel Safety

- Utilize the appropriate air monitoring equipment to protect yourselves from the vapors or fumes of petroleum products and crude oils. High concentrations of these vapors may be toxic and can be an asphyxiate.
- Work using the "buddy system" (that is, two people working as a team).
- Use proper respiratory protection equipment (APRs or SCABA) and other applicable PPE when necessary.

The Site Safety Plan in conjunction with the EH&S Work Permit System provides a comprehensive framework for initiating and maintaining quality safety practices. All personnel are responsible for promoting a safe and healthy environment during the incident response. The following Site Safety Plan is designed to provide a consistent, comprehensive process to meet this objective.

For small, minor incidents, the Safety Plan may consist of a EH&S Work Permit and the Safety Plan Checklist or equivalent company Work Permit.

Central Zone**5 - 27****5.4.2 Initial Site Safety and Health Plan****SAFETY PLAN CHECKLIST****ASSIGN SITE SAFETY RESPONSIBILITY**

Name:

ESTABLISH PERIMETER AND RESTRICT ACCESS (Compile sketch as necessary)**CHARACTERIZE SITE HAZARDS**

- Identify pollutant:
- Obtain Material Safety Data Sheets

- Conduct air monitoring as necessary:

- Identify physical and biological hazards, i.e.: slips, trips, falls, confined spaces, noise, weather conditions, poisonous insects, reptiles, plants, and biological waste:

ESTABLISH CONTROL ZONES

- Exclusion zone:

- Contamination reduction zone:

- Support zone:

ASSESS TRAINING REQUIREMENTS

- Ensure only authorized persons are allowed access

UTILIZE EH&S SAFE WORK PERMITS AS INITIAL SITE SAFETY PLAN

- Ensure safety briefings

- Select Personal Protective Equipment

- Level A, B, C, or D:

ESTABLISH DECONTAMINATION STATION(S)

ESTABLISH EMERGENCY MEDICAL PLAN

- Locate hospital, EMT, and first aid stations:

- List emergency numbers:

Fire:

Police:

Ambulance:

For other spills of significance, the Site Safety Plan is designed to meet the Safety Objectives.

Central Zone

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5.4.3 Site Safety and Health Plan

Incident Name:

Date:

Site Safety Officer:

Scope

This Site Safety Plan is for use on the specified above incident and response to a spill of _____ estimated to be approximately _____ in volume.

This incident is being managed by designated Company personnel integrated with on-site

Federal, State, and/or Local response representatives along with the use of commercial HAZWOPER-accepted qualified contractors.

This plan is based on the regulations and recommendations of Federal Agencies such as OSHA, EPA, DOT, and USCG and the Company.

Company personnel or contractors will be on site to address safety concerns, site safety plans, conduct Industrial Hygiene monitoring, and for special assistance; however, the day-to-day safe operation of the site and project is the responsibility of trained site supervisors. Every site employee shall comply with provisions of this plan and focus constant attention on preventing loss or damage to any person, property, process, or the environment.

Site Description

Location:

This incident is at _____, in the state of _____, and in the vicinity of _____.

The Command Post is currently located at _____.

The Incident Base and Staging Area are located at _____.

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

On-Site Control Boundaries:	Marking:
Exclusion Zone - Hotline	As designated by:
Contamination Reduction Zone	As designated by:
Support Zone	As designated by:
Hazards:	
Area Affected:	
The area is _____ and is identified as the Hot Zone.	
Surrounding Population:	
Topography:	
Weather Conditions:	

The weather is _____, temp. is _____, and there is a _____ % chance of precipitation. The prevailing wind is from the _____ at _____ mph throughout the day.

Environmental and Archeological Concerns:

Initial Entry Objectives:

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

Additional Information:

Identified sources of ignition within or adjacent to the spill or contained liquid will be shut down, secured, isolated or monitored, as appropriate. Electrical equipment shall be in compliance with regulatory requirements.

Note: Smoking is not allowed on Company property.

Site Access

Personnel shall notify the Site Safety Officer or designee prior to entering or leaving the site. _____ has been designated to control access. A sign-in log will be maintained at the incident base. Persons entering the area shall sign in/out.

Entry into spill area will be by trained personnel only. Training documentation shall be provided to the Site Safety Officer prior to entry.

Hazard Evaluation

Chemical Hazards:

The following substance is known to be at the Spill site.

Substance:	Primary Hazard:
<input type="checkbox"/> Crude Oil	Flammable/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Gasoline	Flammable/Slightly Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Diesel Fuel	Flammable/Slightly Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Jet Fuel	Flammable/Moderately Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Additive	Flammable/Slightly-Moderately Toxic/Skin, Eye, Nose, Throat, and Lung Irritant
<input type="checkbox"/> Butane	Flammable/Asphyxiant/Prolonged contact may cause frostbite

<input type="checkbox"/> Kerosene	Flammable/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Propane	Flammable/Asphyxiant/Prolonged contact may cause frostbite/Explosive mixtures with air
<input type="checkbox"/> Benzene	Flammable/Skin and Eye Irritant/May be toxic if inhaled or ingested
<input type="checkbox"/> Hydrogen	Flammable gas/Asphyxiant/Colorless and odorless
<input type="checkbox"/> Toluene	Flammable/Skin and Eye Irritant/may be toxic if inhaled or ingested
<input type="checkbox"/> Xylene	Flammable/Skin and Eye Irritant/may be toxic if inhaled or ingested
<input type="checkbox"/> Natural Gas	Flammable gas/Asphyxiant/Colorless and odorless
<input type="checkbox"/> Fuel Gas	Flammable/Poisonous Gas/Skin and Eye Irritant/Prolonged contact may cause frostbite/Harmful or fatal is swallowed

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

Material Safety Data Sheets

Material Safety Data Sheets for Company Products are located on the company intranet. Employees involved in an emergency response are trained to read Company MSDS and to know where they are located. MSDS for material released/spilled during this incident can be found at the following locations:

Personal Protective Equipment

The following Personal Protective Equipment (PPE) shall be required for entry into the Spill Area during the cleanup process.

Level B	Level C	Level D
<ol style="list-style-type: none"> 1. Hard Hat 2. Self Contained Breathing Apparatus 3. Latex inner gloves, Neoprene outer gloves 4. Flame retardant clothing, such as Nomex suits, with cuffs and pant legs duct tape sealed 5. Radios will be provided to the entry team, backup team, and command staff. These radios shall be intrinsically safe and tested prior to entry 	<ol style="list-style-type: none"> 1. Hard Hat 2. Safety glasses with side shields, splash goggles, or safety glasses with full face shield 3. Neoprene gloves 4. Tyvek disposable suit with cuffs and pant legs duct tape sealed 5. If monitoring results indicate the continued need for respiratory protection, SCABAs or SARs may be used. If a half mask or a full face respirator is allowed, it must be NIOSH-approved and use the correct type of cartridge 	<ol style="list-style-type: none"> 1. Hard Hat 2. Safety Glasses 3. Long sleeved shirt - tank tops will not be allowed 4. Long legged pants or overalls - shorts will not be allowed 5. Hand protection as needed 6. Additional items as required by Safety Officer

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

Decontamination

A Decon Site Layout (**SECTION 5.5**) shall be used to construct the Decon area. Personnel involved in the response and entering the Hot Zone area shall be trained and equipped to meet the requirements of Emergency Response.

Decon Site(s) should be constructed at the point of entry to the Hot Zone. Multiple Decon Sites may be necessary for multiple cleanup areas or when an area has multiple entry points.

Communications

Only intrinsically safe electronic devices will be allowed within the Hot Zone. Verbal and hand signal communication is allowed in the Hot Zone.

Cellular phones, pagers, lamps, or flare devices shall not be allowed into Hot Zone unless intrinsically safe and approved by the Safety Office or designee. Other non-sparking methods which cannot produce ignition may be allowed in the Hot Zone, but must be approved by the Safety Officer.

Cellular phones, pagers, stationary telephones, and any other communication devices shall be allowed by the Safety Officer into other support areas of the incident.

Personal Identification

As available, Incident Command position personnel shall wear vests with the position label on the vest (Incident Commander, Planning, Logistics, Operations, Safety, etc.) If vests are not available, the IC personnel shall ensure they are recognized by personnel they are supervising.

First Aid

First aid kits are located at _____. Serious injuries will be treated by 911 EMS response systems as needed.

Injuries, no matter how slight, shall be reported to a Safety Officer immediately.

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

Emergency Eye Wash Station:

Portable emergency eyewash stations are located at _____.

Potable Water:

Potable water is available at _____.

Toilet Facilities:

Toilet facilities are available at _____.

Air Monitoring:

Air monitoring shall be conducted by _____, who will utilize _____ to monitor the levels of _____.

Other sampling devices or media must be approved by the Safety Officer prior to being allowed into the area.

A log sheet shall be maintained for gas monitoring data to be logged on _____ minute interval. Readings shall be collected from the perimeter of the cleanup area on a _____ interval.

Air monitoring shall continue until the Safety Officer determines that it is no longer necessary.

Central Zone

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5.4.3 Site Safety and Health Plan, Continued

Additional Health/Hygiene Sampling

Additional testing of atmosphere, personnel, or equipment may be conducted at the discretion of the Safety Officer or Incident Commander.

Emergency Procedures

The following standard emergency procedures will be used by the on-site personnel. The Incident Commander, Operations Chief, and Safety Supervisor shall be made aware of any on-site emergencies and be responsible for ensuring that the appropriate procedures are followed:

Injury/Illness in the area:

An injury or illness occurring in the response area shall be immediately communicated through the Command Staff to the Safety Officer in order that it may be responded to in the degree necessary. This includes everything from minor first aid treatment to the more serious injuries involving the 911 EMS system.

A medical emergency shall receive immediate attention and appropriate response. Company notification by the on-site personnel shall be in the following order until contact is made with one of the following: the Site Safety Officer, Operations Section Chief, Incident Commander, or Operations Manager.

911 EMS Response Service:

Refer to **SECTION 3** for the appropriate notifications.

Personal Protective Equipment Failure:

If worker experiences a failure or alteration of protective equipment that affects the protection factor, that person shall immediately evacuate to a safe area. Decon procedures shall be followed. The Safety Officer shall be notified immediately. Return to the area shall not be permitted until the equipment has been properly and effectively repaired or replaced.

Other Equipment Failure:

If other equipment fails to operate properly, the Operations Chief shall be notified and then

determine the effect of this failure on continuing the operations. If the failure affects the safety of personnel or prevents completion of the planned tasks, personnel shall leave the area until the situation is corrected.

Plan Prepared By:

Safety Officer:

Printed Name	Signature	Date

Plan Reviewed By:

Operations Chief:

Printed Name	Signature	Date

Plan Approved By:

Incident Commander:

Printed Name	Signature	Date

Central Zone

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5.5 DECONTAMINATION PLAN

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

- Work Zones:
 - Support (cold) zone
 - Contamination reduction (warm) zone
 - Exclusion (hot) zone

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

Crews are available to assist in decontamination procedures as needed. The crews shall wear appropriate Personal Protective Equipment (PPE) and are responsible for packaging and labeling of contaminated PPE.

- Decontamination Stations:

Decontamination is performed within the contamination reduction zones or where otherwise designated. Decontamination stations are to be equipped and manned to assist personnel leaving a contaminated zone to remove, package, and label soiled or contaminated response equipment, thus preventing the spread of contaminants.

Listed below are recommended stations for a Decontamination Plan.

Note 1: Not all of these stations may be necessary. The actual type and number of stations will be decided by the Decontamination Group in conjunction with the Safety Officer based on the type of material released and the hazards of the material.

Note 2: Can sizes of 10 and 32 gallon in Minimum Decontamination Layout are recommended sizes. Actual container size used will depend upon availability (i.e. using a 55 gallon drum in lieu of a 32 gallon trash can).

Central Zone

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5.5 DECONTAMINATION PLAN, CONTINUED

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.
STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with a scrub brush and decontamination solution.
STATION 8	Suit, boot and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure, worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Suit removal	With assistance of helper, remove outer suit (Tyvek suits). Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.
STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with

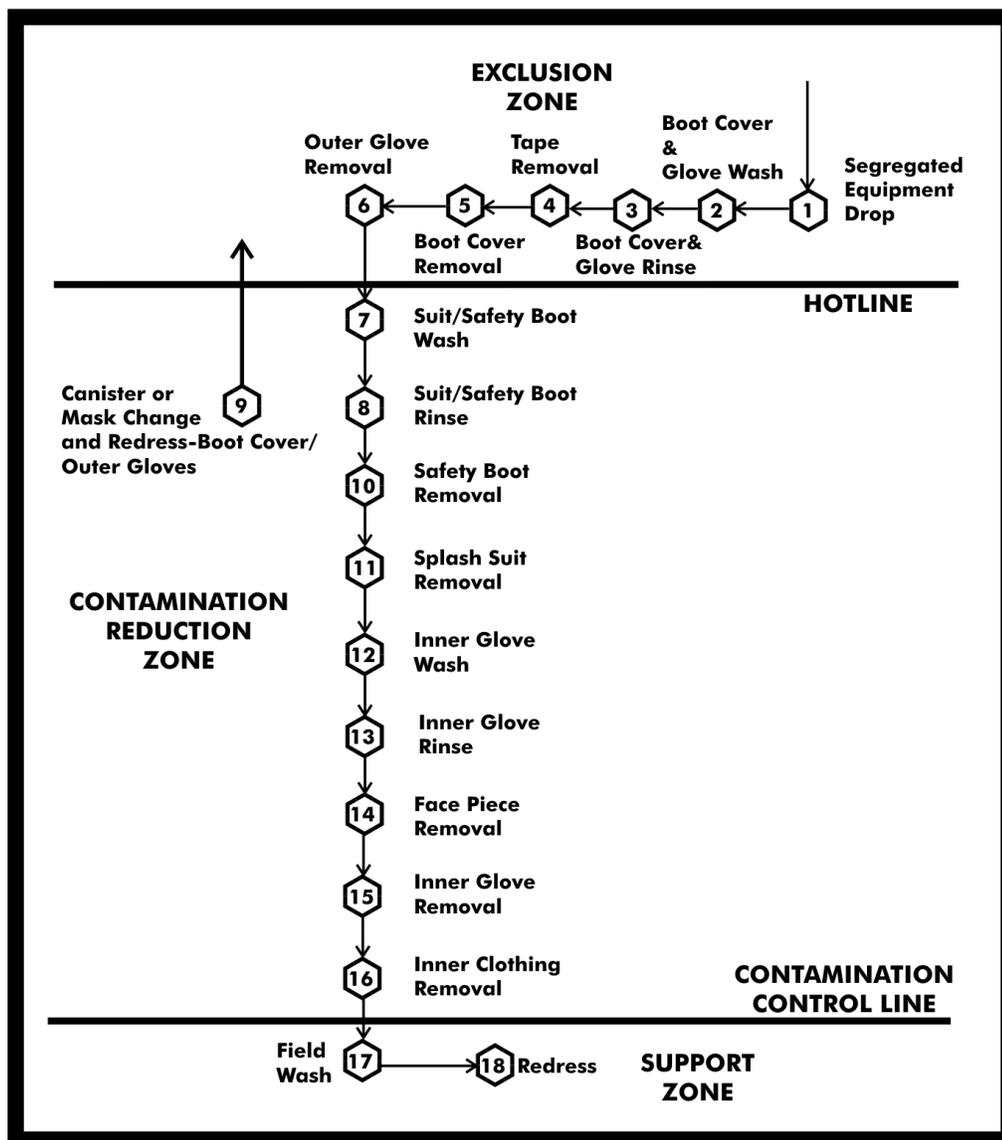
		plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.

Central Zone**5 - 37****5.5 DECONTAMINATION PLAN, CONTINUED**

MAXIMUM MEASURES FOR DECONTAMINATION, CONTINUED		
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.
STATION 17	Field wash	If highly toxic, skin-corrosive, or skin-absorbable materials are known or suspected to be present, work with safety; an on-site shower may be necessary. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes. Exit point of the Decontamination Site.

Central Zone**5 - 38****5.5 DECONTAMINATION PLAN, CONTINUED**

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT



5.5 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Outer garment, boots, and gloves wash and rinse	Scrub outer boots, outer gloves, and splash suit with decontamination solution or detergent and water. Rinse off using copious amounts of water.
STATION 3	Outer boot and glove removal	Remove outer boots and gloves. Deposit in container with plastic liner.
STATION 4	Canister or mask	If worker leaves exclusion zone to change canister

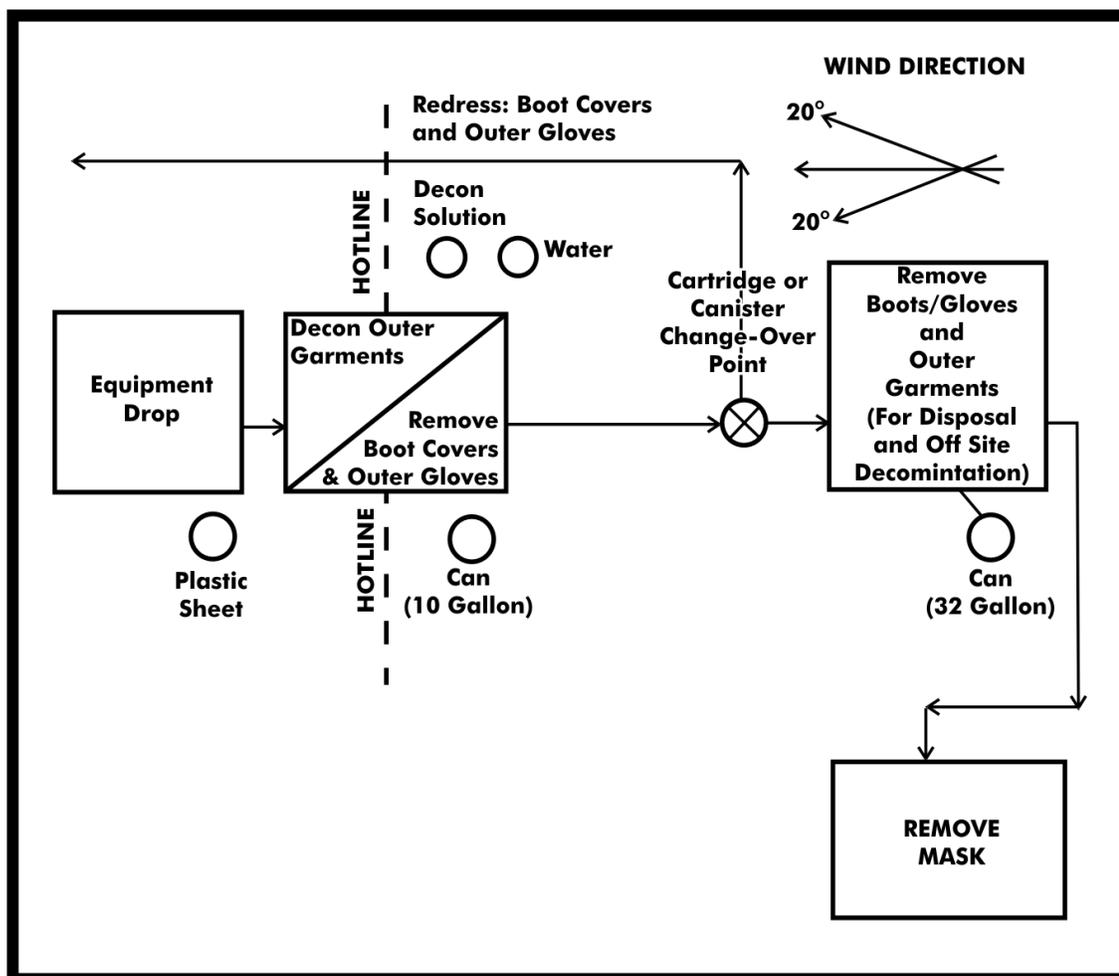
	change	(or mask) or this is the last step in the decontamination procedures, worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 5	Boot, gloves, and outer garment removal	Boots, chemical-resistant splash suit, inner gloves removed and deposited in separate containers lined with plastic.
STATION 6	Face piece removal	Face piece is removed. Avoid touching face with fingers. Face piece deposited on plastic sheet.
STATION 7	Field wash	Hands and face are thoroughly washed. Shower as soon as possible. Exit point of the Decontamination Site.

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5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



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5.6 DISPOSAL PLAN

This Disposal Plan is to be completed after a discharge has taken place in and accordance with guidance presented in **SECTION 7.4**, "Waste Management".

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

Disposal priorities:

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

Disposal options:

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

Resources required for disposal options:

General information:

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

Proposed storage method:

Proposed transportation method:

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5.6 DISPOSAL PLAN, CONTINUED

Permits required for storage:

Permits required for transportation:

Estimated storage capacity:

Number and type of storage required:

Local storage available for temporary storage of recovered oil:

PPE required for waste handling:

Waste coordinator:

Date:

Resources required for disposal options:
--

Incident name:

Sample number:

Date sent:

Source of sample:

Date sample data received:

Waste hazardous:

Non-hazardous:

Permits/variances requested:

Approval received on waste profile:

Date disposal can begin:

Disposal facilities:

Profile number:

Storage contractors:

Waste transporters:
PPE designated and agrees with Site Safety and Health Plan:

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5.6 DISPOSAL PLAN, CONTINUED

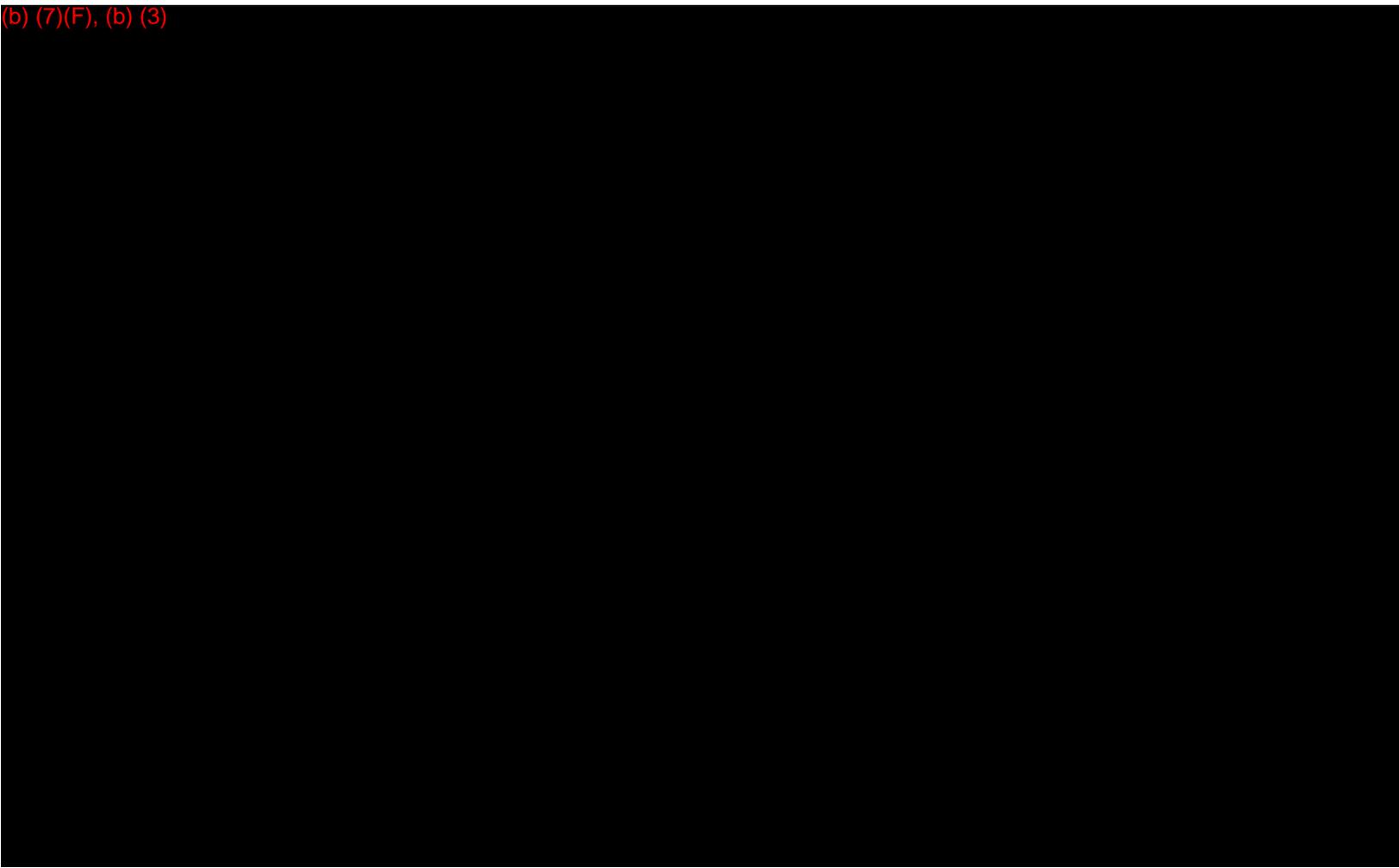
Additional information:
Waste coordinator:

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5.7 INCIDENT SECURITY PLAN

(b) (7)(F), (b) (3)



(b) (7)(F), (b) (3)

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5.8 DEMOBILIZATION PLAN

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

Demobilization procedures:

- Each incident will require a Decontamination Area or designate where larger equipment may be sent for decontamination
- Operations Section will send resources not in use at a specific collection site to a designated decontamination sites for re-assignment or release
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment at other locations
- Long term information maintained by the Planning and Operations Section Chiefs may be utilized to assist in the prioritization of releasing equipment versus placing it on stand-

by

- Each Planning Section (Decontamination Site, Staging Area, and Logistics) will document the demobilization, decontamination, re-deployment, or release of equipment at each stage
- The Staging Group Leader will provide Demobilization Plan detailing re-deployment strategies on equipment, plus priorities on demobilization and release recommendations for equipment at the staging areas
- The Demobilization Plan is to be incorporated into the Incident Action Plan (IAP) for ICS Approval. As assigned by the Demobilization Plan within the IAP, equipment designated for re-assignment will be mobilized to the appropriate staging area
- The Operations Section will ensure that re-deployed personnel receive proper rest prior to returning to duty
- The Planning Section Chief will monitor personnel re-deployment activities to ensure number of hours worked is within acceptable guidelines
- Staging Group Leader will release equipment designated for release. Transports may be required for equipment if in remote staging area
- Once equipment is released and removed from staging areas, Logistics and the Finance Unit shall be informed to ensure invoicing reflects the dates released

SECTION 6

Last revised: December 27, 2011

SENSITIVE AREAS / RESPONSE TACTICS

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6.1 Area Description6.2 Spill Containment / RecoveryFigure 6.2-1 - Response Tactics for Various Shorelines6.3 Sensitive Area ProtectionFigure 6.3-1 - Sensitive Area Protection Implement SequenceFigure 6.3-2 - Summary of Shoreline and Terrestrial Cleanup Techniques6.4 Wildlife Protection and Rehabilitation6.5 Endangered and Threatened Species by State6.6 Sensitivity Maps6.7 Tactical Plan Index6.8 Tactical Maps6.9 Tactical Plans6.10 Areas of Concern

6.1 AREA DESCRIPTION

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

Sensitivity maps are provided in **SECTION 6.6**.

6.2 SPILL CONTAINMENT / RECOVERY

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

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

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

For terrestrial spills, trenches, earthen berms, or other dams are most often used to contain oil migration on the ground surface. Recovery of free oil is best achieved by using pumps, vacuum sources, and/or sorbents. Forming collection ponds for containing free product may be considered when attempting to recover free oil. Absorbents such as hay, straw, dry dirt or sand, and other commercial products (such as peat moss) may be considered as alternative methods of containment.

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

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

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

Containment/Diversion Berming

- Berms are constructed ahead of advancing surface spills to contain spill or divert spill to a containment area
- May cause disturbance of soils and some increased soil

penetration

Blocking/Flow-Through Dams

- Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is flowing, install inclined pipes during dam construction to pass water underneath dam
- May increase soil penetration

Culvert Blocking

- Block culvert with plywood, sandbags, sediments, etc. to prevent oil from entering culvert

Interception Trench

- Excavate ahead of advancing surface spill to contain spill and prevent further advancement; cover bottom and gradients with plastic
- May cause disturbance of soils and increased soil penetration

Containment booming

- Boom is deployed around free oil
- Boom may be anchored or left to move with the oil

Diversion booming

- Boom is deployed at an angle to the approaching oil
- Oil is diverted to a less sensitive area
- Diverted oil may cause heavy oil contamination to the shoreline downwind and down current
- Anchor points may cause minor disturbance to the environment

Exclusion booming

- Boom is placed around a sensitive area or across an inlet, a river mouth, a creek mouth, or a small bay
- Approaching oil is contained or deflected (diverted) by the boom
- Anchor points may cause minor disturbance to the environment

Sorbent booming

- Used only on quiet water with minor oil contamination
- Boom is anchored along a shoreline or small areas of surface water (e.g. ponds, rivers, and creeks) and may be used in a manner which allows boom to work with the fluctuating water currents
- May use boom made of sorbent material or may pack sorbent material between multiple booms placed parallel to each other

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

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

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FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Developed/ Unforested Land	<ul style="list-style-type: none"> • This class includes towns, cities, farms, pastures, fields, reclaimed wetlands, and other altered areas • Organisms and algae may be common in riprap structures and on pilings 	<ul style="list-style-type: none"> • Oil would percolate easily between the gravel and boulders of riprap structures • Oil would coat the intertidal areas of solid structures • Biota would be damaged or killed under heavy accumulations 	<ul style="list-style-type: none"> • May require high pressure spraying: <ul style="list-style-type: none"> • To remove oil • To prepare substrate for recolonization of barnacle and oyster communities • For aesthetic reasons
Freshwater Flat	<ul style="list-style-type: none"> • Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds • They are exposed to low wave and current energy • They are often areas of heavy bird use 	<ul style="list-style-type: none"> • Oil is expected to be deposited along the shoreline • Penetration of spilled oil into the water-saturated sediments of the flat will not occur • When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> • These areas require high priority for protection against oil contamination • Cleanup of freshwater flats is nearly impossible because of soft substrate • Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the

			<p>sediments during the cleanup effort</p> <ul style="list-style-type: none"> • Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed
Fresh Marsh	<ul style="list-style-type: none"> • Found along freshwater ponds and lakes • These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs • Birds and mammals extensively use fresh marshes for feeding and breeding purposes 	<ul style="list-style-type: none"> • Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can occur within months • Large spills will cover more area and may persist for decades • Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses 	<ul style="list-style-type: none"> • Marshes require the highest priority for shoreline protection • Natural recovery is recommended when: <ul style="list-style-type: none"> • A small extent of marsh is affected • A small amount of oil impacts the marsh fringe • The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats • Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots • Oil wrack and other debris may be removed by hand
Swamp	<ul style="list-style-type: none"> • Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood 	<ul style="list-style-type: none"> • Even small amounts of spilled oil can spread through the swamp • Large spills will cover more area and may persist for decades since water-flushing rates are low • Oil, particularly the heavy fuel oils, will adhere to swamp vegetation • Unlike mangroves, 	<ul style="list-style-type: none"> • No cleanup recommended under light conditions • Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close scientific supervision

	<p>forested woodlands</p> <ul style="list-style-type: none"> • Birds and mammals use swamps during feeding and breeding activities 	<p>the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush vegetation, however, would be severely impacted</p>	<ul style="list-style-type: none"> • Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests • Oil trapped by boom can be reclaimed through the use of skimmers and vacuums
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Central Zone

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

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Salt and Brackish Water Marshes	<ul style="list-style-type: none"> • Marshes are intertidal wetlands containing emergent, herbaceous vegetation. • Width of the marsh can vary widely, from a narrow fringe to extensive areas. • They are relatively sheltered from waves and strong currents. • Sediments are composed of organic muds except on the margins of barrier islands where sand is abundant. • Resident flora and fauna are abundant, with numerous species with high utilization by birds. 	<ul style="list-style-type: none"> • Oil adheres readily to marsh vegetation. • The band of coating will vary widely, depending upon the water level at the time oil slicks are in the vegetation. There may be multiple bands. • Large slicks will persist through multiple water-level changes and coat the entire stem from the high-water line to the base. • If the vegetation is thick, heavy oil coating will be restricted to the outer fringe, although lighter oils can penetrate deeper, to the limit of inundation. • Medium to heavy oils do not readily adhere to or penetrate the fine 	<ul style="list-style-type: none"> • Under light oiling, the best practice is to let the area recover naturally. • Heavy accumulations of pooled oil can be removed by vacuum, sorbents, or low-pressure flushing. During flushing, care must be taken to prevent transporting oil to sensitive areas down slope or along shore. • Cleanup activities should be carefully supervised to avoid vegetation damage. • Any cleanup activity must not mix the oil deeper into the sediments. Trampling of the roots must be minimized. • Cutting of oiled vegetation should only be considered when other resources are at great risk from leaving oiled

		<p>sediments, but can pool on the surface or in burrows.</p> <ul style="list-style-type: none"> • Light oils can penetrate the top few centimeters of sediment and deeply into burrows and cracks (up to one meter). 	<p>vegetation in place.</p>
Open Water	<ul style="list-style-type: none"> • Have ocean like waves and currents • Weather changes effect on-water conditions • River mouths present problems • Thermal stratification occurs 	<ul style="list-style-type: none"> • Most organisms are mobile enough to move out of the spill area • Aquatic birds are vulnerable to oiling • Human usage (such as transportation, water intakes, and recreational activities) may be restricted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large Rivers	<ul style="list-style-type: none"> • May have varying salinities, meandering channels, and high flow rates • May include manmade structures (such as dams and locks) • Water levels vary seasonally • Floods generate high suspended sediment and debris loads 	<ul style="list-style-type: none"> • Fish and migratory birds are of great concern • Under flood conditions, may impact highly sensitive areas in floodplains • Human usage may be high • When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> • Booming, skimming, and vacuuming are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal
Small Lakes and Ponds	<ul style="list-style-type: none"> • Water surface can be choppy • Water levels can fluctuate widely • May completely freeze in winter • Bottom sediments near the shore can be soft and muddy • Surrounding area 	<ul style="list-style-type: none"> • Wildlife and socioeconomic areas likely to be impacted • Wind will control the oil's distribution 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods • Should not use containment booming, vacuuming, sorbents, and skimming on gasoline

	may include wet meadows and marshes		spills <ul style="list-style-type: none"> • Cleanup options include physical herding, sorbents, and debris/vegetation removal
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FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Small Rivers and Streams	<ul style="list-style-type: none"> • Wide range of water bodies - fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, mid-channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted 	<ul style="list-style-type: none"> • Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booming, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical herding, natural recovery, debris removal, vegetation removal, and in-situ burn

Central Zone

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6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with an area that is determined to be sensitive for aquatic, environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques should consider a number of factors such as sensitive features, priorities for areas to be protected, and potential degree of impact. In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the Facility are provided in [SECTION 6.7](#).

Central Zone

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FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENT SEQUENCE

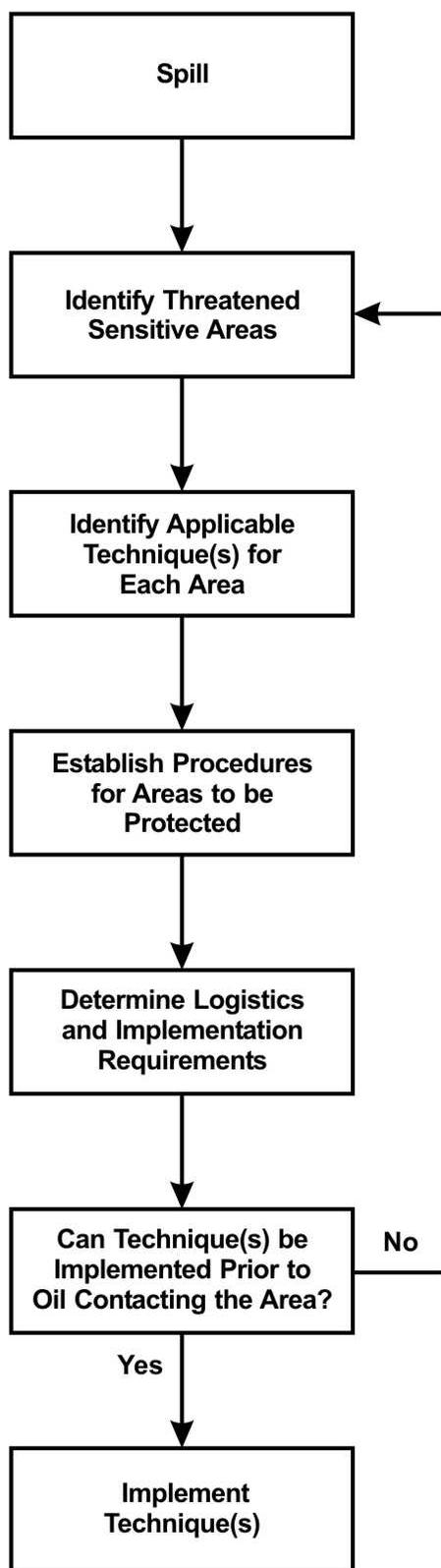


FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES

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

			restricted	
4. Vacuum / Pumps / Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from land or relatively thick floating layers from the water.	<u>Equipment</u> 1-2 50- to 100-bbl vacuum trucks w/hoses 1-2 nozzle screens or skimmer heads <u>Personnel</u> 2-6 workers plus truck operators	<ul style="list-style-type: none"> • Can be used on all habitat types • Stranded oil on the substrate • Shoreline access points 	<ul style="list-style-type: none"> • Typically does not remove all oil • Can remove some surface organisms, sediments, and vegetation
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered.? Frequently used with flushing.	<u>Equipment</u> 1-5 100- to 200-gpm pumping systems 1 100-ft perforated header hose per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 6-8 workers per system	<ul style="list-style-type: none"> • All shoreline types except steep intertidal areas • Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate • Where oil has penetrated into gravel sediments • Used with other washing techniques 	<ul style="list-style-type: none"> • Can impact clean downgradient areas • Can displace some surface organisms if present • Sediments transported into water can affect water quality

Central Zone

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing, Continued				
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove	<u>Equipment</u> 1-5 50- to 100-gpm/100-psi pumping systems with manifold 1-4 100-ft hoses	<ul style="list-style-type: none"> • Substrates, riprap, and solid man-made structures • Oil stranded 	<ul style="list-style-type: none"> • Can impact clean downgradient areas • Will displace many surface

	oil from surface or near-surface sediments through agitation and direct contact.? Oil is flushed back into the water or a collection point for subsequent recovery.? May also be used to flush out oil trapped by shoreline or aquatic vegetation.	and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8-10 workers per system	onshore • Floating oil on shallow intertidal areas	organisms if present • Sediments transported into water can affect water quality • Hot water can be lethal to many organisms • Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective.? Oil is directed back into water or collection point for subsequent recovery.	<u>Equipment</u> 1-5 1,200- to 4,000-psi units with hose and spray wand 1-2 100-ft containment booms per unit 1 oil recovery device per unit <u>Personnel</u> 2-4 workers per unit	• Bedrock, man-made structures, and gravel substrates • When low-pressure flushing is not effective • Directed water jet can remove oil from hard to reach sites	• Will remove most organisms if present • Can damage surface being cleaned • Can affect clean downgradient or nearby areas
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches from the sediments.	<u>Equipment</u> 1,000-2,000 ft sorbent/snare boom 200-400 stakes or anchor systems <u>Personnel</u> 4-10 workers	• All shoreline types • Calm wave action • Slow removal process	• Significant amounts of oil can remain on the shoreline for extended periods of time
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u>	• Any sedimentary substrate that can support heavy equipment • Sand and	• Significant amounts of oil can remain on the shoreline for extended periods of time • Disturbs surface

	sediments to maximize natural degradation processes.	2-10 workers	gravel beaches with subsurface oil <ul style="list-style-type: none"> • Where sediment is stained or lightly oiled • Where oil is stranded above normal high waterline 	sediments and organisms
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FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
10. In Situ Bioremediation	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	<u>Equipment</u> 1-2 fertilizer applicators 1 tilling device if required <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> • Any shoreline habitat type where nutrients are deficient Moderate to heavily oiled substrates After other techniques have been used to remove free product on lightly oiled shorelines Where other techniques are destructive or ineffective 	<ul style="list-style-type: none"> • Significant amounts of oil can remain on the shoreline for extended periods of time • Can disturb surface sediments and organisms
11. Log/Debris?? Burning	Oiled logs, driftwood, vegetation, and debris are	<u>Equipment</u> 1 set of fire control equipment 2-4 fans	<ul style="list-style-type: none"> • On most habitats except dry muddy 	<ul style="list-style-type: none"> • Heat may impact local near-surface organisms

	burned to minimize material handling and disposal requirements.? Material should be stacked in tall piles and fans used to ensure a hot, clean burn.	1 supply of combustion promoter <u>Personnel</u> 2-4 workers	substrates where heat may impact the biological productivity of the habitat <ul style="list-style-type: none"> Where heavily oiled items are difficult or impossible to move Many potential applications on ice 	<ul style="list-style-type: none"> Substantial smoke may be generated Heat may impact adjacent vegetation
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	<ul style="list-style-type: none"> All habitat types When natural removal rates are fast Degree of oiling is light Access is severely restricted or dangerous to cleanup crews When cleanup actions will do more harm than natural removal 	<ul style="list-style-type: none"> Oil may persist for significant periods of time Remobilized oil or sheens may impact other areas Higher probability of impacting wildlife
13. Dispersants (use of dispersants requires Federal or State approval)	Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. ? Specially formulated	Dispersants Boat or aircraft	<ul style="list-style-type: none"> Water bodies with sufficient depth and volume for mixing and dilution When the impact of the floating oil has been determined to be greater than the 	<ul style="list-style-type: none"> Use in shallow water could affect benthic resources May adversely impact organisms in the upper 30 feet of the water column Some water-surface and shoreline impacts could

	products containing surface-active agents are sprayed from aircraft or boats onto the slick.		impact of dispersed oil on the water-column community	occur
1 - Per 1000 feet of shoreline or oiled area				

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

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6.4 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response but will not typically directly manage these efforts.
- Domestic Animal Specialists such as veterinarians may be utilized to rescue or clean oiled animals such as livestock, dogs, horses, etc. **FIGURE 3.1-7**, Additional Resources and Telephone Numbers.
- Company personnel will not attempt to rescue or clean affected wildlife, because such actions may cause harm to the individuals or may place the animals at further risk.
- Federal and state agencies responsible for wildlife capture and rehabilitation will typically coordinate capturing and rehabilitating oiled wildlife; a list of these agencies are included in **FIGURE 3.1-5**.
- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled wildlife as well as deterring unaffected animals away from the spill site. **FIGURE 3.1-7**, Additional Resources and Telephone Numbers.

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ambrosia, South Texas	<i>Ambrosia cheiranthifolia</i>	Grasslands and various mesquite-dominated shrublands		Texas	Nueces County
Bass, Guadalupe	<i>Micropterus treculii</i>	endemic to perennial streams of the Edward's Plateau region; introduced in Nueces River system		Texas	De Witt County
Bass,	<i>Micropterus</i>	endemic to perennial streams of the Edward's			Gonzales

Guadalupe	<i>treculii</i>	Plateau region; introduced in Nueces River system		Texas	County
Bass, Guadalupe	<i>Micropterus treculii</i>	endemic to perennial streams of the Edward's Plateau region; introduced in Nueces River system		Texas	Bexar County
Bat, Cave Myotis	<i>Myotis velifer</i>	colonial and cave-dwelling; also roosts in rock crevices, old buildings, carports, under bridges, and even in abandoned Cliff Swallow (<i>Hirundo pyrrhonota</i>) nests; roosts in clusters of up to thousands of individuals; hibernates in limestone caves of Edwards Plateau and gypsum cave of Panhandle during winter; opportunistic insectivore		Texas	Gonzales County

T - Threatened
E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bat, Cave Myotis	<i>Myotis velifer</i>	colonial and cave-dwelling; also roosts in rock crevices, old buildings, carports, under bridges, and even in abandoned Cliff Swallow (<i>Hirundo pyrrhonota</i>) nests; roosts in clusters of up to thousands of individuals; hibernates in limestone caves of Edwards Plateau and gypsum cave of Panhandle during winter; opportunistic insectivore		Texas	Bexar County
Bat, Cave	<i>Myotis velifer</i>	colonial and cave-dwelling; also roosts in rock crevices, old buildings, carports, under bridges, and even in abandoned Cliff Swallow (<i>Hirundo pyrrhonota</i>) nests; roosts in clusters of up to		Texas	Wilson

Myotis		thousands of individuals; hibernates in limestone caves of Edwards Plateau and gypsum cave of Panhandle during winter; opportunistic insectivore			County
Bat, Ghost-faced	<i>Mormoops megalophylla</i>	colonially roosts in caves, crevices, abandoned mines, and buildings; insectivorous; breeds late winter-early spring; single offspring born per year		Texas	Bexar County
Bat, Southern Yellow	<i>Lasiurus ega</i>	associated with trees, such as palm trees (<i>Sabal mexicana</i>) in Brownsville, which provide them with daytime roosts; insectivorous; breeding in late winter	T (State)	Texas	San Patricio County
Bat, Southern Yellow	<i>Lasiurus ega</i>	associated with trees, such as palm trees (<i>Sabal mexicana</i>) in Brownsville, which provide them with daytime roosts; insectivorous; breeding in late winter	T (State)	Texas	Nueces County

T - Threatened
E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bear, Black	<i>Ursus americanus</i>	bottomland hardwoods and large tracts of inaccessible forested areas; due to field characteristics similar to Louisiana Black Bear (LT, T), treat all east Texas black bears as federal and state listed Threatened	T (Federal by Similarity of Appearance); Not Federally Listed; T (State)	Texas	Bexar County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possible as transient; bottomland hardwoods and large tracts of inaccessible forested	T	Texas	Refugio County

		areas			
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possible as transient; bottomland hardwoods and large tracts of inaccessible forested areas	T	Texas	Victoria County
Beetle, A ground	<i>Rhadine exilis</i>	small, essentially eyeless ground beetle; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County
Beetle, Helotes mold	<i>Batrisodes venyivi</i>	small, eyeless mold beetle; karst features in northwestern Bexar County and northeastern Medina County	E (Federal)	Texas	Bexar County

T - Threatened

E - Endangered

Central Zone**6 - 17**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Blindcat, Toothless	<i>Trogloglanis pattersoni</i>	troglobitic, blind catfish endemic to the San Antonio Pool of the Edward's Aquifer	T (State)	Texas	Bexar County
Blindcat, Widemouth	<i>Satan eurystomus</i>	troglobitic, blind catfish endemic to the San Antonio Pool of the Edward's Aquifer	T (State)	Texas	Bexar County
Broomweed, Threeflower	<i>Thurovia triflora</i>	Texas endemic; near coast in sparse, low vegetation on a veneer of light colored silt or fine sand over saline clay along drier upper margins of ecotone between salty prairies and tidal flats; further inland associated with vegetated slick spots on prairie mima mounds; flowering September-November		Texas	Refugio County
		Texas endemic; near coast in sparse, low vegetation on a veneer of light			

Broomweed, Threeflower	<i>Thurovia triflora</i>	colored silt or fine sand over saline clay along drier upper margins of ecotone between between salty prairies and tidal flats; further inland associated with vegetated slick spots on prairie mima mounds; flowering September- November		Texas	San Patricio County
Cactus, Black Lace	<i>Echinocereus reichenbachii var. albertii</i>	Texas endemic; grasslands, thorn shrublands, mesquite woodlands on sandy, somewhat saline soils on coastal prairie, most frequently in naturally open areas sparsely covered with brush of a low stature not resulting from disturbance or along creeks in ecotonal areas between this upland type and lower areas dominated by halophytic grasses and forbs; flowering April- June	E	Texas	Refugio County

T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Cavesnail, Mimic	<i>Phreatodrobia imitata</i>	subaquatic; only known from two wells penetrating the Edwards Aquifer		Texas	Bexar County
Coati, White- nosed	<i>Nasua narica</i>	woodlands, riparian corridors and canyons; most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	Bee County
		woodlands, riparian corridors and canyons;			

Coati, White- nosed	<i>Nasua narica</i>	most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	Nueces County
Coati, White- nosed	<i>Nasua narica</i>	woodlands, riparian corridors and canyons; most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	San Patricio County
Coati, White- nosed	<i>Nasua narica</i>	woodlands, riparian corridors and canyons; most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	Refugio County

T - Threatened
E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Coati, White- nosed	<i>Nasua narica</i>	woodlands, riparian corridors and canyons; most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	Victoria County
Crane,	<i>Grus</i>	potential migrant via plains throughout most of state to coast; winters in coastal	E	Texas	Bexar

Whooping	<i>americana</i>	marshes of Aransas, Calhoun, and Refugio counties			County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Gonzales County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Nueces County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	San Patricio County

T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Bee County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	De Witt County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Karnes County
		potential migrant via plains			

Crane, Whooping	<i>Grus americana</i>	throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Refugio County
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Victoria County

T - Threatened

E - Endangered

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Crane, Whooping	<i>Grus americana</i>	potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Wilson County
Creeper (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Bexar County
Creeper (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Gonzales County
Creeper (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Refugio County
		small to large streams, prefers gravel or gravel			

Creepers (Squawfoot)	<i>Strophitus undulatus</i>	and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Wilson County
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T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Creepers (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	De Witt County
Creepers (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Karnes County
Creepers (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Victoria County
Crustacean, A cave obligate	<i>Monodella texana</i>	subaquatic, subterranean obligate; underground freshwater aquifers		Texas	Bexar County
Curlew, Eskimo	<i>Numenius borealis</i>	historic; nonbreeding: grasslands, pastures, plowed fields, and less frequently, marshes and mudflats	E	Texas	Nueces County

T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Curlew, Eskimo	<i>Numenius borealis</i>	historic; nonbreeding: grasslands, pastures, plowed fields, and less frequently, marshes and mudflats	E	Texas	San Patricio County
Damselfly, Leonora's dancer	<i>Argia leonora</i>	south central and western Texas; small streams and seepages		Texas	De Witt County
Darter, Guadalupe	<i>Percina sciera apristis</i>	Guadalupe River basin; most common over gravel or gravel and sand raceways of large streams and rivers		Texas	Gonzales County
Darter, Guadalupe	<i>Percina sciera apristis</i>	Guadalupe River basin; most common over gravel or gravel and sand raceways of large streams and rivers		Texas	De Witt County
Dragon-head, Correll's false	<i>Physostegia correllii</i>	wet, silty clay loams on streamsides, in creek beds, irrigation channels and roadside drainage ditches; or seepy, mucky, sometimes gravelly soils along riverbanks or small islands in the Rio Grande; or underlain by Austin Chalk limestone along gently flowing spring-fed creek in central Texas; flowering May-September		Texas	Bexar County

T - Threatened

E - Endangered

Central Zone

6 - 24

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Eagle, Bald	<i>Haliaeetus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts,	Delisted (Federal)	Texas	De Witt

	<i>leucocephalus</i>	especially in winter; hunts live prey, scavenges, and pirates food from other birds	T (State)		County
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	Delisted (Federal) T (State)	Texas	Gonzales County
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	Delisted (Federal) T (State)	Texas	Refugio County
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	Delisted (Federal) T (State)	Texas	Victoria County
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to gulf; spawns January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel overland in wet areas; males in brackish estuaries; diet varies widely, geographically, and seasonally		Texas	Bee County

T - Threatened
E - Endangered

Central Zone

6 - 25

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to gulf; spawns January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel overland in wet areas; males in brackish estuaries; diet varies widely, geographically, and seasonally		Texas	Refugio County
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to gulf; spawns January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel overland in wet areas; males in brackish estuaries; diet varies widely, geographically, and seasonally		Texas	Nueces County
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to gulf; spawns January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large		Texas	San Patricio County

		streams, lakes; can travel overland in wet areas; males in brackish estuaries; diet varies widely, geographically, and seasonally			
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to gulf; spawns January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel overland in wet areas; males in brackish estuaries; diet varies widely, geographically, and seasonally		Texas	Victoria County
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal islands in brushy thickets of yucca and prickly pear	T (State)	Texas	Nueces County

T - Threatened
E - Endangered

Central Zone

6 - 26

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal islands in brushy thickets of yucca and prickly pear	T (State)	Texas	Victoria County
		resident of the Texas Gulf			

Egret, Reddish	<i>Egretta rufescens</i>	Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal islands in brushy thickets of yucca and prickly pear	T (State)	Texas	San Patricio County
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal islands in brushy thickets of yucca and prickly pear	T (State)	Texas	Refugio County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Nueces County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	San Patricio County

T - Threatened
E - Endangered

Central Zone

6 - 27

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Wilson County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Bexar County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along	Delisted (Federal) T (State)	Texas	Bee County

		coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	De Witt County
Falcon, American Peregrine	<i>Plagopterus argentissimus</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Gonzales County

T - Threatened

E - Endangered

Central Zone

6 - 28

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
		year-round resident and			

Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Karnes County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Refugio County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal) T (State)	Texas	Victoria County
		migrant throughout state from subspecies? far			

Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low- altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Bexar County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low- altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Gonzales County

T - Threatened
E - Endangered

Central Zone

6 - 29

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low- altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	De Witt County
		migrant throughout state			

Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Bee County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Victoria County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Refugio County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges	Delisted (Federal)	Texas	Nueces County

		such as lake shores, coastlines, and barrier islands.			
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T - Threatened

E - Endangered

Central Zone**6 - 30**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	Karnes County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	Delisted (Federal)	Texas	San Patricio County
Falcon, Arctic	<i>Falco peregrinus</i>	migrant throughout state from subspecies? far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban,	Delisted (Federal)	Texas	Wilson County

Peregrine	<i>tundrius</i>	concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Falcon, Northern Aplomado	<i>Falco femoralis septentrionalis</i>	open country, especially savanna and open woodland, and sometimes in very barren areas; grassy plains and valleys with scattered mesquite, yucca, and cactus; nests in old stick nests of other bird species	E	Texas	Nueces County
Falcon, Northern Aplomado	<i>Falco femoralis septentrionalis</i>	open country, especially savanna and open woodland, and sometimes in very barren areas; grassy plains and valleys with scattered mesquite, yucca, and cactus; nests in old stick nests of other bird species	E	Texas	Refugio County

T - Threatened
E - Endangered

Central Zone

6 - 31

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Northern Aplomado	<i>Falco femoralis septentrionalis</i>	open country, especially savanna and open woodland, and sometimes in very barren areas; grassy plains and valleys with scattered mesquite, yucca, and cactus; nests in old stick nests of other bird species	E	Texas	San Patricio County
		both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident			

Falcon, Peregrine	<i>Falco peregrinus</i>	breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Bexar County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Bee County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Karnes County
		both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther			

Falcon, Peregrine	<i>Falco peregrinus</i>	south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Gonzales County
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T - Threatened

E - Endangered

Central Zone**6 - 32**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Nueces County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas;	Delisted (Federal) T (State)	Texas	San Patricio County

		but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.			
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Wilson County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	De Witt County
Falcon,	<i>Falco</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing	Delisted (Federal)	Texas	Refugio

Peregrine	<i>peregrinus</i>	statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	T (State)		County
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T - Threatened

E - Endangered

Central Zone**6 - 33**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies? listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.	Delisted (Federal) T (State)	Texas	Victoria County
Fatmucket, Texas	<i>Lampsilis bracteata</i>	streams and rivers on sand, mud, and gravel substrates; intolerant of impoundment; broken bedrock and coarse gravel or sand in moderately flowing water; Colorado and Guadalupe River basins	T (State)	Texas	Bexar County
Fatmucket, Texas	<i>Lampsilis bracteata</i>	streams and rivers on sand, mud, and gravel substrates; intolerant of impoundment; broken bedrock and coarse gravel	T (State)	Texas	Gonzales County

		or sand in moderately flowing water; Colorado and Guadalupe River basins			
Fly, Texas Asaphomyian Tabanid	<i>Asaphomyia texensis</i>	globally historic; adults of tabanid spp. found near slow-moving water; eggs laid in masses on leaves or other objects near or over water; larvae are aquatic and predaceous; females of tabanid spp. bite, while males chiefly feed on pollen and nectar; using sight, carbon dioxide, and odor for selection, tabanid spp. lie in wait in shady areas under bushes and trees for a host to happen by		Texas	Victoria County
Frog, Sheep	<i>Hypopachus variolosus</i>	predominantly grassland and savanna; moist sites in arid areas	T (State)	Texas	San Patricio County

T - Threatened

E - Endangered

Central Zone

6 - 34

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Frog, Sheep	<i>Hypopachus variolosus</i>	predominantly grassland and savanna; moist sites in arid areas	T (State)	Texas	Karnes County
Frog, Sheep	<i>Hypopachus variolosus</i>	predominantly grassland and savanna; moist sites in arid areas	T (State)	Texas	Refugio County
Frog, Sheep	<i>Hypopachus variolosus</i>	predominantly grassland and savanna; moist sites in arid areas	T (State)	Texas	Bee County
Frog, Sheep	<i>Hypopachus variolosus</i>	predominantly grassland and savanna; moist sites in arid areas	T (State)	Texas	Nueces County
Gay-feather,	<i>Liatrix bracteata</i>	Texas endemic; coastal prairie grasslands of various types, from salty prairie on low-lying somewhat saline clay loams to upland prairie		Texas	San Patricio

Coastal		on nonsaline clayey to sandy loams; flowering in fall			County
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T - Threatened

E - Endangered

Central Zone**6 - 35**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Gay-feather, Coastal	<i>Liatris bracteata</i>	Texas endemic; coastal prairie grasslands of various types, from salty prairie on low-lying somewhat saline clay loams to upland prairie on nonsaline clayey to sandy loams; flowering in fall		Texas	Refugio County
Giant-skipper, Manfreda	<i>Stallingsia maculosus</i>	most skippers are small and stout-bodied; name derives from fast, erratic flight; at rest most skippers hold front and hind wings at different angles; skipper larvae are smooth, with the head and neck constricted; skipper larvae usually feed inside a leaf shelter and pupate in a cocoon made of leaves fastened together with silk		Texas	Wilson County
Giant-skipper, Manfreda	<i>Stallingsia maculosus</i>	most skippers are small and stout-bodied; name derives from fast, erratic flight; at rest most skippers hold front and hind wings at different angles; skipper larvae are smooth, with the head and neck constricted; skipper larvae usually feed inside a leaf shelter and pupate in a cocoon made of leaves fastened together with silk		Texas	Karnes County
		most skippers are small and stout-bodied; name derives from fast, erratic flight; at rest most skippers hold			

Giant-skipper, Manfreda	<i>Stallingsia maculosus</i>	front and hind wings at different angles; skipper larvae are smooth, with the head and neck constricted; skipper larvae usually feed inside a leaf shelter and pupate in a cocoon made of leaves fastened together with silk		Texas	San Patricio County
Giant-skipper, Manfreda	<i>Stallingsia maculosus</i>	most skippers are small and stout-bodied; name derives from fast, erratic flight; at rest most skippers hold front and hind wings at different angles; skipper larvae are smooth, with the head and neck constricted; skipper larvae usually feed inside a leaf shelter and pupate in a cocoon made of leaves fastened together with silk		Texas	Bexar County

T - Threatened

E - Endangered

Central Zone

6 - 36

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Giant-skipper, Manfreda	<i>Stallingsia maculosus</i>	most skippers are small and stout-bodied; name derives from fast, erratic flight; at rest most skippers hold front and hind wings at different angles; skipper larvae are smooth, with the head and neck constricted; skipper larvae usually feed inside a leaf shelter and pupate in a cocoon made of leaves fastened together with silk		Texas	Nueces County
Gopher, Maritime Pocket	<i>Geomys personatus maritimus</i>	fossorial, in deep sandy soils; feeds mostly from within burrow on roots and other plant parts, especially grasses; ecologically important as prey species		Texas	Nueces County

		and in influencing soils, microtopography, habitat heterogeneity, and plant diversity			
Gumweed, Plains	<i>Grindelia oolepis</i>	coastal prairies on heavy clay (blackland) soils, often in depressional areas, sometimes persisting in areas where management (mowing) may maintain or mimic natural prairie disturbance regimes; 'crawfish lands'; on nearly level Victoria clay, Edroy clay, claypan, possibly Greta within Orelia fine sandy loam over the Beaumont Formation, and Harlingen clay; roadsides, railroad rights-of-ways, vacant lots in urban areas, cemeteries; flowering April-December		Texas	Bee County
Gumweed, Plains	<i>Grindelia oolepis</i>	coastal prairies on heavy clay (blackland) soils, often in depressional areas, sometimes persisting in areas where management (mowing) may maintain or mimic natural prairie disturbance regimes; 'crawfish lands'; on nearly level Victoria clay, Edroy clay, claypan, possibly Greta within Orelia fine sandy loam over the Beaumont Formation, and Harlingen clay; roadsides, railroad rights-of-ways, vacant lots in urban areas, cemeteries; flowering April-December		Texas	Nueces County
Gumweed, Plains	<i>Grindelia oolepis</i>	coastal prairies on heavy clay (blackland) soils, often in depressional areas, sometimes persisting in areas where management (mowing) may maintain or mimic natural prairie disturbance regimes; 'crawfish lands'; on nearly level Victoria clay, Edroy		Texas	San Patricio

		clay, claypan, possibly Greta within Orelia fine sandy loam over the Beaumont Formation, and Harlingen clay; roadsides, railroad rights-of-ways, vacant lots in urban areas, cemeteries; flowering April-December			County
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T - Threatened

E - Endangered

Central Zone

6 - 37

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Gumweed, Plains	<i>Grindelia oolepis</i>	coastal prairies on heavy clay (blackland) soils, often in depressional areas, sometimes persisting in areas where management (mowing) may maintain or mimic natural prairie disturbance regimes; 'crawfish lands'; on nearly level Victoria clay, Edroy clay, claypan, possibly Greta within Orelia fine sandy loam over the Beaumont Formation, and Harlingen clay; roadsides, railroad rights-of-ways, vacant lots in urban areas, cemeteries; flowering April-December		Texas	Refugio County
Harvestman, Cokendolpher Cave	<i>Texella cokendolpheri</i>	small, eyeless harvestman; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County
Hawk, White-tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub-live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	De Witt County

Hawk, White-tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub-live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	Nueces County
Hawk, White-tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub-live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	Refugio County

T - Threatened

E - Endangered

Central Zone

6 - 38

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Hawk, White- tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub- live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	San Patricio County
Hawk, White- tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub- live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	Victoria County
Hawk, White- tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub- live oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	Bee County
		arid open country, including open deciduous or pine-oak woodland, mesa or mountain county, often near			

Hawk, Zone-tailed	<i>Buteo albonotatus</i>	watercourses, and wooded canyons and tree-lined rivers along middle-slopes of desert mountains; nests in various habitats and sites, ranging from small trees in lower desert, giant cottonwoods in riparian areas, to mature conifers in high mountain regions	T (State)	Texas	Bexar County
Ibis, White- faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	Bee County

T - Threatened

E - Endangered

Central Zone

6 - 39

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ibis, White- faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	Refugio County
Ibis, White- faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	Victoria County
Ibis, White- faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or	T (State)	Texas	Bexar County

		reeds, or on floating mats			
Ibis, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	De Witt County
Ibis, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	Karnes County

T - Threatened

E - Endangered

Central Zone

6 - 40

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ibis, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	Nueces County
Ibis, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	T (State)	Texas	San Patricio County
Jaguarundi	<i>Herpailurus yaguarondi</i>	thick brush lands, near water favored; 60 to 75 day gestation, young born sometimes twice per year in March and August, elsewhere the beginning of the rainy season and end of the dry season	E	Texas	San Patricio County

Jointweed, Parks'	<i>Polygonella parksii</i>	Texas endemic; mostly found on deep, loose, whitish sand blowouts (unstable, deep, xeric, sand hill barrens) in Post Oak Savanna landscapes over the Carrizo and Sparta formations; also occurs in early successional grasslands, along right-of-ways, and on mechanically disturbed areas; flowering June-late October or September-November		Texas	Bexar County
Jointweed, Parks'	<i>Polygonella parksii</i>	Texas endemic; mostly found on deep, loose, whitish sand blowouts (unstable, deep, xeric, sand hill barrens) in Post Oak Savanna landscapes over the Carrizo and Sparta formations; also occurs in early successional grasslands, along right-of-ways, and on mechanically disturbed areas; flowering June-late October or September-November		Texas	Wilson County

T - Threatened
E - Endangered

Central Zone

6 - 41

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Lila de los llanos	<i>Echeandia chandleri</i>	most commonly encountered among shrubs or in grassy openings in subtropical thorn shrublands on somewhat saline clays of lomas along Gulf Coast near mouth of Rio Grande; also observed in a few upland coastal prairie remnants on clay soils over the Beaumont Formation at inland sites well to the north and along		Texas	Nueces County

		railroad right-of-ways and cemeteries; flowering (May-) September-December, fruiting October-December			
Lizard, Keeled Earless	<i>Holbrookia propinqua</i>	coastal dunes, barrier islands, and other sandy areas; eats insects and likely other small invertebrates; eggs laid underground March-September (most May-August)		Texas	Nueces County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie-brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Wilson County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie-brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Bee County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie-brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Bexar County

T - Threatened
E - Endangered

Central Zone

6 - 42

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
		central and southern Texas			

Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	and adjacent Mexico; moderately open prairie- brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Karnes County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie- brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Nueces County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie- brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	Refugio County
Lizard, Spot-tailed Earless	<i>Holbrookia lacerata</i>	central and southern Texas and adjacent Mexico; moderately open prairie- brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground		Texas	San Patricio County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March- September	T (State)	Texas	De Witt County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Gonzales County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Karnes County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Nueces County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Refugio County
		open, arid and semi-arid regions with sparse vegetation, including grass,			

Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	San Patricio County
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T - Threatened

E - Endangered

Central Zone**6 - 44**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Victoria County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Wilson County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Bexar County

		rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September			
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	T (State)	Texas	Bee County
Machaeranthera, Welder	<i>Psilactis heterocarpa</i>	Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huisache woodlands on nearly level, gray to dark gray clayey to silty soils; known locations mapped on Victoria clay, Edroy clay, Dacosta sandy clay loam over Beaumont and Lissie formations; flowering September-November		Texas	Karnes County

T - Threatened
E - Endangered

Central Zone

6 - 45

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
		Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huisache woodlands on nearly			

Machaeranthera, Welder	<i>Psilactis heterocarpa</i>	level, gray to dark gray clayey to silty soils; known locations mapped on Victoria clay, Edroy clay, Dacosta sandy clay loam over Beaumont and Lissie formations; flowering September-November		Texas	Victoria County
Machaeranthera, Welder	<i>Psilactis heterocarpa</i>	Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huisache woodlands on nearly level, gray to dark gray clayey to silty soils; known locations mapped on Victoria clay, Edroy clay, Dacosta sandy clay loam over Beaumont and Lissie formations; flowering September-November		Texas	Nueces County
Machaeranthera, Welder	<i>Psilactis heterocarpa</i>	Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huisache woodlands on nearly level, gray to dark gray clayey to silty soils; known locations mapped on Victoria clay, Edroy clay, Dacosta sandy clay loam over Beaumont and Lissie formations; flowering September-November		Texas	Refugio County
Machaeranthera, Welder	<i>Psilactis heterocarpa</i>	Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huisache woodlands on nearly level, gray to dark gray clayey to silty soils; known locations mapped on Victoria		Texas	San Patricio County

		clay, Edroy clay, Dacosta sandy clay loam over Beaumont and Lissie formations; flowering September-November			
Manatee, West Indian	<i>Trichechus manatus</i>	Gulf and bay system; opportunistic, aquatic herbivore	E	Texas	Nueces County

T - Threatened

E - Endangered

Central Zone

6 - 46

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Manatee, West Indian	<i>Trichechus manatus</i>	Gulf and bay system; opportunistic, aquatic herbivore	E	Texas	Refugio County
Manatee, West Indian	<i>Trichechus manatus</i>	Gulf and bay system; opportunistic, aquatic herbivore	E	Texas	San Patricio County
Mayfly, A	<i>Tortopus circumfluus</i>	TX and MX; possibly clay substrates; mayflies distinguished by aquatic larval stage; adult stage generally found in shoreline vegetation		Texas	Victoria County
Meshweaver, Braken Bat Cave	<i>Cicurina venii</i>	small, eyeless, or essentially eyeless spider; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County
Meshweaver, Government Canyon Bat Cave	<i>Cicurina vespera</i>	Subterranean obligate		Texas	Bexar County

T - Threatened

E - Endangered

Central Zone

6 - 47

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY

Meshweaver, Madla's Cave	<i>Cicurina madla</i>	small, eyeless, or essentially eyeless spider; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County
Meshweaver, Robber Baron Cave	<i>Cicurina baronia</i>	small, eyeless, or essentially eyeless spider; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County
Metalmark, Rawson's	<i>Calephelis rawsoni</i>	moist areas in shaded limestone outcrops in central Texas, desert scrub or oak woodland in foothills, or along rivers elsewhere; larval hosts are Eupatorium havanense, E. greggii.		Texas	Bexar County
Mud- plantain, Mexican	<i>Heteranthera mexicana</i>	wet clayey soils of resacas and ephemeral wetlands in South Texas and along margins of playas in the Panhandle; flowering June-December, only after sufficient rainfall		Texas	Nueces County
Mussel, False Spike	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins	T (State)	Texas	Bexar County

T - Threatened
E - Endangered

Central Zone

6 - 48

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Mussel, False Spike	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were	T (State)	Texas	De Witt County

		present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins			
Mussel, False Spike	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins	T (State)	Texas	Gonzales County
Mussel, False Spike	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins	T (State)	Texas	Karnes County
Mussel, False Spike	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins	T (State)	Texas	Wilson County
Newt, Black-spotted	<i>Notophthalmus meridionalis</i>	can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coastal Plain south of the San Antonio River	T (State)	Texas	Victoria County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Newt, Black-spotted	<i>Notophthalmus meridionalis</i>	can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coastal Plain south of the San Antonio River	T (State)	Texas	Bee County
Newt, Black-spotted	<i>Notophthalmus meridionalis</i>	can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coastal Plain south of the San Antonio River	T (State)	Texas	Nueces County
Newt, Black-spotted	<i>Notophthalmus meridionalis</i>	can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coastal Plain south of the San Antonio River	T (State)	Texas	Refugio County
Newt, Black-spotted	<i>Notophthalmus meridionalis</i>	can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coastal Plain south of the San Antonio River	T (State)	Texas	San Patricio County
Ocelot	<i>Leopardus pardalis</i>	dense chaparral thickets; mesquite-thorn scrub and live oak mottes; avoids open areas; breeds and raises young June-November	E	Texas	Nueces County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ocelot	<i>Leopardus pardalis</i>	dense chaparral thickets; mesquite-thorn scrub and live oak mottes; avoids open areas; breeds and raises young June-November	E	Texas	Refugio County
Ocelot	<i>Leopardus pardalis</i>	dense chaparral thickets; mesquite-thorn scrub and live oak mottes; avoids open areas; breeds and raises young June-November	E	Texas	San Patricio County
Ocelot	<i>Leopardus pardalis</i>	dense chaparral thickets; mesquite-thorn scrub and live oak mottes; avoids open areas; breeds and raises young June-November	E	Texas	Bee County
Onion, Elmendorf's	<i>Allium elmendorfi</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May		Texas	Bee County
Onion,	<i>Allium</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it		Texas	Bexar

Elmendorf's	<i>elmendorfii</i>	occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May			County
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T - Threatened

E - Endangered

Central Zone**6 - 51**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Onion, Elmendorf's	<i>Allium elmendorfii</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May		Texas	Gonzales County
Onion, Elmendorf's	<i>Allium elmendorfii</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano		Texas	Refugio County

		Uplift in wet pockets of granitic loam; flowering March-April, May			
Onion, Elmendorf's	<i>Allium elmendorffii</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May		Texas	Wilson County
Onion, Elmendorf's	<i>Allium elmendorffii</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May		Texas	Nueces County
Onion, Elmendorf's	<i>Allium elmendorffii</i>	Texas endemic; grassland openings in oak woodlands on deep, loose, well-drained sands; in Coastal Bend, on Pleistocene barrier island ridges and Holocene Sand Sheet that support live oak woodlands; to the north it occurs in post oak-black hickory-live oak woodlands over Queen City and similar Eocene		Texas	San Patricio County

		formations; one anomalous specimen found on Llano Uplift in wet pockets of granitic loam; flowering March-April, May			
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T - Threatened
E - Endangered

Central Zone
6 - 52
6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Refugio County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Victoria County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Bexar County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	De Witt County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Gonzales County

T - Threatened
E - Endangered

Central Zone

6 - 53

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Karnes County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	San Patricio County
Orb, Golden	<i>Quadrula aurea</i>	sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins	T (State)	Texas	Wilson County
Oriole, Sennett's Hooded	<i>Icterus cucullatus sennetti</i>	often builds nests in and of Spanish moss (<i>Tillandsia unioides</i>); feeds on invertebrates, fruit, and nectar; breeding March to August		Texas	Nueces County
Oriole, Sennett's Hooded	<i>Icterus cucullatus sennetti</i>	often builds nests in and of Spanish moss (<i>Tillandsia unioides</i>); feeds on invertebrates, fruit, and nectar; breeding March to August		Texas	San Patricio County

T - Threatened
E - Endangered

Central Zone

6 - 54

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY

Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Bexar County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Gonzales County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Nueces County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	San Patricio County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Bee County

T - Threatened

E - Endangered

Central Zone**6 - 55**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in		Texas	De Witt County

		abandoned burrows			
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Karnes County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Refugio County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Victoria County
Owl, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows		Texas	Wilson County

T - Threatened

E - Endangered

Central Zone

6 - 56

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Palmetto pill snail	<i>Euchemotrema leai cheatumi</i>	terrestrial snail with only one known population, from moist palmetto woodlands of Palmetto State Park; 1/4 - 3/8 inches long; distinguishable by a small ridge seen in the opening of the shell		Texas	Gonzales County
Pelican, brown	<i>Pelecanus occidentalis</i>	largely coastal and near shore areas, where it roosts and nests on islands and	Delisted (Federal) E (State)	Texas	Victoria County

		spoil banks			
Pelican, Brown	<i>Pelecanus occidentalis</i>	largely coastal and near shore areas, where it roosts and nests on islands and spoil banks	Delisted (Federal) E (State)	Texas	San Patricio County
Pelican, Brown	<i>Pelecanus occidentalis</i>	largely coastal and near shore areas, where it roosts and nests on islands and spoil banks	Delisted (Federal) E (State)	Texas	Nueces County
Pelican, Brown	<i>Pelecanus occidentalis</i>	largely coastal and near shore areas, where it roosts and nests on islands and spoil banks	Delisted (Federal) E (State)	Texas	Refugio County

T - Threatened

E - Endangered

Central Zone**6 - 57**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	Bexar County
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	De Witt County
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	Karnes County
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	Wilson County
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	Gonzales County

T - Threatened
E - Endangered

Central Zone**6 - 58**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pimpleback, Texas	<i>Quadrula petrina</i>	mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	T (State)	Texas	Victoria County
Pipefish, Opossum	<i>Microphis brachyurus</i>	brooding adults found in fresh or low salinity waters and young move or are carried into more saline waters after birth; southern coastal areas	T (State)	Texas	Refugio County
Pipefish, Opossum	<i>Microphis brachyurus</i>	brooding adults found in fresh or low salinity waters and young move or are carried into more saline waters after birth; southern coastal areas	T (State)	Texas	San Patricio County
Pipefish, Opossum	<i>Microphis brachyurus</i>	brooding adults found in fresh or low salinity waters and young move or are carried into more saline waters after birth; southern coastal areas	T (State)	Texas	Nueces County
Pipefish, Texas	<i>Syngnathus affinis</i>	Corpus Christi Bay; seagrass beds		Texas	San Patricio County

T - Threatened
E - Endangered

Central Zone**6 - 59**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pipefish, Texas	<i>Syngnathus affinis</i>	Corpus Christi Bay; seagrass beds		Texas	Nueces County
		only in Texas during migration and winter, mid			

Pipit, Sprague's	<i>Anthus spragueii</i>	September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Bexar County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Bee County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	De Witt County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Gonzales County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Karnes County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Nueces County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Refugio County
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	San Patricio County

Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Victoria County
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T - Threatened

E - Endangered

Central Zone**6 - 61**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pipit, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Wilson County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Bexar County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	De Witt County
		breeding: nests on high			

Plover, Mountain	<i>Charadrius montanus</i>	plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Gonzales County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Karnes County

T - Threatened

E - Endangered

Central Zone

6 - 62

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Nueces County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Refugio County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	San Patricio County
		breeding: nests on high plains or shortgrass			

Plover, Mountain	<i>Charadrius montanus</i>	prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Victoria County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Wilson County

T - Threatened

E - Endangered

Central Zone**6 - 63**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Bee County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bayside mud or salt flats	T	Texas	Nueces County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bayside mud or salt flats	T	Texas	San Patricio County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bayside mud or salt flats	T	Texas	Refugio County
Plover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Refugio County

T - Threatened

E - Endangered

Central Zone**6 - 64**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Nueces County
Plover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	San Patricio County
Plover, Southeastern Snowy	<i>Charadrius alexandrinus tenuirostris</i>	wintering migrant along the Texas Gulf Coast beaches and bayside mud or salt flats		Texas	Nueces County
Plover, Southeastern Snowy	<i>Charadrius alexandrinus</i>	tenuirostris wintering migrant along the Texas Gulf Coast beaches and bayside mud or salt flats		Texas	San Patricio County
Plover, Western Snowy	<i>Charadrius alexandrinus nivosus</i>	uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	San Patricio County

T - Threatened

E - Endangered

Central Zone**6 - 65**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Western Snowy	<i>Charadrius alexandrinus nivosus</i>	uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Nueces County
		this county within historic range; endemic; open prairies of mostly thick grass one to three feet tall; from near sea level to 200			

Prairie-chicken, Attwater's Greater	<i>Tympanuchus cupido attwateri</i>	feet along coastal plain on upper two-thirds of Texas coast; males form communal display flocks during late winter-early spring; booming grounds important; breeding February-July	E	Texas	Victoria County
Prairie-chicken, Attwater's Greater	<i>Tympanuchus cupido attwateri</i>	this county within historic range; endemic; open prairies of mostly thick grass one to three feet tall; from near sea level to 200 feet along coastal plain on upper two-thirds of Texas coast; males form communal display flocks during late winter-early spring; booming grounds important; breeding February-July	E	Texas	Refugio County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	Refugio County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	San Patricio County

T - Threatened
E - Endangered

Central Zone

6 - 66

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	Victoria County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	Bexar County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	Gonzales County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	T (State)	Texas	De Witt County

Rhododon, Tharp's	<i>Rhododon angulatus</i>	Texas endemic; deep, loose sands in sparsely vegetated areas on stabilized dunes of Pleistocene barrier islands; flowering (May-) June-September, sometimes later with appropriate rainfall		Texas	Refugio County
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T - Threatened

E - Endangered

Central Zone

6 - 67

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Rushpea, Slender	<i>Hoffmannseggia tenella</i>	Texas endemic; coastal prairie grasslands on level uplands and on gentle slopes along drainages, usually in areas of shorter or sparse vegetation; soils often described as Blackland clay, but at some of these sites soils are coarser textured and lighter in color than the typical heavy clay of the coastal prairies; flowering April-November	E	Texas	Nueces County
Sage, Big red	<i>Salvia pentstemonoides</i>	Texas endemic; moist to seasonally wet, steep limestone outcrops on seeps within canyons or along creek banks; occasionally on clayey to silty soils of creek banks and terraces, in partial shade to full sun; basal leaves conspicuous for much of the year; flowering June-October		Texas	Bexar, Wilson Counties
Salamander, Cascade	<i>Eurycea latitans complex</i>	endemic; subaquatic; springs and caves in Medina River, Guadalupe River, and	T (State)	Texas	Bexar County

Caverns		Cibolo Creek watersheds within Edwards Aquifer area			
Salamander, Comal blind	<i>Eurycea tridentifera</i>	endemic; semi-troglobitic; found in springs and waters of caves	T (State)	Texas	Bexar County
Salamander, Texas	<i>Eurycea neotenes</i>	endemic; troglobitic; springs, seeps, cave streams, and creek headwaters; often hides under rocks and leaves in water; restricted to Helotes and Leon Creek drainages		Texas	Bexar County

T - Threatened

E - Endangered

Central Zone**6 - 68**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Sawfish, Smalltooth	<i>Pristis pectinata</i>	different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10 m); in sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	Nueces County
		different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10			

Sawfish, Smalltooth	<i>Pristis pectinata</i>	m); in sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	Refugio County
Sawfish, Smalltooth	<i>Pristis pectinata</i>	different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10 m); in sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	San Patricio County
Siren (large form), South Texas	<i>Siren sp 1</i>	wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods, but does require some moisture to remain; southern Texas south of Balcones Escarpment; breeds February-June	T (State)	Texas	San Patricio County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Bexar County

T - Threatened
E - Endangered

Central Zone

6 - 69

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	De Witt County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Gonzales County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Karnes County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Nueces County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Refugio County

T - Threatened

E - Endangered

Central Zone

6 - 70

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Skunk, Plains	<i>Spilogale putorius</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands;		Texas	San Patricio

Spotted	<i>interrupta</i>	prefers wooded, brushy areas and tallgrass prairie			County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Victoria County
Skunk, Plains Spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Wilson County
Skunk, Plains spotted	<i>Spilogale putorius interrupta</i>	catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie		Texas	Bee County
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	saline flats, coastal bays, and brackish river mouths		Texas	Nueces County

T - Threatened

E - Endangered

Central Zone

6 - 71

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	saline flats, coastal bays, and brackish river mouths		Texas	Refugio County
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	saline flats, coastal bays, and brackish river mouths		Texas	San Patricio County
Snake, Texas garter	<i>Thamnophis sirtalis annectens</i>	wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August		Texas	Bexar County
		Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral			

Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	Bee County
Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	Bexar County

T - Threatened

E - Endangered

Central Zone**6 - 72**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	Karnes County
Snake,	<i>Drymarchon</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian			Nueces

Texas Indigo	<i>melanurus erebennus</i>	corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	County
Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	Refugio County
Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	San Patricio County
Snake, Texas Indigo	<i>Drymarchon melanurus erebennus</i>	Texas south of the Guadalupe River and Balcones Escarpment; thornbush-chaparral woodlands of south Texas, in particular dense riparian corridors; can do well in suburban and irrigated croplands if not molested or indirectly poisoned; requires moist microhabitats, such as rodent burrows, for shelter	T (State)	Texas	Wilson County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Texas Scarlet	<i>Cemophora coccinea lineri</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; semi-fossorial; active April-September	T (State)	Texas	Nueces County
Snake, Texas Scarlet	<i>Cemophora coccinea lineri</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; semi-fossorial; active April-September	T (State)	Texas	Refugio County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	Victoria County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	Bee County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	De Witt County

T - Threatened

E - Endangered

Central Zone**6 - 74**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Sparrow,	<i>Ammodramus</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses			Gonzales

Henslow's	<i>henslowii</i>	occur along with vines and brambles; a key component is bare ground for running/walking		Texas	County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	Refugio County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	San Patricio County
Sparrow, Texas Botteri's	<i>Aimophila botterii texana</i>	grassland and short-grass plains with scattered bushes or shrubs, sagebrush, mesquite, or yucca; nests on ground of low clump of grasses	T (State)	Texas	Nueces County
Spider, Government Canyon Bat Cave	<i>Neoleptoneta microps</i>	small, eyeless, or essentially eyeless spider; karst features in north and northwest Bexar County	E (Federal)	Texas	Bexar County

T - Threatened

E - Endangered

Central Zone

6 - 75

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Stork, Wood	<i>Mycteria</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active	T (State)	Texas	Wilson

	<i>americana</i>	heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960			County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Bee County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Bexar County
		forages in prairie ponds, flooded pastures or			

Stork, Wood	<i>Mycteria americana</i>	fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Karnes County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Nueces County

T - Threatened
E - Endangered

Central Zone

6 - 76

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
		forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water,			

Stork, Wood	<i>Mycteria americana</i>	including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Refugio County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	San Patricio County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly	T (State)	Texas	Victoria County

		nested in Texas, but no breeding records since 1960			
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	De Witt County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Gonzales County

T - Threatened

E - Endangered

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON	SCIENTIFIC				
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NAME	NAME	HABITAT	STATUS	STATE	COUNTY
Sucker, Blue	<i>Cycleptus elongatus</i>	larger portions of major rivers in Texas; usually in channels and flowing pools with a moderate current; bottom type usually of exposed bedrock, perhaps in combination with hard clay, sand, and gravel; adults winter in deep pools and move upstream in spring to spawn on riffles	T (State)	Texas	Gonzales County
Sunflower, Shinner's	<i>Helianthus occidentalis ssp plantagineus</i>	mostly in prairies on the Coastal Plain, with several slightly disjunct populations in the Pineywoods and South Texas Brush Country		Texas	De Witt County
Sunflower, Shinner's	<i>Helianthus occidentalis ssp plantagineus</i>	mostly in prairies on the Coastal Plain, with several slightly disjunct populations in the Pineywoods and South Texas Brush Country		Texas	Victoria County
Tern, Interior Least	<i>Sterna antillarum athalassos</i>	subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	Gonzales County
Tern, Interior Least	<i>Sterna antillarum athalassos</i>	subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	Karnes County

T - Threatened
E - Endangered

Central Zone

6 - 78

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Tern, Interior Least	<i>Sterna antillarum athalassos</i>	subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	Victoria County
Tern, Interior Least	<i>Sterna antillarum athalassos</i>	subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	Wilson County
Tern, Interior least	<i>Sterna antillarum athalassos</i>	subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	De Witt County
		subspecies is listed only when inland (more than 50 miles from a coastline);			

Tern, Interior Least	<i>Sterna antillarum athalassos</i>	nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	E	Texas	Bexar County
Tern, Sooty	<i>Sterna fuscata</i>	predominately 'on the wing'; does not dive, but snatches small fish and squid with bill as it flies or hovers over water; breeding April-July	T (State)	Texas	Refugio County

T - Threatened

E - Endangered

Central Zone**6 - 79**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Tern, Sooty	<i>Sterna fuscata</i>	predominately 'on the wing'; does not dive, but snatches small fish and squid with bill as it flies or hovers over water; breeding April-July	T (State)	Texas	San Patricio County
Tern, Sooty	<i>Sterna fuscata</i>	predominately 'on the wing'; does not dive, but snatches small fish and squid with bill as it flies or hovers over water; breeding April-July	T (State)	Texas	Nueces County
Terrapin, Texas Diamondback	<i>Malaclemys terrapin littoralis</i>	coastal marshes, tidal flats, coves, estuaries, and lagoons behind barrier beaches; brackish and salt water; burrows into mud when inactive; may venture into lowlands at high tide		Texas	Refugio County
Terrapin, Texas	<i>Malaclemys terrapin</i>	coastal marshes, tidal flats, coves, estuaries, and lagoons behind barrier beaches; brackish and salt water; burrows		Texas	Victoria County

Diamondback	<i>littoralis</i>	into mud when inactive; may venture into lowlands at high tide			
Terrapin, Texas Diamondback	<i>Malaclemys terrapin littoralis</i>	coastal marshes, tidal flats, coves, estuaries, and lagoons behind barrier beaches; brackish and salt water; burrows into mud when inactive; may venture into lowlands at high tide		Texas	Nueces County

T - Threatened

E - Endangered

Central Zone**6 - 80**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Terrapin, Texas Diamondback	<i>Malaclemys terrapin littoralis</i>	coastal marshes, tidal flats, coves, estuaries, and lagoons behind barrier beaches; brackish and salt water; burrows into mud when inactive; may venture into lowlands at high tide		Texas	San Patricio County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Bexar County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or	T (State)	Texas	De Witt County

		under objects; longevity greater than 50 years; active March-November; breeds April-November			
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Gonzales County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Nueces County

T - Threatened

E - Endangered

Central Zone

6 - 81

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds	T (State)	Texas	San Patricio County

		April-November			
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Wilson County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Bee County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Karnes County
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Refugio County

T - Threatened
E - Endangered

Central Zone

6 - 82

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Victoria County
Turtle, Atlantic Hawksbill Sea	<i>Eretmochelys imbricata</i>	Gulf and bay system, warm shallow waters especially in rocky marine environments, such as coral reefs and jetties, juveniles found in floating mats of sea plants; feed on sponges, jellyfish, sea urchins, molluscs, and crustaceans, nests April through November	E	Texas	Refugio County
Turtle, Atlantic Hawksbill Sea	<i>Eretmochelys imbricata</i>	Gulf and bay system, warm shallow waters especially in rocky marine environments, such as coral reefs and jetties, juveniles found in floating mats of sea plants; feed on sponges, jellyfish, sea urchins, molluscs, and crustaceans, nests April through November	E	Texas	San Patricio County
Turtle, Atlantic Hawksbill Sea	<i>Eretmochelys imbricata</i>	Gulf and bay system, warm shallow waters especially in rocky marine environments, such as coral reefs and jetties, juveniles found in floating mats of sea plants; feed on sponges, jellyfish, sea urchins, molluscs, and crustaceans, nests April through November	E	Texas	Nueces County
		endemic; Guadalupe River System; short stretches of			

Turtle, Cagle's Map	<i>Graptemys caglei</i>	shallow water with swift to moderate flow and gravel or cobble bottom, connected by deeper pools with a slower flow rate and a silt or mud bottom; gravel bar riffles and transition areas between riffles and pools especially important in providing insect prey items; nest on gently sloping sand banks within ca. 30 feet of water's edge	T (State)	Texas	Victoria County
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T - Threatened

E - Endangered

Central Zone**6 - 83**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Cagle's Map	<i>Graptemys caglei</i>	endemic; Guadalupe River System; short stretches of shallow water with swift to moderate flow and gravel or cobble bottom, connected by deeper pools with a slower flow rate and a silt or mud bottom; gravel bar riffles and transition areas between riffles and pools especially important in providing insect prey items; nest on gently sloping sand banks within ca. 30 feet of water's edge	T (State)	Texas	Gonzales County
Turtle, Cagle's Map	<i>Graptemys caglei</i>	endemic; Guadalupe River System; short stretches of shallow water with swift to moderate flow and gravel or cobble bottom, connected by deeper pools with a slower flow rate and a silt or mud bottom; gravel bar riffles and transition areas between riffles and pools especially important in providing insect prey items; nest on gently sloping sand banks within	T (State)	Texas	De Witt County

		ca. 30 feet of water's edge			
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier island beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasingly on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	Refugio County
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier island beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasingly on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	Nueces County
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier island beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasingly on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	San Patricio County

T - Threatened
E - Endangered

Central Zone

6 - 84

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	San Patricio County
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	Nueces County
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	Refugio County
Turtle, Leatherback Sea	<i>Dermochelys coriacea</i>	Gulf and bay systems, and widest ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of their western Atlantic nesting territories, nesting season ranges from March to August	E	Texas	Refugio County
Turtle, Leatherback	<i>Dermochelys</i>	Gulf and bay systems, and widest ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of their	E	Texas	Nueces

Sea	<i>coriacea</i>	western Atlantic nesting territories, nesting season ranges from March to August			County
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T - Threatened

E - Endangered

Central Zone**6 - 85**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Leatherback Sea	<i>Dermochelys coriacea</i>	Gulf and bay systems, and widest ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of their western Atlantic nesting territories, nesting season ranges from March to August	E	Texas	San Patricio County
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and coral; nests from April through November	T	Texas	San Patricio County
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and coral; nests from April through November	T	Texas	Nueces County
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and coral; nests from April through November	T	Texas	Refugio County
		Texas endemic; shallow, well-drained gravelly clays and clay loams over			

Twistflower, Bracted	<i>Streptanthus bracteatus</i>	limestone in oak juniper woodlands and associated openings, on steep to moderate slopes and in canyon bottoms; several known soils include Tarrant, Brackett, or Speck over Edwards, Glen Rose, and Walnut geologic formations; populations fluctuate widely from year to year, depending on winter rainfall; flowering mid April-late May, fruit matures and foliage withers by early summer		Texas	Bexar County
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T - Threatened

E - Endangered

Central Zone**6 - 86**

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Vireo, Black-capped	<i>Vireo atricapilla</i>	oak-juniper woodlands with distinctive patchy, two-layered aspect; shrub and tree layer with open, grassy spaces; requires foliage reaching to ground level for nesting cover; return to same territory, or one nearby, year after year; deciduous and broad-leaved shrubs and trees provide insects for feeding; species composition less important than presence of adequate broad-leaved shrubs, foliage to ground level, and required structure; nesting season March-late summer	E	Texas	Bexar County
Warbler,	<i>Dendroica</i>	juniper-oak woodlands; dependent on Ashe juniper (also known as cedar) for long fine bark strips, only available from mature trees, used in nest construction; nests are placed in various trees other than Ashe			Bexar

Golden-cheeked	<i>chrysoparia</i>	juniper; only a few mature junipers or nearby cedar brakes can provide the necessary nest material; forage for insects in broad-leaved trees and shrubs; nesting late March-early summer	E	Texas	County
Wild-mercury, Hill Country	<i>Argythamnia aphoroides</i>	Texas endemic; mostly in bluestem-grama grasslands associated with plateau live oak woodlands on shallow to moderately deep clays and clay loams over limestone on rolling uplands, also in partial shade of oak-juniper woodlands in gravelly soils on rocky limestone slopes; flowering April-May with fruit persisting until midsummer		Texas	Bexar County
Windmill-grass, Texas	<i>Chloris texensis</i>	Texas endemic; sandy to sandy loam soils in relatively bare areas in coastal prairie grassland remnants, often on roadsides where regular mowing may mimic natural prairie fire regimes; flowering in fall		Texas	Nueces County
Wolf, Gray	<i>Canis lupus</i>	extirpated; formerly known throughout the western two-thirds of the state in forests, brushlands, or grasslands	E	Texas	Bexar County

T - Threatened
E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Bee County

Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Gonzales County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Karnes County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Bexar County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Nueces County

T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	De Witt County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Refugio County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested	E	Texas	Victoria County

		areas, as well as coastal prairies			
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	San Patricio County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Wilson County

T - Threatened

E - Endangered

Central Zone

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6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Woollywhite, Sandhill	<i>Hymenopappus carrizoanus</i>	Texas endemic; disturbed or open areas in grasslands and post oak woodlands on deep sands derived from the Carrizo Sand and similar Eocene formations; flowering April-June		Texas	Bexar County

T - Threatened

E - Endangered

Reference:

- Texas Parks & Wildlife Dept. - Annotated County Lists of Rare Species

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6.6 SENSITIVITY MAPS

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6.6 SENSITIVITY MAPS, CONTINUED

[Click here for 60001010 - Corpus Christi to San Antonio 16in., B-1](#)

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[Click here for 60001010 - Corpus Christi to San Antonio 16in., B-3](#)

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[Click here for 60001010 - Corpus Christi to San Antonio 16in., B-4](#)

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[Click here for 60001010 - Corpus Christi to San Antonio 16in., B-5](#)

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[Click here for 60002010 - Corpus Christi to Gonzales 18in., B-1](#)

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6.6 SENSITIVITY MAPS, CONTINUED

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6.6 SENSITIVITY MAPS, CONTINUED

[Click here for 60002010 - Corpus Christi to Gonzales 18in., B-5](#)

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[Click here for 60504010 - Pettus To Refugio 8in., B-1](#)

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[Click here for 60506010 - Refugio To Ingleside Terminal 12in, B-1](#)

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[Click here for 60509050 - Helena Gathering, 8in. B-1](#)

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[Click here for 60509051 - JOG Gathering, 6in. B-1](#)

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[Click here for 60509052 - Drees Gathering, 8in. B-1](#)

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[Click here for 60509100 - Gillett Gathering, 8in. B-1](#)

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[Click here for 60510020 - East White Point To North Meter Bank 12in., B-1](#)

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[Click here for 60601050 - Rosanky To Nixon 8in., B-1](#)

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6.6 SENSITIVITY MAPS, CONTINUED

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Guadalupe River	
Site 1	Boat Ramp
Victoria Barge Canal	
Site 1	South Bank
Site 2	North Bank
Site 3	VBC Pipeline Crossing
Site 4	Marina
Nueces Bay	
Site 1	Gum Hollow CR 72
Site 2	Gum Hollow County Road 79
Site 3	Whites Point Boat Ramp
Corpus Christi Bay	
Site 1	Exxon Mobil Ingleside Facility
Site 2	Ingleside Cove Boat Ramp
Site 3	KPL ROW
Site 4	MSRC

Site 5	<u>Welder Ranch Rd</u>
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6.8 TACTICAL MAPS

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[Click here for 60501010 - Nixon To Pettus, 8in. River Overview](#)

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[Click here for 60505020 - New Quintana to Refugio 8in. River Overview](#)

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[Click here for 60505020 - New Quintana to Refugio 8in. \(Mission River Detail\)](#)

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[Click here for 60509052 - Drees Gathering, 8in. River Overview](#)

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[Click here for 60601050 - Rosanky To Nixon, 8in. River Overview](#)

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6.9 TACTICAL PLANS

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[Click here for Guadalupe River - Site 1 - Boat Ramp](#)

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[Click here for Victoria Barge Canal - Site 1 - South Bank](#)

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[Click here for Corpus Christi Bay - Site 5 - Welder Ranch Rd](#)

Central Zone

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6.10 AREAS OF CONCERN



AREA NAME	COUNTY	LOCATION	GPS LOCATION / COMMENTS
Central Zone			
Southern Pacific Railroad	Bee	Corpus Christi to San Antonio, 16in.	28.2385473469, -97.6908702395
Southern Pacific Railroad	Bee	Pettus To Refugio, 8in.	28.4987237049, -97.6376052327
S 202	Bee	Corpus Christi to Gonzales, 18in.	28.3895010197, -97.5395240985
S 359	Bee	Corpus Christi to San Antonio, 16in.	28.2387917459, -97.6910336464
U 59	Bee	Corpus Christi to San Antonio, 16in.	28.3756667416, -97.7902942324
S 202	Bee	Pettus To Refugio, 8in.	28.3901119923, -97.4647326499
U 59	Bee	Pettus To Refugio, 8in.	28.4984803216, -97.6373625982
Aransas River	Bee	Corpus Christi to Gonzales, 18in.	28.2684514943, -97.5595060642
SP Railroad	Bexar	Corpus Christi to San Antonio, 16in.	29.4276653076, -98.3914691922
U 87	Bexar	Corpus Christi to San Antonio, 16in.	29.3808600426, -98.3178315783
I 410	Bexar	Corpus Christi to San Antonio, 16in.	29.4273557879, -98.3893750406
I 410	Bexar	Corpus Christi to San Antonio, 16in.	29.4271969708, -98.389142976
Guadalupe River	Calhoun	Placedo To Tivoli, 6in.	28.5808479283, -96.9235544286
UNKNOWN	DeWitt	Corpus Christi to Gonzales, 18in.	29.0225033029, -97.4506362615
Texas and New Orleans Railroad	DeWitt	Corpus Christi to Gonzales, 18in.	29.1853304581, -97.4428932588
U 87	DeWitt	Corpus Christi to Gonzales, 18in.	29.1503684768, -97.4435836424
S 72	DeWitt	Corpus Christi to Gonzales, 18in.	29.0182782353, -97.4488335192
UNKNOWN	Goliad	Corpus Christi to Gonzales, 18in.	28.5733730823, -97.4938765814
U 59	Goliad	Corpus Christi to Gonzales, 18in.	28.602447333, -97.4940394959
S 119	Goliad	Corpus Christi to Gonzales, 18in.	28.8784290295, -97.4698153483
S 239	Goliad	Corpus Christi to Gonzales, 18in.	28.6943317725, -97.4968711375
San Antonio River	Goliad	Corpus Christi to Gonzales, 18in.	28.6440120952, -97.5034267058
U 183	Gonzales	Corpus Christi to	29.4369005994, -

		Gonzales, 18in.	97.4199168738
UA 90	Gonzales	Corpus Christi to Gonzales, 18in.	29.501836386, - 97.3914983295
S 97	Gonzales	Corpus Christi to Gonzales, 18in.	29.5646377128, - 97.3930465296
I 10	Gonzales	Corpus Christi to Gonzales, 18in.	29.6625888067, - 97.3844589669
I 10	Gonzales	Corpus Christi to Gonzales, 18in.	29.6623188962, - 97.3844566339
Guadalupe River	Gonzales	Corpus Christi to Gonzales, 18in.	29.4601494499, - 97.4084799708
Southern Pacific Railroad	Karnes	Nixon To Pettus, 8in.	28.8295396788, - 97.7922839185
Southern Pacific Railroad	Karnes	Helena to Tomlinson, 16in.	28.8295484712, - 97.7922127361

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6.10 AREAS OF CONCERN

AREA NAME	COUNTY	LOCATION	GPS LOCATION / COMMENTS
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S 72	Karnes	Corpus Christi to San Antonio, 16in.	28.7121179494, - 97.9758195332
S 119	Karnes	Nixon To Pettus, 8in.	29.1335957417, - 97.7904703468
S 80	Karnes	Nixon To Pettus, 8in.	29.0891288676, - 97.787688285
S 239	Karnes	Nixon To Pettus, 8in.	28.7961733661, - 97.7879307882
S 72	Karnes	Nixon To Pettus, 8in.	28.826300317, - 97.7913101851
S 239	Karnes	Helena to Tomlinson, 16in.	28.7961379528, - 97.787846811
S 72	Karnes	Helena to Tomlinson, 16in.	28.8263450166, - 97.7911613423
S 119	Karnes	JOG Gathering	29.0970973622, - 97.6903389838
S 80	Karnes	JOG Gathering	29.1569871644, - 97.770797362
S 80	Karnes	JOG Gathering	28.9612354455, - 97.8237627495
San Antonio River	Karnes	Nixon To Pettus, 8in.	28.9172518816, - 97.800618325
San Antonio River	Karnes	Helena to Tomlinson, 16in.	28.9172430403, - 97.8005466265
San Antonio River	Karnes	Drees Gathering	28.9478787827, - 97.8820790877

Railroad	Nueces	Ingleside To Viola, 16in.	27.8401685612, - 97.5197935216
Railroad	Nueces	East White Point To North Meter Bank, 12in.	27.8451094699, - 97.5313713473
Railroad	Nueces	Corpus Christi to San Antonio, 16in.	27.8451259759, - 97.531414095
Nueces River	Nueces	Corpus Christi to Gonzales, 18in.	27.8595504974, - 97.5642073899
Nueces River	Nueces	Ingleside To Viola, 16in.	27.8455377715, - 97.5128344093
Nueces River	Nueces	East White Point To North Meter Bank, 12in.	27.8456990998, - 97.5130579135
Nueces River	Nueces	Corpus Christi to San Antonio, 16in.	27.8457647227, - 97.513160459
Missouri Pacific Railroad	Refugio	Pettus To Refugio, 8in.	28.2730512687, - 97.3026735341
S 239	Refugio	Tivoli, 6in. To Rlc, 12in.	28.4933304908, - 96.9949984452
U 77	Refugio	Pettus To Refugio, 8in.	28.273471072, - 97.3032814234
U 77	Refugio	Pettus To Refugio, 8in.	28.2733540686, - 97.3031106343
Mission River	Refugio	Tivoli, 6in. To Rlc, 12in.	28.1880520553, - 97.1962798923
Mission River	Refugio	New Quintana to Refugio 8in	28.2874278566, - 97.2764871627
Aransas River	Refugio	Refugio To Ingleside Terminal, 12in.	28.0902177992, - 97.2723512249
Railroad	San Patricio	Corpus Christi to Gonzales, 18in.	27.8855270447, - 97.5680749069
Railroad	San Patricio	Corpus Christi to Gonzales, 18in.	27.9627006206, - 97.5704567304
Southern Pacific Railroad	San Patricio	Corpus Christi to Gonzales, 18in.	28.1262732397, - 97.5718151931

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6.10 AREAS OF CONCERN

AREA NAME	COUNTY	LOCATION	GPS LOCATION / COMMENTS
Central Zone			
Railroad	San Patricio	Corpus Christi to San Antonio, 16in.	27.9969911227, - 97.540917956
Railroad	San Patricio	Mayo Jct. To Ingleside Terminal, 10in.	27.9015697727, - 97.3037484578
Railroad	San Patricio	Ingleside To Viola, 16in.	27.9015999283, - 97.3037284401
Railroad	San Patricio	Refugio To Ingleside	27.8885048681, -

		Terminal, 12in.	97.2262205967
U 181	San Patricio	Corpus Christi to Gonzales, 18in.	28.1258183098, - 97.5718266515
S 234	San Patricio	Corpus Christi to Gonzales, 18in.	27.9428534308, - 97.5714922016
U 77	San Patricio	Corpus Christi to Gonzales, 18in.	27.9630116605, - 97.5709624106
U 77	San Patricio	Corpus Christi to Gonzales, 18in.	27.9628492986, - 97.5706983844
S 234	San Patricio	Corpus Christi to San Antonio, 16in.	27.9408023469, - 97.5081951266
U 77	San Patricio	Corpus Christi to San Antonio, 16in.	27.9973069006, - 97.5413899343
U 77	San Patricio	Corpus Christi to San Antonio, 16in.	27.9971461707, - 97.5411506075
U 181	San Patricio	Mayo Jct. To Ingleside Terminal, 10in.	27.9019047022, - 97.3044726378
U 181	San Patricio	Mayo Jct. To Ingleside Terminal, 10in.	27.9020051912, - 97.304689914
U 181	San Patricio	Ingleside To Viola, 16in.	27.9019439227, - 97.3044455016
U 181	San Patricio	Ingleside To Viola, 16in.	27.9020485582, - 97.3046584254
S 35	San Patricio	Refugio To Ingleside Terminal, 12in.	27.9277012146, - 97.2306464879
S 361	San Patricio	Refugio To Ingleside Terminal, 12in.	27.8877150766, - 97.2266443413
Missouri Pacific Railroad	Victoria	Placedo To Tivoli, 6in.	28.6260244747, - 96.8768829813
S 185	Victoria	Placedo To Tivoli, 6in.	28.6262232154, - 96.8766769245
San Antonio River	Victoria	Placedo To Tivoli, 6in.	28.5019222101, - 96.9897298739
San Antonio River	Victoria	Placedo To Tivoli, 6in.	28.5019286879, - 96.9897459471
Southern Pacific Railroad	Wilson	Corpus Christi to San Antonio, 16in.	29.1993602766, - 98.2237027477
U 181	Wilson	Corpus Christi to San Antonio, 16in.	29.2168996859, - 98.2298340767
S 97	Wilson	Corpus Christi to San Antonio, 16in.	29.1033454833, - 98.1815264931
San Antonio River	Wilson	Corpus Christi to San Antonio, 16in.	29.1271310723, - 98.1915008791
US 181	San Patricio	Pettus to Midway, 20in.	28.00455, -97.44742
SR 234	San Patricio	Pettus to Midway, 20in.	27.9396, -97.44105
US 77	San Patricio	Pettus to Midway, 20in.	28.07571, -97.48259
US 77	San Patricio	Pettus to Midway, 20in.	28.07551, -97.48235
SR 202	Bee	Pettus to Midway, 20in.	28.37919, -97.67857

Central Zone**6 - 188**

6.10 AREAS OF CONCERN

AREA NAME	COUNTY	LOCATION	GPS LOCATION / COMMENTS
Central Zone			
US 59	Bee	Pettus to Midway, 20in.	28.44179, - 97.70972
Union Pacific Railroad Company	San Patricio	Pettus to Midway, 20in.	28.00417, - 97.44769
Union Pacific Railroad Company	San Patricio	Pettus to Midway, 20in.	28.0753, - 97.48209
Aransas River	Bee	Pettus to Midway, 20in.	28.28299, - 97.62032
S 80	Karnes	Gillett Gathering	29.155404, - 97.771618
CR 277	Karnes	Gillett Gathering	29.167254, - 97.738424
Mustang Creek	Karnes	Gillett Gathering	29.157165, - 97.756223
Unknown Creek	Karnes	Gillett Gathering	29.156332, - 97.760387
Unknown Creek	Karnes	Gillett Gathering	29.155380, - 97.765622

SECTION 7

Last revised: December 16, 2012

SUSTAINED RESPONSE ACTIONS

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SECTION 7
SUSTAINED RESPONSE ACTIONS, CONTINUED

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7.4.2 Waste Transfer

7.4.3 Waste Disposal

Figure 7.4-4 - Facility Specific Disposal Vendors

7.1.1 Response Equipment

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS	LOCATION AT FACILITY
Koch Pipeline Company (KPL) does not own or operate Oil Spill Response Equipment. KPL relies on OSRO's for emergency response equipment and personnel. See FRP Figure 7.1-1.						

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2**, **FIGURE A.1-4**, and **FIGURE A.1-5** of the Spill Response Plan.

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

* USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Miller Environmental Services, Inc. Corpus Christi, TX	Full Oil and Hazardous Materials response capabilities	1 hours
*TAS Environmental Services, LP (San Antonio) San Antonio, Texas	Full Oil and Hazardous Materials response capabilities	1 hours
*OMI Environmental Solutions (Houston) La Porte, TX	Full Oil Spill and Hazmat / Chemical Response Capability,	2 hours
*Anderson Pollution Control Victoria , Texas	Full Oil Spill and Hazmat / Chemical Response Capability, Respiratory Response, OQ Qualified	2 hours
*TAS Environmental Services, (Austin) Austin , TX	Full Oil and Hazardous Materials response capabilities	2 hours
*Garner Environmental Services, Inc. (Houston Operations) Deer Park, Texas	Full Oil and Hazardous Materials response capabilities	2 hours
*Eagle SWS, (San Antonio) Cibolo, TX	Full Oil and Hazardous Materials response capabilities	3 hours
*Anderson Pollution Control Houston , Texas	Full Oil Spill and Hazmat / Chemical Response Capability, Respiratory Response, OQ Qualified	3 hours
*TAS Environmental Services (Dallas) Dallas, TX	Full Oil and Hazardous Materials response capabilities	4 hours
*TAS Environmental Services, (Fort	Full Oil and Hazardous Materials	4 hours

Worth) Fort Worth, TX	response capabilities	
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7.1.2 Response Equipment Inspection and Maintenance

Response Equipment Inspection and Maintenance
Company response equipment is tested and inspected as noted below. The Operations Manager is responsible for ensuring that the following response equipment and testing procedures are implemented. These consist of:
Containment boom
During boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. In addition, end connectors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced.
Miscellaneous equipment
Other response equipment identified in this Plan will be inventoried and tested on a semiannual basis to ensure that the stated quantities are in inventory and in proper working order. The equipment inspections and records are retained for a period of five years. Exercise requirements are listed in APPENDIX A.1 . A Spill/Exercise Documentation form is in FIGURE A.1-4 . FIGURE A.1-5 provides a log for response equipment testing and deployment drills

7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers as well as contact information of other companies who can provide spill response services are provided in **FIGURE 3.1-6** or **FIGURE 3.1-7**.
- The Company has ensured by contract or formal agreements the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the Worst Case Discharge or the substantial threat of such discharge.
- Contractors deploy and inspect boom to meet PREP guidelines. Company requires that these exercises be completed annually.
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors and equipment lists of contractors without USCG classification.

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7.1.4 Command Post

In the event of a major spill or other emergency, both an off-site Emergency Operations Center (EOC) and a Command Post may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	
Positioned outside of the present and potential Hazard Zone.	<input type="checkbox"/>
Positioned away from the general activities such as traffic, noise, and confusion associated with an incident.	<input type="checkbox"/>
Have ability to provide security and to control access to the ICP as necessary.	<input type="checkbox"/>
Adequate space for size of staff.	<input type="checkbox"/>
24-hour accessibility.	<input type="checkbox"/>
Personal hygiene facilities.	<input type="checkbox"/>
Suitability of existing communications resources (phone/fax/radio).	<input type="checkbox"/>
Suitability of private conference and briefing rooms.	<input type="checkbox"/>
Location or building has capability to grow, as necessary.	<input type="checkbox"/>
Notify other parties of Command Post location; provide maps/driving directions.	<input type="checkbox"/>
Determine staging areas and incident base locations.	<input type="checkbox"/>
Identify future need to move or upgrade facilities.	<input type="checkbox"/>

Command Posts for this facility are located at:

Central Zone

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7.1.5 Staging Area

A Staging Area is a temporary location at an incident where personnel and equipment are kept while awaiting tactical assignments. Staging Areas should be located relatively close to the incident, yet located sufficiently away to provide a safe location for personnel and equipment to await assignments. In an emergency response, numerous staging areas may be required to support containment and cleanup operations.

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

- Accessibility to impacted areas.
- Proximity to secure parking, airports, docks, pier, or boat launches.
- Accessibility to large trucks and trailers which may be used to transfer equipment.
- Be in a large open area in order to provide storage for equipment and not interfere with equipment loading and offloading operations.
- Have different access routes for incoming and outgoing resources from the direct traffic of the incident response, whenever possible.

Central Zone

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7.1.5 Staging Area, Continued

- Be conducive for loading and offloading of personnel; consider having moorage available if vessels are required to aid the loading/offloading of personnel.
- Consider the need to incorporate specialty equipment such as ambulance, fire equipment, police cars, etc.

FIGURE 7.1-3 - STAGING AREA CHECKLIST

STAGING AREA CHECKLIST	
Positioned outside of the present and potential Hazard Zone.	<input type="checkbox"/>
Positioned away from the general activities such as traffic, noise, and confusion associated with an incident; whenever possible, identify different access routes.	<input type="checkbox"/>
Have ability to provide security and to control access to the staging area as necessary.	<input type="checkbox"/>
Adequate space for size, amount, and type of equipment being assigned to the area (e.g., boom trailers, skimmers, vacuum trucks, back hoes, frac tanks).	<input type="checkbox"/>
24-hour accessibility, but establish control and assist with check-in/check-out process for equipment and personnel arriving and leaving the Staging Area.	<input type="checkbox"/>
Personal hygiene facilities necessary and available.	<input type="checkbox"/>
Communication process established for calling for and returning equipment; prevent resources from freelancing or "doing their own thing".	<input type="checkbox"/>
Suitability of existing communications resources (phone/fax/radio).	<input type="checkbox"/>
Staging Area may need to provide a temporary means for fueling; ensure safety and environmental requirements are reviewed.	<input type="checkbox"/>
Notify Command Post of Staging Area location; provide maps/driving directions.	<input type="checkbox"/>
Provide area to form operational units, such as Task Forces or Strike Teams.	<input type="checkbox"/>
Designated areas to avoid confusion between incoming and outgoing equipment versus equipment ready for deployment.	<input type="checkbox"/>

Staging areas for this facility are located at:

Central Zone

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7.1.6 Communications Plan

Communications include:

- The "hardware" systems that transfer information.
- Planning for the use of all available communications frequencies and resources.
- The processes and procedures for transferring information.

Company communications for small incidents will be conducted via telephone lines, cellular telephones, PDA's, two way radios, e-mail, and fax machines.

Additional communications equipment (two way radios, VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and hard-line capability) may be purchased or leased from a communications company in the area. Use of communications equipment, whether purchased or leased, must comply with FCC requirements prior to operation. Communications with government agencies, state police, and contractors will be conducted via telephone lines or cellular phones. As deemed necessary, government agencies responding to an incident on-site will be incorporated into the communications plan. Refer to **FIGURE 7.1-4** for guidelines to setup communications.

The Communications Group Leader is responsible for ensuring that the Incident Command and emergency responders have reliable and effective means of communication by establishing processes and procedures for transferring information. Several communication networks may be considered depending upon the size and complexity of the incident. These may include:

- **Command Net** - Established to link supervisory personnel from Incident Commander down to and including Division and Group supervisors.
- **Tactical Nets** - Established in a variety of ways, e.g., by agency, department, geographical area, or function. Tactical nets may be established for each Branch, or for Divisions and Groups, depending upon hardware and frequency availability and specific incident needs.
- **Support Nets** - Established on larger incidents to handle logistics traffic and resource status changes.
- **Ground-to-Air** - Established to coordinate ground-to-air traffic.
- **Air-to-Air** - Assigned for coordination between aircraft assigned to an incident

This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

The Communications Plan (if necessary, written at the time of an incident) will identify system, network, channel, telephone numbers, radio frequencies, and assignments to the responders.

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FIGURE 7.1-4 - COMMUNICATIONS CHECKLIST

COMMUNICATIONS CHECKLIST	
Develop a Communications Plan; consider communication levels needed.	<input type="checkbox"/>
Phone lines available, consider lines per staff element - contact local provider.	<input type="checkbox"/>
Fax lines available, consider lines per group or unit requirements - contact local provider.	<input type="checkbox"/>
Cell phone coverage providing means to maintain communications.	<input type="checkbox"/>
Company and resource phone list available and being maintained.	
Recharging stations for cellular phones.	<input type="checkbox"/>
VHF radio communications: <ul style="list-style-type: none"> • Establish frequencies • Assign call signs • Distribute radios • Establish communications schedule 	<input type="checkbox"/>

Recharging stations for VHF radios.	<input type="checkbox"/>
Determine need for VHF repeaters.	<input type="checkbox"/>
Copy machine available.	<input type="checkbox"/>
Internet access available; necessary?	<input type="checkbox"/>
Responders have capability to communicate with aircraft.	<input type="checkbox"/>

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

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7.2 PUBLIC AFFAIRS

Company Spokesperson

The Incident Commander shall designate a company spokesperson at the scene and identify the spokesperson to Management and Public Affairs. Such person shall retain spokesperson's duties until relieved of those duties by the Incident Commander. The designated company spokesperson's duties shall include:

- Interaction with the company's Public Affairs Group about the incident and the progress of the Company's response;
- Interaction with the Incident Commander regarding requests for information from media and/or public;
- Interaction with media and/or public, including those who may be directly affected (through evacuation or otherwise) by the incident and/or the Company's response to the incident;
- Dissemination of truthful, complete, and appropriate information in response to requests and/or needs of media and/or public.

Unless designated by the Incident Commander, the Company spokesperson shall not be the principal contact between the company and responding or other appropriate governmental agencies.

The designated Company spokesperson shall have been trained on this section of the Integrated Contingency Plan and shall have received other training regarding the responsibilities of a Company spokesperson prior to his/her appointment as Company spokesperson. Any person who has not received such training shall not be qualified to serve as Company spokesperson.

The designated spokesperson shall notify appropriate personnel from the responding company, contractual responder, and necessary governmental agencies that he/she has been designated by the Incident Commander as the on-scene Company spokesperson and that as the designated spokesperson, he/she is the one and only spokesperson for the Company until advised otherwise. The spokesperson shall also advise responding company and contractual personnel that only the designated on-scene spokesperson should speak with the media and/or public.

Message Verification

Prior to providing any information regarding an incident to the media and/or public in any form, the Company spokesperson must clear the message both factually and contextually with the Incident Commander. If practical and feasible, the Company spokesperson should also consult with the Legal Department and Public Affairs prior to providing any information to the

media and/or public.

If consultation with Public Affairs is not feasible prior to the required release of information, then the Incident Commander and spokesperson shall use the approved media statement example listed below. **This statement is only to be used if a briefing with Legal and Public Affairs is not available.**

Media Statement

This statement is to be used only in the following situations:

- **By the on-scene Company spokesperson designated by the Incident Commander**
- **When Legal Department and Public Affairs consultation is unavailable**

Central Zone

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We had an event (*describe incident type/location*). At this time we're working to manage the (*release, fire, etc., OR it is under control*). While we are still checking in with all our employees and others in the area, we believe (*acknowledge whether there are injuries or not*). We have notified local officials, including (*identify responding agencies*) and they are (*offering help or assisting*) as needed. Along with these agencies, we are monitoring the situation closely and will advise of any needed actions (*or, describe advised actions, if any*). As I'm sure you can understand, I must now return to my duties here. We'll have updates as information becomes available through (*identify response spokesperson if known, internal or outside*). Thank you for your patience.

Interviews

The Company spokesperson should refrain from granting on-camera interviews, where practical. If the spokesperson must provide an on-camera interview without a representative of Public Affairs present, then the spokesperson should consult with the Company's Public Affairs Group in preparation for the interview.

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7.3 SITE SECURITY MEASURES

(b) (7)(F), (b) (3)

7.4 WASTE MANAGEMENT

The management of the wastes generated in cleanup and recovery activities must be conducted with the overall objectives of ensuring:

- Worker safety
- Waste minimization
- Minimization of environmental impacts
- Proper management of the recovered materials compliant with regulatory requirements

During the emergency phase of a response, it is important to quickly engage the company waste specialists (Environmental Specialist) or activate a Disposal Group to address potential waste issues.

Depending on the size and complexity of the response, the following action items may be conducted initially during a spill response:

- Development of a Site Safety and Health Plan (**SECTION 5.4**) addressing the proper PPE and waste handling procedures
- Development of a Disposal Plan (**SECTION 5.6**) in accordance with any federal, state, and/or local regulations. Facility-specific disposal locations for different types of materials are listed in **FIGURE 7.4-4**.

Potential waste management issues to consider:

- Type of waste being generated and collected
- Organization of waste collection, segregation, and storage
- Available storage to hold waste being generated
- Handling and storage requirements of recovered product
- Labeling and inspection of temporary storage areas and waste containers

- Continuous tracking of recoverable materials versus non-recoverable to better estimate amount of waste that could be generated over the short and long-term
- Review requirements for secondary containment for waste collection containers
- Regulatory review of applicable laws to ensure compliance and (if appropriate) provide agency notification or obtain permits associated with short and long term storage of generated waste
- Regulatory review of applicable laws to ensure compliance and (if appropriate) obtain permits associated with the transportation of generated waste
- Registered transportation resources along with approved treatment, storage, or disposal facilities
- Disposal of all waste in a safe and approved manner
- Documentation of all waste handling, testing, inspection, and disposal activities

Central Zone

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Activities associated with waste minimization during cleanup and recovery are:

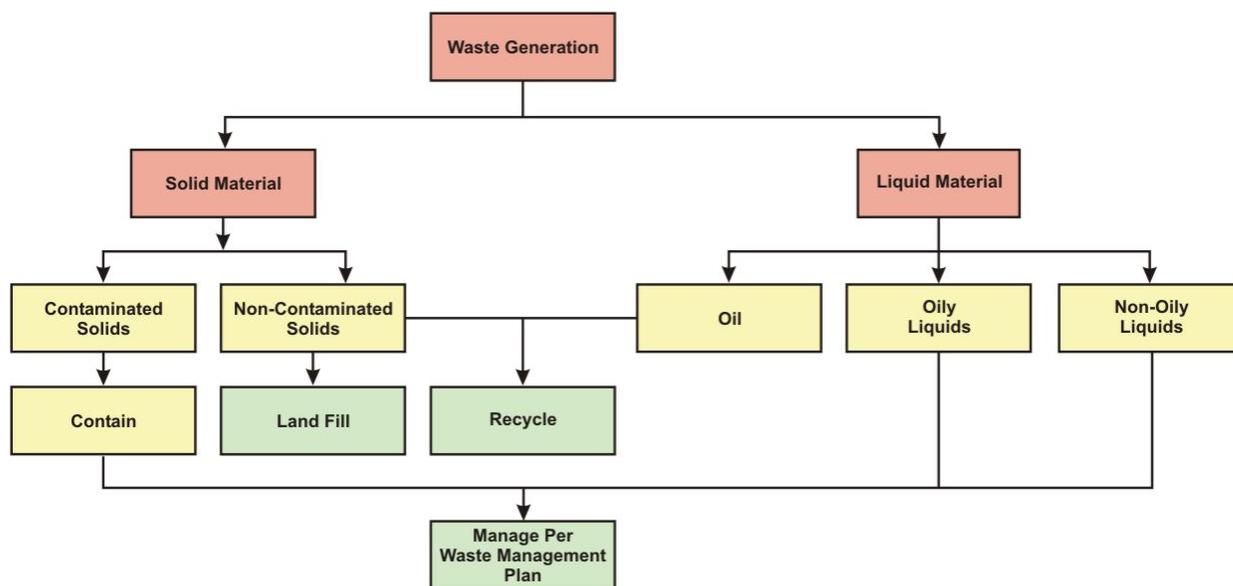
- Reusing materials when possible
- Recycling or reclaiming waste
- Segregating waste (hazardous versus non-hazardous or heavily impacted versus slightly impacted)
- Treating waste, in accordance with the regulations and permits, to reduce hazards or reducing amount of waste generated

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

- Storage
- Waste segregation
- Packaging
- Transportation

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

FIGURE 7.4-1 - WASTE MANAGEMENT FLOW CHART



Central Zone

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FIGURE 7.4-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

CONSIDERATION	
Has the appropriate waste manager been contacted?	<input type="checkbox"/>
Has each container been labeled?	<input type="checkbox"/>
Waste handling process implement are based on the material being recovered (e.g., whether a waste or reusable product)?	<input type="checkbox"/>
Has recovered material been containerized and secured?	<input type="checkbox"/>
Has each of the discrete waste streams been identified?	<input type="checkbox"/>
Has a representative sample of each waste stream requiring analysis been collected?	<input type="checkbox"/>
Has the sample been sent to a laboratory for the appropriate analysis, (i.e. hazardous waste determination)?	<input type="checkbox"/>
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	<input type="checkbox"/>
Has a temporary EPA identification number and generator number(s) been received, if they are not already registered with EPA?	<input type="checkbox"/>
Have the services of a registered hazardous waste transporter been contracted, if waste is hazardous?	<input type="checkbox"/>
The transporter(s) being used to transport hazardous or nonhazardous waste are properly registered as required by Federal, State, or Local requirements?	<input type="checkbox"/>
Local requirements?	<input type="checkbox"/>
Is the waste being taken to an approved disposal site?	<input type="checkbox"/>
Is the manifest/Bill of Lading properly Completed?	<input type="checkbox"/>

Consider if permits are required?

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7.4.1 Waste Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in [FIGURE 7.4-3](#). If storage containers such as drums are used, the container should be clearly marked and labeled to indicate the type of material or waste contained. All on-site accumulation or storage activities shall be conducted by permitted facilities in accordance with applicable state and EPA requirements.

Use of an off-site storage may depend on the approval of State and Local authorities. Consider the following elements affecting the choice of a potential storage site:

- Geology
- Soil
- Surface water
- Covered materials
- Climatic factor
- Emissions
- Odor concerns
- Access
- Ground water
- Flooding
- Slope
- Capacity
- Land use
- Security
- Public contact

FIGURE 7.4-3 - TEMPORARY STORAGE METHODS

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

Barge	X	X					3,000+ gal
Berm, 4 ft			X	X	X	X	1 yd ³
Bladders	X	X					25-1,500 gal

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7.4.2 Waste Transfer

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

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

There are two general classes of transfer systems that could be employed for effective oily waste transfer operations. The following is a brief description of some transfer systems:

Vacuum Systems

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

Wheeled Vehicles

Wheeled vehicles may be used to transfer liquid waste of oily debris to storage or disposal sites. These vehicles are readily available but have a limited rate (i.e., 100 bbls) and require good site access. All waste transfer activities shall be conducted by licensed transporter and carriers in accordance with applicable EPA and DOT requirements.

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7.4.3 Waste Disposal

Waste must be disposed of in accordance with Federal and State requirements. Each incident

should be reviewed carefully to ensure that appropriate disposal techniques are employed.

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

Recycling

Recycling involves processing discarded materials for another use.

Incineration

This technique entails the destruction of the recovered oil by high temperature thermal oxidation reactions. There are licensed incineration facilities as well as portable incinerators that may be brought to a spill site. Incineration may require the approval of the local Air Pollution Control Authority.

In Situ Burning/Open Burning

Burning techniques entail igniting oil or oiled debris allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by Federal, State, and Local laws.

As a general rule, in situ burning would be appropriate only when atmospheric conditions will allow the smoke to rise several hundred feet and rapidly dissipate. Smoke from burning oil will normally rise until its temperature drops to equal the ambient temperature. Afterwards, it will travel in a horizontal direction under the influence of prevailing winds.

Landfill Disposal

This technique entails burying the recovered oil in an approved landfill in accordance with regulatory procedures. Landfill disposal of free liquids is prohibited by Federal Law in the United States. All disposal activities shall be conducted by permitted disposal facilities in accordance with applicable state and EPA requirements.

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FIGURE 7.4-4 - FACILITY SPECIFIC DISPOSAL VENDORS

MATERIAL	DISPOSAL FACILITY	LOCATION
Recovered Product	KPL M260.010 Waste Management Program Manual outlines the processes for managing compliance requirements triggered by the generation of Waste at KPL Owned and / or Operated assets.	KPL M260.010 Waste Management Program Manual Section 6 Treatment, Storage, and Disposal Facility (TSDF) outlines the process for selecting and vetting TSDF's for KPL Owned and/or operated assets.
Contaminated Soil	Same as Recovered Product.	Same as Recovered Product.
Contaminated Equipment	Same as Recovered Product.	Same as Recovered Product.
		Same as Recovered

Personnel Protective Equipment	Same as Recovered Product.	Product.
Decontamination Solutions	Same as Recovered Product.	Same as Recovered Product.
Adsorbents and Spent Chemicals	Same as Recovered Product.	Same as Recovered Product.

SECTION 8

Last revised: February 2006

DEMOBILIZATION / POST-INCIDENT REVIEW

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8.1 Closure and Termination of the Response8.2 DemobilizationFigure 8.2-1 - Demobilization Checklist8.3 Post-Incident Review8.3.1 Final Spill Cleanup Report

8.1 CLOSURE AND TERMINATION OF THE RESPONSE

In these stages, the cleanup may have reached a level of resolve satisfactory to the ICS or UCS (Unified Incident Command comprising of Federal, State, and Local agencies). However, considering the size and complexity of the event, it is possible for the cleanup to reach closure, but termination may require follow-up actions.

Closure and termination issues to consider:

- The IMT (ICS / UCS) determine each area is clean before halting cleanup operations.
- Demobilization Plan, entering final stages prioritizing the removal of equipment and personnel.
- Equipment may need both maintenance and decontamination before being demobilized.
- Facilities (staging area, Command Post, etc.) are being shut down anticipating termination of operations.
- Determine what documentation should be maintained, where, and for how long.
- Safety Plans and safety equipment are being adjusted; heightened awareness is required as the event approaches closure and termination.
- If employed, utilize the IAP to document and demonstrate agreement between the ICS / UCS (RP and Agencies) and any conditions established for the closure or termination of the event.
- Document activities that will continue after the cleanup ends; examples include incident debriefing, bioremediation, NRDA studies, claims, and legal actions.
- Consider expressing gratitude to the community, police department, fire department, and emergency crews for their work during the response.

8.2 DEMOBILIZATION

Developing a Demobilization Plan may considerably improve the efficiency and effectiveness of the demobilization process (**SECTION 5.8**). A Demobilization Checklist is provided in **FIGURE 8.2-1**.

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

DEMOBILIZATION CHECKLIST	
Assign personnel to identify surplus resources and probable release times.	<input type="checkbox"/>
Work with Operational and Planning Group leaders to establish demobilization priorities.	<input type="checkbox"/>
Develop decontamination procedures.	<input type="checkbox"/>

Initiate equipment repair and maintenance.	<input type="checkbox"/>
Develop a Disposal Plan.	<input type="checkbox"/>
Identify shipping needs.	<input type="checkbox"/>
Identify personnel travel needs.	<input type="checkbox"/>
Develop impact assessment and statements.	<input type="checkbox"/>
Obtain concurrence of Planning and Operations Group Leaders before release of personnel or equipment.	<input type="checkbox"/>

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8.3 POST-INCIDENT REVIEW

A Post-Incident review will be conducted for significant Incidents. The review shall be scaled to fit the seriousness and complexity of the incident and conducted in a timely manner. The purpose of the review is to thoroughly and objectively examine the incident based on the known facts and to determine a potential root cause using a systematic process to identify the cause of the incident.

The review must be conducted with the overall objectives of ensuring:

- Information Collection
- Team review, scaled to the complexity of the event
- Root Cause Analysis, (one member of the team must be knowledgeable in RCA methods)
- Identified and assigned action items
- Analysis and corrective action acceptance

Based on the size, seriousness, and complexity of the event, the Post-Incident Review may include or schedule a separate review to evaluate the Company's ability to:

- Follow notification procedures
- Employ staff mobilization procedures
- Operate within the response management system described in the Plan
- Follow response methods described in the Plan
- Contact and effectively utilize response equipment or contractors listed in the Plan
- Document the response actions taken

The purpose of the review is to review the efficiency and effectiveness of the response as well as identify actual or potential deficiencies in the Plan (**FIGURE A.1-4**). Appropriate changes to programs, procedures, and operations will be made based on the results of the review.

The Compliance Manager or designee is responsible for reviewing and incorporating post-drill evaluation improvements into the Plan when these improvements materially affect the Plan.

In the event of a PHMSA reportable incident, complete the Post-Accident Review Form (KPL0120).

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8.3.1 Final Spill Cleanup Report

A final incident report may be prepared by the Incident Commander or designee after completion of spill cleanup activities for internal use. The report may be written in the narrative form, captured by a company form, and/or stored in a company database. It may include PREP documentation (**APPENDIX A.1**) or other agency documents, plus other information as listed below (as appropriate):

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

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A. TRAINING / EXERCISES**B. CONTRACTOR RESPONSE EQUIPMENT****C. HAZARD EVALUATION AND RISK ANALYSIS****D. CROSS-REFERENCES****E. ACRONYMS AND DEFINITIONS****F. ADDITIONAL INFORMATION****APPENDICES**

APPENDIX A
TRAINING / EXERCISES

Last revised: May 10, 2013

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A.1 Exercise Requirements and Schedules

Figure A.1-1 - Exercise Requirements

Figure A.1-2 - PREP Response Plan Core Components

Figure A.1-3 - Qualified Individual Notification Exercise

Figure A.1-4 - Spill / Exercise Documentation Form

Figure A.1-5 - Equipment Testing and Deployment Exercise Form

Figure A.1-6 - Incident Management Team Staffing Exercise Form

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

A.1 EXERCISE REQUIREMENTS AND SCHEDULES

The Company participates in the National Preparedness for Response Exercise Program (PREP). **FIGURE A.1-1** provides a description of the various required PREP Exercise requirements (not all exercises are necessarily required for each facility).

As prescribed in PREP, the company will test their response plan in its entirety every three years. As allowed by PREP, the company has identified individual plan components (**FIGURE A.1-2**) to be exercised in portions within the triennial cycle rather than conducting one major exercise every three years. The components (**FIGURE A.1-2**) correspond with PREP “Exercise” objectives to ensure the plan is adequate to respond to a spill event.

During each triennial cycle, components of the Plan (**FIGURE A.1-2**) are to be exercised at least once. Responding to actual event can be credited for an exercise.

The Compliance Manager or designee is responsible for the following aspects:

- Scheduling
 - Maintaining records
 - Implementing
 - Evaluation of the Company's training and exercise program
 - Post-drill evaluation improvements
- **FIGURE A.1-3** provides a documentation form which may be used for a Qualified Individual Notification exercise. **FIGURE A.1-4** provides a Spill/Exercise Documentation form. **FIGURE A.1-5** provides an Equipment Testing and Deployment Exercise documentation form. **FIGURE A.1-6** provides an Incident Management Team Staffing Exercise documentation form. Please note, other comparable company forms may be used instead of these specific forms.

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FIGURE A.1-1 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI Notification	<ul style="list-style-type: none"> • Conducted quarterly (one per year must be performed during non-business hours) • The facility initiates mock spill notification to QI • The Qualified Individual documents time/date of notification, name, and phone number of individual contacted • Document using FIGURE A.1-3 or comparable form
Emergency Procedures	<ul style="list-style-type: none"> • Optional exercise for EPA regulated facilities • Review of facility procedures established to mitigate or prevent any discharge or substantial threat of a discharge from operational activities • An emergency procedures conducted unannounced would satisfy the facilities requirement for the annual unannounced

Spill Management Teams / Table Top Exercise

IMT (Incident Management Team)	<ul style="list-style-type: none"> • Conducted annually • Tests IMT's (SMT) response activities/responsibilities • Documents Plan's effectiveness • Must exercise worst case discharge scenario once every three years • Must test all Plan components at least once every three years • Document using FIGURE A.1-4 or comparable form
Corporate Incident Management Team (If Applicable)	<ul style="list-style-type: none"> • Conducted annually • Conduct one IMT (spill management exercise or table top) on the core response management procedures • Ensure familiarization with each response plan they are responsible for • Document using FIGURE A.1-4 or comparable form
Mutual aid SMT (If Applicable)	<ul style="list-style-type: none"> • Conducted annually • Conduct one IMT (spill management exercise or table top) on the plan holder (or industry type) response management procedures • One or more of the plan holder organization must participate • Ensure familiarization with each response plan they are responsible for • Document using FIGURE A.1-4 or comparable form

Equipment Deployment Exercise:

Note: Where OSRO and Company owned equipment are cited, both type of equipment exercises are incorporated.

Company Owned	<ul style="list-style-type: none"> • Facilities with company owned and operated equipment: <ul style="list-style-type: none"> • Semi-annually deploy the: <ul style="list-style-type: none"> • Minimum amount of equipment for deployment as described in PREP (1,000 ft of each tye of boom and one each type of skimming system), or • Amount of Equipment necessary to respond to an average most probable at the facility, which ever is less • Pipelines with operator owned and operated equipment: <ul style="list-style-type: none"> • Annually deploy the: <ul style="list-style-type: none"> • Minimum amount of equipment for deployment as described in PREP (1,000 ft of each tye of boom and one each type of skimming system), or • Amount of Equipment necessary to respond to an average most probable at the facility, which ever is less • Document using FIGURE A.1-5 or comparable form
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FIGURE A.1-1 - EXERCISE REQUIREMENTS, CONTINUED

EXERCISE TYPE	EXERCISE CHARACTERISTICS
OSRO Owned (Oil Spill Removal Organization)	<ul style="list-style-type: none"> • Annually for facilities and pipelines, <ul style="list-style-type: none"> • Company to acquire documentation from the OSRO demonstrating the completion of exercise requirements
Co-op	<ul style="list-style-type: none"> • OSRO based Co-ops to follow OSRO deployment requirements • Facility equipment and personnel Co-op considered an OSRO in PREP and follow the OSRO deployment requirements for facilities • Co-op personnel responsible for deploying response equipment to be involved in a training program that prepares tem for operating the response equipment
Unannounced (Internal)	<ul style="list-style-type: none"> • Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, • If selected, company may take credit for participation in government initiated unannounced drill in lieu of drill required by PREP guidelines • Plan holders who have participated in a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise • Document using FIGURE A.1-4 or comparable form
Area	<ul style="list-style-type: none"> • An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years
OTHER EXERCISE CONSIDERATIONS	
Drill Program Evaluation Procedures	<ul style="list-style-type: none"> • Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later
Credit for Spill Response	<ul style="list-style-type: none"> • Credit may be taken for internal exercises in response to actual spills • Spill response must be evaluated • Determination for credit made on which exercise were completed during the spill response. • Determination should be based on whether the response would meet the objectives of the exercise listed in PREP • Credit for Unannounced should be evaluated • Document in accordance with appropriate Exercise documentation form

Records of Drills	<ul style="list-style-type: none"> • Company will maintain exercise records for five years following completion of each exercise • Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.)
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FIGURE A.1-2 - PREP RESPONSE PLAN CORE COMPONENTS

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan: <ul style="list-style-type: none"> • Unified Command • Response management system 	<p>Demonstrate the ability of the spill response organization to work within a unified command.</p> <p>Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.</p>
4. Discharge control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.
6. Containment	Demonstrate the ability of the spill response organization to contain the discharge at the source or in various locations for recovery operations.
7. Recovery	Demonstrate the ability of the spill response organization to recover the discharged product.
8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
9. Disposal	Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.

10. Communications	Demonstrate the ability to establish an effective communications system for the spill response organization.
11. Transportation	Demonstrate the ability to establish multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary support of all personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish and effective procurement system.
15. Documentation	Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken.

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FIGURE A.1-3 - QUALIFIED INDIVIDUAL NOTIFICATION EXERCISE

1. Date(s) QI Exercise performed:			
2. Exercise Name:			
<input type="checkbox"/> QI Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Spill			
Exercised frequency:			
<input type="checkbox"/> Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th			
3. Description of Notification Exercise / Event:			
a. Location (Facility, Pipeline, Zones):			
b. Time initiated:			
c. Time ended:			
d. Notification Procedure:			
4. Notification results:			
Person performing exercise:		Method of contact: Telephone, Pager, Radio, other	
Qualified Individual Name	Time Notified	Time Responded	Method of Contact

5. Exercise objective met (contacted made between the facility and qualified individual(s))? <u>Yes</u> <u>No</u> <u>If no, Lessons learned must be completed.</u>			
6. Lessons learned description and persons responsible for follow-up:			
Description of Lessons Learned	Responsible corrective measures	Time Table for corrective measures	
Print Name:		Signature:	
Position:			

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FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM

1. Date(s) performed:	
2. Exercise Name:	
Type of Exercise	<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Spill
Exercise, credit for:	
<input type="checkbox"/> Emergency Procedures	<input type="checkbox"/> Spill Management Team <input type="checkbox"/> Tabletop
Exercise, frequency:	
<input type="checkbox"/> Quarter	(<input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th) <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
Response plan discharge scenario used:	
<input type="checkbox"/> Average most probable	

Maximum most probable Worst case

3. Description of Exercise / Event:

a. Location:

b. Time initiated:

c. Time ended:

d. Product:

e. How discovered:

f. Quantity released :

g. Affected area(s):

h. Injuries or Hazards:

i. Weather:

4. **Plan Objectives** exercised (may be exercised at different times):

a. Spill Management Team's Knowledge of Oil-Spill Response Plan

Yes

No

General Order of Response described in the Plan:

• Discovery and Assessment (Spill Detection) Phase

• Detection methods identified

• Emergency Type (Event "Class") identified

• Spill assessment (classifying discharge size & course of action) identified

Security and Response Phases

• Initial Response

• General site assessment, detail to safety, environment, & public

• Elimination of ignition sources

• Isolation / Confirmation Source was stopped

• Establish Incident Command / field command post (ICS Structure)

• Briefing Meeting, (incident description, objectives, resources needed)

• Develop Site Safety Plan (including evacuations of necessary)

• Established Work Zones and Perimeter Security

• Initial Incident reports completed (company forms or others e.g. ICS 201)	<input type="checkbox"/>	<input type="checkbox"/>
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FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

4. Plan Objectives exercised (may be exercised at different times), Continued:		
a. Spill Management Team's Knowledge of Oil-Spill Response Plan, Continued		
	Yes	No
• Sustained Response	<input type="checkbox"/>	<input type="checkbox"/>
• Objectives and priorities established with responsibilities assigned	<input type="checkbox"/>	<input type="checkbox"/>
• ICS Center established; transitioned from initial response activities	<input type="checkbox"/>	<input type="checkbox"/>
• IAP – Incident Action Plan, (Short and Long Range tactical objectives)	<input type="checkbox"/>	<input type="checkbox"/>
• Identify / provide clean-up and support resources and services	<input type="checkbox"/>	<input type="checkbox"/>
• Monitor cost; provide accounting, procurement, time recording	<input type="checkbox"/>	<input type="checkbox"/>
• Documentation of event to be recorded and / or maintained	<input type="checkbox"/>	<input type="checkbox"/>
• Coordinate Federal State and Local entities into ICS/ UCS units	<input type="checkbox"/>	<input type="checkbox"/>
• Containment and response methods established	<input type="checkbox"/>	<input type="checkbox"/>
• Closure / Termination Phases	<input type="checkbox"/>	<input type="checkbox"/>
• Closure plan / checklist to finalize ongoing clean-up and removal activities	<input type="checkbox"/>	<input type="checkbox"/>
• Demobilization plan for demobilizing resources	<input type="checkbox"/>	<input type="checkbox"/>
• Develop IAP (Incident Action Plan) for any follow-up actions	<input type="checkbox"/>	<input type="checkbox"/>
• Conduct a post incident review & document (e.g. post incident review form)	<input type="checkbox"/>	<input type="checkbox"/>
b. Proper Notification:	<input type="checkbox"/>	<input type="checkbox"/>
• Internal notifications completed (attach any available logs)	<input type="checkbox"/>	<input type="checkbox"/>

<ul style="list-style-type: none"> • Qualified Individual contacted and responded (attached OI Drill form) 	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • External (Agency) Notifications completed (attach any available logs) <ul style="list-style-type: none"> ▪ Federal Agencies (e.g. NRC, USCG, DOT) <ul style="list-style-type: none"> ▪ Agency _____ Date / Time _____, NRC #: _____, ▪ Agency _____ Date / Time _____, NRC #: _____, ▪ State (e.g. Texas General Land Office / Report Number) <ul style="list-style-type: none"> ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Local (e.g. LEPC, Sheriff, 911) <ul style="list-style-type: none"> ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, ▪ Agency _____ Date / Time _____, Report #: _____, 	<input type="checkbox"/>	<input type="checkbox"/>
c. <u>Communication systems:</u>	<input type="checkbox"/>	<input type="checkbox"/>
Establish Primary/Secondary Communication System?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary: (Cellular Phone <input type="checkbox"/> Two Way Radio <input type="checkbox"/> Land Telephone Line <input type="checkbox"/>) <input type="checkbox"/> Secondary: (Cellular Phone <input type="checkbox"/> Two Way Radio <input type="checkbox"/> Land Telephoen Line <input type="checkbox"/>) <input type="checkbox"/> Other:		

FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

d. <u>Ability to Access Contracted Oil Spill Removal Organizations (OSROs):</u>	<input type="checkbox"/>	<input type="checkbox"/>
Were OSRO identified and contacted?	<input type="checkbox"/>	<input type="checkbox"/>
Who contacted (Name of individual at OSRO):		
When contacted:		
Response time projection for deployment:		

Type and amount of equipment requested:		
e. <u>Ability to Coordinate Response with On-Scene Coordinator, and applicable Agencies:</u>	<input type="checkbox"/>	<input type="checkbox"/>
Was regulatory on-scene coordinator(s) contacted?	<input type="checkbox"/>	<input type="checkbox"/>
List person and agency represented:		
f. <u>Ability to Access Sensitive Site & Resource Information in the Area Contingency Plan:</u>	<input type="checkbox"/>	<input type="checkbox"/>
Was Area Contingency Plan available in the exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Were environmental sensitive environments identified in the ACP?	<input type="checkbox"/>	<input type="checkbox"/>
Was spill response equipment identified in the ACP?	<input type="checkbox"/>	<input type="checkbox"/>
Identify which of the 15 core components of your response plan were exercised:		
Organizational Design components:		
<input type="checkbox"/> Notifications <input type="checkbox"/> Staff Mobilization		
<input type="checkbox"/> Ability to operate within the response management system described in the plan		
Operational Response components:		
<input type="checkbox"/> Discharge control <input type="checkbox"/> Assessment of discharge		
<input type="checkbox"/> Containment of the discharge <input type="checkbox"/> Recovery of spilled material		
<input type="checkbox"/> Protection of sensitive areas <input type="checkbox"/> Disposal of recovered material and contaminated debris		
Response support components:		
<input type="checkbox"/> Communications <input type="checkbox"/> Transportation		
<input type="checkbox"/> Personnel support <input type="checkbox"/> Equipment maintenance		
<input type="checkbox"/> Procurement <input type="checkbox"/> Documentation		
5. Lessons learned description and persons responsible for follow-up:		
Description of Lessons Learned	Responsible corrective measures	Time Table for corrective measures

Print Name:	Signature:
Position:	

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FIGURE A.1-5 - EQUIPMENT TESTING AND DEPLOYMENT EXERCISE FORM

1. Date(s) performed:
2. Exercise Name:
Type of Equipment Deployment Exercise:
<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Spill

EQUIPMENT DEPLOYMENT EXERCISE

Equipment deployed is	<input type="checkbox"/> Company owned	<input type="checkbox"/> OSRO owned	<input type="checkbox"/> Both
Deployment of equipment was	<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Spill		
If facility - owned, was Equipment deployed sufficient for average most probable release?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> na
If OSRO - owned, was Equipment deployed a representative sample (at least 1000 ft boom and at least on type of skimmer)?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> na
Was equipment deployed in its intended operating environment?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> na
Are facility personnel responsible for response operations involved in a comprehensive training program?	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> na
Is facility response equipment involved in a comprehensive maintenance program	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> na
Date of equipment deployment:			

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies listed for equipment deployed (as listed in ACP or responders plan)	
Was all deployed equipment operational? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was all deployed equipment operational? (If no, explain)	
OSRO Certification (if applicable)	

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FIGURE A.1-5 - EQUIPMENT TESTING AND DEPLOYMENT EXERCISE FORM,
CONTINUED

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was all deployed equipment operational? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was all deployed equipment operational? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	

Training for casual laborers or volunteers	<ul style="list-style-type: none"> Company will not use casual laborers/volunteers for operations requiring HAZWOPER training
Wildlife	<ul style="list-style-type: none"> Only appropriately trained and approved wildlife handlers, as found in the specialized support services section of this Plan, will be used to treat oiled wildlife
Training documentation and record maintenance	<ul style="list-style-type: none"> Training records will be maintained in accordance with the Company Records Retention Schedule.
Facility Personnel	<ul style="list-style-type: none"> Are trained to enable them to respond effectively to hazardous waste emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems.

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FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	FACILITY PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located	X	X	X
Notification procedures and requirements for facility owners or operators; internal response organizations; federal and state agencies; and contracted oil spill removal organizations (OSROs) and the information required for those organizations	X	X	X
Communication system used for the notifications	X	X	X
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures	X	X	X
Procedures the facility personnel may use to mitigate or prevent any discharge or a substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	X		
Facility personnel responsibilities and procedures for use of facility equipment	X	X	X

which may be available to mitigate or prevent an oil discharge			
Operational capabilities of the contracted OSRO's to respond small, medium, and large discharges	X	X	X
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization	X	X	X
The organization structure that will be used to manage the response actions including: <ul style="list-style-type: none"> • Command and control • Public information • Safety • Liaison with government agencies • Spill response operations • Planning • Logistics support • Finance 	X	X	X
The responsibilities and duties of each Incident Management Team (IMT) within the organization structure	X	X	
The drill and exercise program to meet federal and state regulations as required under Oil Pollution Act of 1990 (OPA 90)	X	X	X
The role of the QI in the post discharge review of the Plan to evaluate and validate its effectiveness	X		
The Area Contingency Plan (ACP) for the area in which the facility is located	X	X	X
The National Contingency Plan (NCP)	X	X	X
Roles and responsibilities of federal and state agencies in pollution response	X	X	X

Central Zone**A - 15****FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX, CONTINUED**

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	FACILITY PERSONNEL
Available response resources identified in the Plan	X	X	
Contracting and ordering procedures to	X	X	

acquire OSRO resources identified in the Plan			
OSHA requirements for worker health and safety (29 CFR 1910.120)	X	X	X
Incident Command System/Unified Command System	X	X	
Public affairs	X	X	
Crisis management	X	X	
Procedures for obtaining approval for dispersant use or insitu burning of the spill	X		
Oil spill trajectory analyses	X		
Sensitive biological areas	X	X	
This training procedure as described in the Plan for members of the IMT		X	
Procedures for the post discharge review of the plan to evaluate and validate its effectiveness		X	
Basic information on spill operations and oil spill clean-up technology including: <ul style="list-style-type: none"> • Oil containment • Oil recovery methods and devices • Equipment limitations and uses • Shoreline cleanup and protection • Spill trajectory analysis • Use of dispersants, insitu burning, bioremediation • Waste storage and disposal considerations 		X	
Hazard recognition and evaluation		X	
Site safety and security procedures		X	
Personnel management, as applicable to designated job responsibilities		X	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		X	X
Specific procedures to shut down effected operations			X
Procedures to follow in the event of discharge, potential discharge, or emergency involving the following equipment or scenarios: <ul style="list-style-type: none"> • Tank overfill • Tank rupture • Piping or pipeline rupture 			X

<ul style="list-style-type: none">• Piping or pipeline leak, both under pressure or not under pressure, if applicable• Explosion or fire• Equipment failure• Failure of secondary containment system			
QI's name and how to contact him or her			x

APPENDIX B

Last revised: July 18, 2012

COOPERATIVE AND CONTRACTOR DOCUMENTS

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B.1 Cooperatives and ContractorsB.1.1 OSRO ClassificationFigure B.1-1 - Evidence of ContractsFigure B.1-2 - Equipment ListsFigure B.1-3 - Drill Deployment Exercises

Central Zone**B - 2****B.1 COOPERATIVES AND CONTRACTORS**

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

B.1.1 OSRO Classification

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

The following is a listing of the USCG classified OSROs that may respond to incidents for areas listed in this Plan.

COMPANY / CONTRACTOR	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME	
			Facilities			Vessels					
			MM	W1	W2	W3	MM	W1	W2	W3	
Miller Environmental Services, Inc. 600 Flato Road Corpus Christi TX 78405	CORPUS CHRISTI	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	1 hours
		Inland			✓	✓	✓	✓	✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									
TAS Environmental Services, LP (San Antonio) 14350 Lookout Road San Antonio Texas 78233	HOUSTON-GALVESTON	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	1 hours
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									
Anderson Pollution Control 949 Industrial Park Drive Victoria Texas 77905	Houston / Galveston	River/Canal	✓	✓	✓		✓	✓	✓		2 hours
		Inland	✓				✓				
		Open Ocean									
		Offshore									
		Nearshore									

		Great Lakes									
Garner Environmental Services, Inc. (Houston Operations) 1717 West 13th Street Deer Park Texas 77536	Houston / Galveston		Facilities			Vessels				2 hours	
			MM	W1	W2	W3	MM	W1	W2		W3
		River/Canal	✓	✓	✓	✓	✓	✓	✓		✓
		Inland	✓	✓	✓	✓	✓	✓	✓		✓
		Open Ocean									
		Offshore									
		Nearshore									
Great Lakes											

Central Zone B - 3

COMPANY / CONTRACTOR	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME	
OMI Environmental Solutions (Houston) 2308 W. Fairmount Parkway La Porte TX 77571	Houston - Galveston		Facilities			Vessels				2 hours	
			MM	W1	W2	W3	MM	W1	W2		W3
		River/Canal	✓	✓	✓	✓	✓	✓	✓		✓
		Inland	✓	✓	✓	✓	✓	✓	✓		✓
		Open Ocean									
		Offshore									
		Nearshore									
Great Lakes											
TAS Environmental Services, (Austin) 13720 Immanuel Road Austin TX 78660	HOUSTON-GALVESTON		Facilities			Vessels				2 hours	
			MM	W1	W2	W3	MM	W1	W2		W3
		River/Canal	✓	✓	✓	✓	✓	✓	✓		✓
		Inland	✓	✓	✓	✓	✓	✓	✓		✓
		Open Ocean			✓				✓		
		Offshore			✓				✓		
		Nearshore			✓				✓		
Great Lakes											
Anderson Pollution Control 2407 Albright Dr. Houston Texas 77017	Houston / Galveston		Facilities			Vessels				3 hours	
			MM	W1	W2	W3	MM	W1	W2		W3
		River/Canal	✓	✓	✓		✓	✓	✓		
		Inland	✓				✓				
		Open Ocean									
		Offshore									
		Nearshore									
Great											

Eagle SWS, (San Antonio) 414 FM 1103 Cibolo TX 78108	CORPUS CHRISTI	Lakes									3 hours
			Facilities				Vessels				
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓		✓	✓	✓		✓	✓	
		Open Ocean									
		Offshore									
		Nearshore									
		Great Lakes									

Central Zone B - 4

COMPANY / CONTRACTOR	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME	
TAS Environmental Services (Dallas) 17714 Bannister Street, Suite 4 Dallas TX 75252	HOUSTON-GALVESTON		Facilities				Vessels				4 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean			✓				✓		
		Offshore			✓				✓		
		Nearshore			✓				✓		
		Great Lakes									
TAS Environmental Services, (Fort Worth) 3929 E. California Parkway Fort Worth TX 76119	HOUSTON-GALVESTON		Facilities				Vessels				4 hours
			MM	W1	W2	W3	MM	W1	W2	W3	
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓	
		Open Ocean			✓				✓		
		Offshore			✓				✓		
		Nearshore			✓				✓		
		Great Lakes									

Central Zone B - 5

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

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

FIGURE B.1-1 provides evidence of contracts with OSROs and equipment lists for contractors

without USCG classification.

Central Zone

B - 6

FIGURE B.1-1 - EVIDENCE OF CONTRACTS

- Miller Environmental Services, Inc., Corpus Christi, TX
- TAS Environmental Services, LP (San Antonio), San Antonio, Texas
- Anderson Pollution Control, Victoria , Texas
- Garner Environmental Services, Inc. (Houston Operations), Deer Park, Texas
- OMI Environmental Solutions (Houston), La Porte, TX
- TAS Environmental Services, (Austin), Austin , TX
- Anderson Pollution Control, Houston , Texas
- Eagle SWS, (San Antonio), Cibolo, TX
- TAS Environmental Services (Dallas), Dallas, TX
- TAS Environmental Services, (Fort Worth), Fort Worth, TX

Central Zone

B - 7

FIGURE B.1-2 - EQUIPMENT LISTS

- Miller Environmental Services, Inc., Corpus Christi, TX

- **TAS Environmental Services, LP (San Antonio), San Antonio, Texas**
- **Anderson Pollution Control, Victoria , Texas**
- **Garner Environmental Services, Inc. (Houston Operations), Deer Park, Texas**
- **OMI Environmental Solutions (Houston), La Porte, TX**
- **TAS Environmental Services, (Austin), Austin , TX**
- **Anderson Pollution Control, Houston , Texas**
- **Eagle SWS, (San Antonio), Cibolo, TX**
- **TAS Environmental Services (Dallas), Dallas, TX**
- **TAS Environmental Services, (Fort Worth), Fort Worth, TX**

FIGURE B.1-3 - DRILL DEPLOYMENT EXERICSES

- **Miller Environmental Services, Inc., Corpus Christi, TX**
- **TAS Environmental Services, LP (San Antonio), San Antonio, Texas**
- **Anderson Pollution Control, Victoria , Texas**
- **Garner Environmental Services, Inc. (Houston Operations), Deer Park, Texas**
- **OMI Environmental Solutions (Houston), La Porte, TX**

- **TAS Environmental Services, (Austin), Austin , TX**
- **Anderson Pollution Control, Houston , Texas**
- **Eagle SWS, (San Antonio), Cibolo, TX**
- **TAS Environmental Services (Dallas), Dallas, TX**
- **TAS Environmental Services, (Fort Worth), Fort Worth, TX**

APPENDIX C

Last revised: August 21, 2013

HAZARD EVALUATION AND RISK ANALYSIS

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

C.1 SPILL DETECTION

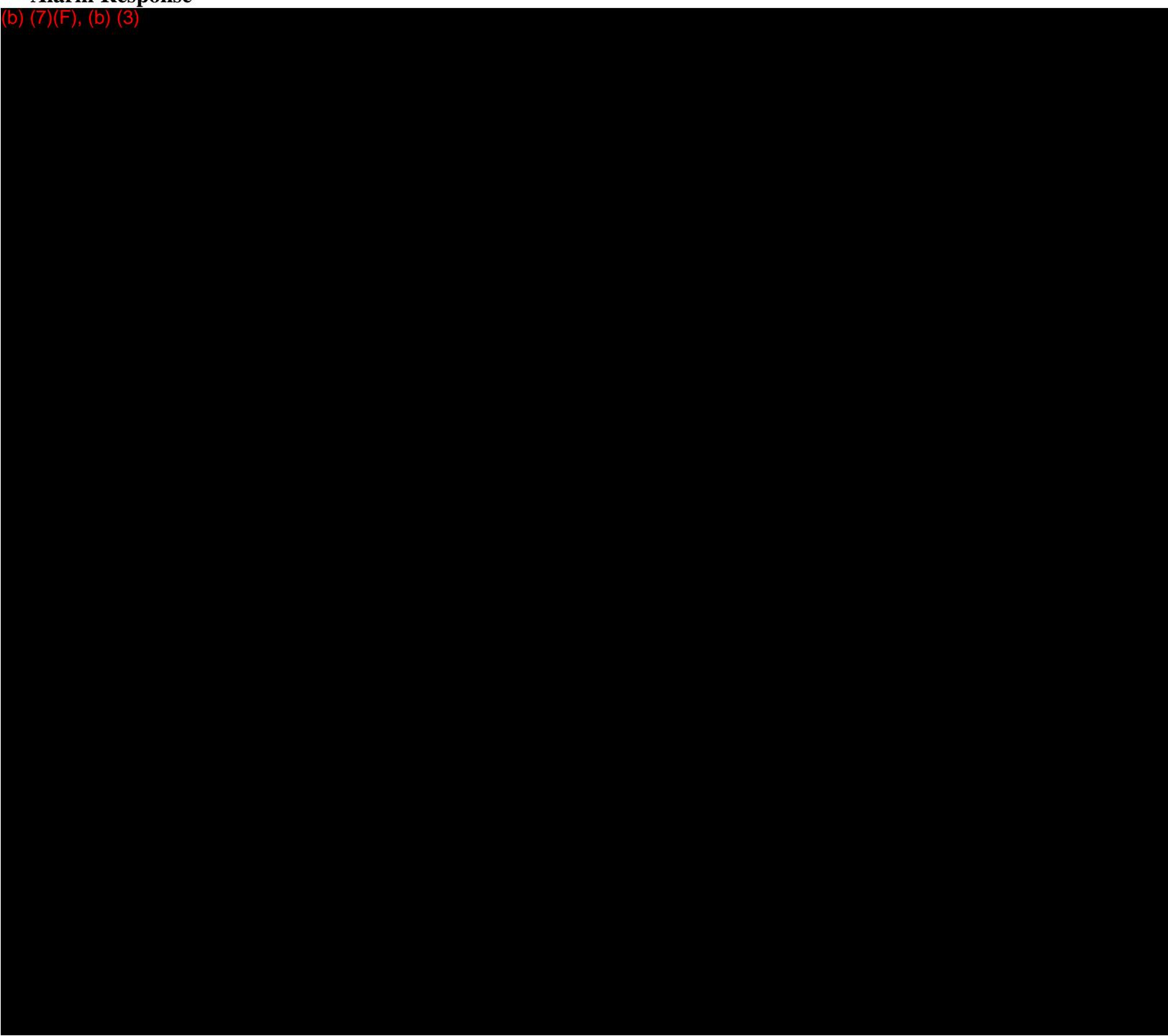
Detection

Detection of a release may occur in a number of ways including:

- Automated or manual detection by a leak detection method such as:
 - Computational Pipeline Monitoring system
 - Line Balance
 - Real-time transient model
 - Pressure/Flow monitoring
- Visual inspection
- Acoustic emission detectors
- Fixed air monitor

Alarm Response

(b) (7)(F), (b) (3)



C.1 SPILL DETECTION CONTINUED

(b) (7)(F), (b) (3)

Visual detection

Aerial patrol flights will be made on a regular basis. The intent of the patrol is to observe the area directly over the pipeline right-of-way for leaks, exposed pipes, washes, missing markers, and other unusual conditions. Construction on either side of the pipeline right-of-way is also monitored.

Discharges to the land or surface waters may also be detected by Company or Contractor personnel during regular operations and inspections.

Pipeline shutdown

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

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

C.2 WORST CASE DISCHARGE (WCD) SCENARIO DISCUSSION

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

APPENDIX C.4 provides Worst Case Discharge calculations. Discussion of this scenario is as follows:

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

1. The First Responder would notify Supervisory Personnel and notifications would be initiated in accordance with **FIGURE 3.1-1**.
2. The Area Supervisor/Manager of Operations would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
 - Conduct safety assessment in accordance with **FIGURE 2.1-1** and evacuate personnel as needed in accordance with **SECTION 2.2**
 - Direct facility responders to shut down ignition sources
 - Ensure completion of spill report form in accordance with **FIGURE 3.1-3**
 - Ensure regulatory agencies are notified (**FIGURE 3.1-5**)
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Incident Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Incident Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of ICS position responsibilities. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Incident Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):
 - Site Safety and Health (**SECTION 5.4**)
 - Site Security (**SECTION 5.7**)
 - Incident Action (**SECTION 5.3.2**)
 - Decontamination (**SECTION 5.5**)
 - Disposal (**SECTION 5.6**)
 - Demobilization (**SECTION 5.8**)
7. The response would continue until an appropriate level of cleanup is obtained.

C.3 PLANNING VOLUME CALCULATIONS

Once the Worst Case Discharge volume has been calculated, response resources must be identified to meet the requirements of 49 CFR 194.105(b). Calculations to determine sufficient amount of response equipment necessary to respond to a Worst Case Discharge is described

below. A demonstration of the planning volume calculations is provided below.

C.4 SPILL VOLUME CALCULATION

DOT/PHMSA portion of pipeline/facilities

The Worst Case Discharge (WCD) for the DOT portion of the pipeline and facilities, is defined in 49 CFR 194.105(b) as the largest volume of the following:

1. The pipeline's maximum shutdown response time in hours (based on historic discharge data or in the absence of such data, the operators best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or
2. The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or
3. If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.

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

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

The Worst Case Discharge for each response zone was based on the largest volume of the three criteria given above.

The Company has determined the Worst Case Discharge volume to be a catastrophic line failure of the largest line section with the greatest drainage capacity in each response zone or 25% of the volume of the largest tank in each zone.

C.4 SPILL VOLUME CALCULATION, CONTINUED

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

All of the breakout tanks in the pipeline system are within adequate secondary containment, therefore, the discharge volumes for the largest tank was determined by adjusting the total tank volume downward by 75% per the company guidelines.

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

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

The Worst Case Discharge for each pipeline segment is the largest breakout tank. These tank volumes are as follows:

LOCATION	VOLUME (BBLs)
Refugio Station	(b) (7)(F), (b) (3)
Pettus Station	(b) (7)(F), (b) (3)
Helena Station	(b) (7)(F), (b) (3)

Crude oil is the material transported through the tanks and pipelines listed in this Section when calculating the Worst Case Discharge.

Central Zone

C - 7

C.4 SPILL VOLUME CALCULATION, CONTINUED

(b) (7)(F), (b) (3)

(b) (7)(F), (b) (3)

Central Zone

C - 8

C.5 PIPELINE - ABNORMAL CONDITIONS

Abnormal Operations? under 49 CFR 195.402(d) may be a "substantial threat" that could pose a threat to Worst Case Discharge. Procedures to identify Abnormal Operations and actions to take for preventing and mitigating such events and conditions, are described in the Operating, Maintenance, and Emergency Procedures for Hazardous Liquids Manual.

C.6 PRODUCT CHARACTERISTICS AND HAZARDS

This Facility may store various types of commodities including but not limited to:

- Crude Oil
- Diesel (#1 & #2)
- Gasoline
- Jet A

MSDS can be obtained by the facility in the Employee Right To Know Stations, additionally MSDS may also be available electronically via intra and internet.

FIGURE C.6-1 describes primary oils handled.

Central Zone

C - 9

FIGURE C.6-1 - SUMMARY OF COMMODITY CHARACTERISTICS

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
						May contain benzene, a carcinogen, or hydrogen

Crude Oil	Crude	3	3	C, H2S	0	sulfide, which is harmful if inhaled; flash point varies widely
Diesel (#1 & #2)	Diesel	1	2	C	0	Long term, repeated exposure may cause skin cancer.
Gasoline	Gasoline	1	3	C	0	Long term, repeated exposure may cause cancer, blood, kidney and nervous system damage, and contains benzene.
Jet A	Appropriate product name	3	1	0	2	Breathing high concentrations may be harmful. May cause central nervous system depressions or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.
Health Hazard	4 = Extremely Hazardous 3 = Hazardous			Fire Hazard	4 = Below 73° F, 22° C	

<p>2 = Warning 1 = Slightly Hazardous 0 = No Unusual Hazard</p>	<p>(Flash Point) 3 = Below 100° F, 37° C 2 = Below 200° F, 93° C 1 = Above 200° F, 93° C 0 = Will not burn</p>
<p>Special Hazard A = Asphyxiant C = Contains Carcinogen W = Reacts with Water Y = Radiation Hazard COR = Corrosive OX = Oxidizer H₂S = Hydrogen Sulfide P = Contents under Pressure T = Hot Material</p>	<p>Reactivity Hazard 4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High Temperature and Pressure 1 = Not Stable if Heated 0 = Stable</p>

APPENDIX D
CROSS-REFERENCES

Last revised: January 2005

Figure D-1 - DOT / PHMSA Cross-Reference

Figure D-2 - OSHA Cross-Reference

Figure D-3 - EPA / RCRA Cross-Reference

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
<ul style="list-style-type: none"> For the core plan: 	
<ul style="list-style-type: none"> Name and address of operator 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (?194.103), listing and description of Response Zones, including county(s) and state(s) 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> For each Response Zone appendix: 	
<ul style="list-style-type: none"> Information summary for core plan 	<u>Section 1</u>
<ul style="list-style-type: none"> QI names and telephone numbers, available on 24-hr basis 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> Basis for operator?s determination of significant and substantial harm 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> The type of oil and volume of the worst case discharge 	<u>Appendix C</u>
<ul style="list-style-type: none"> Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge 	<u>Section 1.2,</u> <u>Appendix B</u>
Notification Procedures	
<ul style="list-style-type: none"> Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements 	<u>Section 3</u>
<ul style="list-style-type: none"> Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority 	<u>Section 3.1</u>

Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel	Section 3.1, Figure 3.1-4
• Procedures for notifying Qualified Individuals	Figure 3.1-1, Section 4.5, Figure 4.5-1
• Primary and secondary communication methods by which notifications can be made	Section 7.1.6

Central Zone**D - 3**

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> • Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> • Name of pipeline • Time of discharge • Location of discharge • Name of oil recovered • Reason for discharge (e.g. material failure, excavation damage, corrosion) • Estimated volume of oil discharged • Weather conditions on scene • Actions taken or planned by persons on scene 	Figure 3.1-3
Spill Detection and On-Scene Spill Mitigation Procedures	
<ul style="list-style-type: none"> • Methods of initial discharge detection 	Appendix C.1
<ul style="list-style-type: none"> • Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline 	Section 2
<ul style="list-style-type: none"> • List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> • Transfer hoses and pumps • Portable pumps and ancillary equipment • Facilities available to transport and receive oil from a leaking pipeline 	Section 7.1.1, Appendix B
<ul style="list-style-type: none"> • Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis 	Figure 3.1-6, Appendix B
<ul style="list-style-type: none"> • Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response 	Figure 3.1-4, Figure 3.1-6,

activities on a 24-hour basis	Appendix B
Response Activities	
<ul style="list-style-type: none"> Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan 	<u>Section 2, Section 4.5, Appendix B</u>
<ul style="list-style-type: none"> Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan 	<u>Section 4.5</u>
<ul style="list-style-type: none"> Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions 	<u>Section 4.4, Section 4.5</u>
<ul style="list-style-type: none"> Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable 	<u>Appendix B</u>
<ul style="list-style-type: none"> For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> Equipment and supplies available Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response 	<u>Appendix B</u>

Central Zone

D - 4

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
List of Contacts	
<ul style="list-style-type: none"> List of persons the Plan requires the operator to contact 	<u>Figure 3.1-1</u>
<ul style="list-style-type: none"> Qualified individuals for the operator's areas of operation 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> Applicable insurance representatives or surveyors for the operator's areas of operation 	<u>Figure 3.1-7</u>
<ul style="list-style-type: none"> Persons or organizations to notify for activation of response resources 	<u>Figure 3.1-1</u>
Training Procedures	
<ul style="list-style-type: none"> Description of training procedures and programs of the operations 	<u>Appendix A.2</u>

Drill Procedures	
<ul style="list-style-type: none"> Announced and unannounced drills 	Appendix A.1
<ul style="list-style-type: none"> Types of drills and their frequencies; for example: <ul style="list-style-type: none"> Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly Shore-based spill management team (SMT) tabletop drills conducted yearly Oil spill removal organization field equipment deployment drills conducted yearly A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years 	Appendix A.1
Response Plan review and update procedures	
<ul style="list-style-type: none"> Procedures to meet ?194.121 	Section 1.2
<ul style="list-style-type: none"> Procedures to review plan after a worst case discharge and to evaluate and record the plan?s effectiveness 	Section 1.2 , Appendix C
Response zone appendices	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> Name and telephone number of the qualified individual 	Figure 1-2
<ul style="list-style-type: none"> Notification procedures 	Section 3
<ul style="list-style-type: none"> Spill detection and mitigation procedures 	Section 2.1 , Appendix C
<ul style="list-style-type: none"> Name, address, and telephone number of oil spill response organization 	Figure 3.1-6 , Appendix B
<ul style="list-style-type: none"> Response activities and response resources including: <ul style="list-style-type: none"> Equipment and supplies necessary to meet ?194.115 Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response 	Appendix A , Appendix B

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities 	<u>Figure 3.1-5</u>
<ul style="list-style-type: none"> Worst case discharge volume 	<u>Appendix C</u>
<ul style="list-style-type: none"> Method used to determine the worst case discharge volume, with calculations 	<u>Appendix C</u>
<ul style="list-style-type: none"> A map that clearly shows: <ul style="list-style-type: none"> Location of worst case discharge Distance between each line section in the Response Zone: <ul style="list-style-type: none"> Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section Each potentially affected environmentally sensitive area within a radius of one mile of the line section 	<u>Figure 1-3, Section 6.6</u>
<ul style="list-style-type: none"> Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods Meet 29 CFR 1910.1200 or 49 CFR 172.602 	<u>Figure C.6-1</u>

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FIGURE D-2 - OSHA CROSS-REFERENCE

EAP REQUIREMENTS (29 CFR 1910.38 [a] [2])	LOCATION
<ul style="list-style-type: none"> Emergency escape procedures and emergency escape route assignments 	<u>Section 2, Figure 1-4</u>
<ul style="list-style-type: none"> Procedures to be followed by employees who remain to operate critical plant operations before they evacuate 	N/A
<ul style="list-style-type: none"> Procedures to account for all employees after emergency 	<u>Section 2</u>

evacuation has been completed	
• Rescue and medical duties for those employees who are to perform them	<u>Section 2</u>
• The preferred means of reporting fires and other emergencies	<u>Section 2, Figure 3.1-1</u>
• Names of regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan	<u>Figure 3.1-4, Section 4.6</u>

ERP REQUIREMENTS (29 CFR 1910.120 [I] [2])	LOCATION
• Pre-emergency planning	<u>Appendix C</u>
• Personnel roles, lines of authority, and communication	<u>Section 4.4, Section 4.6, Section 7.1.6</u>
• Emergency recognition and prevention	<u>Section 2</u>
• Safe distances and places of refuge	<u>Section 2</u>
• Site security and control	<u>Section 5.7, Section 7.3</u>
• Decontamination procedures which are not covered by the site safety and health plan	<u>Section 5.5</u>
• Emergency medical treatment and first aid	<u>Section 2</u>
• Emergency alerting and response procedures	<u>Section 3</u>
• Critique of response and follow-up	<u>Section 8.3</u>
• PPE and emergency equipment	<u>Section 7, Appendix B</u>

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FIGURE D-3 - EPA / RCRA CROSS-REFERENCE

EPA / RCRA REQUIREMENTS (40 CFR PART 265.16)		LOCATION
§ 265.16	Applicability	
a	(1) Facility personnel must successfully complete a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures the facility's compliance with the requirements of this part. The owner or	<u>Figure A.2-1</u>

	operator must ensure that this program includes all the elements described in the document required under paragraph (d)(3) of this section.	
	(2) This program must be directed by a person trained in hazardous waste management procedures, and must include instruction which teaches facility personnel hazardous waste management procedures (including contingency plan implementation) relevant to the positions in which they are employed.	<u>Figure A.2-1</u>
	(3) At a minimum, the training program must be designed to ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including where applicable: (i) Procedures for using, inspecting, repairing, and replacing facility emergency and monitoring equipment; (ii) Key parameters for automatic waste feed cut-off systems; (iii) Communications or alarm systems; (iv) Response to fires or explosions; (v) Response to ground-water contamination incidents; and (vi) Shutdown of operations.	<u>Appendix A.1,</u> <u>Appendix A.2</u>
	(4) For facility employees that receive emergency response training pursuant to Occupational Safety and Health Administration (OSHA) regulations 29 CFR 1910.120(p)(8) and 1910.120(q), the facility is not required to provide separate emergency response training pursuant to this section, provided that the overall facility training meets all the requirements of this section.	<u>Appendix A.1,</u> <u>Appendix A.2</u>
b	Facility personnel must successfully complete the program required in paragraph (a) of this section within six months after the effective date of these regulations or six months after the date of their employment or assignment to a facility, or to a new position at a facility, whichever is later. Employees hired after the effective date of these regulations must not work in unsupervised positions until they have completed the training requirements of paragraph (a) of this section.	<u>Figure A.2-1</u>
c	Facility personnel must take part in an annual review of the initial training required in paragraph (a) of this section.	<u>Figure A.2-1</u>

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FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.16)		LOCATION
§ 265.16	Applicability	
d	The owner or operator must maintain the following documents and records at the facility: (1) The job title for each position at the facility related to hazardous waste management, and the name of the	<u>Figure 3.1-4</u>

	<p>employee filling each job;</p> <p>(2) A written job description for each position listed under paragraph (d)(1) of this Section. This description may be consistent in its degree of specificity with descriptions for other similar positions in the same company location or bargaining unit, but must include the requisite skill, education, or other qualifications, and duties of facility personnel assigned to each position;</p> <p><u>Facility Manager</u> – (typically the terminal or station manager) responsible for the overall hazardous and non-hazardous waste management functions at the facility.</p> <p><u>Facility Hazardous Waste Technician</u> – responsible for hazardous waste management functions at the facility as directed by the Facility Environmental Manager; typically performs physical hands-on waste activities including moving, storage and labeling of containers, collecting samples, performing weekly waste container inspections, and oversight of offsite waste shipments.</p> <p>(3) A written description of the type and amount of both introductory and continuing training that will be given to each person filling a position listed under paragraph (d)(1) of this section;(4) Records that document that the training or job experience required under paragraphs (a), (b), and (c) of this section has been given to, and completed by, facility personnel.</p>	<p><u>Figure D-3</u></p> <p><u>Figure A.2-1</u></p>
<p>e</p>	<p>Training records on current personnel must be kept until closure of the facility. Training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.</p>	<p><u>Figure A.2-1</u></p>

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.30 - 265.37)		LOCATION
<p>§ 265.30</p>	<p>Applicability</p>	
	<p>The regulations in this subpart apply to owners and operators of all hazardous waste facilities, except as §265.1 provides otherwise.</p>	

§ 265.31	Maintenance and operation of facility.	
	Facilities must be maintained and operated to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment.	
§ 265.32	Required equipment.	
	All facilities must be equipped with the following, unless none of the hazards posed by waste handled at the facility could require a particular kind of equipment specified below:	
a	An internal communications or alarm system capable of providing immediate emergency instruction (voice or signal) to facility personnel;	<u>Section 7.1.6</u>
b	A device, such as a telephone (immediately available at the scene of operations) or a hand-held two-way radio, capable of summoning emergency assistance from local police departments, fire departments, or State or local emergency response teams;	<u>Section 7.1.6</u>
c	Portable fire extinguishers, fire control equipment (including special extinguishing equipment, such as that using foam, inert gas, or dry chemicals), spill control equipment, and decontamination equipment; and	<u>Section 7.1.1, Figure C-8</u>
d	Water at adequate volume and pressure to supply water hose streams, or foam producing equipment, or automatic sprinklers, or water spray systems.	N/A
§ 265.33	Testing and maintenance of equipment.	
	All facility communications or alarm systems, fire protection equipment, spill control equipment, and decontamination equipment, where required, must be tested and maintained as necessary to assure its proper operation in time of emergency.	<u>Appendix A.1</u>
§ 265.34	Access to communications or alarm system.	
a	Whenever hazardous waste is being poured, mixed, spread, or otherwise handled, all personnel involved in the operation must have immediate access to an internal alarm or emergency communication device, either directly or through visual or voice contact with another employee, unless such a device is not required under §265.32.	Not Applicable

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.30 - 265.37)	LOCATION
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§ 265.34 Access to communications or alarm system.		
b	If there is ever just one employee on the premises while the facility is operating, he must have immediate access to a device, such as a telephone (immediately available at the scene of operation) or a hand-held two-way radio, capable of summoning external emergency assistance, unless such a device is not required under §265.32.	<u>Section 7.1.6</u>
§ 265.35 Required aisle space.		
	The owner or operator must maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency, unless aisle space is not needed for any of these purposes.	<u>Figure 2.1-1</u>
§ 265.37 Arrangements with local authorities.		
a	The owner or operator must attempt to make the following arrangements, as appropriate for the type of waste handled at his facility and the potential need for the services of these organizations:	
	(1) Arrangements to familiarize police, fire departments, and emergency response teams with the layout of the facility, properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes;	<u>Section 1.1</u>
	(2) Where more than one police and fire department might respond to an emergency, agreements designating primary emergency authority to a specific police and a specific fire department, and agreements with any others to provide support to the primary emergency authority;	<u>Section 1.1</u>
	(3) Agreements with State emergency response teams, emergency response contractors, and equipment suppliers; and	<u>Appendix B</u>
	(4) Arrangements to familiarize local hospitals with the properties of hazardous waste handled at the facility and the types of injuries or illnesses which could result from fires, explosions, or releases at the facility.	<u>Section 1.1</u>
b	Where State or local authorities decline to enter into such arrangements, the owner or operator must document the refusal in the operating record.	<u>Section 1.1</u>

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.50	Applicability	
	The regulations in this subpart apply to owners and operators of all hazardous waste facilities, except as 265.1 provides otherwise.	<u>Section 1.1</u>
§ 265.51	Purpose and Implementation of Contingency Plan	
a	Each owner or operator must have a contingency plan for his facility. The contingency plan must be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water.	<u>Section 1.1</u>
b	The provisions of the plan must be carried out immediately whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents that could threaten human health or the environment.	<u>Section 1.1</u>
§ 265.52	Content of Contingency Plan	
a	The contingency plan must describe the actions facility personnel must take to comply with 265.51 and 265.56 in response to fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water at the facility.	<u>Section 2</u>
b	If the owner or operator has already prepared a Spill Prevention, Control, and Countermeasure (SPCC) Plan in accordance with Part 112 of this chapter, or Part 1510 of Chapter V, or some other emergency or contingency plan, he need only amend that plan to incorporate hazardous waste management provisions that are sufficient to comply with the requirements of this part.	<u>Section 7.4</u>
c	The plan must describe arrangements agreed to by local police departments, fire departments, hospitals, contractors, and State and local emergency response teams to coordinate emergency services, pursuant to 265.37.	<u>Figure 3.1-3</u>
d	The plan must list names, addresses, and phone numbers (office and home) of all persons qualified to act as emergency coordinator (see 265.55), and this list must be kept up to date. Where more than one person is listed, one must be named as primary emergency coordinator and others must be listed in the order in which they will assume responsibility as alternates.	<u>Figure 1-2</u>
e	The plan must include a list of all emergency equipment at the facility (such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), where this equipment is required. This list must be kept	<u>Section 7.1</u>

up to date. In addition, the plan must include the location and a physical description of each item on the list, and a brief outline of its capabilities.

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FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.52	Content of Contingency Plan, Continued	
f	The plan must include an evacuation plan for facility personnel where there is a possibility that evacuation could be necessary. This plan must describe signal(s) to be used to begin evacuation, evacuation routes, and alternate evacuation routes (in cases where the primary routes could be blocked by releases of hazardous waste or fires).	<u>Section 2.2, Figure 1-4</u>
§ 265.53	Copies of Contingency Plan	
	A copy of the contingency plan and all revisions to the plan must be:	-----
a	Maintained at the facility, and	<u>Section 1.2</u>
b	Submitted to all local police departments, fire departments, hospitals, and State and local emergency response teams that may be called upon to provide emergency services.	<u>Section 1.2</u>
§ 265.54	Amendment of Contingency Plan	
	The contingency plan must be reviewed, and immediately amended, if necessary, whenever:	-----
a	Applicable regulations are revised;	<u>Section 1.2</u>
b	The plan fails in an emergency;	<u>Section 1.2</u>
c	The facility changes in its design, construction, operation, maintenance, or other circumstances in a way that materially increases the potential for fires, explosions, or releases of hazardous waste or hazardous waste constituents, or changes the response necessary in an emergency;	<u>Section 1.2</u>
d	The list of emergency coordinators changes; or	<u>Section 1.2</u>
e	The list of emergency equipment changes.	<u>Section 1.2</u>
§ 265.55	Emergency Coordinator	
	At all times, there must be at least one employee either on the facility premises or on call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility for coordinating all emergency response measures. This emergency coordinator must be thoroughly familiar with all aspects of the facility's contingency plan, all	<u>Figure 1-2, Section 4.5, Appendix A</u>

operations and activities at the facility, the location and characteristics of waste handled, the location of all records within the facility, and the facility layout. In addition, this person must have the authority to commit the resources needed to carry out the contingency plan.

[Comment: The emergency coordinator's responsibilities are more fully spelled out in 265.56. Applicable responsibilities for the emergency coordinator vary, depending on factors such as type and variety of waste(s) handled by the facility, and type and complexity of the facility].

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FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.56	Emergency Procedures	
a	Whenever there is an imminent or actual emergency situation, the emergency coordinator (or his designee when the emergency coordinator is on call) must immediately:	Section 2.1.3, Figure 2.1-1, Section 4.5
a(1)	Activate internal facility alarms or communication systems, where applicable, to notify all facility personnel; and	Section 2.1.3, Figure 2.1-1, Section 4.5
a(2)	Notify appropriate State or local agencies with designated response roles if their help is needed.	Section 2.1.3, Figure 2.1-1, Section 4.5
b	Whenever there is a release, fire, or explosion, the emergency coordinator must immediately identify the character, exact source, amount, and a real extent of any released materials. He may do this by observation or review of facility records or manifests and, if necessary, by chemical analysis.	Section 2.1.3, Figure 2.1-1, Section 4.5
c	Concurrently, the emergency coordinator must assess possible hazards to human health or the environment that may result from the release, fire, or explosion. This assessment must consider both direct and indirect effects of the release, fire, or explosion (e.g., the effects of any toxic, irritating, or asphyxiating gases that are generated, or the effects of any hazardous surface water run-offs from water or chemical agents used to control fire and heat-induced explosions).	Section 2.1.3, Figure 2.1-1, Section 4.5
d	If the emergency coordinator determines that the facility has had a release, fire, or explosion which could threaten human health, or the environment, outside of the facility, he must report his findings as follows:	Section 2.1.3, Figure 2.1-1, Section 4.5
d(1)	If his assessment indicates that evacuation of local areas may be advisable, he must	Section 2.1.3, Figure 2.1-1, Section 4.5

	immediately notify appropriate local authorities. He must be available to help appropriate officials decide whether local areas should be evacuated; and	
d(2)	He must immediately notify either the government official designated as the on-scene coordinator for that geographical area (in the applicable regional contingency plan under Part 1510 of this Title), or the National Response Center (using their 24-hour toll free number 800/424-8802). The report must include:	<u>Section 2.1.3, Figure 2.1-1, Section 4.5, Figure 3.1-2</u>
d(2)(i)	Name and telephone number of reporter:	<u>Figure 3.1-2, Figure 3.1-3</u>
d(2)(ii)	Name and address of facility;	<u>Figure 3.1-2, Figure 3.1-3</u>
d(2)(iii)	Time and type of incident (e.g., release, fire);	<u>Figure 3.1-2, Figure 3.1-3</u>
d(2)(iv)	Name and quantity of material(s) involved, to the extent known;	<u>Figure 3.1-2, Figure 3.1-3</u>
d(2)(v)	The extent of injuries, if any; and	<u>Figure 3.1-2, Figure 3.1-3</u>
d(2)(vi)	The possible hazards to human health, or the environment, outside the facility.	<u>Figure 3.1-2, Figure 3.1-3</u>

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FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.56	Emergency Procedures (Cont'd)	
e	During an emergency, the emergency coordinator must take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous waste at the facility. These measures must include, where applicable, stopping processes and operations, collecting and containing released waste, and removing or isolating containers.	<u>Section 2, Figure 2.1-1</u>
f	If the facility stops operations in response to a fire, explosion or release, the emergency coordinator must monitor for leaks, pressure buildup, gas generation, or ruptures in valves, pipes or other equipment, wherever this is appropriate.	<u>Section 2, Figure 2.1-1</u>
g	Immediately after an emergency, the emergency coordinator must provide for treating, storing, or disposing of recovered waste, contaminated soil or surface water, or any other material that results from a	<u>Section 7.4, Section 5.5</u>

	release, fire, or explosion at the facility. <i>[Comment: Unless the owner or operator can demonstrate, in accordance with § 261.3(c) or (d) of this chapter, that the recovered material is not a hazardous waste, the owner or operator becomes a generator of hazardous waste and must manage it in accordance with all applicable requirements of Parts 262, 263, and 265 of this chapter].</i>	
h	The emergency coordinator must ensure that, in the affected areas(s) of the facility:	-----
h(1)	No waste that may be incompatible with the released material is treated, stored, or disposed of until cleanup procedures are completed; and	<u>Section 7.4, Section 5.5</u>
h(2)	All emergency equipment listed in the contingency plan is cleaned and fit for its intended use before operations are resumed.	<u>Section 5.4, Section 7.1-2</u>
i	The owner or operator must notify the Regional Administrator, and appropriate State and local authorities, that the facility is in compliance with paragraph (h) of this section before operations are resumed in the affected area(s) of the facility.	<u>Figure 3.1-3</u>
j	The owner or operator must note in the operating record the time, date, and details of any incident that requires implementing the contingency plan. Within 15 days after the incident, he must submit a written report on the incident to the Regional Administrator. The report must include:	<u>Section 8.3</u>
j(1)	Name, address, and telephone number of the owner or operator;	<u>Section 8.3</u>
j(2)	Name, address, and telephone number of the facility;	<u>Section 8.3</u>
j(3)	Date, time, and type of incident (e.g., fire, explosion);	<u>Section 8.3</u>

APPENDIX E
ACRONYMS AND DEFINITIONS

Last revised: January 2005

E.1 Acronyms

E.2 Definitions

E.1 ACRONYMS

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

LEL	Lower Explosive Limit
LEPC	Local Emergency Planning Committee

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

SPCC	Spill Prevention, Control, and Countermeasures (Plan)
SSC	Scientific Support Coordinator (NOAA)
UCS	Unified Command System
UEL	Upper Explosive Limit
USACOE	U. S. Army Corps of Engineers

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USCG	U. S. Coast Guard
USDOD	U. S. Department of Defense
USDL	U. S. Department of Labor
USDOE	U. S. Department of Energy
USDOJ	U. S. Department of the Interior
USDOJ	U. S. Department of Justice
USDOT	U. S. Department of Transportation
USFWS	U. S. Fish and Wildlife Service (USDOJ)
USGS	U. S. Geological Survey (USDOJ)

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E.2 DEFINITIONS**Adverse Weather**

The weather conditions that will be considered when identifying response systems and equipment in a response plan for the applicable operating environment. Factors to consider include significant wave height, ice, temperature, weather-related visibility, and currents with the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Aqueous Film Forming Foam

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

Average Most Probable Discharge (USCG)

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

Barrel

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

Bleve

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

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

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

Class A Fire

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

Class B Fire

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

Class C Fire

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

Class D Fire

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

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Cold (Support) Zone

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

Command Post

A site located at a safe distance from the spill site where response decisions are made, equipment and manpower deployed, and communications handled. The Incident Commander and the On-Scene Coordinators may direct the on-scene response from this location.

Communication Equipment

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

Containment Boom

A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to entrap and contain the product for recovery.

Contamination Reduction Zone

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

Contingency Plan

A document used by: (1) federal, state, and local agencies to guide planning and response procedures regarding spill of oil, hazardous substances, or other emergencies; (2) a document used by industry as a response plan to spills of oil, hazardous substances, or other emergencies occurring upon their vessels or at their facilities.

Contract or Other Approved Means

Includes:

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

Central Zone

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

Demand Breathing Apparatus

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

Dispersants

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

Diversion Boom

A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to deflect or divert the product towards a pick up point, or away from certain areas.

Environmentally Sensitive Areas

Streams and water bodies, aquifer recharge zones, springs, wetlands, agricultural areas, bird rookeries, endangered or threatened species (flora and fauna) habitat, wildlife preserves or

conservation areas, parks, beaches, dunes, or any other area protected or managed for its natural resource value.

Exclusion Zone

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

Explosive Range

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

Facility

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

Federal Fund

The oil spill liability trust fund established under OPA.

First Responders, First Response Agency

A public health or safety agency (i.e., fire service or police department) charged with responding to a spill during the emergency phase and alleviating immediate danger to human life, health, safety, or property.

Flashover

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

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Flash Point

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

Foam

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

Hazardous Material

Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.

Hazardous Substance

Any substance designed as such by the Administrator of EPA pursuant to the Comprehensive

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

Hazardous Waste

Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.

Higher Volume Port Area

Ports of:

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

Hot (Exclusion) Zone

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

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Hypothermia

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

Ignition Temperature

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

Incident Commander (IC)

The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Incident Command System

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

Interim Storage Site

A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.

Lead Agency

The government agency that assumes the lead for directing the spill response.

Lead Federal Agency

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

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

Lead State Agency

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

Lower Flammable Limit

Minimum flammable concentration of a particular gas in the air.

Marine Transportation-Related Facility (MTR Facility)

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

Maximum Extent Practicable

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

Maximum Most Probable Discharge (USCG)

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

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Medium Discharge (EPA)

Same as maximum most probable discharge.

National Contingency Plan

The plan prepared under the Federal Water Pollution Control Act (33 United States Code '1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code '9601 et seq), as revised from time to time.

Nearshore Area

The area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation (COLREG) lines) defined in '80.740 - 80.850 of Title 33 of the

CFR.

Non-Persistent or Group I Oil

A petroleum-based oil that, at the time of shipment, consists of hydrocarbon fractions:

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

Non-Petroleum Oil

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

Offshore Area

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

Oil or Oils

Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by P.L. 99-499.

Oil Spill Removal Organization (OSRO)

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

Operating Area

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

Operating Environment

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

Overhaul

A procedure following a fire whereby the area is examined for hidden fire and fire extension and the fire area is cleaned up.

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Owner or Operator

Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.

Persistent Oil

A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as

follows:

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

Primary Response Contractor(s)

An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.

Qualified Individual(s)

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

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

Regional Response Team

The Federal Response Organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOCS in the event of a major or substantial spill.

Reid Vapor Pressure Method

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

Responsible Party

Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.

Rivers and Canals

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

Skimmers

Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.

Sloper

An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid

to froth and spatter. Small Discharge (EPA)
Same as average most probable discharge.

Sorbents

Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.

Spill Management Team

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

Spontaneous Ignition

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

Staging Areas

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

State Emergency Response Commission (SERC)

A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Static Electricity

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

Support Zone

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

Tornado Warning

A tornado has been sighted.

Tornado Watch

Conditions are favorable for tornados to form.

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Unified Command

The method by which local, state, and federal agencies will work with the Incident Commander to:

- Determine their roles and responsibilities for a given incident
- Determine their overall objectives for management of an incident
- Select a strategy to achieve agreed upon objectives
- Deploy resources to achieve agreed-upon objectives

Warm (Contamination Reduction) Zone

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

Waste

Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

Wildlife Rescue

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

APPENDIX F
ADDITIONAL INFORMATION

Last revised: March 1, 2009

- [TGLO - SOG Coastal Designation Map](#)
- [TGLO Coastal Water Provisions](#)
- [TGLO Cross - Reference](#)
- [TGLO Oil Spill Reporting Boundaries](#)
- [TGLO Oiled Wildlife Response Information Guide](#)
- [TGLO Sound Management Practice Program](#)

LINK FILES



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SECTION III: ATTACHMENT "B"

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EMERGENCY RESPONSE RATES**NON-HAZARDOUS MATERIALS (OIL SPILL) Personnel** UOM ST

Class Code				Rate	OT Rate
PERS	ER-NH-001	Senior Project Manager - Company Officer	hr	\$95.00	\$142.50
PERS	ER-NH-002	Project Manager	hr	\$80.00	\$120.00
PERS	ER-NH-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-NH-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-NH-005	Chemist, Biologist, Geologist	hr	\$95.00	\$142.50
PERS	ER-NH-006	Health and Safety Manager	hr	\$60.00	\$90.00
PERS	ER-NH-007	Rescue Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-008	Rescue Tech	hr	\$40.00	\$60.00
PERS	ER-NH-009	Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-010	Foreman	hr	\$45.00	\$67.50
PERS	ER-NH-011	Transportation and Disposal Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-012	Logistics Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$45.00	\$67.50
PERS	ER-NH-014	Boat Operator / Response Equipment	hr	\$42.00	\$63.00
PERS	ER-NH-015	Truck Operator (roll off / vac truck)	hr	\$35.00	\$52.50
PERS	ER-NH-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-NH-017	Welder	hr	\$50.00	\$75.00
PERS	ER-NH-018	Recovery Technician	hr	\$35.00	\$52.50
PERS	ER-NH-020	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-NH-021	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

HAZARDOUS MATERIALS (HAZMAT) Class Code Personnel

Class Code			UOM	ST Rate	OT Rate
PERS	ER-HAZ-002	Project Manager	hr	\$110.00	\$165.00
PERS	ER-HAZ-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-HAZ-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-HAZ-005	Chemist, Biologist, Geologist	hr	\$95.00	\$145.50
PERS	ER-HAZ-006	Health and Safety Manager	hr	\$75.00	\$112.50
PERS	ER-HAZ-007	Rescue Supervisor	hr	\$75.00	\$112.50
PERS	ER-HAZ-008	Rescue Tech	hr	\$60.00	\$90.00
PERS	ER-HAZ-009	Supervisor	hr	\$65.00	\$97.50
PERS	ER-HAZ-010	Foreman	hr	\$55.00	\$82.50
PERS	ER-HAZ-011	Transportation and Disposal Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-012	Logistics Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$55.00	\$82.50
PERS	ER-HAZ-014	Boat Operator / Response Equipment	hr	\$50.00	\$75.00
PERS	ER-HAZ-015	Truck Operator (roll off / vac truck)	hr	\$42.00	\$75.00
PERS	ER-HAZ-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-HAZ-017	Welder	hr	\$50.00	\$75.00
PERS	ER-HAZ-018	Recovery Technician	hr	\$42.00	\$63.00
PERS	ER-HAZ-019	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-HAZ-020	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

Class Code - 1	Automotive Equipment	UOM	ST Rate	Add'l
AUTO ER-1-010	Truck, Pickup (1/2 ton) 2-WD	day	\$100.00	
AUTO ER-1-011	Truck, Pickup (1/2 ton) 4-WD	day	\$150.00	
AUTO ER-1-012	Truck, Pickup (3/4 - 1 ton) 2-WD	day	\$125.00	
AUTO ER-1-013	Truck, Pickup (3/4 - 1 ton) 4-WD	day	\$195.00	
AUTO ER-1-014	Truck, Response - Fully Equipped	day	\$195.00	
AUTO ER-1-015	Truck, Roll Off (Double Haul Trailer) 80,000 #	hr	\$50.00	+ op
AUTO ER-1-016	Truck, Roll Off (Bobtail) 65,000 #	hr	\$60.00	+ op
AUTO ER-1-017	Truck, Roll Off (Tractor) 80,000 #	hr	\$45.00	+ op
AUTO ER-1-018	Truck, Vacuum - 130 bbl (Carbon Steel)	hr	\$70.00	+ op
AUTO ER-1-018A	Truck, Vacuum - 130 bbl (Stainless Steel)	hr	\$115.00	+ op
AUTO ER-1-019	Truck, Vacuum - 70 bbl (Carbon Steel)	hr	\$60.00	+ op
AUTO ER-1-020	Truck, Vacuum - 70 bbl (Stainless Steel)	hr	\$80.00	+ op
AUTO ER-1-021	Truck, Stake Bed (1 ton) w/ Liftgate	hr	\$50.00	+ op
AUTO ER-1-022	ATV - 4x4	day	\$350.00	
AUTO ER-1-023	ATV - 6x6	day	\$425.00	
AUTO ER-1-024	ATV - Mule	day	\$400.00	
AUTO ER-1-025	Automobile - Passenger Car	day	\$100.00	
AUTO ER-1-026	Backhoe (Case 580 or equiv.) 2 - WD	day	\$450.00	+ op
AUTO ER-1-027	Backhoe (Case 580 or equiv.) 4 - WD	day	\$500.00	+ op
AUTO ER-1-028	Bobcat / Skid steer	day	\$390.00	+ op
AUTO ER-1-029	Bull Dozer - Cat D6E (155 hp)	day	\$1,300.00	+ op
AUTO ER-1-030	Drum Crusher - Hydraulic	day	\$450.00	
AUTO ER-1-031	Excavator - Komatsu PC300LC	day	\$1,600.00	+ op
AUTO ER-1-032	Excavator - Mini	day	\$450.00	+ op
AUTO ER-1-033	Super-Vac, Air Machine - 28" Hg	hr	\$145.00	+ op
AUTO ER-1-034	Super-Vac, Air Machine - with Cyclone	hr	\$155.00	+ op
AUTO ER-1-035	Super-Vac, Air Machine - Standard	hr	\$125.00	+ op
AUTO ER-1-036	Super-Vac, Hydro-Excavator - 28' @ 40 gpm	hr	\$145.00	+ op
AUTO ER-1-037	Tractor & End Dump Trailer (80,000 #)	hr	\$60.00	+ op
AUTO ER-1-038	Trailer - ATV	day	\$75.00	
AUTO ER-1-039	Trailer, 16' Lowboy - 7,000 #	day	\$90.00	
AUTO ER-1-040	Trailer, 20' Gooseneck Lowboy - 14,000 #	day	\$150.00	
AUTO ER-1-041	Trailer, Response - 16'	day	\$250.00	
AUTO ER-1-042	Trailer, Response - 28'-32'	day	\$325.00	
AUTO ER-1-043	Trailer, Mobile Command Unit	day	\$2000.00	
AUTO ER-1-044	Trailer, Dry Van 53'	day	\$175.00	
AUTO ER-1-045	Trailer, Travel 32' Personnel	day	\$400.00	
AUTO ER-1-046	Van, 15 Passenger	day	\$200.00	
AUTO ER-1-047	Tractor, Farm w/ Front Loader & Tiller	day	\$375.00	

Class Code - 2		Marine Equipment	UOM	ST Rate	Add'l
MAR	ER-2-010	Boat, 28'-32' Barge -powered w/GPS & Radio	day	\$1200.00	+ fuel
MAR	ER-2-010.5	Recovery Barge 120 BBL	day	\$600.00	
MAR	ER-2-011	Boat, 24'-28' Fast Response Boat w /GPS & Radio	day	\$900.00	+ fuel
MAR	ER-2-012	Boat, 32' or larger	day	cost + 20%	+ fuel
MAR	ER-2-014	Boat, 19' - 24' Fast Response w/ GPS & Radio	day	\$700.00	+ fuel
MAR	ER-2-016	Vessel of Opportunity (VOO)	day	cost + 20%	+ fuel
MAR	ER-2-017	Boat, 14' - 18' Flat	day	\$250.00	+ fuel
MAR	ER-2-018	Boat, Pirogue (or equivalent)	day	\$125.00	
MAR	ER-2-019	Air Compressor - 12 cfm	day	\$110.00	
MAR	ER-2-020	Air Compressor - 20 cfm	day	\$180.00	
MAR	ER-2-021	Anchor 22 #	day	\$65.00	
MAR	ER-2-022	Anchor 40 #	day	\$150.00	
MAR	ER-2-023	Anchor 65 #	job	\$210.00	
MAR	ER-2-024	Anchor 85 #	job	\$275.00	
MAR	ER-2-025	Anchor Buoys	job	\$10.00	
MAR	ER-2-026	Boom - 10" Containment	job	\$1.20	
MAR	ER-2-027	Boom - 18" Containment	day	\$1.40	
MAR	ER-2-028	Boom - 6" Containment	ft/day	\$1.00	
MAR	ER-2-029	Boom Container (Roll-Off Skid Mounted) 20"	ft/day	\$100.00	
MAR	ER-2-030	Boom Lights (chemical)	ft/day	\$15.00	
MAR	ER-2-031	Boom Lights (strobe)	day	\$30.00	
MAR	ER-2-032	Skimmer - Drum (25-35 gpm) Pneumatic	ea	\$400.00	
MAR	ER-2-033	Skimmer - Drum (50-70 gpm) Pneumatic	day	\$600.00	
MAR	ER-2-034	Skimmer - Duck Bill - Vaccum Truck Operated	day	\$50.00	
MAR	ER-2-035	Skimmer - Belt 36" Hydraulic (incl. power pack)	day	\$4500.00	+ fuel
MAR	ER-2-036	Trailer, Boom - 16'-20' Lowboy	day	\$110.00	
MAR	ER-2-037	Trailer, Boom - 20 - 30' Gooseneck	day	\$150.00	
MAR	ER-2-038	Trailer, Boom - 53' Dry Van	day	\$175.00	
MAR	ER-2-039	Vacuum Unit, Portable Self Contained - 8 bbl cap.	day	\$650.00	

Class Code - 3	Personnel Protective Equipment	UOM	Rate	Add'l
PPE	ER-3-010	Level A - Full Encapsulated (responder)	ea	\$1,800.00
PPE	ER-3-011	Level B - (CPF III)	ea	\$125.00
PPE	ER-3-012	Level B - (CPF IV)	ea	\$175.00
PPE	ER-3-013	Level C - (CPF I)	ea	\$55.00
PPE	ER-3-014	Level C - (CPF II)	ea	\$70.00
PPE	ER-3-015	Level C - (CPF III)	ea	\$90.00
PPE	ER-3-016	Level D - (FRC, hardhat, boots, eyewear)	day	\$35.00
PPE	ER-3-017	Acid Suit - 2 piece	ea	\$110.00
PPE	ER-3-018	Boot Covers - HazMat (Chicken Booties)	pair	\$5.00
PPE	ER-3-019	Boot Covers - Latex	pair	\$8.50
PPE	ER-3-020	Boot Covers - Silver Shield	pair	\$15.00
PPE	ER-3-021	Boots - Rubber - Steel Toe/Shank	day	\$18.00
PPE	ER-3-022	Boots - Nitrile - Steel Toe/Shank	day	\$45.00
PPE	ER-3-023	Breathing Air Hose 50' (high pressure)	day	\$25.00
PPE	ER-3-024	Breathing Air Hose 50' (low pressure)	day	\$15.00
PPE	ER-3-025	Breathing Air Manifold	day	\$35.00
PPE	ER-3-026	Breathing Air Regulator	day	\$25.00
PPE	ER-3-027	Breathing Air Trailer	day	\$350.00
PPE	ER-3-028	Bunker Gear - includes pant/boots/gloves/helmet/FRC	day	\$250.00
PPE	ER-3-029	Drager Hand Pump	day	\$55.00
PPE	ER-3-030	Drager Tubes - Colorimetric	ea	cost+20%
PPE	ER-3-031	Ear Muffs	pair	\$11.50
PPE	ER-3-032	Ear Plugs (box of 100 pair)	ea	\$49.00
PPE	ER-3-033	Eyewash, Emergency Portable	day	\$50.00
PPE	ER-3-034	Face shield w / Bracket - Headgear	ea	\$22.00
PPE	ER-3-035	First Aid Kit (Personnel)	ea	cost+20%
PPE	ER-3-036	Glove - Nitrile/Latex Inner Glove	box	\$26.00
PPE	ER-3-037	Gloves - Cotton String	pair	\$1.50
PPE	ER-3-038	Gloves - Cotton String w / latex Tips	pair	\$3.00
PPE	ER-3-039	Gloves - Kevlar (all-in-one) Hazmat	pair	\$110.00
PPE	ER-3-040	Gloves - Leather	pair	\$9.00
PPE	ER-3-041	Gloves - Nitrile	pair	\$5.50
PPE	ER-3-042	Gloves - PVC	pair	\$5.00
PPE	ER-3-043	Gloves - Silver Shield	pair	\$15.00
PPE	ER-3-044	Gloves - Viton w / Liner	pair	\$75.00
PPE	ER-3-045	Goggles - Chemical Splash	pair	\$9.50
PPE	ER-3-046	Harness - Full Body	day	\$20.00
PPE	ER-3-047	Lanyard 6'	day	\$20.00
PPE	ER-3-048	Lifeline (rope) 50'	day	\$25.00
PPE	ER-3-049	Metatarsal - Foot Protection	day	\$25.00
PPE	ER-3-050	Monitor - 4 gas (LEL, H2S, CO, O2)	day	\$125.00
PPE	ER-3-051	Monitor - Benzene (PID)	day	\$195.00
PPE	ER-3-052	Monitor - Jerome 431 -X- (Hg)	day	\$225.00
PPE	ER-3-053	Monitor - Personal H2S	day	\$35.00
PPE	ER-3-054	Monitor - VOC	day	\$125.00
PPE	ER-3-055	Rescue Kit	day	\$125.00
PPE	ER-3-056	Respirator - 1/2 Face Disposable (OV, AG)	ea	\$25.00

PPE	ER-3-057	Respirator - 1/2 Face Disposable Dust Mask	ea	\$5.00
PPE	ER-3-058	Respirator - Full Face Cartridge (excludes cartridges)	day	\$40.00
PPE	ER-3-059	Respirator - Supplied Air	day	\$30.00
PPE	ER-3-060	Respirator - Supplied Air (5 minute escape pack)	day	\$35.00
PPE	ER-3-061	Respirator Cartridges (pair) AG	pair	\$16.50
PPE	ER-3-062	Respirator Cartridges (pair) HEPA	pair	\$12.00
PPE	ER-3-063	Respirator Cartridges (pair) Hg	pair	\$42.00
PPE	ER-3-064	Respirator Cartridges (pair) OV	pair	\$16.50
PPE	ER-3-065	Respirator Cartridges (pair) OV-AG	pair	\$21.00
PPE	ER-3-066	Rope Ladder	day	\$60.00
PPE	ER-3-067	SCBA - 30 minute - NFPA Approved	day	\$200.00
PPE	ER-3-068	SCBA - cylinder refill - 30 minute	ea	\$20.00
PPE	ER-3-069	SCBA - spare cylinder - 30 minute	day	\$15.00
PPE	ER-3-070	Signal Air Horn	ea	\$15.00
PPE	ER-3-071	Slicker Suit - Rain Gear - 2 pc.	ea	\$20.00
PPE	ER-3-072	Tripod w / Retrieval Winch	day	\$150.00
PPE	ER-3-073	Tyvek - Coveralls	ea	\$15.00
PPE	ER-3-074	Tyvek - Coveralls - Poly Coated	ea	\$20.00
PPE	ER-3-075	Tyvek - Coveralls - FRC Rated	ea	\$22.00
PPE	ER-3-076	Vest - Fluorescent Traffic Safety	day	\$5.00
PPE	ER-3-077	Waders, Chest	day	\$40.00
PPE	ER-3-078	Waders, Hip	day	\$30.00

Class Code - 4		Pumps / Hoses / Washing Equipment	UOM	Rate	Add'l
WASH	ER-4-010	Extended Wand 12' - 4,000 psi	day	\$95.00	
WASH	ER-4-011	Foot Pedal -10k	day	\$45.00	
WASH	ER-4-012	Hose, ADS 4" X 100'	roll	\$150.00	
WASH	ER-4-013	Hose, ADS 6" x 100'	roll	\$210.00	
WASH	ER-4-014	Hose, Air - 3/8" x 50'	day	\$15.00	
WASH	ER-4-015	Hose, Air / Water - 3/4" x 50' (Chicago)	day	\$15.00	
WASH	ER-4-016	Hose, Chemical Resistant - 2" x 25'	day	\$45.00	
WASH	ER-4-017	Hose, Chemical Resistant - 3" x 25'	day	\$55.00	
WASH	ER-4-018	Hose, Fire 1-1/2" x 100'	day	\$25.00	
WASH	ER-4-019	Hose, Fire 2-1/2" x 100'	day	\$40.00	
WASH	ER-4-020	Hose, Fittings and Adapters (Misc.)	ea / day	\$5.00	
WASH	ER-4-021	Hose, Hydroblast - 10,000 psi x 25'	day	\$40.00	
WASH	ER-4-022	Hose, Hydroblast - 20,000 psi x 25'	day	\$70.00	
WASH	ER-4-023	Hose, Pressure Washer - 5,000 psi x 50'	day	\$25.00	
WASH	ER-4-024	Hose, PVC -1" x 10'	day	\$10.00	
WASH	ER-4-025	Hose, Vacuum Truck - 2" x 25'	day	\$25.00	
WASH	ER-4-026	Hose, Vacuum Truck - 2" x 10'	day	\$10.00	
WASH	ER-4-027	Hose, Vacuum Truck - 3" x 25'	day	\$30.00	
WASH	ER-4-028	Hose, Wash Pump Discharge - 1-1/2" x 10 - 25'	day	\$15.00	
WASH	ER-4-029	Hose, Wash Pump Discharge (Layflat)1-1/2" x 50'	day	\$20.00	
WASH	ER-4-030	Hose, Wash Pump Suction - 2" x 10'	day	\$8.00	
WASH	ER-4-031	Hydro blaster - 10,000 psi (10K)	day	\$595.00	
WASH	ER-4-032	Hydro blaster - 20,000 psi (20K)	day	\$950.00	
WASH	ER-4-033	Metatarsal Foot Protection	day	\$25.00	
WASH	ER-4-034	Miscellaneous Tips / Fittings		cost+20%	
WASH	ER-4-035	Pressure Washer - 3,000 psi (gas engine)	day	\$150.00	
WASH	ER-4-036	Pressure Washer - 3,500 - 5,000 psi (hot water)	day	\$325.00	
WASH	ER-4-037	Pressure Washer Trailer Mounted (hot water)	day	\$325.00	
WASH	ER-4-038	Pump Double Diaphragm - 2" Aluminum	day	\$90.00	
WASH	ER-4-039	Pump Double Diaphragm 2" Poly	day	\$175.00	
WASH	ER-4-040	Pump Double Diaphragm 2" Stainless Steel	day	\$250.00	
WASH	ER-4-041	Pump Double Diaphragm 3" Poly	day	\$210.00	
WASH	ER-4-042	Pump Double diaphragm 3" Stainless Steel	day	\$310.00	
WASH	ER-4-043	Pump Double diaphragm 1" Poly	ea	\$155.00	
WASH	ER-4-044	Pump, Single Diaphragm 2"-engine (mud hen)	day	\$110.00	
WASH	ER-4-045	Pump, Disposable Drum	ea	\$21.00	
WASH	ER-4-046	Pump, Rotary Petroleum Fuel - Manuel	day	\$25.00	

Class Code - 4	Pumps / Hoses / Washing Equipment (cont.)	UOM	Rate	Add'l
WASH	WASH ER-4-045 Roto - Nozzle 10k	day	\$95.00	
WASH	WASH ER-4-046 Shotgun 10k	day	\$50.00	
WASH	WASH ER-4-047 Steam Cleaner - Self Contained	day	\$425.00	
WASH	WASH ER-4-048 Surface Cleaner - 3,000 psi	day	\$175.00	
WASH	WASH ER-4-049 Wash Pump 2" - diesel powered	day	\$110.00	
WASH	WASH ER-4-050 Wash Pump 2" - gasoline powered	day	\$90.00	
WASH	WASH ER-4-051 Wash Pump 3" - diesel powered	day	\$140.00	
WASH	WASH ER-4-052 Wash Pump 3" - gasoline powered	day	\$125.00	

Class Code - 5		Sorbents	UOM	Rate	Add'l
SORB	ER-5-011	Floor Gator - 50# bag	ea	\$25.00	
SORB	ER-5-012	Kitty Litter	ea	\$15.00	
SORB	ER-5-013	Mortar Mix, 40# bag	ea	\$18.00	
SORB	ER-5-014	Oil Avenger - Granular - 50# bag	ea	\$28.00	
SORB	ER-5-015	Oil Gator - 30# bag	ea	\$43.00	
SORB	ER-5-016	Oil Sponge - General Purpose - 30# bag	ea	\$33.00	
SORB	ER-5-017	Oil-Dri - Granular - 50# bag	ea	\$25.00	
SORB	ER-5-018	Peat Moss - 2 cu. ft.	ea	\$37.00	
SORB	ER-5-019	Snare Boom, Viscous Oil - 50' on Rope	ea	\$90.00	
SORB	ER-5-020	Snare, Viscous Oil 30 / bag	ea	\$75.00	
SORB	ER-5-021	Sorbent, Boom 5" x 10' - 4 / bale (petro)	bale	\$119.00	
SORB	ER-5-022	Sorbent, Boom 5" x 10' - 4 / bale (univ)	bale	\$135.00	
SORB	ER-5-023	Sorbent, Boom 8" x 10' - 4 / bale (petro)	bale	\$175.00	
SORB	ER-5-024	Sorbent, Boom 8" x 10' - 4 / bale (univ)	bale	\$200.00	
SORB	ER-5-025	Sorbent, Industrial Rug 36" x 300'	ea	\$255.00	
SORB	ER-5-026	Sorbent, Pads - 100 / bale (chem)	bale	\$70.00	
SORB	ER-5-027	Sorbent, Pads - 100 / bale (petro)	bale	\$62.00	
SORB	ER-5-028	Sorbent, Pads - 100 / bale (univ)	bale	\$105.00	
SORB	ER-5-029	Sorbent, Roll - 144' x 38" x 3/8" (petro)	ea	\$155.00	
SORB	ER-5-030	Sorbent, Sweep - 100' x 17" x 1/4"	ea	\$125.00	
SORB	ER-5-031	Sphag Sorb - 2 cu. ft.	ea	\$43.00	
SORB	ER-5-032	Vermiculite - 2 cu. ft.	ea	\$30.00	
SORB	ER-5-033	Zorbent, Absorbent material - 50# bag	ea	\$60.00	

Class Code - 6		Haz-Mat Equipment	UOM	Rate	Add'l
HAZ	ER-6-010	Betz" Emergency Offloading Valve	day	\$500.00	
HAZ	ER-6-011	Chlorine "A" Kit	day	\$500.00	
HAZ	ER-6-012	Chlorine "B" Kit	day	\$750.00	
HAZ	ER-6-013	Chlorine "C" Kit	day	\$1,000.00	
HAZ	ER-6-014	Coliwasa, Disposable Glass Tubing	ea.	\$20.00	
HAZ	ER-6-015	Compressor, Corken 2"	day	\$1,750.00	
HAZ	ER-6-016	Drill, Pneumatic	day	\$100.00	
HAZ	ER-6-017	HAZ-MAT Test Kit	day	\$125.00	+ \$ 30.00 / test
HAZ	ER-6-018	Laboratory Analysis		cost+20%	
HAZ	ER-6-019	Nitrogen, Gas Cylinder Refill	ea	\$35.00	
HAZ	ER-6-020	Nitrogen, Liquid Purge		cost+20%	
HAZ	ER-6-021	pH Meter	day	\$50.00	
HAZ	ER-6-022	pH Pen	day	\$25.00	
HAZ	ER-6-023	Safety Shower, Emergency - (portable)	day	\$125.00	
HAZ	ER-6-024	Sample Kit - Stainless Steel	day	\$25.00	
HAZ	ER-6-025	Sample Tubing - Tygon 1/4"	ft	\$3.00	
HAZ	ER-6-026	Sample, Soil Auger - Stainless Steel	day	\$75.00	
HAZ	ER-6-027	Stinger, 1-1/2" x 60" - PVC	day	\$25.00	
HAZ	ER-6-028	Stinger, 1-1/2" x 60" - Stainless Steel	day	\$50.00	
HAZ	ER-6-029	Tedlar Bag	ea	\$60.00	
HAZ	ER-6-030	Thermometer, Infrared	day	\$75.00	

Class Code - 7	Drums and Containers	UOM	Rate	Add'l
CONT ER-7-010	Drum Dolly	day	\$40.00	
CONT ER-7-011	Drum Labels	ea	\$3.00	
CONT ER-7-012	Drum Lift - Forklift Attachment	day	\$40.00	
CONT ER-7-013	Drum Liner, 6 ml	ea	\$2.00	
CONT ER-7-013.5	Drum Liner, 6 ml (Roll) 50 / roll	roll	\$90.00	
CONT ER-7-014	Drum Patch Kit	ea	\$75.00	
CONT ER-7-015	Drum Sling	day	\$20.00	
CONT ER-7-016	Drum Wrench - Brass (Bung Wrench)	day	\$15.00	
CONT ER-7-017	Drum, 55 Gallons CT - Poly	ea	\$65.00	
CONT ER-7-018	Drum, 55 Gallons CT - Steel	ea	\$65.00	
CONT ER-7-019	Drum, 55 Gallons OT - Poly	ea	\$65.00	
CONT ER-7-020	Drum, 55 Gallons OT - Steel	ea	\$65.00	
CONT ER-7-021	Drum, 85 Gallons Salvage - Steel	ea	\$165.00	
CONT ER-7-022	Drum, 95 Gallon Over Pack - Poly	ea	\$310.00	
CONT ER-7-023	Frac Tank - 250 bbl capacity (mini)	day	\$55.00	
CONT ER-7-024	Frac Tank - 500 bbl capacity	day	\$75.00	
CONT ER-7-025	Frac Tank - 500 bbl capacity (Stainless)	day	\$175.00	
CONT ER-7-026	Lab Pack, 10 Gallon	ea	\$50.00	
CONT ER-7-027	Lab Pack, 5 Gallon	ea	\$40.00	
CONT ER-7-028	Poly Tanks 1,000 - 8,000 Gallons	day	cost+20%	
CONT ER-7-029	Roll Off Box, 20 - 30 cu. yd. (wt) Roll Top	day	\$75.00	
CONT ER-7-030	Roll Off Box, 20 - 30 cu. yd. (wt) Tarped	day	\$25.00	
CONT ER-7-031	Secondary Containment (Frac Tank)	day	\$55.00	
CONT ER-7-032	Tank Trailer - 150 bbl capacity	day	\$200.00	
CONT ER-7-033	Tote - Poly - 325 Gallons	day	\$75.00	
CONT ER-7-034	Vacuum Box, 25 cu. yd.	day	\$65.00	

Class Code - 8	Miscellaneous Equipment	UOM	Rate	Add'l
MISC ER-8-010	Air Compressor 12 cfm - Gasoline	day	\$90.00	
MISC ER-8-011	Air Compressor 185 cfm - Diesel	day	\$250.00	
MISC ER-8-012	Air Compressor 20 cfm - Gasoline	day	\$180.00	
MISC ER-8-013	Air Compressor 375 cfm - Diesel	day	\$325.00	
MISC ER-8-014	Barrier Tape	roll	\$29.00	
MISC ER-8-015	Bill Of Lading	ea	\$2.00	
MISC ER-8-016	Binoculars	day	\$10.00	
MISC ER-8-017	Blower, Air Horn - Confined Space	day	\$50.00	
MISC ER-8-018	Blower, Coppus - Confined Space	day	\$90.00	
MISC ER-8-019	Chain 25' Tow	day	\$20.00	
MISC ER-8-020	Chain Saw	day	\$125.00	
MISC ER-8-021	Decon Pool, Equipment 20' x 100'	day	\$250.00	
MISC ER-8-022	Decon Pool, Equipment 20' x 60'	day	\$210.00	
MISC ER-8-023	Decon Pool, Equipment 20' x 50'	day	\$200.00	
MISC ER-8-024	Drill, Pneumatic	day	\$100.00	
MISC ER-8-025	Drop Light, Explosion Proof / Electric	day	\$90.00	
MISC ER-8-026	Epoxy Stick	ea	\$12.00	
MISC ER-8-027	Extension Cord - 100'	day	\$20.00	
MISC ER-8-028	Fence - Safety Orange	roll	\$75.00	
MISC ER-8-029	Flashlight	day	\$15.00	
MISC ER-8-030	Generator 4 - 5 kw	day	\$175.00	+ fuel
MISC ER-8-031	Generator 6 - 8 kw	day	\$250.00	+ fuel
MISC ER-8-032	Generator 8 - 12 kw	day	\$325.00	+ fuel
MISC ER-8-033	Grounding / Bonding Cables - Rods	day	\$25.00	
MISC ER-8-034	Hand Cleaner	ea	\$15.00	
MISC ER-8-035	Hand Tools (shovel, rake, net...)	day	\$15.00	
MISC ER-8-036	Hand Tools (wrenches, sockets)	day	\$15.00	
MISC ER-8-037	Heat Stress	man/day	\$10.00	
MISC ER-8-038	Hole Saw - 2 - 1/2"	ea	\$25.00	
MISC ER-8-039	Lockout - Tagout Kit	day	\$50.00	
MISC ER-8-040	Manifest - Waste	ea	\$5.00	
MISC ER-8-041	Mercon Wipes	ea	\$1.25	
MISC ER-8-042	Mercury Indicator Powder - 250 grams	ea	\$62.50	
MISC ER-8-043	Mercury Vacuum, Stainless Steel	day	\$225.00	
MISC ER-8-044	Oxy - Acetylene Cutting Outfit	day	\$210.00	
MISC ER-8-045	Paint, Ground Marking	can	\$12.00	
MISC ER-8-046	Pallet Grabber	day	\$40.00	
MISC ER-8-047	Pallet Jack	day	\$75.00	
MISC ER-8-048	Personal Decontamination Brush	ea	\$8.00	
MISC ER-8-049	Personal Decontamination Pool	ea	\$45.00	
MISC ER-8-050	pH Strips (Box)	box	\$15.00	
MISC ER-8-051	Pipeline Probe	day	\$15.00	
MISC ER-8-052	Plug - N - Dike	can	\$21.00	
MISC ER-8-053	Pollution Bags - 6 ml - (100 / roll)	roll	\$120.00	
MISC ER-8-054	Pollution Can - 20 Gallon	ea	\$25.00	
MISC ER-8-055	Pool, Personnel Decontamination	ea	\$22.00	

MISC	ER-8-056	Portable Lighting - Electric Halogen	day	\$70.00	
MISC	ER-8-057	Portable Lighting - Light Tower 6kW - 4 lamp	day	\$150.00	+ fuel
MISC	ER-8-058	Rags - Cotton 50# box (General Purpose)	box	\$40.00	
MISC	ER-8-059	Roll of Box Liner	ea	\$50.00	
MISC	ER-8-060	Rope 1/2" Poly x 600'	roll	\$75.00	
MISC	ER-8-061	Rope 1/4" Poly x 600'	roll	\$45.00	
MISC	ER-8-062	Rope 3/4" Poly x 600'	roll	\$85.00	
MISC	ER-8-063	Rope 3/8" Poly x 600'	roll	\$65.00	
MISC	ER-8-064	Sample Jar - 1/2 pint	ea	\$2.00	
MISC	ER-8-065	Sample Jar - pint	ea	\$2.00	
MISC	ER-8-066	Sample Jar - Quart	ea	\$2.00	
MISC	ER-8-067	Scare Cannon - Propane Operated (automatic)	day	\$200.00	
MISC	ER-8-068	Shop Vac - Wet / Dry	day	\$90.00	
MISC	ER-8-069	Stake, Wooden Survey	ea	\$2.00	
MISC	ER-8-070	T - Post 5' - Steel	ea	\$12.00	
MISC	ER-8-071	T- Post Driver	day	\$25.00	
MISC	ER-8-072	Tape, Chemical (PPE)	roll	\$33.00	
MISC	ER-8-073	Tape, Duct	roll	\$12.00	
MISC	ER-8-074	Tape, Flagging (fluorescent)	roll	\$9.50	
MISC	ER-8-075	Tape, Teflon	roll	\$5.00	
MISC	ER-8-076	Tiller, Gas Operated	day	\$115.00	
MISC	ER-8-077	Visqueen 20' x 100'	roll	\$90.00	
MISC	ER-8-078	Visqueen 40' x 100'	roll	\$140.00	
MISC	ER-8-079	Weed Eater (2 cycle)	day	\$90.00	
MISC	ER-8-080	Welding Machine	day	\$225.00	
MISC	ER-8-081	Welding Supplies	ea	cost 20%	
MISC	ER-8-082	Wheel - Measuring / Roller	day	\$20.00	
MISC	ER-8-083	Wheelbarrow	day	\$25.00	

Class Code - 9		Communications Equipment	UOM	Rate	Add'l
COMM	ER-9-010	Cellular Phone	day	\$25.00	
COMM	ER-9-011	Computer and Printer	day	\$75.00	
COMM	ER-9-012	Copier	day	\$90.00	
COMM	ER-9-013	Digital Camera	day	\$25.00	
COMM	ER-9-014	Facsimile Machine	day	\$50.00	
COMM	ER-9-015	Global Positioning System	day	\$40.00	
COMM	ER-9-016	Photos - Prints - Digital Copies		cost+20%	
COMM	ER-9-017	Radio, 2 way Hand Held	day	\$25.00	
COMM	ER-9-018	Radio, 2 way Hand Held - UL approved	day	\$50.00	
COMM	ER-9-019	Satellite Telephone		cost+20%	
COMM	ER-9-020	Video Camera	day	\$75.00	
COMM	ER-9-021	Trailer, Mobile Command Unit	Day	\$2,000.00	

Class Code - 10		Chemicals and Neutralizers	UOM	Rate	Add'l
CHEM	ER-10-010	Acetic Acid - 5 gallon pail	ea	\$85.00	
CHEM	ER-10-011	Acetic Acid - 55 gallon drum	ea	\$925.00	
CHEM	ER-10-012	Ammonia - Household	gal	\$8.00	
CHEM	ER-10-013	Bleach, Household 5% - 1 gallon	ea	\$5.00	
CHEM	ER-10-014	Citric Acid - 50# bag	ea	\$72.00	
CHEM	ER-10-015	D-Limonator - 5 gallon pail	ea	\$152.50	
CHEM	ER-10-016	D-Limonator - 55 gallon drum	ea	\$1,655.00	
CHEM	ER-10-017	Ecosorb - Mercapthan Neutralizer	gal	\$79.50	
CHEM	ER-10-018	Hydrochloric Acid - 30% solution	gal	\$8.50	
CHEM	ER-10-019	Hydrogen Peroxide - 55 gallon drum	ea	\$520.00	
CHEM	ER-10-020	Micro-Blaze - 5 gallon	ea	\$195.00	
CHEM	ER-10-021	Petro-Clean - 5 gallon	ea	\$182.50	
CHEM	ER-10-022	Petro-Clean 55 gallon	ea	\$1,750.00	
CHEM	ER-10-023	PS-51, Degreaser - 55 gallon drum		cost+20%	
CHEM	ER-10-024	Soda ASH - 50# bag	ea	\$21.00	
CHEM	ER-10-025	Sodium Bicarbonate - 50# bag	ea	\$36.00	
CHEM	ER-10-026	Sodium Carbonate (fly ash)		cost+20%	
CHEM	ER-10-027	Sodium Hydroxide - 50% solution	gal	\$50.00	
CHEM	ER-10-028	Sodium Hypochlorite - 10% solution	gal	\$7.50	
CHEM	ER-10-029	Vapor Scrub	gal	\$25.00	

Attachment "A" - 2011 Emergency Response Price Schedule
 Fuel Surcharge Letter / Schedule

At Anderson Pollution Control, Inc., we work diligently to provide you the best possible services at rates, which are highly competitive. Regrettably, due to the dramatic rise in the price for diesel fuel, we must ask that you accept a temporary increase in rates in the form of a fuel surcharge.

We will implement a fuel surcharge for all equipment such as (but not limited to) DOT trucks, pickup trucks, and / or any fuel burning equipment which is not noted as a "plus fuel" item on the preceeding price schedule. The surcharge will be determined in the following fashion taken from the the USDOE (United States Department of Energy) national average of diesel fuel pricing.

National Avg. Price / Gal		Surcharge Percent Applied to Hourly / Daily Rate of Equipment
\$2.10	\$2.19	14%
\$2.20	\$2.29	15%
\$2.30	\$2.39	16%
\$2.40	\$2.49	17%
\$2.50	\$2.59	18%
\$2.60	\$2.69	19%
\$2.70	\$2.79	20%
\$2.80	\$2.89	21%
\$2.90	\$2.99	22%
\$3.00	\$3.09	23%
\$3.10	\$3.19	24%
\$3.20	\$3.29	25%
\$3.30	\$3.39	26%
\$3.40	\$3.49	27%
\$3.50	\$3.59	28%
\$3.60	\$3.69	29%
\$3.70	\$3.79	30%
\$3.80	\$3.89	31%
\$3.90	\$3.99	32%
\$4.00	\$4.09	33%
\$4.10	\$4.19	34%
\$4.20	\$4.29	35%

Attachment "B" - 2011 Emergency Response Price Schedule
 Explanation / Clarification to Emergency Response Rate Schedule

Personnel:

Experienced supervisory, technical, and equipment operating personnel are available for emergency spill response and spill cleanup operations, 24 hours per day, 365 days per year. Normal hours of operation are from 0700 hours (7:00 a.m.) to 1600 hours (4:00 p.m.) Monday through Friday. All labor charges will be in accordance with Anderson Pollution Control, Inc. service receipts. Charges for personnel are portal to portal. Anderson Pollution Control, Inc. will invoice customer for personnel and the time required to mobilize, service, repair, and restock all vehicles and response equipment used in the performance of services. **Overtime Rates** for personnel will be charged at a rate of time and one half between 1600 hours (4:00 p.m.) and 0700 hours (7:00 a.m.) Monday through Thursday, and between the hours of 1600 hours and 0700 hours on Friday through 0700 hours on Monday. **Doubletime Rates** will be applied to the following National Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **A 4-hour minimum call-out charge will apply to all labor / equipment call-outs.**

In the event that Anderson Pollution Control, Inc. responds to a request from a governmental agency and/or third party and/or customer and/or on behalf of customer for record gathering and/or litigation support, including but not limited to any proceeding, deposition, hearing, or trial, and whether during the performance of services or any time after; Customer hereby agrees to and will pay to Anderson Pollution Control, Inc. the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse Anderson Pollution Control, Inc. for reasonable expenses incurred as a result including transportation, parking and/or lodging if necessary.

Travel, Lodging, and Per Diem:

For all Anderson Pollution Control, Inc. employees and designees who do not reside in the local commuting area from the work site, a minimum Per Diem charge of \$ 125.00 per day per employee will be invoiced to the customer for such expenses incurred. Furthermore, any expenses for commercial transportation will be invoiced back to the customer at a rate of cost plus 20%.

Automotive Equipment:

All automotive equipment rate charges are portal to portal. A 4 hour minimum times will be charged on all call-out services. A mileage charge of \$ 0.50 per mile after the first 50 miles will be added to all automotive equipment. A fuel and insurance surcharge will be assessed on all autos and equipment. (See Attachment "A" for surcharge schedule). Fuel and insurance Surcharges are calculated on the hourly or daily rate of equipment / autos times the percentage applied based on National Diesel Fuel Price Average according to the USDOE.

Equipment Decontamination:

Spill control equipment is billed on a time and material basis from portal to portal, and will continue until decontamination or washout services are complete. Third party washout facility's charges will be billed at a rate of cost plus 20%.

Damaged or Contaminated Equipment Replacement:

If, during performance of a service and/or services for a customer, equipment sustains damage which renders the equipment beyond repair or renders decontamination impossible, said equipment will be subject to a replacement charge at Anderson Pollution Control, Inc.'s cost plus 20% unless said damage was sustained as a result of misuse by an Anderson Pollution Control, Inc. employee.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Fuel Surcharge:

A fuel surcharge will be assessed on all hourly/daily equipment /vehicle rate will be charged on all motorized equipment. The fuel surcharge calculation Anderson Pollution Control, Inc. is listed as "Attachment A" of this document. Charges will be assessed on equipment only. Further explanation of fuel surcharge calculations are also mentioned in the "Automotive Equipment" Section of this document.

Insurance:

The rates in the rate schedule include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of insurance will be forwarded upon request. These rates do **NOT** include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 9010950). For work performed under this statute, an additional 69% surcharge per \$ 100 00 of wages will be assessed on labor ONLY.

Stand-By Rates:

Stand-by rate will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem, while equipment will be billed at half the daily or hourly rate until utilized or released. A minimum daily charge of eight (8) hours per day will be billed for standby work done outside of 150-mile radius of employee's home office.

Place of Performance:

the procurement of Anderson Pollution Control, Inc.'s services may not be in the same county as the work-site area. Customer is obligated to make payment to Anderson Pollution control, Inc. in Montgomery County, Texas for services provided. Because this agreement has been procured and/or managed and administered by Anderson Pollution Control, Inc.'s corporate office in Montgomery County, Texas. The validity, interpretation, and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Montgomery County, Texas

Subcontract Services / Third Party Services:

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials, and goods regardless of whether such equipment, materials, and goods appear on Anderson Pollution Control, Inc.'s rate schedule. This includes but is not limited to personnel, equipment, materials or goods, laboratory services, damage waivers and/or other services. Cost, as used herein, is defined as the amount invoiced to Anderson Pollution Control, Inc. by a third party supplier of materials, goods, personnel, equipment, and/or services.

Taxes:

All domestic, federal, state, and municipal taxes, except income taxes and ad-valorem taxes, now and hereinafter imposed with respect to services rendered, to rental equipment, to the processing, manufacture, repair, and to the delivery and transportation of equipment and supplies will be added to become part of the total price payable by the customer. If a customer claims an exemption from payment of Texas Sales and Use Tax, the customer will be required to render an exemption certificate or a Resale Certification to Anderson Pollution Control, Inc. for said exemption to apply to the services rendered. If for any reason the services rendered result in the assessment of foreign income taxes, excise taxes, or other fees alleged as owing to a foreign state or government, the customer will pay directly the amount of any assessment or fee. In the event Anderson Pollution Control, Inc. pays any such foreign tax or fee directly, customer will promptly reimburse Anderson Pollution Control, Inc. for such amount.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Terms:

The term of payment for all invoices is Net 15 days upon receipt of invoice in US Dollars (USD) (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one half percent (1.5 %) per month beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Anderson Pollution Control, Inc. at it's principal office at 1011 West Lewis - Suite A -- Conroe, Texas 77301-2219 in Montgomery County, Texas.



OIL SPILL REMOVAL ORGANIZATION

SWS ENVIRONMENTAL SERVICES

OSRO No. 247

**SWS ENVIRONMENTAL SERVICES
(CORPORATE)**

600 GRAND PANAMA BOULEVARD (SUITE 200)

PANAMA CITY BEACH, FLORIDA 32407

24 HOUR CONTACT – 1-877-742-4215

www.swsenvironmental.com



Mr. Brent Peterson
Flint Hills Resources

SWS Environmental Services (SWS) prides itself on being one of the premier *Emergency Response* contractors in the United States with Service Centers strategically located throughout multiple Marine Safety Office (MSO) / Captain of the Port (COTP) sectors. SWS Service Centers are equipped with state-of-the-art Oil Spill Removal Organization (OSRO) equipment that can be immediately dispatched to any accessible location required. Response coverage is also available throughout the following MSO/COTP sectors:

- Sector Key West
- Sector Miami
- Sector Jacksonville
- Sector St. Petersburg
- Sector Charleston
- Sector New Orleans
- Sector Mobile
- Sector Lower Mississippi River (Formally MSO/COTP Memphis)
- Sector Ohio Valley (Formally MSO/COTP Louisville)
- Sector Corpus Christi
- Sector Houston-Galveston

Sub-ports:

- Jacksonville (Port Canaveral, Florida)
- Mobile (Port of Panama City, Florida)
- Miami (Port of Everglades, Florida)
- Tampa (Port Manatee, Florida)

SWS has met all criteria to qualify as a responder for the River/Canal and Inland categories within the Coast Guard OSRO classification guidelines dated April 27, 200, including:

- MMPD = Maximum Most Probable Discharge
- WCD = Worst Case Discharge (WCD1, WCD2, and WCD3)
- Tiers 1, 2, and 3 = The combination of response resources and the times within which the resources must be capable of arriving on-scene to meet WCD resource requirements as defined in 33 CFR 154.1020 and 33 CFR 155.1025.
- Group V Capable Classified (Sunken Oil Removal)

The attached documentation will provide a comprehensive overview of SWS and our capabilities for responding 24 hours a day, 7 days a week, 365 days a year. For additional information, please contact us at 1-877-742-4215 or you can visit our website at www.swsenvironmental.com.

Respectfully Submitted,
SWS Environmental Services

USCG CLASSIFICATION MATRIX



SWS Environmental Services - OSRO Number 247 USCG Classification Matrix

COTP Zone:	Operating Environment	Facility MMPD	Facility WCD1	Facility WCD2	Facility WCD3	Vessel MMPD	Vessel WCD1	Vessel WCD2	Vessel WCD3
Jacksonville - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jacksonville - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jacksonville(Port Canaveral, FL) - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jacksonville(Port Canaveral, FL) - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Key West - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Key West - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Miami - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Miami - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ohio Valley - DISTRICT 8	River or Canal	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Ohio Valley - DISTRICT 8	Inland	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Paducah - DISTRICT 8	River or Canal	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Paducah - DISTRICT 8	Inland	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Savannah - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Savannah - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
St. Petersburg - DISTRICT 7	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
St. Petersburg - DISTRICT 7	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Corpus Christi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Houston - DISTRICT 8	River or Canal	~	~	Yes	Yes	Yes	Yes	Yes	Yes
Port Arthur - DISTRICT 8	River or Canal	~	~	Yes	Yes	Yes	Yes	Yes	Yes

SERVICE CENTER LOCATION(S)



EQUIPMENT DEPLOYMENT REPORT(S)



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 11-27-12. SWS JOB#: FL3-207-1778

NAME OF SUPERVISOR: Aric BARKER PHONE/FAX: 954-957-7271

RESPONSIBLE PARTY: FPL SERVICE CENTER FL-255

MSO/COTP ZONE Fort Lauderdale.

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

FPL Fort Lauderdale plant - Cooling pond. New Finger Canal.

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

2-500' sections of hard Containment Boom pulled off of Boom Trailer and Boom Reel. One Fast Tank + Skimmer w/ 2" dewatering pump.

PERSONNEL: [List by category]

Aric BARKER - Supervisor. Lenford Dennis - Foreman, Anthony Foster - Tech, Mark Johnson - Tech.

ADDITIONAL REMARKS:

None. Annual drill deployment exercise.

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated; 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

11-27-12

DATE

Aric BARKER

PRINT NAME OF SUPERVISOR

[Signature]
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 10-25-2012 SWS JOB#: PD3-210-1494

NAME OF SUPERVISOR: Richard Kell PHONE/FAX: 270-444-8003/270-

RESPONSIBLE PARTY: Midwest Terminal (Annual Spill Drill) SERVICE CENTER

MSO/COTP ZONE Louisville, Ky. Ohio Valley

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

(UNSHeltered)

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

MM 935.5 on the Ohio River at the midwest Terminal Dock

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center. 2-28' work boats, 2-26' work boats, 1 NRC Barge set with fast flow skimmer, 1-drum skimmer, 1000' of 18" containment boom. The Command Center was set up at Walker Hall in Paducah, Ky. Were the table top exercise was held.

PERSONNEL: [List by category]

1-Project Manager, 1- Supervisor, 1-Safety, 4- Boat Operators, 13-Technicians

ADDITIONAL REMARKS:

This was a Table Top Drill and Equipment Deployment exercise put on for several of the local industries required to have these drills. The Coast Guard and other local government agencies play a part in the drill.

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
2) Involved personnel demonstrated competency in deployment and operation of the equipment.

October 25, 2012

DATE

PRINT NAME OF SUPERVISOR

SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 10/11/12 SWS JOB#: FC3-210-1155

NAME OF SUPERVISOR: Mike Bevacqua PHONE/FAX: 813-241-0282 / 813-241-6765

RESPONSIBLE PARTY: Hess Corporation SERVICE CENTER Tampa

MSO/COTP ZONE Tampa

ENVIRONMENT (CIRCLE ONE)

{ PROTECTED }

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

Ybor Channel

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
1000' 18" containment boom, 1-26' work boat, 1- Vacuum Truck & 1-72" drum skimmer

PERSONNEL: [List by category]

1-Project Mgr, 1-Supervisor, 1-Boat Operator, 1-Vacuum Truck Operator & 2-Technicians

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
2) Involved personnel demonstrated competency in deployment and operation of the equipment.

10.11.12
DATE

Mike Bevacqua
PRINT NAME OF SUPERVISOR

[Signature]
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, wether during actual spill response, training or exercise / drills must be Properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and Operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 10/11/12 SWS JOB#: FM3-207-1782

NAME OF SUPERVISOR: Marty Searcy PHONE/FAX: 813-299-1637

RESPONSIBLE PARTY: Florida Power and Light (FPL) SERVICE CENTER Ft. Myers S.C

MSO/COTP ZONE Sector St. Petersburg Fl.

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

Drill took place in sheltered waters on the Caloosahatchee River at the FPL Power Plant in Ft. Myers Florida

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

FPL established Command and Communications Center within the Power Plant, FPL supplied radios channel (3)

Equipment deployed, 1- 20' plant owned boat, 1- 24' SWS boat and 1- 20' Fire Department boat. 1- 2' drum skimmer, 1-2" diaphragm pump, 1,000' River boom and 1- fast tank.

PERSONNEL: [List by category]

FPL Plant personnel, Command / Communications and operations

SWS – Supervisors Marty Searcy (land) and Eric Cooper (water)

SWS – Technicians Derrick Smiley (land) and James Dyess (water)

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
2) Involved personnel demonstrated competency in deployment and operation of the equipment.

10-11-12
DATE

Marty Searcy
PRINT NAME OF SUPERVISOR

Marty Searcy
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying Operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training

RESPONSIBLE PARTY: FP&L Putnam Plant

RP CONTACT: Tammy Pratt

RP PHONE #: 386-329-4658

RP FAX #: _____

SWS SUPERVISOR: Stacy Murphy

SWS JOB #: OR3-207-1789

START DATE OF PROJECT: 10/4/2012

SWS SERVICE CENTER: ORL

SWS PHONE #: 800-852-8878

MSO / COTP SECTOR: _____

ENVIRONMENT (CHECK ONE)

PROTECTED

SHELTERED

UNSHeltered

GEOGRAPHICAL DESCRIPTION (Facility, Body of Water, Miles of Shore)

St Jones River at FP&L Putnam Facility @ Water Intake by the FP&L Boat Ramp

EQUIPMENT DEPLOYED Boom (minimum 1,000 ft of hard boom), skimmers, vacuum trucks, boats, temporary storage devices, Command/Communications Center.

1200' of 18" Containment Boom, 1- Large Munson Boat, Fast Tank and 2500 gallon Fast Tank

2" recovery pump

SWS PERSONNEL: List by category (supervisor, foreman, equipment operator, technician, etc.)
Stacey Murphy – Supervisor, Steve Wade – Technician, Jonathan Camacarro - Technician

ADDITIONAL REMARKS:

On 10/4/2012 SWS conducted a boom deployment drill at the FP&L Facility located in Putnam County on the St. Jones River. 1200 foot of 18 inch containment boom was deployed along

With a 2500 gallon Fast Tank and 2 inch recovery pump. When completed all equipment returned to ready status.

SWS CERTIFIES THAT:

- 1) The equipment is in good working order and was properly operated in the environment indicated;
- 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

10/4/12
DATE

Stacey Murphy
SWS SUPERVISOR

Steve Wade
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness

Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented.



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 9/12/12 SWS JOB#: Spill Drill

NAME OF SUPERVISOR: Todd Johnson PHONE/FAX: 210-566-8366

RESPONSIBLE PARTY: Koch Pipeline SERVICE CENTER Fort Worth, Texas

MSO/COTP ZONE Sector Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

North Texas spill into the Trinity River

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

Boom, boats, excavators, backhoes, skid steer, roll offs

Worst case spill drill scenario for tank failure and tank farm. Estimated 5000 ft of boom deployed

PERSONNEL: [List by category]

Todd Johnson (Emergency Services Manager)

Rod Norwood (Gulf District Manager)

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
2) Involved personnel demonstrated competency in deployment and operation of the equipment.

9/12/12
DATE

Todd Johnson
PRINT NAME OF SUPERVISOR

(on file)
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 5-18-2012 SWS JOB#: TX DOT Spill Drill
 NAME OF SUPERVISOR: Mark Chambers PHONE/FAX: 281-831-0888
 RESPONSIBLE PARTY: TX DOT SERVICE CENTER: La Porte
 MSO/COTP ZONE Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)
GALVESTON BAY CHANNEL ENTRY TO THE HARBOUR FERRY LANDING

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
2- 28 FT RESPONSE BOPATS 1100 FEET OF 18" CONTAINMENT BOOM 70 BARREL VAC TRUCK RECOVERY
36" DRUM SKIMMER

PERSONNEL: [List by category]
MARK CHAMBERS WATTY CAMPELL PHILIP BERNAL, JOSEPH GONZALES, LUIS FERNADEZ, MATT, DANIAL,
DERRICK RANKIN, DAYTRON FRANKLIN,

ADDITIONAL REMARKS:
ANNUAL SPILL DRILL BOATS AND BOOMS DEPLOYED VAC TRUCK AND SKIMMER SET UP AND OPERATED

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

5-18-2012
 DATE

Mark Chambers Sr.
 PRINT NAME OF SUPERVISOR

(On File)
 SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 5/16/2012 SWS JOB#: FL3-011-0295

NAME OF SUPERVISOR: Steve Wade PHONE/FAX: 954-957-7271

RESPONSIBLE PARTY: FPL SERVICE CENTER Fort Lauderdale

MSO/COTP ZONE Miami

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)
FPL Turkey Point Facility, Biscayne Bay Intracoastal waterway

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
1500' of 18" harbor boom, pumps, skimmer, and one 17' SeaArk boat and one 22' Munson boat.

PERSONNEL: [List by category]
Supervisor, three technicians

ADDITIONAL REMARKS:

Annual boom deployment exercise for FPL. Deployed FPL supplied boom from a boom reel. Pre-deployment and post-deployment briefings supplied by FPL

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

6/6/2012

Steve Wade

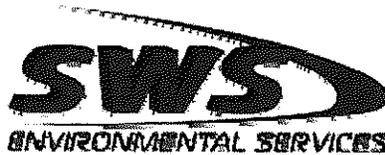
On File

DATE

PRINT NAME OF SUPERVISOR

SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS equipment used during spill response, drills or training

RESPONSIBLE PARTY: Marathon RP CONTACT: Mike Easterday

RP PHONE #: 615-394-2721 RP FAX #: N/A

SWS SUPERVISOR: Shawn Jones SWS JOB #: NS2-204-1188

START DATE OF PROJECT: 4/11/12 SWS SERVICE CENTER: NSH-220

SWS PHONE #: 800-852-8878 MSO / COTP SECTOR: Paducah

ENVIRONMENT (CHECK ONE) - Unsheltered

PROTECTED

SHELTERED

UNSHeltered

GEOGRAPHICAL DESCRIPTION (Facility, Body of Water, Miles of Shore)

Cumberland River 1,000 feet of shoreline

EQUIPMENT DEPLOYED: 1,000 feet of 18 inch river boom, vacuum truck, skimmer, 3 work boats

SWS PERSONNEL: List by category (supervisor, foreman, equipment operator, technician, etc.)

Sup. Shawn Jones, Operators- DJ Skaggs, Richard Kell, Doug Fredrick, T/2- Dustin Tomes, Royce Zoycheck, Mike Makey, Steve Bacon, SWS IC-Rob weber, Benny G. Howell

ADDITIONAL REMARKS: SWS deployed 1,000 feet of boom on the Cumberland River for the Marathon spill drill. Agency's involved were; TEMA, TDOT, USEPA, US Coast Guard, Metro Fire, Metro Police

SWS CERTIFIES THAT: 1) The equipment is in good working order and was properly operated in the environment indicated; 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

4/11/12
DATE

Benny G Howell
SWS SUPERVISOR

SIGNATURE ON FILE
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented.

Corporate Headquarters
600 Grand Panama Boulevard (Suite 200)
Panama City Beach, Florida 32407



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 4-9-12 SWS JOB#: FW1-204-1236
 NAME OF SUPERVISOR: David Frazier PHONE/FAX: 817-847-1333
 RESPONSIBLE PARTY: Excelon Power SERVICE CENTER Fort Worth
 MSO/COTP ZONE Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

Inlet Canal to Power Plant on Mountain Creek Lake Dallas TX

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

16' Boat w/ motor, Pds, Sorbent Boom (560') 18" Containment Boom (400') Vacuum Truck

PERSONNEL: [List by category]

<u>David Frazier</u>	<u>Supv</u>	<u>Kevin Brant</u>	<u>tech</u>	<u>Tim Horn</u>	<u>tech</u>
<u>Rod Newwood</u>	<u>OP</u>	<u>Bill Rickman</u>	<u>tech</u>	<u>Mike Gibson</u>	
<u>John Abbs</u>	<u>Tech</u>	<u>James Allen</u>	<u>tech</u>		

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

4-9-12
DATE

David Frazier
PRINT NAME OF SUPERVISOR

D.N. File
SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 3/19/2012 SWS JOB#: FC3-203-1360
 NAME OF SUPERVISOR: Kelly Halbert PHONE/FAX: 813-241-0282
 RESPONSIBLE PARTY: Kinder Morgan Pipeline SERVICE CENTER Tampa
 MSO/COTP ZONE Tampa

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

Port Tampa "Cut D" Channel

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

1,000 ft 12" hard containment boom, 1-26' boat

PERSONNEL: [List by category]

Kelly Halbert - Supervisor, Mike Gonzalez - Boat operator,
Anthony Foster - Deck Hand, Derrick Smiley - Technician

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

3/22/2012
 DATE

Mike Bevacqua
 PRINT NAME OF SUPERVISOR

[Signature]
 SUPERVISOR SIGNATURE

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ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 3/11/12SWS JOB#: AUL-203-1267NAME OF SUPERVISOR: Perry TaylorPHONE/FAX: 210-566-8366RESPONSIBLE PARTY: UPRRSERVICE CENTER AustinMSO/COTP ZONE Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

Lady Bird Lake Austin TX

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.

14' Boat w/ motor, Absorbent Pads, Absorbent Boom (1000')
18" Containment Boom (1000') Vacuum Truck, Roll off Boxes

PERSONNEL: [List by category]

<u>Perry Taylor</u>	<u>Supv</u>	<u>Caray McCrete</u>	<u>Tech</u>	<u>Alfred Golden</u>	<u>Tech</u>
<u>Arnon Creek</u>	<u>Tech</u>	<u>Calvin Smith</u>	<u>Tech</u>	<u>Custalvo Liles</u>	<u>Tech</u>
<u>Joseph Murray</u>	<u>Tech</u>	<u>Tesfu Casper</u>	<u>Tech</u>	<u>Arthur Franklin</u>	<u>Tech</u>

ADDITIONAL REMARKS:

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

3/11/12
 DATE

Perry Taylor
 PRINT NAME OF SUPERVISOR

ON File
 SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, wether during actual spill response, training or exercise / drills must be Properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and Operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 1/1/2012 SWS JOB#: HU1-112-1350
 NAME OF SUPERVISOR: Mark Chambers PHONE/FAX: 281-381-0888
 RESPONSIBLE PARTY: Unknown SERVICE CENTER: LaPorte
 MSO/COTP ZONE Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)
 HOUSTON SHIP CHANNEL @ 610 BRIDGE OUTFALL C-51

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
2- 28 FT RESPONSE BOATS 1100 FEET OF 18" CONTAINMENT BOOM 70 BARREL VAC TRUCK RECOVERY

PERSONNEL: [List by category]

MARK CHAMBERS WATTY CAMPBELL PHILIP BERNAL, JOSEPH GONZALES, LUIS FERNADEZ, MATT, DANIAL,
 DERRICK RANKIN, DAYTRON FRANKLIN,

ADDITIONAL REMARKS:
 ONGOING EVENT

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

MARK E CHAMBERS SR

Mark Chambers Sr.
 PRINT NAME OF SUPERVISOR

1/1/2012
 DATE

(On File)
 SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



ENVIRONMENTAL SERVICES

EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 1-3-2012 SWS JOB#: HU1-112-1350
 NAME OF SUPERVISOR: Mark Chambers PHONE/FAX: 281-831-0888
 RESPONSIBLE PARTY: Unknown SERVICE CENTER: La Porte
 MSO/COTP ZONE Houston-Galveston

ENVIRONMENT (CIRCLE ONE)

PROTECTED

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)
 HOUSTON SHIP CHANNEL @ 610 BRIDGE OUTFALL C-51

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
2- 28 FT RESPONSE BOATS 1100 FEET OF 18" CONTAINMENT BOOM 70 BARREL VAC TRUCK RECOVERY

PERSONNEL: [List by category]
 MARK CHAMBERS WATTY CAMPELL PHILIP BERNAL, JOSEPH GONZALES, LUIS FERNADEZ, MATT, DANIAL,
 DERRICK RANKIN, DAYTRON FRANKLIN,

ADDITIONAL REMARKS:
 ONGOING EVENT REMOVED 21 BAGS OF DEBRIS LOADED OUT INTO ROLL OFF BOXES REPLACED SORBENT
 BOOM IN THE UPSTREAM MANWAYS

I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
 2) Involved personnel demonstrated competency in deployment and operation of the equipment.

1-3-2012
 DATE

Mark Chambers
 PRINT NAME OF SUPERVISOR

(On File)
 SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



EQUIPMENT DEPLOYMENT REPORT

Documentation of SWS Environmental Services equipment used during spill response, drills or training.

PLEASE PROVIDE THE FOLLOWING INFORMATION UPON COMPLETION OF THE PROJECT

PROJECT DATE(S): 11/8/2011 - 2-16-2012 SWS JOB#: FCI-111-1169

NAME OF SUPERVISOR: Mike Bevacqua PHONE/FAX: (813) 241-0282

RESPONSIBLE PARTY: CSXT SERVICE CENTER Tampa

MSO/COTP ZONE McKay Bay at CSX Rockport pier

ENVIRONMENT (CIRCLE ONE)

{PROTECTED}

SHELTERED

UNSHelterED

GEOGRAPHICAL DESCRIPTION (FACILITY, BODY OF WATER, MILES OFFSHORE)

EQUIPMENT DEPLOYED [Types of boom, boats, temporary storage devices, Command/Communications Center.
1-28' work boat & 1000' of 18" containment boom

PERSONNEL: [List by category]
1-Supervisor, 1- Boat Operator & 5- Technicians

ADDITIONAL REMARKS:
Boom deployed around collapsed loading crane as an environmental precaution.

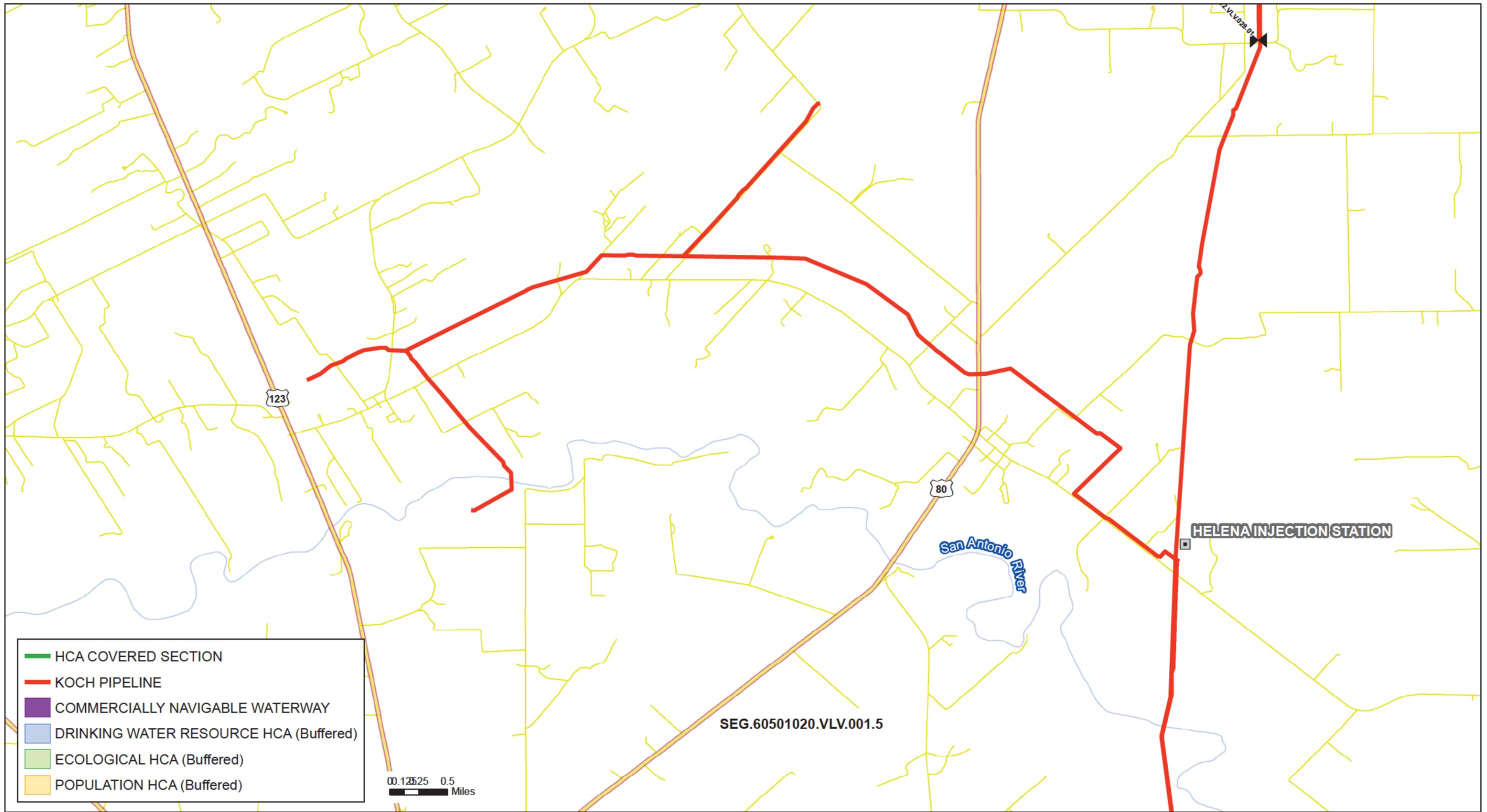
I certify that: 1) The equipment is in good working order and was properly operated in the environment indicated;
2) Involved personnel demonstrated competency in deployment and operation of the equipment.

2-28-2012
DATE

Mike Bevacqua
PRINT NAME OF SUPERVISOR

SUPERVISOR SIGNATURE

This report is used for crediting SWS's client response plan holders for OSRO equipment deployment under the Preparedness Response Exercise Program (PREP), all deployments, whether during actual spill response, training or exercise / drills must be properly documented. SWS must certify that: 1) Response equipment is operational; 2) Personnel are capable of deploying and operating the equipment in a spill response; and 3) Response resources participate in annual deployment drills.



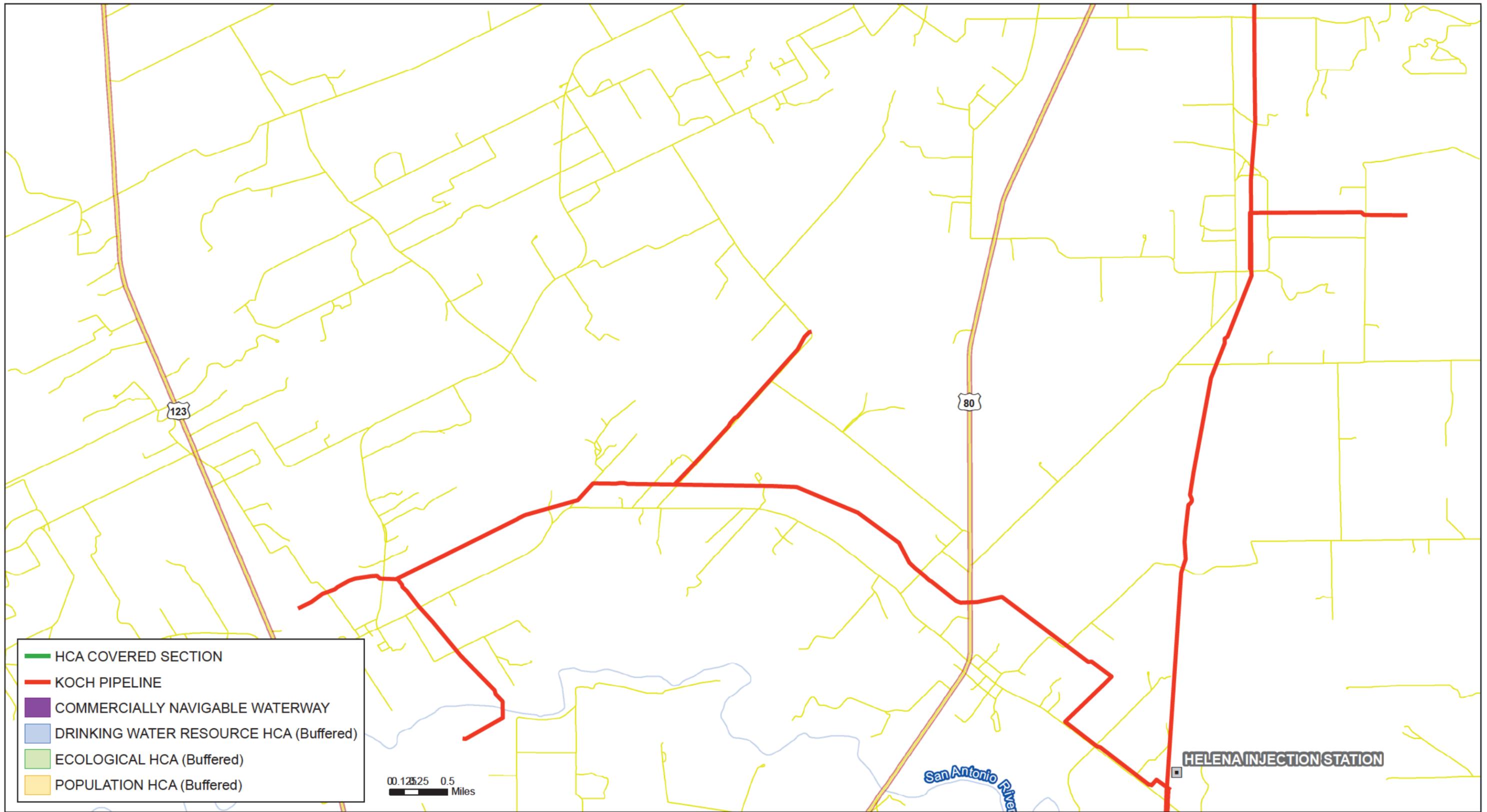
- HCA COVERED SECTION
- KOCH PIPELINE
- COMMERCIALLY NAVIGABLE WATERWAY
- DRINKING WATER RESOURCE HCA (Buffered)
- ECOLOGICAL HCA (Buffered)
- POPULATION HCA (Buffered)

0.125 0.25 0.5
Miles

N
↑
NO MAJOR RIVER CROSSINGS

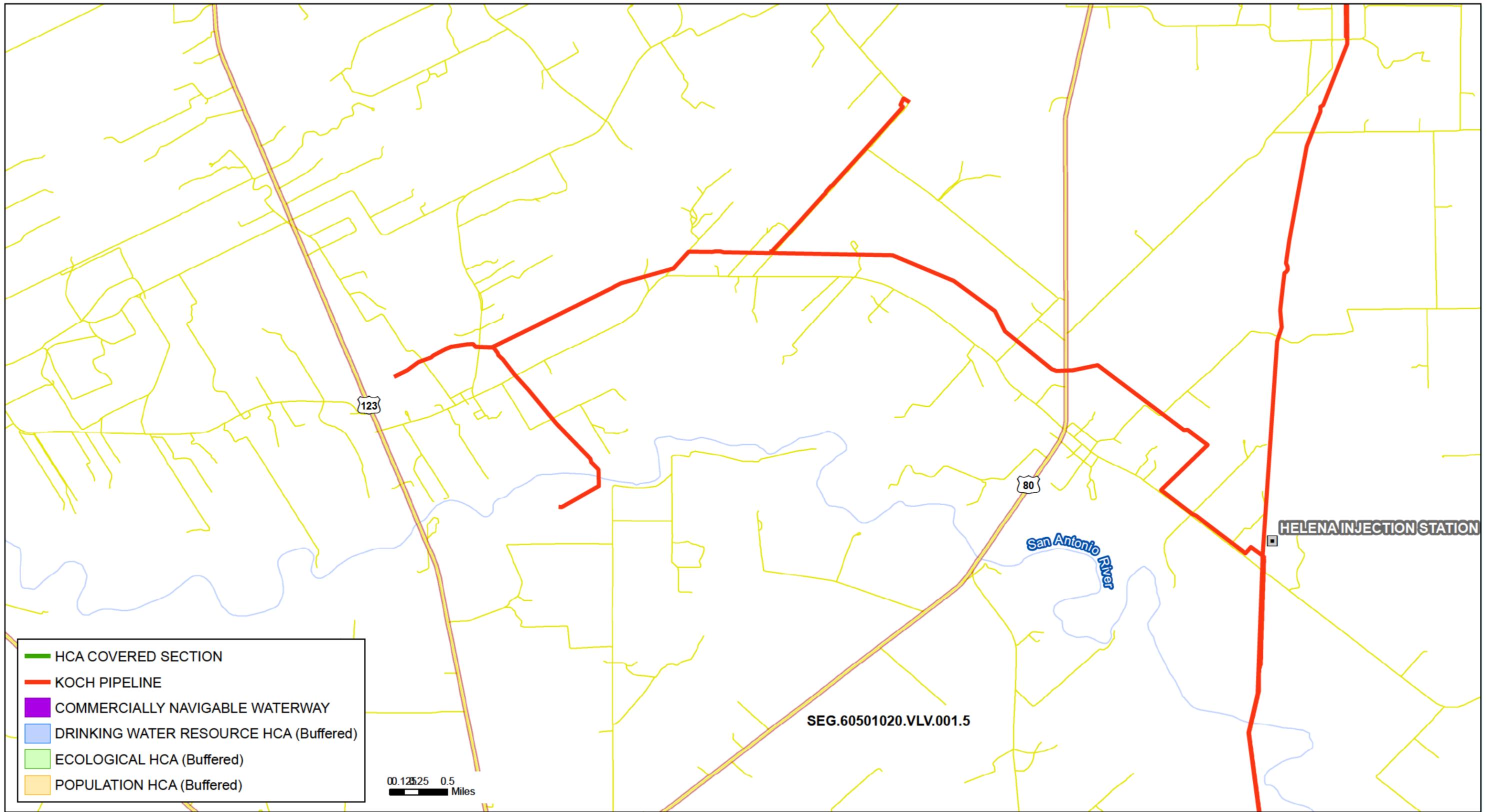
Overview
Helena Gathering, 8in.
Index: 60509050
Helena Gathering

Date: October 15, 2012



NO MAJOR RIVER CROSSINGS

Overview
JOGI Gathering, 6in.
Index: 60509051
JOG Gathering
Date: October 15, 2012



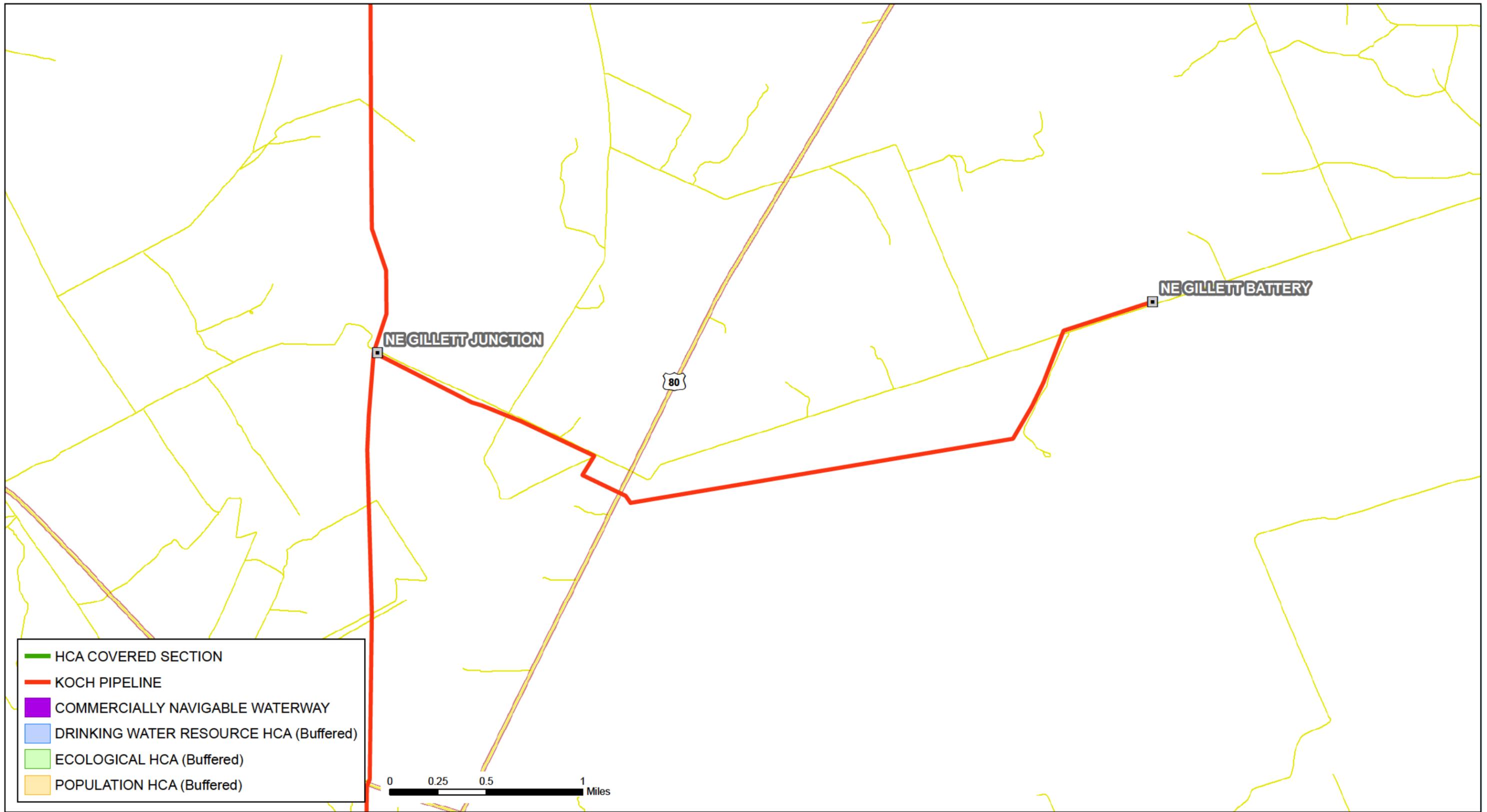
- HCA COVERED SECTION
- KOCH PIPELINE
- COMMERCIALLY NAVIGABLE WATERWAY
- DRINKING WATER RESOURCE HCA (Buffered)
- ECOLOGICAL HCA (Buffered)
- POPULATION HCA (Buffered)

0.125 0.25 0.5
 Miles

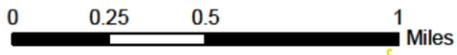
N

NO MAJOR RIVER CROSSINGS

Overview
 KAS Gathering, 8in.
 Index: 60509053
 KAS Gathering
 Date: April 11, 2013



- HCA COVERED SECTION
- KOCH PIPELINE
- COMMERCIALY NAVIGABLE WATERWAY
- DRINKING WATER RESOURCE HCA (Buffered)
- ECOLOGICAL HCA (Buffered)
- POPULATION HCA (Buffered)



NO MAJOR RIVER CROSSINGS

Overview

Gillett Gathering, 8in.
 Index: 60509100
 Gillett Gathering

Date: August 2, 2013

**INTERMITTENT SERVICE AGREEMENT
("Agreement")**

Effective Date: June 6, 2012
Agreement Number: 1200412-A

Contractor: Anderson Pollution Control, Inc.

PARTIES

This Agreement is by and between: Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC, Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC, Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC, Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC, Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC, Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP, Koch Pipeline Company, L.P.

(hereinafter collectively called "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and Anderson Pollution Control, Inc. (hereinafter called "Contractor"), whose business address is 2407 Albright Drive, Houston, TX 77017.

WORK AND TERM

1. Contractor will, as an independent contractor, directly or indirectly, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company and as agreed to by Contractor from time to time during the term of this Agreement (collectively, "Work") in conformity with the terms of this Agreement. Company does not guarantee an offer of Work to Contractor during the term of this Agreement. Company and Contractor agree, however, that any Work will be performed under the terms of this Agreement. As used herein, "Contractor Group" shall mean Contractor, its subcontractors and their respective employees, subcontractors, agents, representatives and invitees.

2. This Agreement shall be effective as of the date first above written and shall continue in effect thereafter until terminated by either party upon 30 days advance written notice to the other party; provided however that any termination by Contractor will be subject to Company's acceptance of any then pending or ongoing Work. In addition, Company may terminate any particular Work at any time for any reason, subject to payment of compensation (as detailed herein) for Work properly completed.

BILLING AND PAYMENT

3. Company shall compensate Contractor for Work at the rates mutually agreed upon by the parties from time to time for the applicable Work. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which Work is performed. Contractor shall furnish, upon demand, any records relating to the statement prior to or after payment by Company.

4. Company shall pay Contractor within thirty (30) days after the later of the following: (i) Company's receipt of the statement described above, or (ii) Company's acceptance of the applicable Work and Company's receipt of satisfactory evidence ("Lien Release") that all expenses and costs for materials and labor, relating to the applicable Work, have been fully paid by Contractor Group and the premises upon which the Work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Company shall have the right to withhold payment to Contractor until completion and acceptance of the applicable Work and its receipt of the Lien Release. Contractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Work. In the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Contractor. Payments made under this Agreement shall not constitute full or partial acceptance of the Work, or any part of the Work, by Company.

PERFORMANCE OF WORK

5. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Work.

6. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the Work, and shall submit proof thereof to Company.

7. Contractor shall perform the Work:

- (a) In a workmanlike manner using qualified, efficient and careful workers;
- (b) In accord with all plans, drawings and specifications;
- (c) In compliance with Company's safety rules and policies (including, without limitation, background check policies as allowed by applicable law);
- (d) In a manner to protect the Work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- (e) So as not to interfere with the operations of others on the premises; and
- (f) Under the supervision of an employee of Contractor.

If an employee, supplied by Contractor Group, is determined, or deemed, to be a borrowed servant (under applicable law), Contractor's obligations under this Agreement shall continue regardless of such characterization.

Contractor shall be responsible for the safety of Contractor Group. In addition, as relating to Contractor Group's activities hereunder, Contractor shall have full authority and responsibility to identify all hazardous conditions at the worksite. To the extent Contractor Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Company, Contractor shall immediately notify Company of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Company. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Contractor Group, Contractor shall immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Contractor; and (iii) notify Company of such hazardous condition.

8. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Work. Company may inspect the Work at any time during the progress of the Work, and Contractor Group shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the Work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective Work or Company may have the Work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

9. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this Agreement shall be permitted unless approval is given by Company in writing.

10. Contractor guarantees the Work against defects in workmanship and material that shall appear within one year following final acceptance of the applicable Work by Company, and Contractor shall promptly remedy all such defects to the satisfaction of Company in its reasonable discretion. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

11. Contractor Group shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. This includes, but is not limited to, maintaining an OSHA 300 log, if required by law. Contractor shall notify Company (and provide details as requested by Company) as soon as reasonably possible in the event any accident or other event occurs during the course of the Work that involves non-compliance by Contractor Group with any applicable laws, regulations, ordinances, or rules.

12. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Contractor Group or loaned to or leased by Contractor Group and that are not to be incorporated into the completed Work, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

13. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and hold Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Work, including,

without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor Group, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Paragraph for Claims/Liabilities resulting from the sole negligence of Indemnitees. Contractor's obligations under this Section shall survive the termination, revocation or expiration of this Agreement.

INSURANCE

14. Contractor shall maintain during the entire term of this Agreement insurance policies within minimum limits of coverage all as set forth on Exhibit A, which is made a part hereof by reference. Prior to commencing Work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance evidencing such insurance. Such insurance shall name Company as an additional insured (to the fullest extent permitted by law) in accordance with the requirements of Exhibit A, with such additional insured endorsements providing coverage for Company with respect to liability arising out of the Work (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of Contractor. Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

CONFIDENTIALITY

15. (a) Contractor recognizes and acknowledges that Company may directly or indirectly furnish to Contractor Group certain information regarding Company's or its affiliates' business operations in order to allow Contractor to perform the Work, which information Company considers confidential and/or proprietary, and that Contractor Group may develop or discover information arising from or relating to the Work. Any such information furnished by Company and/or developed or discovered by Contractor Group shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Contractor Group; (ii) information that Contractor Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Company or its affiliates or to the Work; and (iii) information that Contractor Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Company or its affiliates or to the Work) that itself obtained the information lawfully and through no fault of Contractor Group, subsequent to the time of disclosure, development, or discovery hereunder.

(b) Contractor shall keep the Confidential Information confidential, and shall not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Company reasonable notice and opportunity to object). Contractor may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the Work, and (ii) those members of the Contractor Group authorized by Company to have access to the Confidential Information; Contractor shall remain obligated to Company to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Contractor agrees that the Confidential Information shall not be used by Contractor Group for any purpose other than providing the Work. Contractor shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the Work. Upon receipt of a written request from Company, Contractor Group shall, within 20 days after such request and at Company's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, Contractor may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Contractor. Contractor's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

TITLE

16. (a) Contractor Intellectual Property. Contractor Group has created or acquired (unrelated to its Work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Contractor Intellectual Property"); provided, however, that "Contractor Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of Contractor Group for Company. Contractor Group shall

retain all ownership rights in the Contractor Intellectual Property. Company shall acquire no right or interest in the Contractor Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Contractor agrees that the term "Contractor Intellectual Property," as used herein, shall not include any of Company's Confidential Information, the Deliverables (defined below) hereunder, or Company's tangible or intangible property, and Contractor shall have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Contractor Intellectual Property that is licensed to Company in this subparagraph, and except for any material not created or owned by Contractor Group, all deliverables or work product produced for Company hereunder (such items, subject to the exceptions stated above in this sentence, shall be referred to as the "Deliverables") will be Company's exclusive property. As and when any Deliverable is delivered to Company, the ownership of such Deliverable shall immediately vest in Company. Contractor hereby assigns or shall cause the other members of Contractor Group to assign to Company all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Contractor shall execute and deliver, at Company's request, all documents necessary for Company to establish and maintain such rights in and to the Deliverables. If any Contractor Intellectual Property is contained in any of the Deliverables, Contractor hereby grants or shall cause the other members of Contractor Group to grant Company a worldwide, royalty-free, non-exclusive, transferable, irrevocable, and perpetual license to use and copy (and distribute in connection with such permitted use) the Contractor Intellectual Property in connection with the use of the Deliverables.

GENERAL PROVISIONS

17. This Agreement may not be assigned (whether by operation of law or otherwise) in whole or in part by Contractor without the prior written consent of Company. Any assignment in violation of this provision shall be void.

18. Contractor may not subcontract any of the Work without the prior written consent of Company. Contractor shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement, which shall expressly provide for Company as a third party beneficiary under such subcontractor contract. Contractor shall be responsible for all acts and omissions of Contractor Group, including their compliance with this Agreement.

19. If "Company," as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Work performed for such entity.

20. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

21. This Agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

22. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this Agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this Agreement and may upon the giving of written notice terminate this Agreement, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the Work by whatever method Company may deem appropriate.

23. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this Agreement, or otherwise guaranteeing Contractor's obligations under this Agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

24. Company shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data to the extent pertaining to this Agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

25. Contractor shall comply with and be subject to the most recent substance abuse policy issued by Koch Industries, Inc. (or Company, as applicable). All employees of Contractor Group shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor Group perform Work related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have

contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable. With respect to equal employment opportunity and affirmative action compliance, Contractor shall, as applicable, comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, and Contractor shall provide Company with documentation demonstrating compliance with such requirements upon the request of Company. Contractor Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Contractor Group who performs the Work, and Contractor certifies that it will comply with all record keeping requirements under such regulation.

26. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this Agreement by Contractor Group, all of Contractor Group's personnel have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor Group's records in order to assure compliance with this paragraph.

27. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Agreement shall be enforceable as though the void or unenforceable provision did not exist.

28. The parties understand and acknowledge that no member of Contractor Group is an agent or employee of Company or has the authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Contractor further agrees and acknowledges that no member of Contractor Group is eligible for Company's employee benefit, equity or profit sharing programs. Contractor further understands and acknowledges that (as between Contractor Group and Company) Contractor Group is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.

29. This Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

30. This Agreement shall be governed by the laws of the jurisdiction where the facility is located for which the applicable Work is performed (without regard to any choice-of-laws principles of such jurisdiction) unless specifically agreed otherwise.

31. Contractor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Contractor (i) certifies that no representative, agent or attorney of Company has represented, expressly or otherwise, that Company would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that Company has been induced to enter into this Agreement by, among other things, the waiver and certification in this Paragraph.

32. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

So agreed as of the Effective Date written above.

"COMPANY" (as defined above)
Koch Pipeline Company, L.P.

By Authorized Individual



Printed Name Dave Elrod

Date 6/20/12

"CONTRACTOR" (as defined above)
Anderson Pollution Control, Inc.

By 

Tommy Anderson
(Printed Name)

Title President

Date 6/17/2012

"COMPANY" (as defined above)

**Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC,
Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC,
Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC,
Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC,
Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC,
Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP**

By: Wade D. Marguard

Printed Name: Wade D. Marguard

Title: Treasurer

Date: 6/18/2012

Exhibit A
Insurance Requirements
Intermittent Service Agreement 1200412-A

- 1.0 Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO forms CG 00 01 07 98, CG 00 01 10 01, or CG 00 01 12 04, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed Operations coverage.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured (to the fullest extent permitted by law):
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93);
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include the following features:
- 1.3.1 Contractual Liability coverage.
- 1.3.2 Pollution Liability Endorsement MCS-90, if applicable.
- 1.3.3 Additional Insured Endorsement as specified in 2.2 below, to the extent Contractor performs services on Company's site using vehicles.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the Agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the Agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the Agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.

1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.

1.8 **Pollution Liability Insurance** - If required by Company, Contractor shall provide and maintain the following insurances: Contractor's Pollution Liability Insurance with coverage for (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the Work. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the Work is completed. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss** and **\$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance may be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

1.9 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- (i) Name Company as an additional insured with respect to Work performed for Company (to the fullest extent permitted by law), with such additional insured endorsement providing coverage for Company with respect to liability arising out of the Work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them);
- (ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- (iii) Acknowledge that in no event will Company's insurance (including but not limited to any SIR or deductible) be considered "other insurance" under the terms of Contractor's policies.

3.0 **Evidence of Insurance** - Contractor shall, before commencing Work, provide Company with a certificate satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 To the fullest extent permitted by law, Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this Agreement.

4.2 To the fullest extent permitted by law, the insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and, if applicable, an assignment of statutory lien.

4.3 To the fullest extent permitted by law, any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under this Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.

ISA, agreement number 1200412-A

Agreement executed on June 25, 2012; following-up with getting copy of equipment list for Victoria and La Porte Office, plus the 2012 PREP drill documentation.



Kyle Copeland

Account Manager

Office: 281-479-5300

Cell: (b) (6)

24hr/ER: 866-609-6208

[*Kyle.copeland@apc-env.com*](mailto:Kyle.copeland@apc-env.com)

[*www.apc-env.com*](http://www.apc-env.com)

ISA, agreement number 1200412-A

Agreement executed on June 25, 2012; following-up with getting copy of equipment list for Victoria and La Porte Office, plus the 2012 PREP drill documentation.



Kyle Copeland

Account Manager

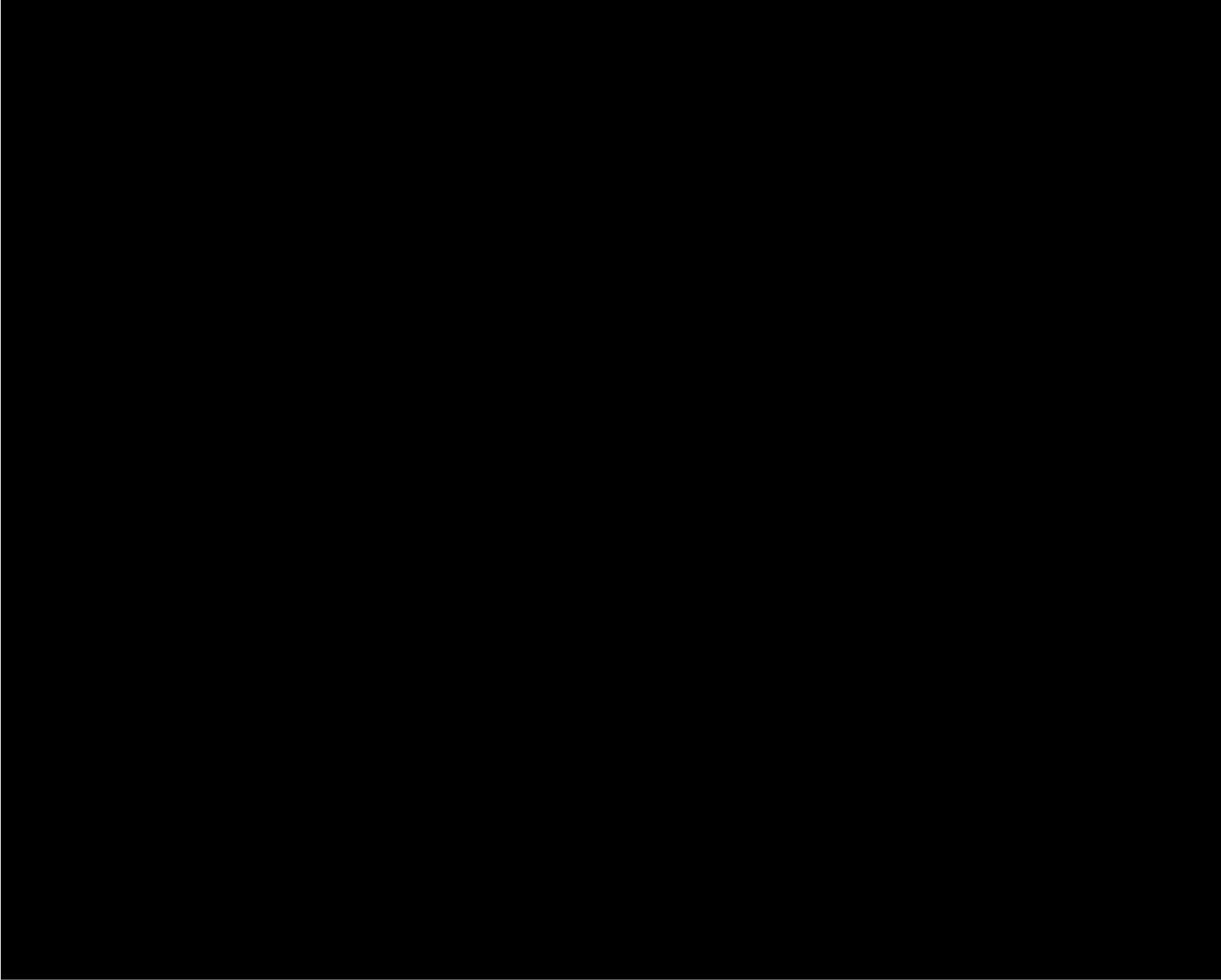
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[*www.apc-env.com*](http://www.apc-env.com)





Eagle Construction &
Environmental Services, LP
414 FM 1103
Cibolo, Texas 78108

January 7, 2009

Kin Gerold
Koch Pipeline Company, LP
PO Box 64596
St. Paul, MN 55164

**Re: Self Certification Of Oil Spill Equipment Deployment / Exercise, "Annual Revision"
USCG OSRO Certification No. 0085**

Ms. Gerold:

The National Preparedness for Response Exercise Program (PREP) sets guidelines to address exercise requirements for Oil Spill Removal Organizations (OSRO). In keeping with these guidelines and being identified in **Koch Pipeline Company, LP** Response Plan, **Eagle** is obligated to deploy a representative sample of each piece of response equipment listed in our inventory. Each item has been deployed and exercised in the environment in which it was intended to operate.

Eagle has deployed, either in training or during actual spills, a piece of Oil Spill Response Equipment that will represent all of the items listed in our response inventory. This includes but is not limited to various company owned pumps, booms, boats and excavation equipment.

The actual deployments/exercises in 2007 were as follows:

ACTUAL DEPLOYMENTS

Texas Divisions

- January 2007-Eagle responded to a 1,500 gallon jet fuel release at the San Antonio International Airport. 1000 feet of containment boom, skimmers, sorbents and vacuum trucks were used to remove the product.
- March 2007-Eagle responded to a train derailment in west Texas that resulted in an oil spill in a river. Eagle deployed 500 feet of containment boom to control the oil. A vacuum truck was used to remove the oil.

- May 2007-Eagle responded to an oil spill that impacted a cooling tower at a power plant in San Antonio, TX. Containment boom was used to control the spread of the oil. Vacuum trucks and sorbents were utilized to remove the oil.
- July 2007-Eagle responded to a 7,000 bbl jet fuel spill in Huntsville TX. Eagle deployed 3000 feet of boom and built underflow dams to control the release that impacted over 4 miles of Turkey Creek. 15 vacuum trucks and 5 drum skimmers were used to remove the fuel. 50 frac tanks were used to stage the fuel prior to disposal.
- August 2007-Eagle responded to an oil spill at an East Texas power plant. Oil from the impacted the lake. 1,000 feet of containment boom was used to control the oil.
- September 2007-Eagle deployed 1,000 feet of containment boom in the water intakes of a power plant near San Antonio, TX. The boom was kept in place during construction at the power plant. Eagle maintained the boom during the two month project.
- September 2007-Eagle deployed 500 feet of containment boom north of Tulsa, Oklahoma to control oil from that was released during the floods in the area. Sorbents were used to remove the oil.
- October 2007-Eagle responded to 1,000 bbl fuel release from a pipeline in south east Texas. Eagle utilized 200 feet of containment boom and trac hoes to control the release of product.
- December 2007-Eagle deployed 1,500 feet of containment boom on Lake Worth in Lake Worth, Texas to contain diesel fuel leaking from a boat that had begin to sink.

Ohio Division

- January 2007-Eagle responded to an unknown amount of oil released in Akron, OH that migrated through drainage tiles into a retention pond. Cleanup crews deployed over 2,000 feet of containment boom as well as 1,000 feet of absorbent materials. In addition, 2 vacuum trucks, 2 drum skimmers and boats were used in the effort.
- March 2007-Eagle deployed 1,600 feet of containment/absorbent boom in Toledo, OH to contain a diesel fuel spill in the Ottawa River. Eagle responded with a Hi-Rail vacuum truck, frac tanks, boats and an excavator to remove the oil from the frozen river.
- May 2007-Eagle responded to Willard, OH to a 2,000 gallon fuel spill. The spill was contained with containment/absorbent booms and underflow dams. The fuel was removed with vacuum trucks and 2 drum skimmers

Louisiana Division

- August 2007-Eagle responded to a gas well blowout. Eagle deployed 1,000 feet of containment boom to control the released liquids from the well.

EXCERCISES

- January 2007-Eagle took part in a spill drill a fuel storage facility in Fort Worth. A “worst case scenario” was discussed during the event.
- March 2007-Eagle deployed 2,000 feet of containment boom during a “worst case scenario” spill drill at a fuel storage facility in San Antonio, TX. State and local officials attended the full-scale drill.
- April 2007-Eagle attended a table top spill drill in east Texas for a pipeline company. The drill involved all the surrounding fire departments and city and state officials.
- May 2007-Eagle attended a table top drill scenario and contractor orientation for a petro-chemical company in Findlay, OH.
- October 2007-Eagle participated in a “worst case discharge scenario” for a petro-chemical company in Waco, TX. In addition to the Waco location, discussions were made for the facilities in San Antonio, Austin, and Fort Worth, Texas.
- November 2007-Eagle attended a table top spill drill in Sweetwater, TX for a pipeline company. The drill involved a “worst case scenario” release of product on the local water supply.

Other responses have occurred that fulfill the PREP requirements and documentation is available upon request. Eagle maintains documentation to verify testing and maintenance of all spill response equipment. All response personnel are trained to CFR 1910.120 and certificates are available upon request.

Please feel free to contact me at (210) 566-8366, toddj@ecesi.com, or on my cell phone at (817) 966-1493, if I can be of any further assistance.

In the event of an emergency, please call (800) 336-0909.

Sincerely,
Eagle Construction and Environmental Services, LP



Todd Johnson
Corporate Emergency Response Manager

Oil Spill Response Equipment Inventory

Ft. Worth Division

Containment Boom:

4000 feet of More Boom 18-inch boom - *pre loaded on two trailers 1000' each*
400 feet of More Boom 10 inch boom
200 feet of More Boom 6-inch mini boom

Oil Skimmers:

Douglas Engineering, Skim Pac Mod. 18000 vacuum skimmer
Folex vacuum skimmer
3- Elastec single/double barrel drum skimmers (15-75 gpm)

Boats:

(2) Lowe 16 foot jon boat with 25-hp outboard motor
(3) Alumacraft 16 foot jon boat with 25-hp outboard motor
Generation 3, 18 foot flat bottom boat with 35-hp outboard motor

Frac Tanks:

(2) 1993 Herring frac tank
(9) 1993 VE Enterprises frac tank
(1) 1999 Modern Mfg. frac tank
(2) 1998 Frontier 500 bbl frac tank
(2) 1999 shop built skid mounted 8000 gallon tank

Vacuum Trailer and Trucks:

(1) 1991 130 BBL vacuum trailer
(1) 130 bbl 2000 Pioneer vacuum trailer
(1) 130 bbl 1990 Indou vacuum trailer
(1) 100 bbl 1985 Keith Huber vacuum trailer
(1) 100 bbl 1987 Keith Huber vacuum trailer
(1) 60 bbl 1977 Mack RS 686ST vacuum truck
(1) 60 bbl 1991 Kenworth T800 vacuum truck

Ft. Worth Division - Continued

Oil Spill Response Trailer:

Absorbent boom	Life jackets
Absorbent pads	Peat moss absorbent
Assorted hand tools	Pollution cans
Banner tape	Poly debris bags - 6 mil.
Boat oars	Poly sheeting - 6 mil.
Bow saws	PPE
Chain saws	Propane pear burners
Chest waders	Propane tanks
Decon solution	Pump sprayers
Dip nets	Rope
Fiber pearl absorbent	Universal boom couplers
Fire extinguishers	Wash pumps and hose
Flash lights	Weed eaters
Fuel cans	Wooden stakes
Leaf blowers	

Bulk absorbents and additional supplies are stored in the Ft. Worth warehouse for rapid deployment.

OFFICE LOCATIONS

Corporate Office:

9701 East I-20
Eastland, Texas 76448
Phone: (254) 629-1718
Fax: (254) 629-8625

Contact: Marc Walraven
E-Mail: marcw@ecesi.com
Cell: (b) (6)

Fort Worth Office:

9204 Highway 287 N.W.
Fort Worth, Texas 76131
Phone: (817) 847-1333
Fax: (817) 306-8086

Contact: JT Ponder
E-mail: jtponder@ecesi.com
Cell: (b) (6)

La Porte Office:

1700 North E Street
La Porte, Texas 77571
Phone: (281) 867-9131
Fax: (281) 867-9150

Contact: Reggie Grimes
E-mail: reggieg@ecesi.com
Cell: (b) (6)

San Antonio Office:

414 FM1103
Cibolo, Texas 78108
Phone: (210) 566-8366
Fax: (210) 566-6247

Contact: Mark Anderson
E-mail: marka@ecesi.com
Cell: (b) (6)

Louisiana Office:

10049 Industriplex
Gonzales, Louisiana 70737
Phone: (225) 677-7877
Fax: (225) 677-5474

Contact: Mark Allen
E-mail: markallen@ecesi.com
Cell: (b) (6)

Ohio Office:

3820 Ventura Drive
Findlay, Ohio 45840
Phone: (419) 425-5845
Fax: (419) 425-5851

Contact: John Seifert
E-mail: johns@ecesi.com
Cell: (b) (6)

Tennessee Office:

1877 S. Roane Street
Harriman, Tennessee 37748
Phone: (865) 882-7717
Fax: (865) 882-7719

Contact: David Dyer
E-mail: daviddd@ecesi.com
Cell: (b) (6)

**Corporate Emergency Response Manager-Todd Johnson (210) 566-8366 office, (817) 966-1943 cell
toddj@ecesi.com**

GARNER ENVIRONMENTAL SERVICES, INC.
1717 West 13th Street
Deer Park, Texas 77536
Telephone: (281) 930-1200
Fax: (281) 478-0296

RESPONSE EQUIPMENT LISTING

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM TYPE CODE		END CONNECTOR CODE	
F	Fence	ASTM	ASTM Std (D962-86)
FR	Fire	BOLT	Bolt Connector
PI	Inflatable (Press)	HP	Hinge & Pin
SI	Inflatable (Self)	Z	Quick-Connect Z
MR	Marsh (Upper air chamber with lower water chamber)	RC	Raised Channel
R	Round	SNAV	Slide (US Navy)
SB	Weir Boom	SLOT	Slotted Tube
OT	Other	US1	Universal Slide Type 1
		US2	Universal Slide Type 2
		OT	Other

BOOM EQUIPMENT									
Name of Manufacturer	Model Number	Boom Type Code	Invent Length (feet)	Skirt Size (in.)	Float Size (in.)	End Connector Type Code	Time to Deploy	Storage Location	Owner
Acme Products Co.	OK CORRAL	R	13,330	12	6	Z	6.0	Deer Park	Garner
Acme Products Co.	SUPER-MINI	R	350	4	2.5	BOLT	2.0	Deer Park	Garner
Acme Products Co.	OK CORRAL	R	16,900	12	6	Z	6.0	La Marque	Garner
Acme Products Co.	OK CORRAL	R	5,000	12	6	Z	2.5	Port Arthur	Garner
Acme Products Co.	SUPER-MINI	R	100	4	2.5	BOLT	0.5	Port Arthur	Garner
Acme Products Co.	OK CORRAL	R	34,000	12	6	Z	6.0	Port Arthur	Garner

Corporate	Response Equipment Listing	Equipment Listing
Operations		June 2011

COMMUNICATIONS TYPE CODES			
AF	Aviation Frequency	MF	Marine Frequency
CP	Cellular Phone	PAG	Pager
COM	Command Post	PHH	Portable Hand Held
MOD	Computer w/modem	SSB	Single Side Band
FAX	Facsimile	TP	Telephone
FBS	Fixed Base Station	OT	Other

COMMUNICATIONS EQUIPMENT										
Name of Manufacturer	Model Number	Comm Type	Nr. of Units	Frequency	Band	Range (miles)	Field Tunable		Storage Location	Owner
							Yes	No		
40' Garner Command Post		COM	1					X	Deer Park	Garner
26' Communications Trailer	MCC1	COM	1	931.462			X		Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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RESPONSE VEHICLES

Name of Manufacturer	Response Vehicle	Number of Units	Wide Load Permit Needed		Storage Location	Owner
			Yes	No		
Wabash	48' Box Vans, Sorbent Boom Trailers	2		X	Deer Park	Garner
Fruehauf	48' Box Van, Sorbent Boom Trailer	1		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton	20		X	Deer Park	Garner
Sooner	Emergency Response Trailer, 32'	3		X	Deer Park	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	4		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton (2 Deer Park & 4 Port Arthur)	6		X	Deer Park / Port Arthur	Garner
Ford/Chevy	Pick-up Truck, 1 ton	14		X	La Marque	Garner
Sooner	Emergency Response Trailer, 32'	1		X	La Marque	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	3		X	La Marque	Garner
Iron Horse	Boom Trailer, 20 Gooseneck	3		X	La Marque	Garner
Modern Mfg.	Spill Trailer, 16' Lo-Boy	4		X	La Marque	Garner
Modern Mfg.	Haz-Mat Spill Trailer, 20'	2		X	La Marque	Garner
Ford	Pick-up Truck, 1 ton	7		X	Port Arthur	Garner
Sooner	Emergency Response Trailer, 32"	1		X	Port Arthur	Garner
Modern Mfg.	Trailer, Spill Response, 16' Lo-Boy	1		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	3		X	Port Arthur	Garner
Gemini Cargo	Trailer, Haz-Mat, 19'	1		X	Port Arthur	Garner
Modern Mfg.	Spill Trailer, 20' Lo-Boy	2		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	2		X	Port Arthur	Garner
Great Dane	53' Box Van, Hard Boom	3		x	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM EQUIPMENT

Name of Manufacturer	Model Number	Equipment Type	Quantity	Storage Location	Owner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	13	Deer Park	Garner
Polycord	600x1/4	Rope, Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600x1/2	Rope, Polypropylene, 1/2" x 600'	5	Deer Park	Garner
Polycord	600x3/8	Rope, Polypropylene, 3/8" x 600'	1	Deer Park	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	4	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100#	Anchor, Galvanized Steel, 100 Lb. Danforth Style	13	Deer Park	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	20	Deer Park	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	1	Deer Park	Ganrer
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 18 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100 #	Anchor, Galvanized Steel, 100 #, Danforth Style	13	Deer Park	Ganrer
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	2	La Marque	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	5	La Marque	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	5	La Marque	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	8	La Marque	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	5	La Marque	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	8	Port Arthur	Garner
Polycord	600 x 1/4	Rope Polypropylene 1/4 " x 600 '	5	Port Arthur	Garner
Polycord	600 x 1/2	Rope Polypropylene 1/2 " x 600'	5	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	12	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	6	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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AIR MONITORING EQUIPMENT

Name of Manufacturer	Miscellaneous Equipment	Number of Units	Storage Location	Owner
Rae Systems	Mini RAE 2000	1	Deer Park	Garner
Airzona Instruments	Jerome X431	3	Deer Park	Garner
Ludlum	Model # 3	1	Deer Park	Garner
BW	Gas Alert Micro 5 PID	2	Deer Park	Garner
BW	4 Gas	6	Deer Park	Garner
BW	Gas Alert Micro 5	4	Deer Park	Garner
Ludlum	2241-2 Radiation Monitor	1	Deer Park	Garner
Sper Scientific	PH Meter	1	Deer Park	Garner
Dexsil	PetroFlag Hydrocarbon Test Kit	1	Deer Park	Garner
Chlorine	AC/ Kit	1	Deer Park	Garner
Rae	Mini Rae	4	La Marque	Garner
BW	Micro 5	4	La Marque	Garner
Rae	Ultra	4	La Marque	Garner
BW	4 Gas	1	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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	Specialty Equipment			
Name of Manufacturer		Number of Units	Storage Location	Owner
Scott	Self Contained Breathing Apparatus(SCBA) with 12 extra bottles / Scott	12	Deer Park	Garner
	Bezt Valve / Off Loading Valve	2	Deer Park	Garner
	Chorine Emergency Kit A	1	Deer Park	Garner
	Chorine Emergency Kit B	1	Deer Park	Garner
	Chorine Emergency Kit C	1	Deer Park	Garner
	Vacuum Cleaner / Stainless Steel, Mercury, HEPA	3	Deer Park	Garner
	Cameras / Digital	10	Deer Park	Garner
	Confine Space Rescue Kits	2	Deer Park	Garner
	Coppus Blowers	2	Deer Park	Garner
	Air Compressors 11.8 cfm 90 psi	6	Deer Park	Garner
	Drum Crushers / Diesel Power	1	Deer Park	Garner
	Drum Crabber	5	Deer Park	Garner
	Generators	0	Deer Park	Garner
	Decontamination Pools 20" x 100'	2	Deer Park	Garner
	Fan, Ventilation 48'	3	Deer Park	Garner
	Artic Cat, Four Wheeler	2	Deer Park	Garner
	Light Stands	5	Deer Park	Garner
	Air Compressors (Portable)	5	La Marque	Garner
	HEPA Vacuums	0	La Marque	Garner
	Cameras / Digital	2	La Marque	Garner
	Artic Cat, Four Wheeler	2	La Marque	Garner
	Generators	4	La Marque	Garner
	Scare Guns	3	Port Arthur	Garner
	Self Contain Breathing Apparatus (SCBA)	10	Port Arthur	Garner
	Cameras / Digital	1	Port Arthur	Garner
	Chlorine Emergency Kit "C"	1	Deer Park	Garner
	Midland Kit	1	Deer Park	Garner
	Railcar Haz Hammock	1	Deer Park	Garner
	Mercury Vacuum	3	Deer Park	Garner
	Carbon Filter Systems	1	Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing		
		June 2011		

	Specialty Equipment / Continued			
	Wet & Dry Vacuum with HEPA Filter	1	Deer Park	Garner
	100 Watt Explosion Proof Light Sets	2	Deer Park	Garner
	Decon Pools 4' x4' x14' 5"	2	Deer Park	Garner
	Spill Guard 6' x 4' x8"	1	Deer Park	Garner
	Drum Dolly	4	Deer Park	Garner
	3/4 " Core Sampler	1	Deer Park	Garner
	Soil Sampler (boring) Kit	1	Deer Park	Garner
	Self Contained Breathing Apparatus (SCBA)	9	Deer Park	Garner
	Generators (Portable)	0	Deer Park	Garner
	Weed Eaters	2	Deer Park	Garner
	Air Compressors (Portable)	9	Deer Park	Garner
	Light Stand (Portable)	10	Deer Park	Garner
	Coppus Blower	1	Deer Park	Garner
	Chain Saw	3	Deer Park	Garner
	Tank Truck Emergency Transfer Valve	1	Deer Park	Garner
	Air Horn, 6"	1	Deer Park	Garner
	Fan Ventilation, 48"	1	Deer Park	Garner
	Fan Ventilation, 16" Port A Cool with water Mister	1	Deer Park	Garner
	Digital Cameras	4	Deer Park	Garner
	Coppus Blowers	1	Port Arthur	Garner
	Air Compressors	3	Port Arthur	Garner
	Scare Guns	4	Port Arthur	Garner
	Pressure Washers	0	Port Arthur	Garner
	Weed Eaters	1	Port Arthur	Garner
	Artic Cat , Four Wheeler	1	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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A	Auger/Screw	D	Diesel
C	Fire	E	Electric
P	Parastolic	G	Gasoline
R	Reciprocating	H	Hydraulic
I	Rotary/Flexible impeller	P	Pneumatic
OT	Other	OT	Other

PUMP EQUIPMENT								
Name of Manufacturer	Model Number	Pump Type Code	Drive Type Code	Suction/ Discharge Size (inches)	Mfg. Pump Rate (gpm)	Quantity	Storage Location	Owner
Aro/Ingersoll Rand	KO176-44	P	P	1.0	120	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	15	Deer Park	Garner
Yanmar	LD-40/2	D	I	2.0	180	2	Deer Park	Garner
Honda	WXT-30	G	I	3.0	275	1	Deer Park	Garner
Wilden	Model M	P	P	3.0	240	5	Deer Park	Garner
Versa-Matic		OT	P	2.0	140	1	Deer Park	Garner
Versa-Matic		OT	P	1.5	140	1	Deer Park	Garner
Honda	EPT2	G	I	3.0	275	1	Deer Park	Garner
Wisconsin/Multi Quip		D	I	3.0	185	1	Deer Park	Garner
Yamada	POLY	P	P	3.0	200	1	Deer Park	Garner
Various		D	I	2.0	200	5	Deer Park	Garner
Various		G	I	2.0	190	2	Deer Park	Garner
Versamatic	STAINLESS	P	P	2.0	140	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	1	La Marque	Garner
Yanmar	LD-40/2	D	I	2.0	180	5	La Marque	Garner
Wilden	Model M	OT	P	3.0	240	0	La Marque	Garner
Acme Products Co., Inc.	FS-150A	G	I	1.5	275	1	Port Arthur	Garner
Honda	WXT-20	G	I	2.0	180	6	Port Arthur	Garner
Yanmar	LD-40/3	D	I	2.0	200	2	Port Arthur	Garner

Corporate	Response Equipment Listing	Equipment Listing
Operations		June 2011

RESPONSE BOAT TYPE CODES		TRANSPORTATION METHOD CODES	
BAY	Bay Waters	NT	Normal Trailer
JB	Jon Boat	WO	Water Only
LFB	Large Flat Bottom	WL	Wide load Trailer
OFF	Offshore	OT	Other
PRO	Protected Waters		
TC	Towing Capable		
OT	Other		

RESPONSE BOATS

Name of Manufacturer	Model Number	Boat Type Code	Horse Power	Normal Crew Size	Length / Beam	Draft Limit	Number of Boats	Transport Method Code	Storage Location	Owner
Alumacraft	12	PRO	0	1	12	1'	2	NT	Deer Park	Garner
Custom Flat	1650	JB	25	2	16'	1'	7	NT	Deer Park	Garner
Custom Flat	20	LFB	40	2	20' / 6'	2'	1	NT	Deer Park	Garner
Custom Build	30	BAY	300	3	30' / 8'	2'	1	NT	Deer Park	Garner
Silver Ships	30'	BAY	450	3	30' / 8'	2	1	NT	Deer Park	Garner
Pirogue	12'	OT	0	1	12' / 2"	3"	2	NT	Deer Park	Garner
Various	12'	JB	25	1	12' / 3"	1'	2	NT	Deer Park	Garner
Scully	28'	BAY	230	2	28' / 8'	8"	1	NT	Deer Park	Garner
Alumaweld	1650	JB	25	3	16' / 6'	1'	4	NT	La Marque	Garner
Custom Boat Mfg.	1649R	JB	30	2	16' / 6'	2'	1	NT	La Marque	Garner
Broadhead	24	BAY	150	3	24' / 8'	2'	1	NT	La Marque	Garner
Alumaweld	1650	JB	25	2	16' / 6'	1'	5	NT	Port Arthur	Garner
Alumaweld	20	BAY	40	2	20' / 0'	2'	1	NT	Port Arthur	Garner
Alumaweld	1450	JB	25	2	14' / 0"	2"	1	NT	Port Arthur	Garner
Lobell	28'	BAY	200	3	28' / 8'	2'	1	NT	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SKIMMER TYPE CODES			
FS	Floating Suction	HIP	Hydrodynamic Inclined Plane
IV	Induced Vortex	OB	Oleophilic Belt
OD	Oleophilic Disk	OR	Oleophilic Rod
PW	Paddle-Wheel	SK	Sock
W	Weir	OT	Other

SKIMMER EQUIPMENT								
Name of Manufacturer	Model Number	Skimmer Type Code	Number of Units	Mfg. Recovery Rate (gpm)	Hose Size Suction/Discharge (inches)	Time to Deploy	Storage Location	Owner
Acme Products Co., Inc.	FS400ASK-39T	W	3	275	3.0	1.5	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	5	Deer Park	Garner
Crucial Inc.	1D18P-23	OT	2	25	2.0	.5	Deer Park	Garner
Crucial Inc.	1D18P-36	OT	5	36	2.0	.5	Deer Park	Garner
Crucial Inc.	VSP-3"	W	2	550	3.0	1.5	Deer Park	Garner
Crucial Inc.	RF-Floating Head	W	1	200	3.0	1	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	.5	Deer Park	Garner
Marco	Sidewinder 14	OB	3	70	3.0	.5	Deer Park	Garner
Marco	Harbor 28	OB	1	70	2.0	.5	Deer Park	Garner
Elastec	Mini Max, 20"	OT	1	20	2.0	1.	Deer Park	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	1.0	La Marque	Garner
Crucial Inc.	1D18P-23	OT	3	25	2.0	.5	La Marque	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	.5	Port Arthur	Garner
Crucial Inc.	1D18P-36	OT	3	25	2.0	.5	Port Arthur	Garner
Elastec	Double Drum	OT	1	60	2.0	.5	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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PU	Portable Vacuum Pump	D	Diesel
SS	Units	E	Electric
VT	Super Sucker	G	Gasoline
OT	Vacuum Truck	H	Hydraulic
	Other	P	Pneumatic
		OT	Other

VACUUM SYSTEM EQUIPMENT

Name of Manufacturer	Model Number	System Type Code	Drive Type Code	Suction (inches)	Number of Units	Mfg. Recovery Rate (gpm)	Storage Capacity (gallon)	Hose Invent (feet)	Storage Location	Owner
Safety Vac	449222	OT	D	14	1	40	150	200	Deer Park	Garner
Press Vac International		VT	D	27.0	6	80	3000	200	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENT TYPE CODE		COMPOSITION CODE	
B	Boom	M	Mineral
PAD	Pad	NO	Natural
PT	Particulate	S	Organic
ST	Sheet	OT	Synthetic
SW	Sweep		Other
OT	Other		

SORBENTS										
Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Crucial, Inc.	OS-15	OT	S	1000		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	0		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	160		X		X	Deer Park	Garner
Complete Environmental Products	GES-P50	PAD	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner
Complete Environmental Products	GES-PART25	PT	S	10		X		X	Deer Park	Garner
Crucial, Inc.	OS-15	OT	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	La Marque	Garner
Complete Environmental Products	GES-B510	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-B810	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-R144	ST	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-SW100	SW	S	30		X		X	La Marque	Garner
Complete Environmental Products	GES-PART25	P	S	40		X		X	La Marque	Garner
Crucial, Inc.	OS-15	OT	S	150		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P200	PAD	S	75		X		X	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Complete Environmental Products	GES-B510	B	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-R144	ST	S	25		X		X	Port Arthur	Garner
Complete Environmental Products	GES-SW100	SW	S	50		X		X	Port Arthur	Garner
Crucial, Inc.	OS-15	OT	S	250		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	325		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	200		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	500		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	50		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner



KOCH RISK MANAGEMENT SERVICES

MICHELLE P. BUTTERFIELD
MANAGER, CONTRACT RISK

September 7, 2006

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Via Email: floughner@garner-es.com

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended, (herein, the "Agreement") with Flint Hills Resources, LP, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for **Koch Fertilizer Canada, Ltd.** Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Fertilizer Canada, Ltd., Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, any future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Manager, Contract Risk, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Michelle P. Butterfield
Manager, Contract Risk

Federal ID No.: 76-0134613
By: Otis Chambers
Printed Name: Otis Chambers
Title: Executive Vice President
Date: September 7, 2006



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

October 12, 2005

Via Facsimile: 281-479-0283

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Agreement dated June 14, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this letter is as discussed below:

In connection with the sale by Koch Materials Company ("KMC") of certain of its asphalt assets on May 31, 2005, KMC has been removed from and is no longer a party to this Agreement, effective June 1, 2005. For the avoidance of doubt the terms of this Agreement will continue to apply to any event or occurrence on before June 1, 2005.

Also, due to divestitures, any of the following companies also parties to the Agreement may be removed: Chemical Petroleum Exchange, Inc., K.C. Asphalt, L.L.C. d/b/a Koch Performance Asphalt Company, Koch Waterproofing Solutions, Inc., Materials Transportation Services, Inc., NK Asphalt Partners, d/b/a Koch Asphalt Solutions – Southwest.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

If you have any questions, please call me at (316) 828-5675.

Sincerely,

A handwritten signature in cursive script that reads "Bill Burgin".

Bill Burgin


CONTRACTUAL RISK MANAGEMENT
MICHELLE P. BUTTERFIELD
 CRM Legal Assistant

August 31, 2005

Via Facsimile: 281-478-0296

 Mr. Otis Chambers
 Garner Environmental Services, Inc.
 1717 W. 13th St.
 Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for Koch Supply & Trading, LP. Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Legal Assistant, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

 Michelle P. Butterfield
 Legal Assistant

Enclosures

AGREED AND ACCEPTED:

Garner Environmental Services, Inc.

 Federal ID No: 76-01346113
 By: Otis Chambers
 Printed Name: OTIS CHAMBERS
 Title: Executive Vice President
 Date: 08/31/05



June 28, 2005

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Partial Termination and Amendment of Agreement 9500691-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

Dear Mr. Chambers:

As you know, your company currently has in effect an Agreement, dated **June 14, 1995** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), currently scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective on the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective on the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

May 21 03 10:29a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 2

5-18-03; 2:27PM;

;828+3031

2 / 5



LEGAL DEPARTMENT

May 9, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers

Garner Environmental Services, Inc.

1717 W. 13th St.

Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP, Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; December 19, 2001; and March 27, 2003, with the above referenced companies. The purpose of this letter is to amend Exhibit B-Insurance Requirements to add a new Paragraph 1.9, as further defined below:

Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

281 478 0296

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May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 3

5-18-03; 2:27PM;

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3/ 5

Garner Environmental Services, Inc.
May 9, 2003
Page 2

advance of any cancellation or change to the insurance coverages shown on the certificate.
Contractor shall maintain limits no less than Pollution Legal Liability: ~~\$5,000,000~~ per loss and ~~\$1,000,000~~ annual aggregate.

*\$1m
OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001; and March 27, 2003, and this amendment dated May 9, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.



Lynda L. Weninger
I.S.A. Legal Assistant

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 5/21/03

Enclosures

May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 4

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Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 9500691-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 02 96, with standard exclusions "a" through "n", or ISO CG 00 01 07 98 with standard exclusions "a" through "o", with a minimum combined single limit of \$3,000,000 per occurrence for bodily injury and property damage and a \$3,000,000 aggregate each for the general policy and the products/completed operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
 (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 5

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- 1.9 Pollution Liability Insurance** - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$7,000,000 per loss and \$1,000,000 annual aggregate. *Jim OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days. Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

- 5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

- 6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

APR.28.2003 16:31 281 478 0226

GARNER ENVIRONMENTAL
FAX NC

#1384 P.002/004

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APR-04-03 FRI 11:03 AM

LEGAL

38210



LEGAL DEPARTMENT

April 4, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

Via Facsimile: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

Attached to the rate schedule is a "Field Service Terms and Conditions" (copy attached). The purpose of this letter is merely to clarify that Exhibit A - Rate Sheet is being provided to Koch for pricing purposes only, and that the page titled "Field Service Terms and Conditions" is not a part of the ISA and its other exhibits and attachments.

If this letter is an accurate statement of Garner Environmental Services, Inc.'s understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED AND ACCEPTED
Garner Environmental Services, Inc.

Name: Otis Chambers, Ex V-P
Dated: 4/28/03

APR.28.2003 16:31 281 478 0296

GARNER ENVIRONMENTAL

#1384 P.003/004

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LEGAL

FAX NO

316828210

F. 02/00



LEGAL DEPARTMENT

March 27, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP Koch Materials Company
 Koch Pipeline Company, L.P.

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; and December 19, 2001, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding **Koch Nitrogen Company and Koch Underground Storage Company** to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated June 14, 1995, to include all of the following companies:

Flint Hills Resources, L.P. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, L.P. Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Under this proposed amendment letter, future work/services performed by Garner Environmental Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001, and this amendment dated March 27, 2003.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

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Garner Environmental Services, Inc.
March 27, 2003
Page 2

An amendment letter amending the Exhibit C, certificate of insurance, has been forwarded to your insurance company. If this proposed amendment is acceptable, please contact your agent and authorize him to sign the amendment letter.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

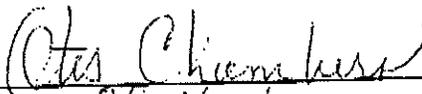
Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

By: 
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 4/20/03



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 19, 2001

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
Koch Industries, Inc./affiliates/subsidiaries

Dear Mr. Chambers:

Garner Environmental Services, Inc. currently has in effect an Intermittent Services Agreement dated June 14, 1995 (as amended, if applicable) (the "ISA"), with the "Koch parties" to such ISA being listed as Koch Industries, Inc. and its various affiliates/subsidiaries. The purpose of this letter is to propose amending the ISA as detailed below.

Koch proposes that the term "Company," as used in the ISA, be amended to include the following listed entities (rather than Koch Industries, Inc. and its various affiliates and subsidiaries), effective with respect to work/services performed on or after January 1, 2002:

Diamond-Koch II, L.P.	Diamond-Koch III, L.P.
Koch Hydrocarbon, LP	Koch Materials Company
Koch Pipeline Company, L.P.	Koch Underground Storage Company
Koch Petroleum Group, L.P. (to be known as Flint Hills Resources, LP from and after January 1, 2002)	

(Please note- If you are aware of your company performing services under the ISA for entities other than those listed above, please advise, and we will discuss modifying this letter accordingly. Also, the parties could add additional entities in the future via amendments, if so desired.)

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, the term "Company," as used in the ISA, includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Garner Environmental Services, Inc.
December 19, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Geoff D. Baker

Geoff D. Baker
I.S.A. Administrator

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 12/28/01

Enclosure



July 12, 2000

LEGAL DEPARTMENT

GEOFF D. BAKER
ISA ADMINISTRATOR

Via Facsimile: 281-478-0296
Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

We received an updated Rate Response Schedule for Intermittent Services Agreement 9500691-A dated June 14, 1995 (herein the "ISA"). Attached to the rate schedule there are Terms and Conditions included as part of the rate schedule. The purpose of this letter is merely to clarify that Exhibit A -- Rate Sheet is being provided to Koch for pricing purposes only, and that Terms and Conditions do not become a part of the ISA and its other exhibits and attachments.

If this letter is an accurate statement of Garner Environmental Services, Inc. understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,

A handwritten signature in cursive script that reads 'Geoff D. Baker'.

Geoff Baker
I.S.A. Administrator

AGREED AND ACCEPTED
Garner Environmental Services, Inc.

A handwritten signature in cursive script that reads 'Otis Chambers'.

Name:

Dated:

7-12-2000



LEGAL DEPARTMENT

K. KELLY MITCHELL
LEGAL ASSISTANT

April 25, 1997

VIA FACSIMILE: 713-920-1359
Garner Environmental Services
Attn: C.J. Nadeau
314 Allen Genoa Road
Houston, TX 77017

Re: **Intermittent Services Agreement
Koch Industries and/or All Affiliates**

Dear Mr. Nadeau :

Your company has executed an Intermittent Services Agreement (ISA) dated June 14, 1995 with the above referenced Koch companies. The purpose of this letter is to propose adding certain language to the agreement that would enable your company to be an Oil Spill Response Organization for us.

By signing the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include the following conditions under the "Special Conditions" section of the ISA:

"Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] _____ Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] _____ environment(s) in the following geographic location(s): [insert precise description of geographic location in which OSRO classification applies] _____
(SEE ATTACHED OSRO CLASSIFICATION LETTER)

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation."

APR-25-97 FRI 16:21

APR-25-1997 15:20

APR-25-97 FRI 11:09 AM

SERVICE ACCOUNTING

GARNER ENVIRONMENTAL

KOCH LEGAL DEPT

FAX NO. 316 928 5737

9281359

FAX NO. 316 928 7664

P. 09

P. 03

P. 02

If you agree with this amendment, please sign in the appropriate space below and return this letter to: K. Kelly Mitchell, ISA Administrator/Legal Department, P. O. Box 2256, Wichita, KS 67201, or by fax at (316) 928-7664.

COMPANY
KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

AGREED TO AND ACCEPTED ON THIS _____ DAY OF _____ 1997.

By: _____

Printed Name: _____

Title: _____

Very truly yours,

K. Kelly Mitchell

K. Kelly Mitchell
Legal Assistant/ISA Administrator

CONTRACTOR
GARNER ENVIRONMENTAL SERVICES INC.

AGREED TO AND ACCEPTED ON THIS 25th DAY OF April, 1997.

By: _____

Printed Name Nelson J. Fetgatter

Title: Vice-President

INTERMITTENT SERVICES AGREEMENT

Date: 14 June 1995Contractor: GARNER ENVIRONMENTAL SERVICES

PARTIES

1. It is hereby agreed KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES (referred to as "Company") and GARNER ENVIRONMENTAL SERVICES (referred to as "Contractor"), whose business address is 314 Allen Genoa Road, Houston, Texas 77017 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each thirty-days (name desired billing period - e.g., week, month or thirty days) during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of receipt of Company of the statement described in paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions which may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and insuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material which shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services which are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

a. All tools, machinery, equipment and appliances which are owned by Contractor or loaned or leased by Contractor by others than Company and which are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY AND INSURANCE

12. Contractor shall defend, protect, indemnify and save Company, Koch Industries, Inc. and any company of which Koch Industries, Inc. owns or controls fifty percent or more of the shares entitled to vote at a general election of directors (collectively referred to for purposes of this Paragraph 12 as "Company") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including but not limited to attorney's fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, regardless of whether such harm is to Contractor, Company, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Company harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action which result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Company, its agents, employees or officers, except Contractor shall not be liable for loss or damage resulting from the sole (100%) negligence of Company. Contractor further agrees to pay Company for damages to Company's property and to indemnify, defend and hold it harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Company's property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this contract including, but not limited to taxes, penalties, fines, interest, liens or encumbrances which result from the concurrent or contributing negligence of any person or entity, which may include Company, its agents, employees or officers.

13. Contractor shall maintain at its own cost and expense such insurance of a type and in the amounts as required by Company to insure Contractor's indemnification and other obligations under this agreement and which will protect Company from all claims for damages to persons and to property which may arise from any operations under this contract or any subcontracts related to this contract. Contractor shall maintain during the entire term of this Contract insurance policies within minimum limits of coverage all as set forth on Exhibit B which is made a part hereof by reference. Prior to commencing work Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement comprises the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, which are not merged into this agreement or superseded by it.

18. If Contractor should be adjudged as bankrupt, or it should make a general assignment for the benefit of creditors, or if a receiver should be appointed for Contractor, or it should refuse or fail to supply competent supervision or enough property skilled people or proper material or disregard laws, rules or regulations applicable to the work, or otherwise violate any provision of this agreement, then Company shall have the right to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method it may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement. Such bond shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guaranty an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance it shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy Issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that all of Contractor's employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

TERM

24. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY: KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

CONTRACTOR: GARNER ENVIRONMENTAL SERVICES

By [Signature]
Title VICE President
Date 6-21-95

By [Signature]
Title Vice-President
Date 14 June 1995

COMPANY'S WITNESS
By [Signature]
Date 6/26/95

CONTRACTOR'S WITNESS
By [Signature]
Date 14 June 1995

6/20/95
[Signature]
rev. 5/95

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as agreement), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as alternate employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 85 or CG 00 01 11 88) with standard exclusions "a" through "n", with a minimum combined single limit of \$3,000,000 per occurrence for Bodily injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor is on or near any railroad property, Coverage for such operations naming Railroad as an additional insured, unless coverage is provided under Railroad Protective Liability insurance - Section 1.7.
- 1.2.2 Contractual Liability, insuring the liabilities assumed under the Indemnity and Insurance Section of the agreement, inclusive of XCU exposure (1.2.4 below) if applicable, but excluding coverage for taxes and patent infringement.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned and hired vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance will include contractual liability insuring the indemnification provisions contained in this contract but excluding coverage for taxes.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability insurance with a combined single limit of not less than \$10,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than five million dollars (\$5,000,000) per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above. Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If work is to be performed on or near any railroad property, and protection is not afforded under 1.2.1 above, Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000.00 per occurrence, \$6,000,000.00 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the easement premises by Contractor.
- 1.8 The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- 2.0 **Policy Endorsements**
- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, and 1.6 hereof shall name Company as an additional insured with respect to operations performed under the agreement and shall be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of insurance** Contractor shall, before commencing work, provide Company with a certificate (see attached **Exhibit C**) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.
- 4.0 **Waiver of Subrogation**
- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against the Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against the Company.
- 5.0 If the Work is performed on a footage, lump-sum or maximum cost basis, the cost of the above insurance shall be borne by Contractor.
- 6.0 If work is performed on a cost plus fee basis or for change order work Company will reimburse Contractor for the cost of such insurance up to the minimum limits prescribed in Section 1.0 above. Reimbursement of insurance costs under a cost plus fee contract and change order will be determined as follows:
- 6.1 Worker's Compensation Manual rates applied to field labor subject to Contractor's Experience Modification (not to exceed 1.00) applicable for entire contract period as identified in proposal and further subject to the premium discount schedule applicable in the state where the Work is to be performed.
- 6.2 Commercial General Liability rates To Be Identified in Contractor's Proposal applied to field labor only.
- 6.3 Automobile Liability Insurance borne by Contractor.
- 6.4 Aircraft Liability Insurance borne by Contractor.
- 6.5 Hull and Machinery Insurance borne by Contractor.
- 6.6 Protection and Indemnity Insurance borne by Contractor.
- 6.7 Railroad Protective Liability Insurance borne by Contractor.
- 7.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement.

(b) (7)(F), (b)(3)

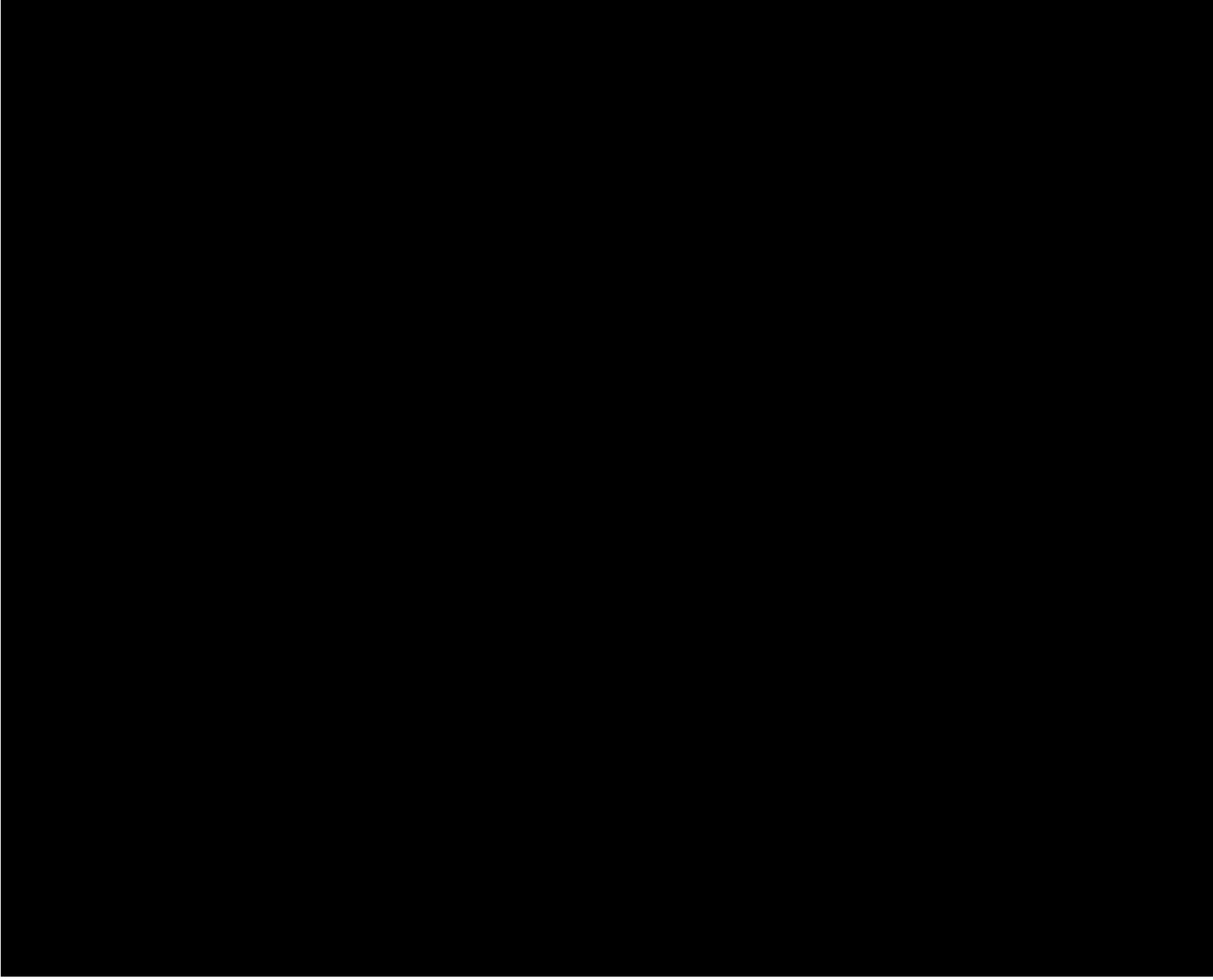
(b) (7)(F), (b) (3)



(b) (7)(F), (b)(3)

(b) (7)(F), (b) (3)







CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

August 24, 2005

Via Facsimile: 361-289-6363

Mr. Mackey Ward
Miller Environmental Services, Inc.
600 Flato Road
Corpus Christi, TX 78405

Re: Agreement #9700335-A

Dear Mr. Ward:

Your company currently has in effect an Agreement dated April 24, 1997 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Energy, Inc., Koch Pipeline Company, L.P., and Reiss Remediation, Inc. The purpose of this letter is as discussed below:

Due to an internal merger, Reiss Remediation, Inc. is now Reiss Remediation, LLC.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modification stated above.

If you have any questions, please give me a call at (316) 828-5675.

Sincerely,

A handwritten signature in black ink that reads "Bill Burgin". The signature is written in a cursive, flowing style.

Bill Burgin

KOCH**SECOND REQUEST**

10-28-04

KOCH RISK MANAGEMENT SERVICESMICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

October 22, 2004

VIA FACSIMILE: 361-289-6363Mr. Mackay Ward
Miller Environmental Services, Inc.
600 Flato Road
Corpus Christi, Texas 78405Re: Amendment to Intermittent Services Agreement 9700335-A
Flint Hills Resources, L.P. Koch Energy, Inc.
Koch Pipeline Company, L.P. Reiss Remediation, Inc.

Dear Mr. Ward:

Miller Environmental Services, Inc. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated April 24, 1997, as amended December 1, 1999; January 1, 2001; January 15, 2001, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add two new paragraphs, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities.

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 27, effective upon your company's execution of this letter amendment.

02/06/01 TUE 16:52 FAX 361 269 8363

MILLER ENV

PLA RL

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2000
F. 12/02

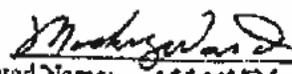
Miller Environmental Services, Inc.
January 15, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Keech Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Miller Environmental Services, Inc.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: MACKEY WARD
Title: OPERATIONAL MANAGER
Date: 2/6/01

Enclosures

INTERMITTENT SERVICES AGREEMENT 9700335G-A

This Intermittent Services Agreement ("Agreement") is entered into this 1st day of January 2001, but effective as of the date specified below, by and between:

(i.) Miller Environmental Services, Inc. ("Contractor"); and

(ii.) Koch Gateway Pipeline Company (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as Gulf South Pipeline Company, LP) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700335G-A dated April 24, 1997, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

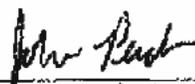
"COMPANY"

Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP

"CONTRACTOR"

Miller Environmental Services, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: JOHN PERABO
Title: RESPONSE COORDINATOR
Date: 22 JANUARY 2001

12/01/99 WED 16:08 FAX 361 289 6363

MILLER ENV

K0002
P. 01/02

DEC-01-99 WED 02:10 PM

INDUSTRIES

FAX NO. 316/522-7664



LEGAL DEPARTMENT

CHARLES D. DUDLEY

December 1, 1999

Via Facsimile: 312-289-6363

Mr. Matt Dartez
Miller Environmental Services, Inc.
600 Plato Road
Corpus Christi, TX 78405

Re: Intermittent Services Agreement

Koch Energy Services Company (now known as Koch Energy, Inc.)
Koch Oil Company (now known as Koch Petroleum Group, L.P.)
Koch Refining Company, L.P. (now known as Koch Petroleum Group, L.P.)

Koch Gateway Pipeline Company
Koch Pipeline Company, L.P.

Dear Mr. Dartez:

Your company currently has in effect an Intermittent Services Agreement (herein, the "ISA") dated April 24, 1997 with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose amending the term "Company" as that term is used in the ISA, to include Koch Operating Services Company and Koch Gateway Pipeline, L.P.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now Koch Petroleum Group, L.P. Koch Energy Services Company through a merger is now known as Koch Energy, Inc.

Koch proposes amending the ISA to include all of the following Koch companies within the term "Company" effective as of the date of this letter.

Koch Energy, Inc.
Koch Gateway Pipeline Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Koch Operating Services Company
Koch Gateway Pipeline, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated April 24, 1997 and this amendment dated December 1, 1999.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the ISA to include the above Koch companies within the term "Company" as used in the ISA.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2258 • Wichita, Kansas 67201
316/828-4707 • FAX 316/522-7727

12/01/99 WED 16:07 FAX 361 289 8363

MILLER ENV

003

DEC-01-99 WED 02:11 PM INDUSTRIES

FAX NO. 316 227664

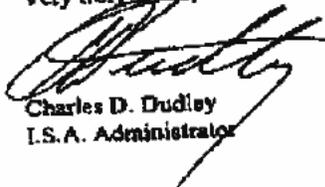
P. 02/02

Miller Environmental Services, Inc.
 Amendment Letter --Intermittent Services Agreement
 12/1/1999
 Page 2

A copy of the Exhibit C (Certificate of Insurance) reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Under the ISA, Koch requires the above companies to be named additional insured (form CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy. Under the workers compensation policy, Koch requires two endorsements, the alternate employer and waiver of subrogation.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Charles D. Dudley, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2236, Bldg. T3D, Wichita, Kansas 67201, or fax it to me at (316)828-9063.

Very truly yours,


 Charles D. Dudley
 I.S.A. Administrator

AGREED AND ACCEPTED:
 Miller Environmental Services, Inc.

By: Matt Darty
 Printed Name: MATT DARTY
 Title: RESPONSE COORDINATOR
 Date: 12/1/99

INTERMITTENT SERVICES AGREEMENT

Date: April 24, 1997

Contractor: Miller Environmental Services, Inc.

Agreement Number: 97-00335-A01

PARTIES

1. It is hereby agreed between Koch Energy Services Company; Koch Gateway Pipeline Company; Koch Oil Company; Koch Pipeline Company, L.P.; Koch Refining Company, L.P. (such companies being collectively referred to hereinafter as "Company") and Miller Environmental Services, Inc. (such company being referred to hereinafter as "Contractor"), whose business address is 600 Flato Road, Corpus Christi, TX 78405, that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS (if applicable):

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans]

environment(s) in the following geographic location(s): [insert precise description of geographic location in which OSRO classification applies]

* SEE ATTACHED OSRO DOCUMENT

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of, or physical damage to the following:

a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.
17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.
18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may, upon the giving of written notice, terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.
19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.
20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.
21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.
22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

TERM

25. This agreement shall be effective as of the date above written and shall continue for a one-year period following that date. At the end of the initial one-year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY
Koch Energy Services Company;
Koch Gateway Pipeline Company;
Koch Oil Company;
Koch Pipeline Company, L.P.;
Koch Refining Company, L.P.

CONTRACTOR
Miller Environmental Services, Inc.

By [Signature]

By Charles M. J.

Title _____

Title PRESIDENT

Date _____

Date 4/25/97

COMPANY'S WITNESS

CONTRACTOR'S WITNESS

By _____

By _____

Date _____

Date _____

KCM
4-25-97

Exhibit B
Insurance Requirements
Supplement to Interim Service Agreement
Agreement Number: 97-00335-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed hereafter, including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 88 with standard exclusions "a" through "n", with a minimum combined single limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (OCU coverage), if applicable.
- 1.2.6 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form 8) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,500,000 per occurrence, \$5,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

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2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
 (i) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 03) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 (ii) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 Evidence of Insurance - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of subrogary fees, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

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MILLER ENVIRONMENTAL SERVICES, INC.
2011 SPILL RESPONSE LOG

<u>DATE</u>	<u>LOCATION</u>	<u>EQUIPMENT</u>
3/9/11 11-0195	INGLESIDE, TX	1- RESPONSE BOAT 5- PERSONNEL 500' – 18" CONT. BOOM
6/2/11 11-0423	INGLESIDE, TX	1- RESPONSE BOAT 800' – 18"CONT. BOOM 4 - PERSONNEL
6/20/11 11-0449	INGLESIDE, TX	1- RESPONSE BOAT 1000' – 18"CONT. BOOM 5 – PERSONNEL
9/30/11 11-0666	INGLESIDE, TX	1 – RESPONSE BOAT 1000' – 18" CONT. BOOM 7 - PERSONNEL

Personnel

Description	Location
20 - Supervisors	Corpus Christi, TX
6 - Supervisors	Sulphur, LA
6 - Supervisors	Beaumont, TX
12 - Foreman	Corpus Christi, TX
6 - Foreman	Sulphur, LA
6 - Foreman	Beaumont, TX
35 - Operators	Corpus Christi, TX
12 - Operators	Sulphur, LA
10 - Operators	Beaumont, TX
75 - Technicians	Corpus Christi, TX
25 - Technicians	Sulphur, LA
25 - Technicians	Beaumont, TX

Boats

Description	Location
1 - 14' 350 HP Air Ranger Air Boat	Corpus Christi, TX
1 - 18' 400 HP Trail Boss Air Boat	Sulphur, LA
4 - 14' to 16' Jon Boats w/ 25 HP Outboard Motors	Corpus Christi, TX
2 - 14' to 16' Jon Boats	Sulphur, LA
2 - 16' Jon Boats w/ 25 HP Outboard Motors	Sulphur, LA
4 - 16' to 18' Jon Boats w/ Outboard Motors	Corpus Christi, TX
2 - 18' Work Boat w/ 90 HP Outboard Motor	Sulphur, LA
2 - 18' Work Boat w/ 90 HP Outboard Motor	Beaumont, TX
1 - 18' Work Boat w/ 115 HP Outboard Motor	Corpus Christi, TX
1 - 26' Fast Response Boat w/ Twin 150 HP Outboard Motors	Corpus Christi, TX
1 - 28' Fast Response Barge Boat w/ Twin 150 HP Outboard Motors	Sulphur, LA
2 - 24' Fast Response Boat w/ 150 HP Outboard Motor	Corpus Christi, TX
2 - 24' Fast Response Boat w/ 150 HP Outboard Motor	Beaumont, TX
1 - 24' Fast Response Boat w/ Twin 150 HP Outboard Motors	Sulphur, LA

Skimmers and Pumps

Description	Location
1 – MARCO Sidewinder 14 Harbor Voss Skimmer	Corpus Christi, TX
1 – Foilex TDS 250 Skimming System	Corpus Christi, TX
1 – ACME Saucer Skimmer 48”	Sulphur, LA
1 – SLURP Floating Skimmer	Corpus Christi, TX
2 – Elastec TDS 136 Drum Skimmer	Corpus Christi, TX
1 – Elastec TDS 118 Drum Skimmer	Corpus Christi, TX
1 – Elastec TDS 136 Drum Skimmer	Sulphur, LA
2 – 36” Goo Gobbler Skimmer	Sulphur, LA
1 – 36” Goo Gobbler Skimmer	Beaumont, TX
2 – 36” SkimPak Skimmer	Sulphur, LA
1 – Skimmex Vacuum Skimmer w/ Hopper	Corpus Christi, TX
3 – 2” Wash Pumps	Corpus Christi, TX
2 – 2” Wash Pumps	Beaumont, TX
4 – 2” Wash Pumps	Sulphur, LA
4 – 2” Pneumatic Diaphragm Pumps	Corpus Christi, TX
2 – 2” Pneumatic Diaphragm Pumps	Sulphur, LA
1 – 2” Pneumatic Diaphragm Chemical Pump	Sulphur, LA
2 – 3” Pneumatic Diaphragm Pumps	Corpus Christi, TX
3 – Portable High Pressure Steam Cleaner	Corpus Christi, TX
1 – Portable High Pressure Steam Cleaner	Sulphur, LA
1 – Portable High Pressure Steam Cleaner	Beaumont, TX
1000 Ft. - 2” OS&D Hose	Corpus Christi, TX
1000 Ft. - 2” OS&D Hose	Sulphur, LA
2000 Ft. - 3” OS&D Hose	Corpus Christi, TX
2000 Ft. - 3” OS&D Hose	Sulphur, LA
400 Ft. - 4” OS&D Hose	Corpus Christi, TX
400 Ft. - 4” OS&D Hose	Sulphur, LA

Vehicles and Trailers

Description	Location
37 – Pick Up Trucks	Corpus Christi, TX
10 – Pick Up Trucks	Sulphur, LA
10 – Pick Up Trucks	Beaumont, TX
11 – 4x4 Pick Up Trucks	Corpus Christi, TX
2 – 4x4 Pick Up Trucks	Beaumont, TX
4 – 4x4 Pick Up Trucks	Sulphur, LA
30 – 70 BBL Supervac D.O.T. Spec. Vacuum Trucks	Corpus Christi, TX
16 – 70 BBL Supervac D.O.T. Spec. Vacuum Trucks	Beaumont, TX
6 – 70 BBL Supervac D.O.T. Spec. Vacuum Trucks	Sulphur, LA
6 – 16 Cubic Yard Supersucker Air Movers	Corpus Christi, TX
4 – 16 Cubic Yard Supersucker Air Movers	Beaumont, TX
2 – 16 Cubic Yard Supersucker Air Movers	Sulphur, LA
6 – 130 BBL Vacuum Truck D.O.T. Spec.	Corpus Christi, TX
2 – 130 BBL Vacuum Truck D.O.T. Spec.	Beaumont, TX
2 – 130 BBL Vacuum Truck D.O.T. Spec.	Sulphur, LA
5 – Bob Tail Roll Off Trucks	Corpus Christi, TX
4 – Bob Tail Roll Off Trucks	Beaumont, TX
2 – Bob Tail Roll Off Trucks	Sulphur, LA
6 – Roll Off Trucks (Tractor/Trailer)	Corpus Christi, TX
4 – Roll Off Trucks (Tractor/Trailer)	Beaumont, TX
3 – Roll Off Trucks (Tractor/Trailer)	Sulphur, LA
5 – Boom Trailers	Corpus Christi, TX
3 – Boom Trailers	Sulphur, LA
3 – Boom Trailers	Beaumont, TX
4 – Response Trailers	Corpus Christi, TX
1 – Response Trailer	Beaumont, TX
1 – Response Trailer	Sulphur, LA
8 – Equipment Trailers	Corpus Christi, TX
2 – Equipment Trailers	Sulphur, LA
2 – Equipment Trailers	Beaumont, TX
1 – Emergency Response Unit / Field Office	Corpus Christi, TX
1 – Haz-Mat Response Trailer w/ Command Center	Sulphur, LA
1 – Haz-Mat Response Trailer	Corpus Christi, TX
1 – Command Center Trailer	Corpus Christi, TX

Temporary Storage

Description	Location
160 – 500 BBL Frac Tanks (Non-Dedicated)	Sulphur, LA
200 – 20 Yard Roll Off Boxes (Non-Dedicated)	Sulphur, LA
2 – 20 Yard Roll Boxes	Sulphur, LA
90 – Roll Off Storage and Transportation Containers (Non-Dedicated)	Corpus Christi, TX

Booming Systems

Description	Location
50,000 Ft. – 18” Containment Boom	Corpus Christi, TX
24,000 Ft. – 18” Containment Boom	Sulphur, LA
14,000 Ft. – 18” Containment Boom	Beaumont, TX
2,000 Ft. – 10” Containment Boom	Corpus Christi, TX
600 Ft. – 10” Containment Boom	Sulphur, LA
32,000 Ft. – 18” Containment Boom (Non-Dedicated)	Houston, TX
8 – 24” Marker Buoys	Sulphur, LA
6 – 24” Marker Buoys	Beaumont, TX
10 – 24” Marker Buoys	Corpus Christi, TX
8 – 25 Lbs. Danforth Anchors	Sulphur, LA
6 – 25 Lbs. Danforth Anchors	Beaumont, TX
10 – 25 Lbs. Danforth Anchors	Corpus Christi, TX
10 – Boom Warning Lights	Sulphur, LA

Miscellaneous Equipment and Expendables

Description	Location
400 – 1A2/Y1.6/150.97 55 Gal. Steel Open Top Drums	Sulphur, LA
150 – 1A2/Y1.6/150.97 55 Gal. Steel Open Top Drums	Corpus Christi, TX
50 – 17/E 55 Gal. Steel Open Top Drums	Corpus Christi, TX
10 – 95 Gallon Poly Over Packs	Sulphur, LA
10 – 85 Gallon Polly Over Packs	Corpus Christi, TX
Whse. Inv. – 17 x 19 x 3/8 12 oz. Sorbent Pads, Dimpled	Sulphur, LA
Whse. Inv. – 17 x 19 x 3/8 12 oz. Sorbent Pads, Dimpled	Corpus Christi, TX
Whse. Inv. – 17 x 19 x 3/8 12 oz. Sorbent Pads, Dimpled	Beaumont, TX
Whse. Inv. – 38 x 144 12 oz. Sorbent Rolls, Dimples	Sulphur, LA
Whse. Inv. – 38 x 144 12 oz. Sorbent Rolls	Corpus Christi, TX
Whse. Inv. – 38 x 144 12 oz. Sorbent Rolls	Beaumont, TX
Whse. Inv. – 8 x 10 Sorbent Boom Single Net	Corpus Christi, TX
Whse. Inv. – 8 x 10 Sorbent Boom Double Net	Sulphur, LA
Whse. Inv. – 8 x 10 Sorbent Boom Single Net	Beaumont, TX
Whse. Inv. – 5 x 10 Sorbent Boom Single Net	Corpus Christi, TX
Whse. Inv. – 5 x 10 Sorbent Boom Double Net	Sulphur, LA
Whse. Inv. – 5 x 10 Sorbent Boom Single Net	Beaumont, TX
Whse. Inv. – 17 x 19 x 12 oz. Chemical Sorbent Pads	Sulphur, LA
Whse. Inv. – 17 x 19 x 12 oz. Chemical Sorbent Pads	Corpus Christi, TX
Whse. Inv. – 100 x 18 Sorbent Sweep	Sulphur, LA
Whse. Inv. – 100 x 18 Sorbent Sweep	Corpus Christi, TX
Whse. Inv. – (30/Box) Sorbent Snare	Sulphur, LA
Whse. Inv. – (30/Box) Sorbent Snare	Corpus Christi, TX
Whse. Inv. – Clay Particulate Absorbent	Sulphur, LA
Whse. Inv. – Clay Particulate Absorbent	Corpus Christi, TX
Whse. Inv. – Clay Particulate Absorbent	Beaumont, TX

Miscellaneous Equipment and Expendables

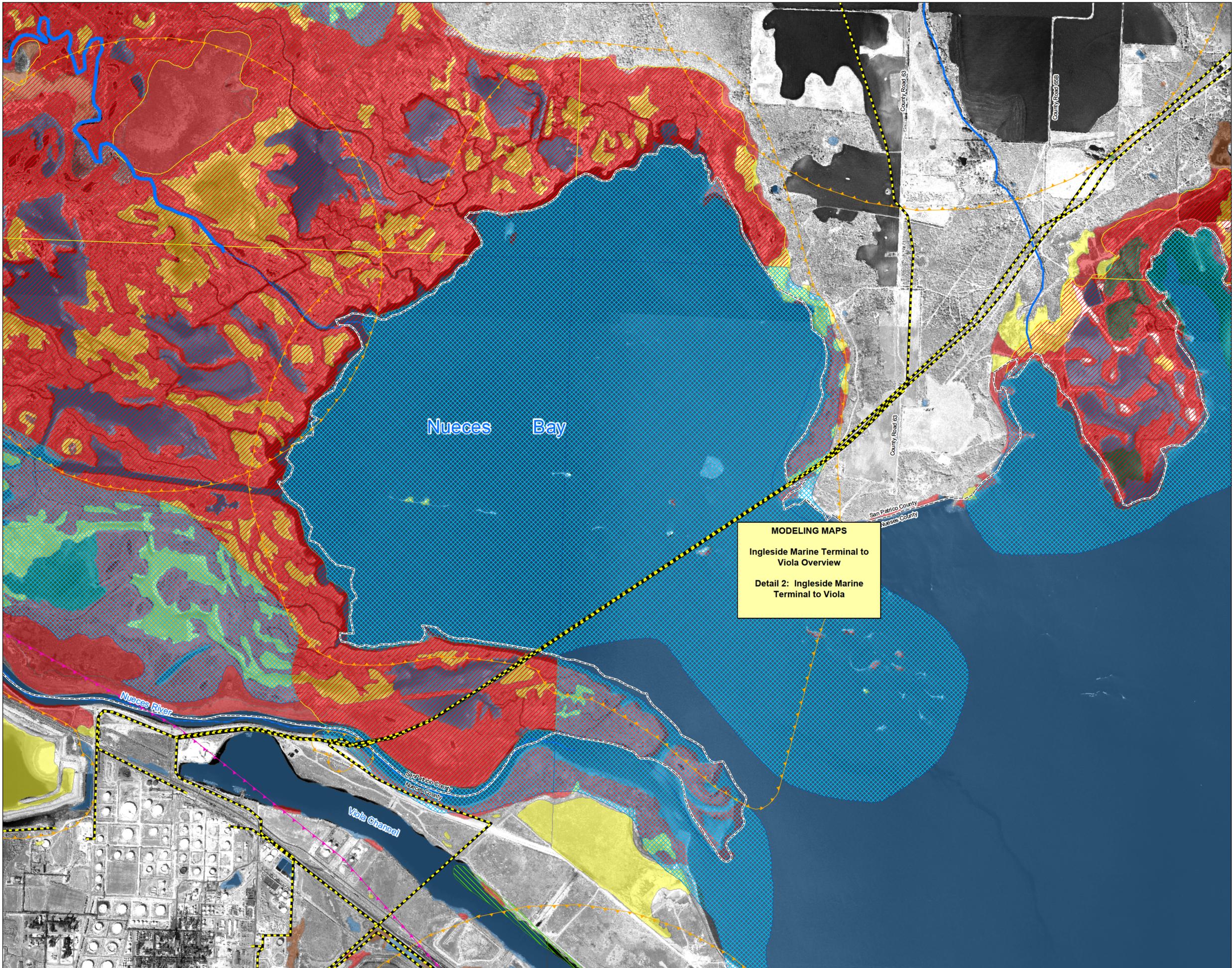
Description	Location
1 – 175 CFM Air Compressor	Corpus Christi, TX
2 – 4 KW Generators	Corpus Christi, TX
2 – 4 KW Generators	Sulphur, LA
10 – 800 MHz Radios	Corpus Christi, TX
5 – 800 MHz Radios	Sulphur, LA
3 – Multi-gas Direct Read Air Monitors (Non-Dedicated)	Corpus Christi, TX
1 – Aim 3000 Multi-gas Direct Read Air Monitor	Sulphur, LA
1 – Synsidyne Colormetric Pump / Monitor	Sulphur, LA
1 – MSA - 3 Gas Monitor	Sulphur, LA
1 – PID Air Monitor (Non-Dedicated)	Corpus Christi, TX
3 – H2S Monitors (Non-Dedicated)	Corpus Christi, TX

Hydroblasting Equipment (DeCon)

Description	Location
1 – 11 GPM 20K Hydroblaster	Corpus Christi, TX
1 – 28 GPM 10K Hydroblaster	Corpus Christi, TX
1 – 47 GPM 10K Hydroblaster	Corpus Christi, TX
1 – 34 GPM 10K Hydroblaster	Sulphur, LA
1 – 68 GPM 10K Hydroblaster	Sulphur, LA
1 – 47 GPM 10K Hydroblaster w/ 20K Converter Pressure Head	Sulphur, LA
1 – 21 GPM 20K Hydroblaster	Sulphur, LA
1 – High Pressure Cutting Machine w/ Accessories	Corpus Christi, TX

Miller Environmental's Industrial Services Division cleans out and decontaminates tanks, vessels and plant equipment daily, enhancing our abilities to decontaminate response equipment and vessels on site.





MODELING MAPS
 Ingleside Marine Terminal to Viola Overview
 Detail 2: Ingleside Marine Terminal to Viola

- Legend**
- Pipeline
 - Pipeline (approximate)
 - Boat Launch
 - Beach Access
 - Bridge Location
 - County Boundary
 - Certified Well with Well Number
 - Public Drinking Water Well with Well Number

- National Wetlands Inventory**
- Estuarine Marsh
 - Flats (Mud, Sand)
 - Floating Vegetation
 - Forested Wetland
 - Inundated Margin
 - Open Water
 - Palustrine Marsh
 - Shrub Wetland
 - Submerged Vegetation
 - Artificial Path
 - Canal/Ditch
 - Connector
 - Stream/River: Intermittent
 - Stream/River: Perennial

- Habitat/Species Priority**
- HIGH** Areas containing sensitive coastal habitats or species to be protected from oil spill contamination or response activities. Defined and digitized by Texas General Land Office personnel.
 - MEDIUM** Priority ranking based on the quality of the various types of resources (birds, fish, wetlands) occurring within the polygon.
 - LOW**

- Natural Diversity Database**
- S1** - Critically imperiled in state, extremely rare, vulnerable to extirpation, typically 5 or fewer viable occurrences
 - S2** - Imperiled in state, very rare, vulnerable to extirpation, typically 6 to 20 viable occurrences
 - S3** - Rare or uncommon in state, typically 21 to 100 viable occurrences

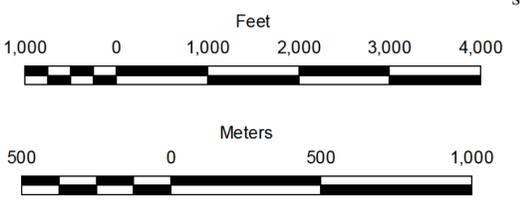
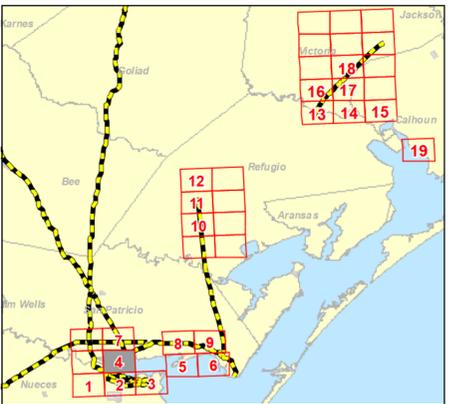


Figure 4
SHIP CHANNEL AND BAY PIPELINE CROSSINGS
 Koch Pipeline Company
 San Patricio, Texas

Site 2 - North Bank

Victoria Barge Canal



RESPONSE STRATEGY

Latitude/Longitude: N 28° 37.089' " / W 96° 56.028' "

Location: Bloomington, TX on Black Bayou No 2 at the Railroad Lift Bridge on the Victoria Barge Canal

Water Way: Victoria Barge Canal (VBC)

Owner:

Distance from Spill Source: Pipeline runs across the VBC approximately 2 miles downriver from this site.

Map Reference:

Response Objective: Containment and collection

Response Tactic: - Normal Conditions

Deploy 2 500-ft segment of hard boom across the VBC and anchor using shoreline anchoring techniques to divert oil to the Northeast shore bank for containment and recovery operations. Any hard boom utilized should be backed with sorbent boom. Use vac truck and skimmer for recovery operations. The first picture here shows the Railroad Lift Bridge at the Victoria Barge Canal. The picture in the middle depicts where the boom will be placed for collection and recovery.

Watercourse Description: Average river velocity is 3.42 feet/sec or 2.33 miles /hour

Description of Worksite:

Critical Response Information: This water way has steep embankments. This location is on personal property so we need to ensure we obtain permission from the land owner. Remember SAFETY FIRST!

Date Last Revised: October 26, 2006

LEGEND Origin ● Destination ● Pipeline —

DRIVING DIRECTIONS

From 35N - From TX-35N make a left onto TX-185, TX-185 becomes Shepley St, turn left off Shepley St onto Black Bayou Rd No 1, turn left on Edna. This road will cross over a railroad track (use caution) and make a hard right turn, stay on this road past the bridge and it will dead end at the VBC next to the railroad lift-bridge.

RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Containment Boom
	Sorbent Boom
	Vac Truck(s)
	Frac Tank(s)
	Work Boat(s)
	Skimmer(s)
	3/8" Polypropylene Line
	Stake(s)
	Sledge hammer(s)
	Sorbent pad(s)
	85 gallon drum liners
	Cell Phone(s)
	Portable Radios(s)
	Light tower(s)

RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Port-o-let(s)
	Poly lined roll-off boxes
	Metal Culvert Pipes
	Trac-hoe

RECOMMENDED PERSONNEL	
NUMBERS	DESCRIPTION
	Boat Operator(s)
	Equipment Operator(s)
	Laborer(s)
	Supervisor(s)
	Vac Truck Operator(s)

© Copyright Technical Response Planning Corporation 2005

Site 2 - North Bank

**Corporate**

131 Keating Drive
Belle Chasse, LA 70037
Office: (504) 394-6110
Fax: (504) 392-8977

January 16, 2012

Louisiana

221 Clendenning Road
Houma, LA 70363
Office: (985) 868-0119
Fax: (985) 868-0425

9625 Highway 182
Morgan City, LA 70381
Office: (985) 631-9664
Fax: (985) 631-2823

3407 Jack Brooks Road
New Iberia, LA 70560
Office: (337) 364-5373
Fax: (337) 367-9444

5227 N. River Road
Port Allen, LA 70767
Office: (225) 388-9992
Fax: (225) 388-0895

11966 River Road
St. Rose, LA 70087
Office: (504) 712-6947
Fax: (504) 712-6949

42519 Highway 23
Venice, LA 70091
Office: (504) 534-7563
Fax: (504) 534-7566

Texas

2308 W. Fairmont Pkwy.
La Porte, TX 77571
Office: (281) 470-2016
Fax: (281) 470-2216

8725 Industrial Circle
Port Arthur, TX 77640
Office: (409) 962-7226
Fax: (409) 962-7260

5172 W. Loop 281
Longview, TX 75603
Office: (903) 232-7131
Fax: (903) 232-7151

Environmental & Safety Products

1601 4th Street
Harvey, LA 70058
Office: (504) 367-7562
Fax: (504) 367-7567

Koch Pipeline Company, L.P.
Attn: Gabriel Lugo
8606 IH 37
Corpus Christi, Texas 78409

RE: OPA "90" Compliance 2011 Deployment Letter

- Corpus Christi
- Pine Bend
- Port Arthur

Dear Mr. Lugo,

Please allow this letter to serve as documentation to meet the PREP requirements for all your facilities. OMI Environmental Solutions is a U.S. Coast Guard Classified "MM" through "W3" company. OMIES deploys, drills or inspects all of its equipment annually.

DATE	LOCATION	BOATS	BOOM	SKIMMER	PERSONNEL
1/15/2011	Bay St. Elaine (Cocodrie LA)	1	400'	1	9
1/15/2011	Beaumont, TX	5	1100'	2	13
1/20/2011	West Cote Blanche Bay LA	1	600'	0	6
3/19/2011	Morgan City LA	2	700'	2	7
6/8/2011	Breton Sound LA	8	11300	4	30
9/11/2011	Lafitte LA	9	6700	2	33
9/28/2011	Pecan Island LA	1	150'	1	4
9/24/2011	Houston Ship Channel TX	2	2200	0	4
10/20/2011	Plaquemine, LA	1	800'	0	7

All OMIES equipment is properly inspected, maintained, and documented in accordance with our maintenance program. In addition, all our spill response personnel have received the necessary training which includes 29 CFR 1910.120/OSHA HAZWOPER, to safely and effectively respond to an oil spill. A record of this training is on file and available upon request.

In conclusion, OMI Environmental Solutions certifies that our files are current and in compliance with OPA'90 regulations pertaining to Oil Spill Removal Organizations (OSROs)

If you need any further assistance or additional information please feel free to call me at 832-758-1457.

Sincerely,

Rod Dillon

WWW.OMIES.COM 24/7 EMERGENCY RESPONSE 1-800-645-6671

24/7 Oil Spill Response • 24/7 Haz-Mat Response • Industrial Services • Standby Rescue • Waste Management & Disposal
Transportation Services • Safety / Compliance / Training • Environmental & Safety Products

Rod Dillon Compliance Manager

Attachments / Appendix C

OIL MOP, LLC RESOURCE AVAILABILITY

Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL
Boat 14'			4					4
Boat 18'	6	3	2		4	2	2	19
Boat 20'				1	2		2	5
Boat 24'		1						1
Boat 26'	3	1	1		1	1	1	8
Boat 28'	2							2
Boat JBF 20'		1	1		1			3
Alsafe (Rib) Boat 20'							1	1
Cabin Boat 24'	1						1	2
Cabin Boat-Radar							1	1
Jon Boat 14'	1							1
Jon Boat 16'	8						6	
Marco Boat 28'	1							1
Barge Boat 30'	1							1
Yellow Barge Boat 28'	1							1
Pro Drive Boat	4							4
Work Boat 26'	1							1
Boat Trailer 16'								
Boat Trailer 20' (Rib boat)							1	1
Outboard Motors	5	6	5	2	3	2	3	26
Boom 10" (feet)	500	500	500	500		500		2500
Boom 18"	20,000	2,500	3,500	1,000	4,000	2,500	4,000	37500
Boom 24"	1000							1000
Boom 36"	1,000							1000
Boom 48"								0
Disk Skimmer	1		1		1			3
Vac Unit Skimmer	1							
Drum 24"	2	1		1		1	1	6
Drum 36"		1	1		3			5
Drum 96"		1	3		1			5
Drum Skimmer	3							3
Dual Drum Skimmer	1							1
HAZ-Vac								0
Marco Skimmer	1				1			2
Pelican	2		1					3
Rope Mop 1-4	2							2
Rope Mop 2-4	6	1						7
Rope Mop 2-6	2							2
Rope Mop 2-9	4							4
Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL

Roll-off Box		20			5		5	30
Storage Barge		1	1					2
Storage Bladders	3							3
Storage Tanks		2						2
Crane Truck 25T	1							1
Decon Unit	1							1
Guzzler								0
IRE	2	2	1	1	2	1	3	12
Mobile Command	1							1
Skid Vac Unit	3							3
Truck Vac Unit		2			2			4
Van Trailers	2	3						5
Chem. Transf. Pump		1						1
Transfer Pump		2	1		2			5
Wash Pumps	25	4	2	4	6	4	8	51
Pressure Washer	1							
Pressure Washer 3500 PSI							1	1
Hot Water Washer	1							1
Poly Air Diaphragm Pump 2"	1							1
Stainless Air Diaphragm Pump 2"	1							1
Stainless Wash Pump 2"	1							1
Wash Pump 3"	4							4
Chemical Diaphragm Pump 2"	1							1
Diaphragm Pump 2"	2							2
Diaphragm Pump 3"	5							5
Fire Pump 4"	1							1
Hydraulic Power Pack Pump	2							2
Hydraulic Pump	1							1
Trash Pump 3"	1							1
Wacker Pump 2"	8						4	12
Wacker Pump 3"	11						6	17
LEL/O2 Meter	1	1	1	1	1	1	1	7
Drager unit	1	1	1	1	1	1	1	7
Fiberglass Extension Ladder 24'							1	
Hazmat Kit							1	1
Interface Probe							1	1
Norm Meter	1		1		1	1		4
Radiation Meter							1	1
Radiation Meter Probe							2	2
Multi Rae Plus 5 Gas Meter							1	1
Ultra Rae Meter							1	1
4 Gas Meter							1	1
Jerome Mercury Vapor Analyzer							1	1
Scare Guns	20							20
SCBA		5						5
HDR Bobcat	1							1
4X4 atv	6							6
Mule ATV							1	1

Truck 4x4	4							4
Truck Crew Cab 4x4							1	1
Crane Truck 25T	1							1
Crew Cab Truck	1							1
Dually Truck	3							3
Flatbed Truck 1 ton							1	3
Flatbed Truck 2 ton							1	3
Mechanic Truck	1							3
Pickup Truck 1 ton crew cab							4	4
Response Truck 2.5 ton							1	1
Vac Truck							1	1
Tractor 45 hp							1	1
Truck Tractor	4							4
Boom Trailer 20'							1	1
Box Van Trailer 40'	1							1
Box Van Trailer 42'	1							1
Box Van Trailer 45'	1							1
Cargo Trailer 10'	1							1
Cargo Trailer 14'							1	1
Cargo Trailer 25'	1							1
Cargo Trailer 28'	1							1
Drop Deck Trailer 44'	1							1
Emergency Response Trailer							2	2
Gooseneck Cargo Trailer 32'	5							5
Gooseneck Cargo Trailer 42'	1							1
Gooseneck Trailer 27'	1							1
Gooseneck Trailer 30'	1							1
Rolloff Box Trailer	2							2
Utility Trailer ATV 4'X6'							1	1
Utility Trailer 8'	1							1
Utility Trailer 10'	2							2
Utility Trailer 15'							1	1
Utility Trailer 16'	3							3
Utility Trailer 20'	1							1
Vac Trailer	1							1

Date: 2/28/2008 Time: 11:00 PM To: @ 15043928977



CONTRACTUAL RISK MANAGEMENT

Second Request 02/20/08
Third Request 02/28/08

DIANE E. COOL
Contract Analyst

February 14, 2008

VIA FACSIMILE 504392-8977

Mr. Joseph Christiana
Oil Mop L.L.C.
P.O. Box 56951
New Orleans, LA 70156

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon
Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP
Minnesota Pipe Line Company, LLC

Dear Mr. Christiana:

Oil Mop, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to amend the ISA as detailed below.

Due to an internal merger, Koch Energy, Inc. is now Koch Energy, LLC. We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to mean the following companies:

Flint Hills Resources, LP, Koch Energy, LLC, Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc.,
Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP,
Minnesota Pipe Line Company, LLC

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. will be done pursuant to the Agreement dated November 30, 1998, as previously amended, and this amendment dated February 14, 2008.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Diane Cool, Contract Analyst, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax to 316-828-9352.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

Diane Cool
Contract Analyst

Federal ID # 72-1347853
By:
Printed Name: Joseph J. Christiana
Title: Vice President
Date: 03-03-2008



January 31, 2006

VIA FACSIMILE: 504-392-8977

Oil Mop, L.L.C.
PO Box 56981
New Orleans, LA 70156

Re: Partial Termination and Amendment of Agreement 9700442-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

To Whom It May Concern:

As you know, your company currently has in effect an Agreement, dated **November 30, 1998** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

SENT BY: OMI;

MAR-19-03 WED 04:02

504 394 9677;

MAR-20 11:11AM;

FAX NO. 316 8287664

PAGE 2/3

P. 02/06



LEGAL DEPARTMENT

March 19, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A

Flint Hills Resources, LP

Koch Fertilizer Storage and Terminal Company

Koch Hydrocarbon, LP

Koch Pipeline Company, L.P.

Minnesota Pipe Line Company

Koch Energy, Inc.

Koch Hydrocarbon Southeast, Inc.

Koch Nitrogen Company

Koch Supply & Trading, LP

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999; February 9, 2001; February 22, 2001; December 11, 2001; February 11, 2002 and February 8, 2003, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding Koch Exploration Company, LLC, to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following companies:

Flint Hills Resources, LP

Koch Exploration Company, LLC

Koch Hydrocarbon Southeast, Inc.

Koch Nitrogen Company

Koch Supply & Trading, LP

Koch Energy, Inc.

Koch Fertilizer Storage and Terminal Company

Koch Hydrocarbon, LP

Koch Pipeline Company, L.P.

Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated _____, and this amendment dated March 19, 2003.

SENT BY: OMI;

MAR-19-03 WED 04:22 PM

KOCH LEGAL

504 394 9677;

MAR-20 11:12AM;
FAX NO. 316 8287664

PAGE 3/3
P. 03/06

Oil Mop, L.L.C.
March 19, 2003
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the addition of endorsements (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By: 
Printed Name: Mr. Bruce Bell
Title: Contact Administrator
Date: 3-20-03



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

February 8, 2003

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Fertilizer Storage and Terminal Company,
Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP, Koch Nitrogen Company,
Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, L.L.C. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add a new paragraph, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, as previously amended, and this amendment dated February 8, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
ISA Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By:
Printed Name: Bruce W. Bell
Title: Contract Administrator
Date: 2/14/03

SENT BY: OIL MOP LLC;

FEB-11-02 MON 12:43 PM KC LEGAL

504 561 9274;

FEB-13 9:38AM;

FAX NO. 316 864

PAGE 3/4
P. 02

LEGAL DEPARTMENT

LYNDA L. WEHNER
LEGAL ASSISTANT

February 11, 2002

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Supply & Trading, LP

Koch Energy, Inc.

Koch Hydrocarbon, LP
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended November 13, 2000; February 9, 2001; February 22, 2001 and December 11, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is Oil Mop, L.L.C., rather than Oil Mop, a division of Nalty Environmental Services, L.L.C., as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated November 30, 1998, to include Oil Mop, L.L.C..

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendments dated November 13, 2000; February 9, 2001; February 22, 2001; December 11, 2001, and this amendment dated February 11, 2002.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

SENT BY: OIL MOP LLC;

FEB-11-02 MON 12:44 PM KC LEGAL

504 561 9274;

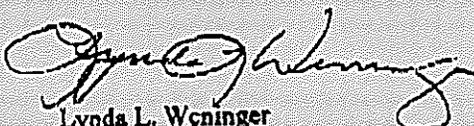
FEB-13 9:38AM;
FAX NO. 316 864

PAGE 4/4
P. 03

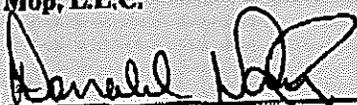
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator/Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: DONALD NEWBY
Title: President
Date: 2/13/02

By: _____
Printed Name: _____

Title: _____

Date: _____

DEC-13-01 THU 02:33 PM KOCH INDUSTRIES

FAX NO. 316/287664

P. 02/05



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 11, 2001

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, a division of Nalty Environmental Services, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

- (a.) Effective January 1, 2002, the term "Company" **shall not include** Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and
- (b.) With respect to work/services performed on or after January 1, 2002, the term "Company" **shall include** (in addition to the other entities referenced above) Koch Hydrocarbon, J.P., and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, L.P.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

Oil Mop, a division of Nalty Environmental Services, L.L.C.
December 5, 2001
Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: ALFRED BAKER
Title: SALES manager
Date: 12-12-01

SENT BY: OIL MOP LLC;
FEB-22-01 THU 01:10 PM

KOCH INDUSTRIES

504 561 9274;

MAR-20-01 10:18AM;

PAGE 2/2

FAX NO. 316 87664

P. 01/01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700442-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Nalty:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Minnesota Pipe Line Company

All future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

AGREED & ACCEPTED:
Oil Mop, a division of Nalty Environmental Services, L.L.C.

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Printed Name: Donald Nalty
Title: President

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-12-01 10:18AM;

PAGE 1/2

FEB-09-01 FRI 04:22 PM KOCH INDUSTRIES

FAX NO. 287664

P. 02



February 9, 2001

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of
Nalty Environmental Services, L.L.C.
145 Keating Drive
Belle Chasse, Louisiana 70037

Re: Amendment to Intermittent Services Agreement 9700442-A

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Energy, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Koch Fertilizer Storage and Terminal Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated August 2, 1999, and this amendment dated February 9, 2001.

SENT BY: OIL MOP LLC;
FEB-09-01 FRI 04:23 PM KOCH INDUSTRIES

504 561 9274;

FEB-12-01 10:18AM;

PAGE 2/2

FAX NO. 3287664

P. 03

Oil Mop, a division of
Natty Environmental Services, L.L.C.
February 9, 2001
Page 2

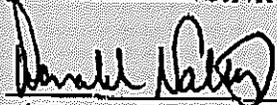
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, a division of
Natty Environmental Services, L.L.C.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: DONALD NATTY, JR.
Title: president
Date: 2-12-01

Enclosures

INTERMITTENT SERVICES AGREEMENT 9700442G-A

This Intermittent Services Agreement ("Agreement") is entered into this 13th day of November, 2000, but effective as of the date specified below, by and between:

(i.) **Oil Mop, a division of Nalty Environmental Services, L.L.C.** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700442-A dated November 30, 1998, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

**Oil Mop, A Division of
Nalty Environmental Services, L.L.C.**

By: 
Printed Name: Donald Nalty, Jr.
Title: CEO
Date: 11/13/00



August 2, 1999

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 1-504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 K/D/S Promix, L.L.C. Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Energy Services Company (n/k/a Koch Energy, Inc.)
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding **Koch Operating Services Company** to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as **Koch Petroleum Group, L.P.**

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
 Koch Energy, Inc.
 Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, and this amendment effective August 2, 1999.

Oil Mop, a division of Nalty Environmental Services, L.L.C.

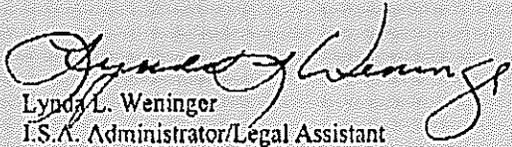
August 2, 1999

Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

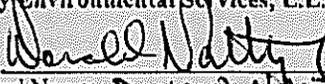
Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: DONALD NATLY, JR.
Title: president
Date: 8-4-99

Enclosures

INTERMITTENT SERVICES AGREEMENT

Date: November 30, 1998 Contractor: Oil Mop, a Division of Nalty Environmental Services, L.L.C.
 Agreement Number: 9700442-A01

PARTIES

1. It is hereby agreed between:

- | | | |
|------|---|---|
| (i.) | Koch Energy Services Company
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
K/D/S Promix, L.L.C. | Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Oil Company
Koch Refining Company, L.P. |
|------|---|---|

(such company or companies being collectively referred to hereinafter as "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and

- (ii.) Oil Mop, a division of Nalty Environmental Services, L.L.C.

(such company being referred to hereinafter as "Contractor"), whose business address is 145 Keating Drive, Belle Chase, Louisiana 70037; that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] E Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] INLAND, RIVERS AND CANALS environment(s) in the following geographic location(s) [insert precise description of geographic location in which OSRO classification applies], if Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement:
MSO NY/NJ, MSO PADUCAH, MSO MOBILE, MSO NEW ORLEANS, MSO MORGAN CITY, MSO GALVESTON,
MSO HOUSTON

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

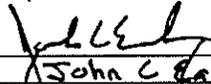
TERM

25. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date above written.

COMPANY

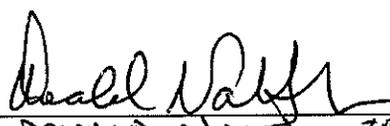
- Koch Energy Services Company
- Koch Fertilizer Storage and Terminal Company
- Koch Gateway Pipeline Company
- Koch Gateway Pipeline, L.P.
- Koch Hydrocarbon Company
- Koch Hydrocarbon Southeast, Inc.
- Koch Nitrogen Company
- Koch Oil Company
- Koch Pipeline Company, L.P.
- Koch Refining Company, L.P.
- K/D/S Promix, L.L.C.

By 

 (Printed Name) John C. Barley
 Title Vice President
 Date 1/29/99

CONTRACTOR

Oil Mop, a Division of Nalty Environmental Services, L.L.C.

By 

 (Printed Name) DONALD NALTY, JR.
 Title President
 Date 12-9-98

COMPANY'S WITNESS

By _____
 Date _____

CONTRACTOR'S WITNESS

By 

 Date 12-10-98

LMR\5APACK\

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 9700442-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
- (i.) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 93) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii.) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.



TECHNICAL RESPONSE PLANNING
CORPORATION

1995 ✦ 2005
10 YEARS OF EXCELLENCE

October 30, 2006

L. E. Herrick
Response Plans Officer
U.S. DOT Office of Pipeline Safety
400 Seventh Street, S.W., Room 2103
Washington, D.C. 20590

RE: RSPA Sequence Number 451 - Southern Zone Spill Response Plan
RSPA Sequence Number 640 - Central Zone Spill Response Plan
RSPA Sequence Number 638 - Northern Zone Spill Response Plan

Dear L. E. Herrick:

In response to the letter dated December 13, 2005 from your office, we are respectfully submitting, on behalf of Koch Pipeline Company, LP (KPL) two enclosed copies of the above referenced 49 CFR Part 194, Response Plans for Onshore Transportation-Related Facilities for your review and approval.

Previously KPL and Flint Hills Resources (FHR) submitted a joint Integrated Contingency Plan (ICP) to your office for review and approval. KPL and FHR are now submitting separate response plans due to the development of the electronic plan format.

There are several findings in the December 13, 2005 letter concerning uncertainties with the joint response plans and cross-reference errors. The electronic plan has addressed the cross-reference errors and the separate plans address the uncertainties that were contained in the combined plan. The OPS sequence numbers (452, 453, 639, 641, and 642) have been deleted from KPL's response plans. The TGLO map finding is no longer an issue as all maps are in electronic format.

The summary of review findings has been addressed in this submission. The plans include a cross references that will allow you to quickly review the plans and ensure KPL has met all required components. In addition we have attached a reference of all the plan items and the section in which they are addressed.

If you have any questions regarding the enclosed Koch Pipeline Plans, please contact Shawna D. Poor, DOT Compliance Coordinator, at (361) 242-5504.

Sincerely,
TECHNICAL RESPONSE PLANNING CORPORATION

Gregory Desmond
Senior Project Manager

Enclosures
Federal Express

GD:ac

Site 2 - Gum Hollow County Road 79

Nueces Bay



RESPONSE STRATEGY

Latitude/Longitude: N 27° 58.288' " I W 97° 21.847' "

Location: FM 893 just west of CR79/CR3567., Portland, TX 78374

Water Way: Nueces Bay

Owner:

Distance from Spill Source: Approximately 1.5 miles from this dam to our pipeline (north of this is one line). Approximately 777 feet south of this dam is another pipeline.

Map Reference:

Response Objective: Containment and collection

Response Tactic: - Normal Conditions
Deploy two 100-ft segments of hard boom across the both sides of the bridge and anchor using shoreline anchoring techniques to divert oil to the northwest shore bank for containment and recovery operations. Any hard boom utilized should be backed with sorbent boom. Use vac truck and skimmer for recovery operations. The first picture depicts the valve at the Gum Hollow Dam. The middle picture is of the Gum Hollow Dam. Possible staging area just to the south of the road.

Watercourse Description: Average river velocity is 3 22 feet/sec or 2.20 miles /hour

Description of Worksite:

Critical Response Information: There is a possible staging area just south of the road but we must be careful of traffic. Remember SAFETY F RST!

Date Last Revised: October 26, 2006

Site 2 - Gum Hollow County Road 79

LEGEND Origin ● Destination ● Pipeline —

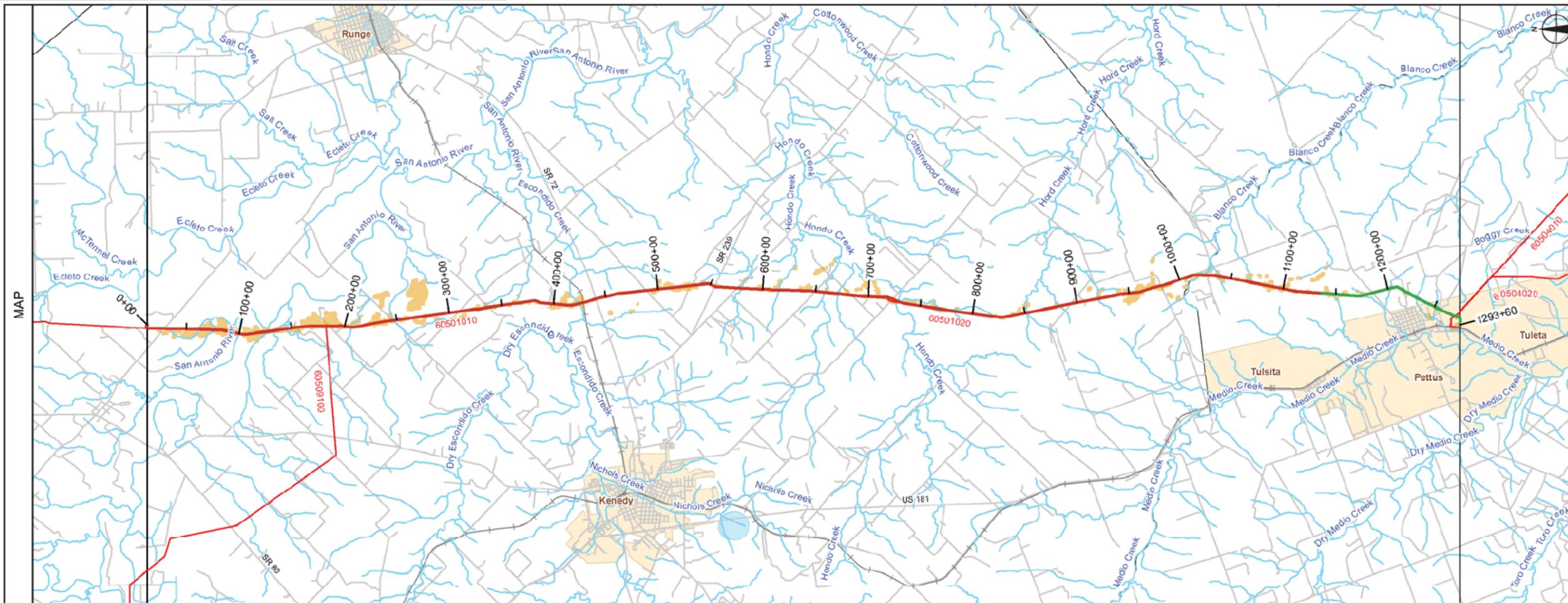
DRIVING DIRECTIONS

From the Corpus Christi Office: Take IH 37 to US 181/SR35 (go over the Harbor Bridge into Portland). Exit Moore Avenue (left) and continue until you pass CR 79/CR 3567 (once you pass CR 81 the name of this road changes name to CR 893) you will be at the bridge that runs over Gum Hollow Creek.

RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Containment Boom
	Sorbent Boom
	Vac Truck(s)
	Frac Tank(s)
	Work Boat(s)
	Skimmer(s)
	3/8" Polypropylene Line
	Stake(s)
	Sledge hammer(s)
	Sorbent pad(s)
	85 gallon drum liners
	Cell Phone(s)
	Portable Radios(s)
	Light tower(s)

RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Port-o-let(s)
	Poly lined roll-off boxes
	Metal Culvert Pipes
	Trac-hoe

RECOMMENDED PERSONNEL	
NUMBERS	DESCRIPTION
	Boat Operator(s)
	Equipment Operator(s)
	Laborer(s)
	Supervisor(s)
	Vac Truck Operator(s)



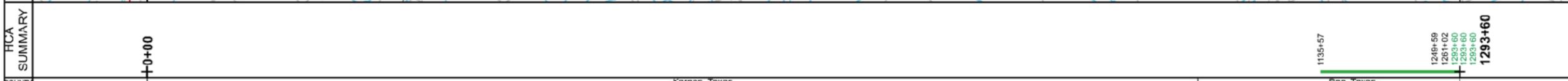
LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

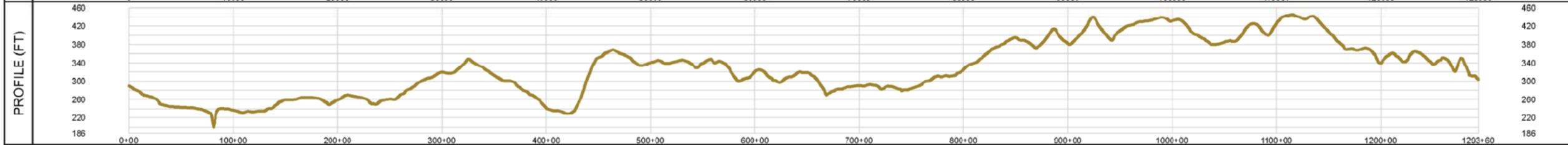


VOLUME GRAPH LEGEND

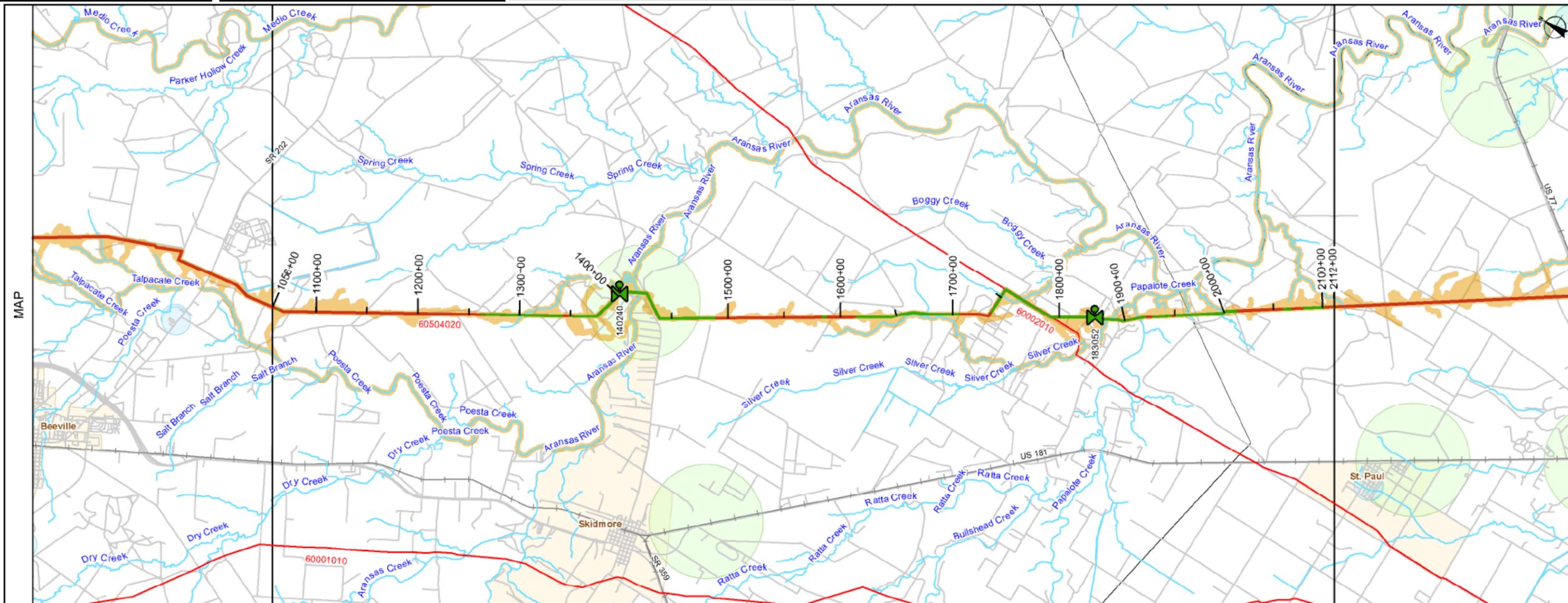
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60501020



Helena to Tomlinson, 16in.
 FROM +0 TO 1293+60
 TOTAL PIPE LENGTH = 129360 FEET
 FILE: ICP-SMAP-60501020-AS_SMAP-B-1
 SHEET CREATION DATE: 12/2/2011 2:58 55 PM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 1 OF 1



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



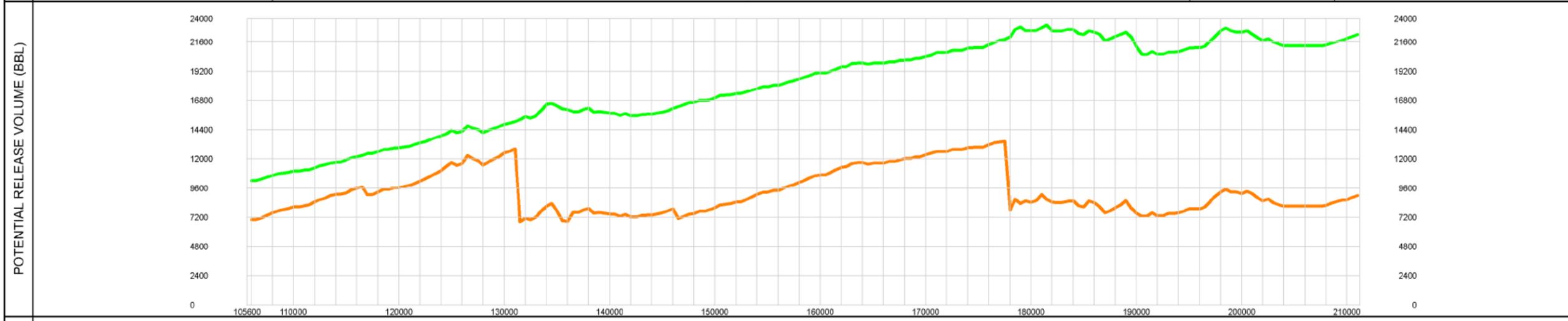
VOLUME GRAPH LEGEND

Response Scenario A

- EFRDs
- No Response to Block Valves

Response Scenario B

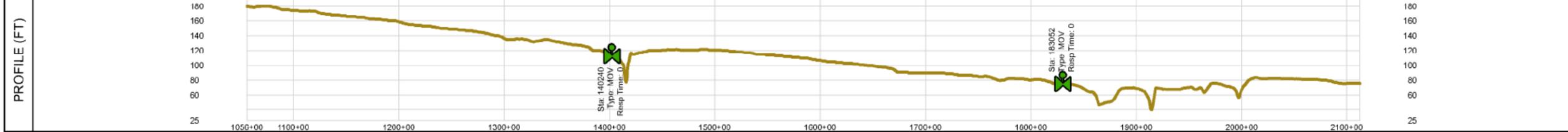
- EFRDs
- Response to Block Valves



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INDEX 60504020



Pettus to Mayo 20in.

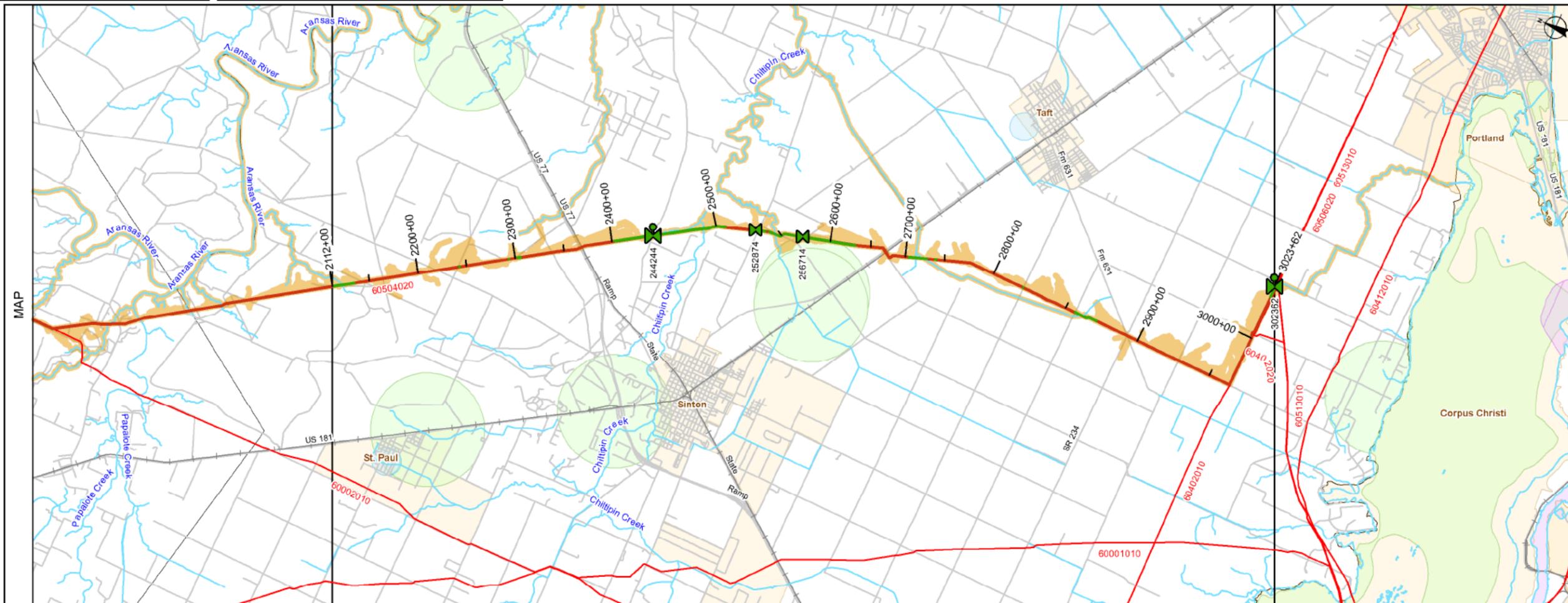
FROM 1056+00 TO 2112+00
 TOTAL PIPE LENGTH = 105600 FEET

FILE: ICP-SMAP-60504020-AS_SMAP-B-2

SHEET CREATION DATE: 6/14/2012 8:40:15 AM

UTM - 1983 Zone 14 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 2 OF 3



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Rate and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

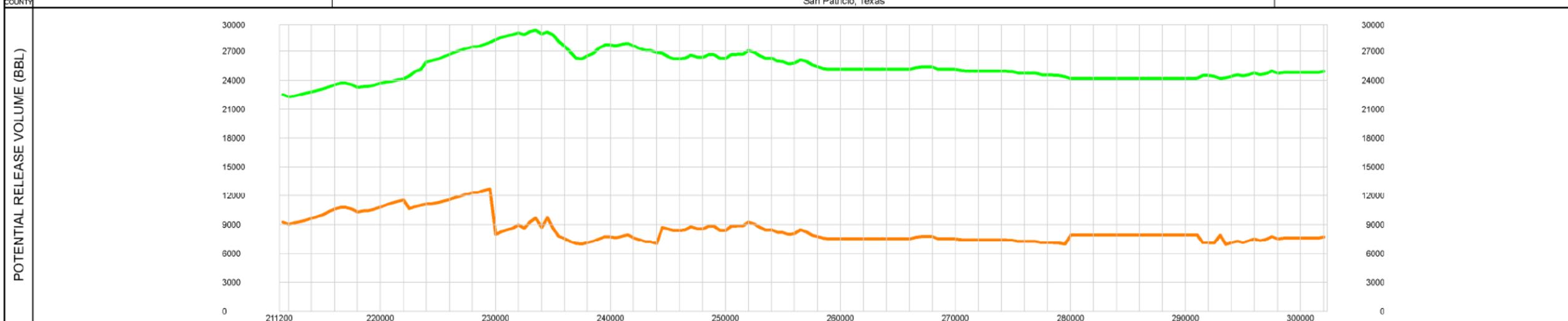
LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

HCA SUMMARY

Station	Volume
2112+00	2112+00
2112+00	2135+65
2135+65	2135+65
2241+72	2243+89
2243+89	2282+60
2282+60	2284+76
2301+26	2302+55
2302+55	2305+59
2305+59	2306+67
2401+69	2407+32
2506+12	2506+12
2506+12	2506+16
2506+16	2524+36
2524+36	2536+77
2536+77	2538+35
2538+35	2549+50
2549+50	2551+28
2551+28	2553+91
2553+91	2554+74
2554+74	2567+16
2567+16	2611+03
2611+03	2631+79
2631+79	2631+79
2631+79	2703+22
2703+22	2728+01
2728+01	2729+01
2729+01	2737+15
2737+15	2741+22
2741+22	2741+22
2819+82	2821+16
2821+16	2855+84
2855+84	2855+84
2855+84	2872+02
2872+02	2872+02
3018+74	3018+74
3018+74	3023+62
3023+62	3023+62
3023+62	3023+62

VOLUME GRAPH LEGEND

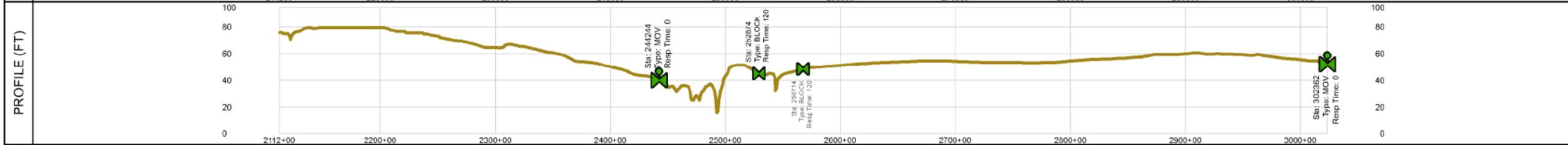
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves



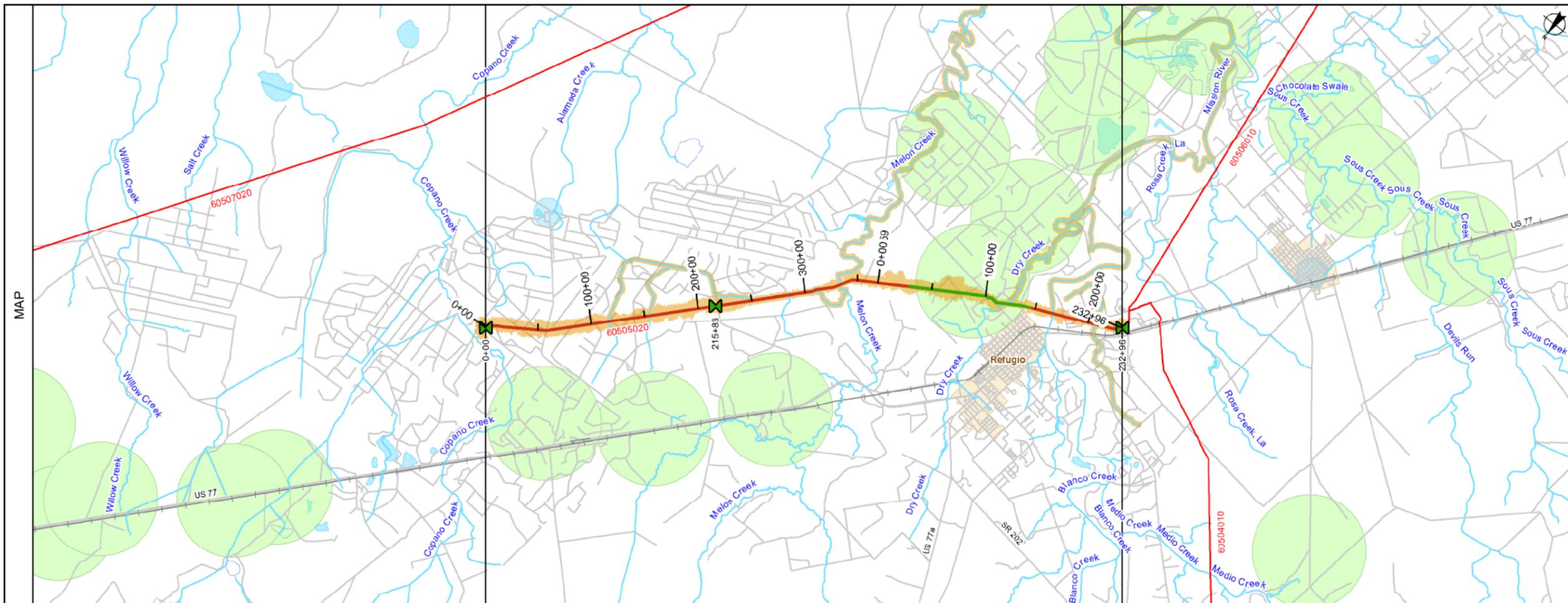
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INDEX 60504020



Pettus to Mayo 20in.
 FROM 2112+00 TO 3023+62
 TOTAL PIPE LENGTH = 91162 FEET
 FILE: ICP-SMAP-60504020-AS_SMAP-B-3
 SHEET CREATION DATE: 6/14/2012 8:42:23 AM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 3 OF 3



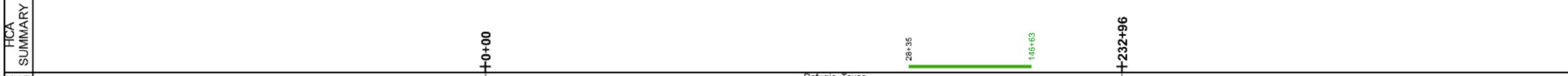
LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township Range
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)
	Coating Change
	Pipe Specification Change
	Check Valve
	Indirect / Potential
	Drains
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Manhole Valve
	Remote Operated Valve

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

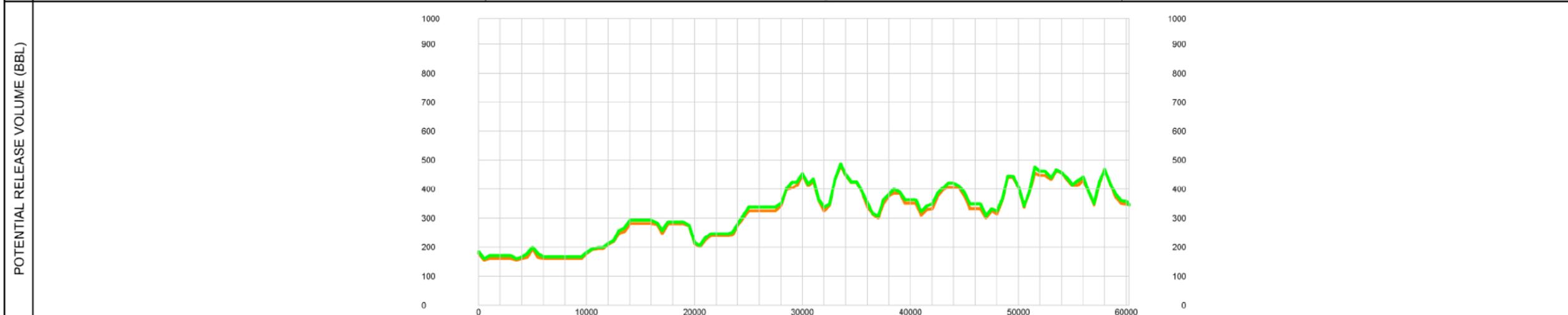
RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

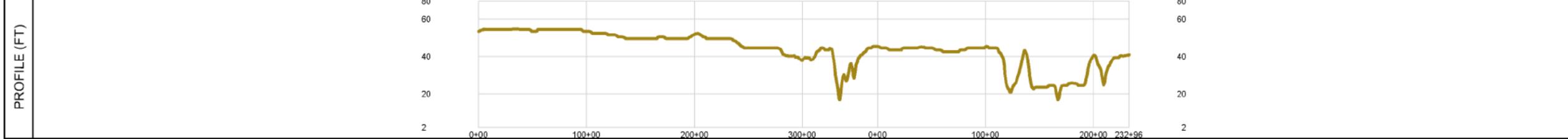
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves



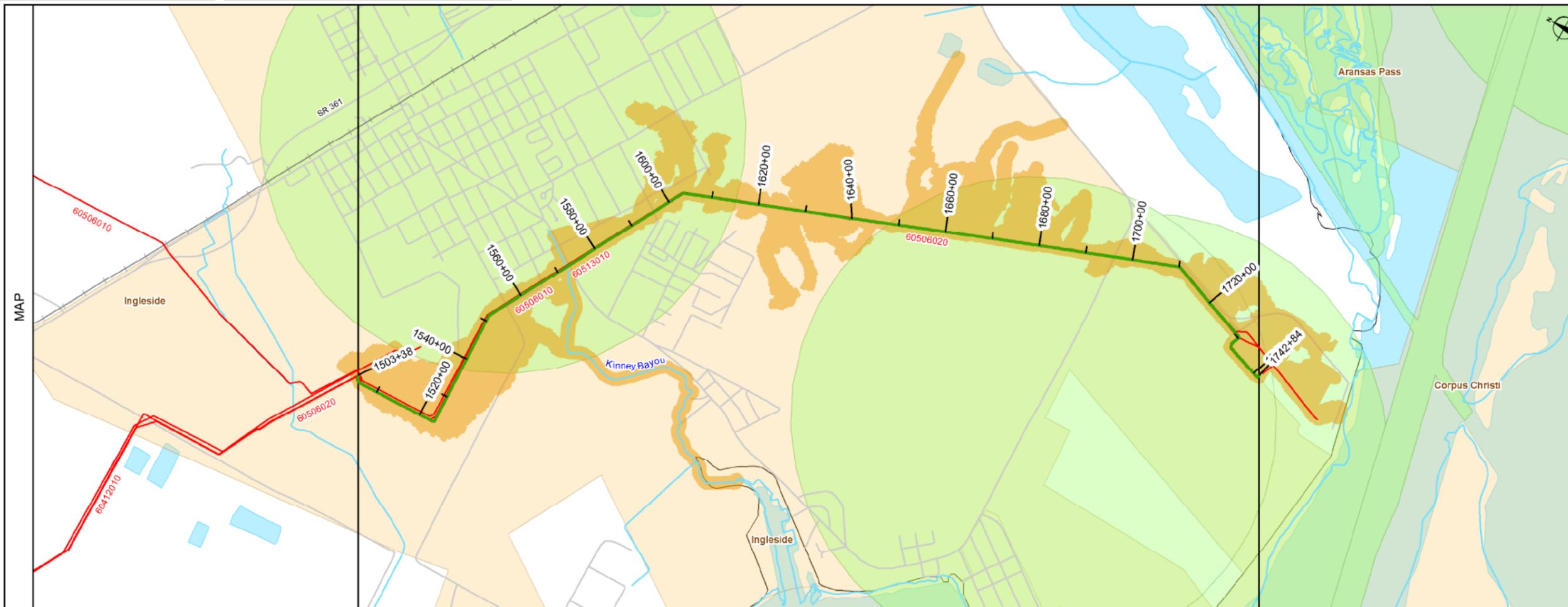
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INDEX 60505020



New Quintana to Refugio 8in
 FROM +0 TO 232+96
 TOTAL PIPE LENGTH = 60255.1 FEET
 FILE: ICP-SMAP-60505020-AS_SMAP-B-1
 SHEET CREATION DATE: 7/21/2011 10:33:44 AM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 1 OF 1



LEGEND

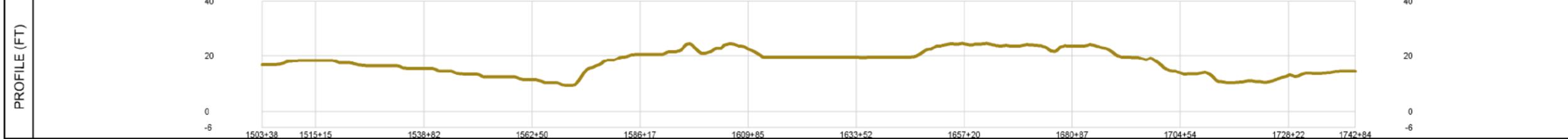
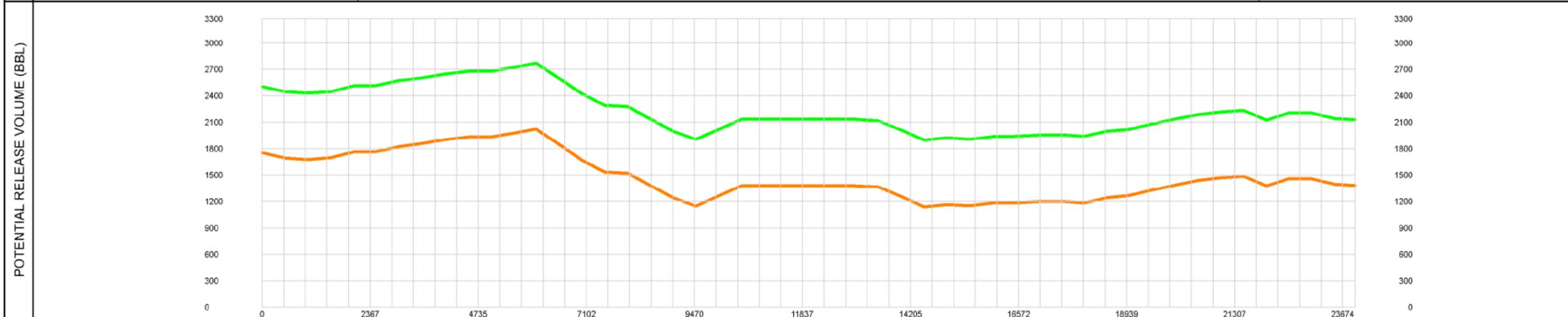
	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Tumpicos
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
	Mainline Valve		Waterway
	Remote Operated Valve		County Line
			State Line
			Natural Ground

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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KOCH
 KOCH PIPELINE COMPANY LP

INDEX 60506010

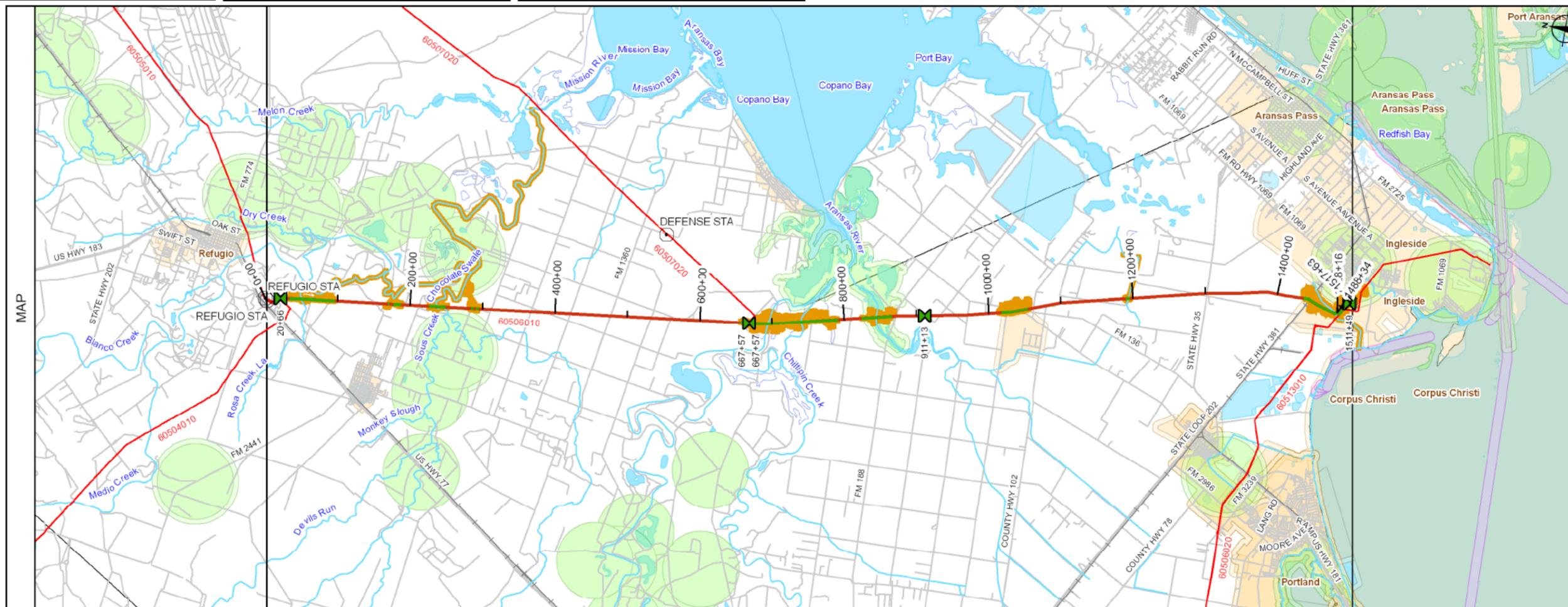
Refugio To Ingleside Jct., 12in.
 FROM 1503+38 TO 1742+84
 TOTAL PIPE LENGTH = 23946 FEET

FILE: ICP-SMAP-60506010-AS_SMAP-B-1

SHEET CREATION DATE: 7/1/2011 3:17 29 PM

UTM - 1983 Zone 14 SCALE: 1 IN = 0.75 000 000 MM

BandDef_SMAP_B.xml SHEET 1 OF 1



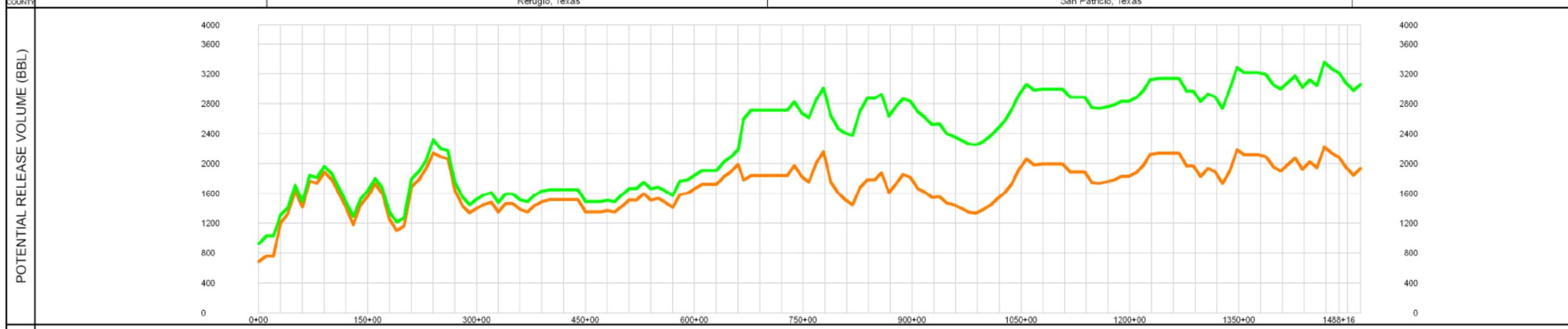
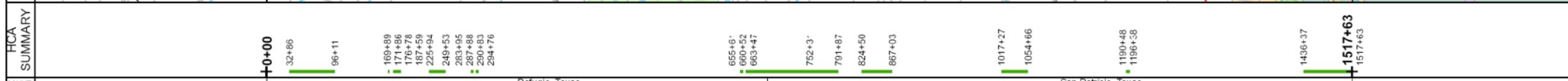
LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE:
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 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

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- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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North Crude System
INDEX 60506010



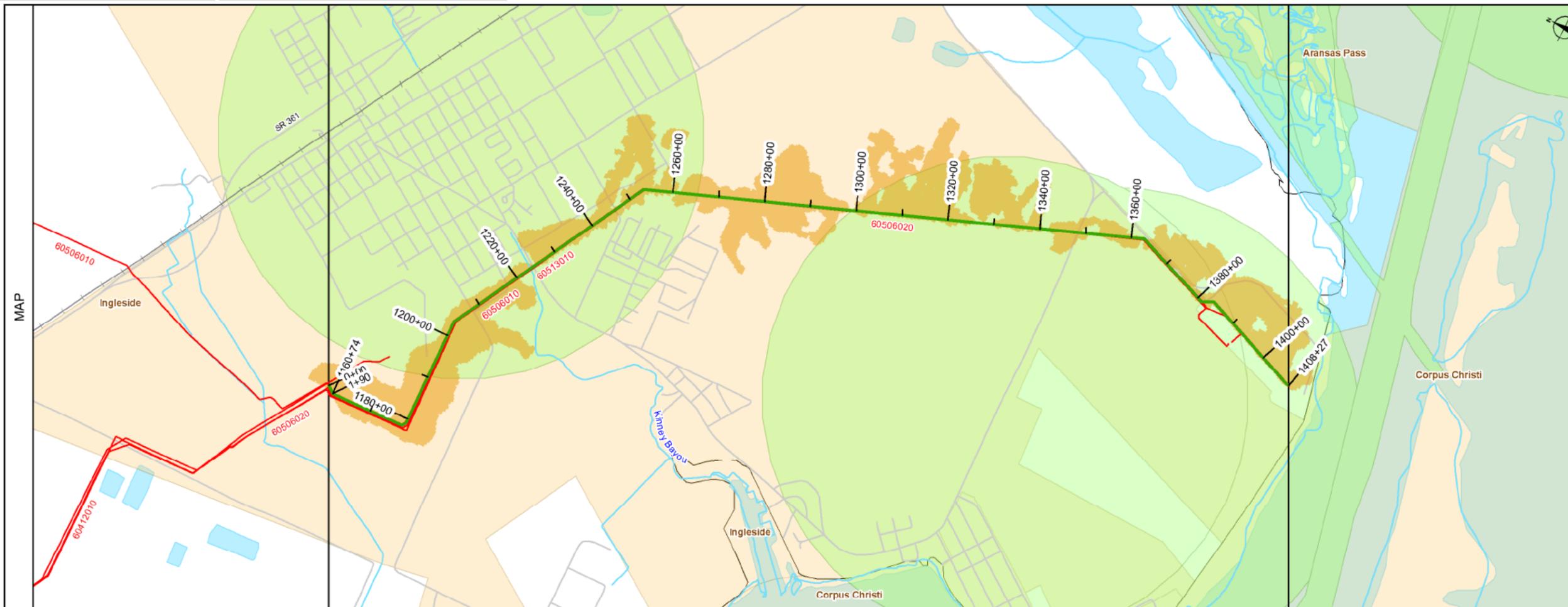
Refugio To Ingleside Jct., 12in.
 FROM +0 TO 1517+63
 TOTAL PIPE LENGTH = 151745 FEET

FILE: ICP-ICP-60506010-ASICP-B-1

SHEET CREATION DATE: 9/22/2006 11:40:15 AM

UTM - 1983 Zone 14 SCALE: 1 IN = 3 MI

BandDef_JCP_B.xml SHEET 1 OF 1



LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Riprap Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Maintenance Valve
			Remote Operated Valve

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 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

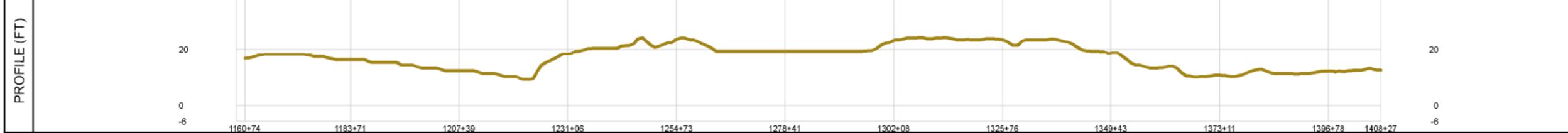
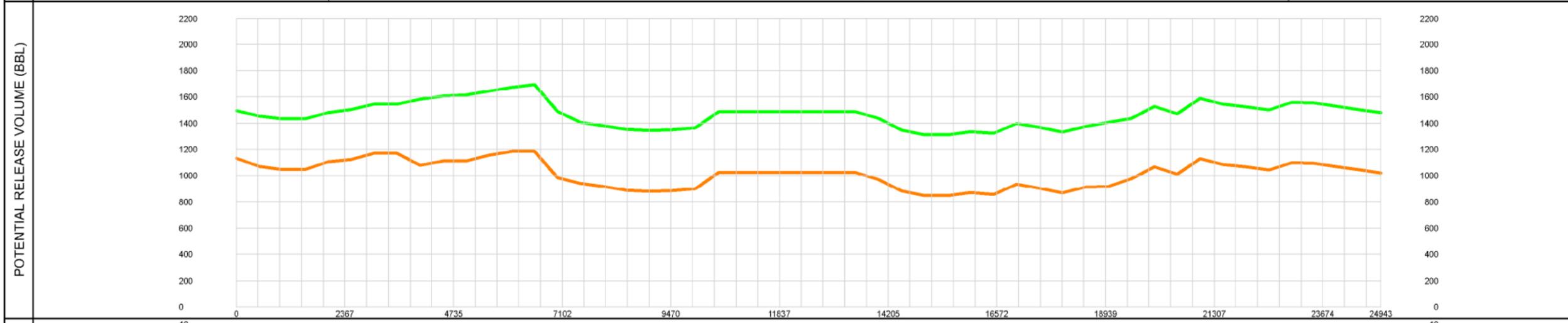


VOLUME GRAPH LEGEND

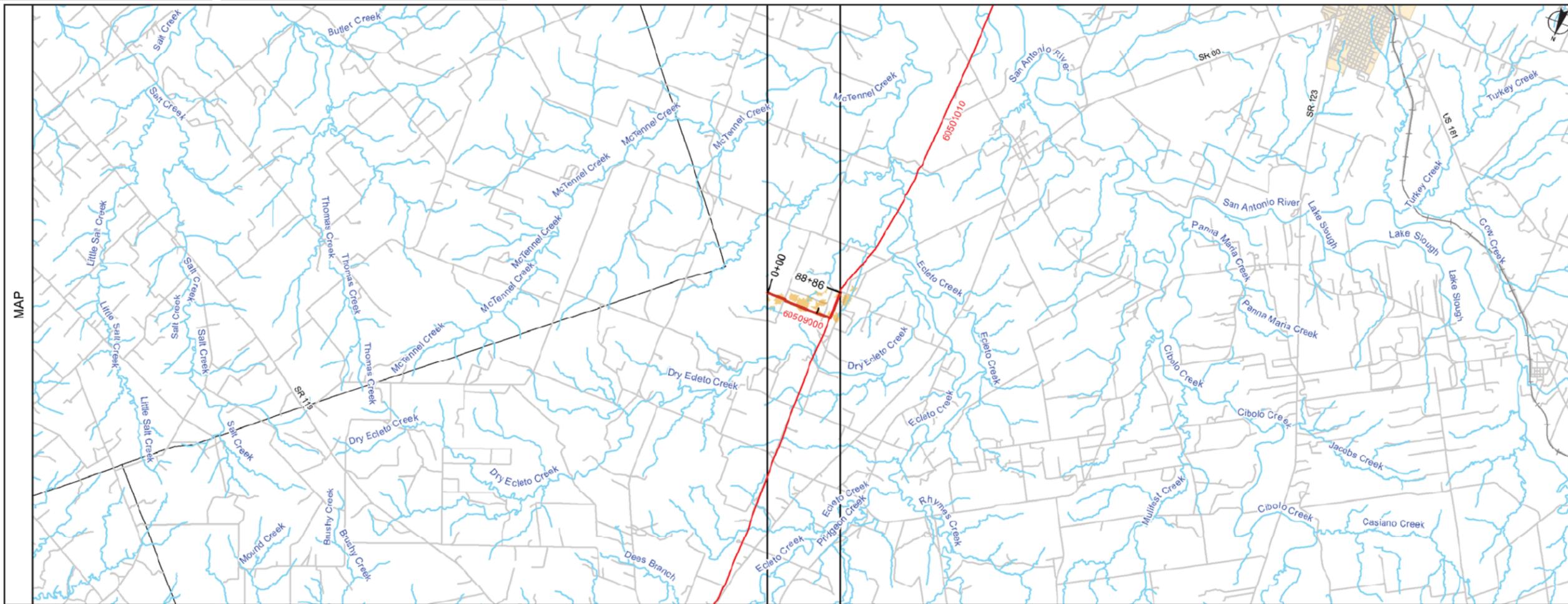
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60506020



Mayo Jct. to Ingleside Terminal, 10in.
 FROM +0 TO 1408+27
 TOTAL PIPE LENGTH = 24943 FEET
 FILE: ICP-SMAP-60506020-AS_SMAP-B-1
 SHEET CREATION DATE: 7/11/2011 4:20:44 PM
 UTM - 1983 Zone 14 SCALE: 1 IN = 0.75 000 000 MM
 BandDef_SMAP_B.xml SHEET 1 OF 1



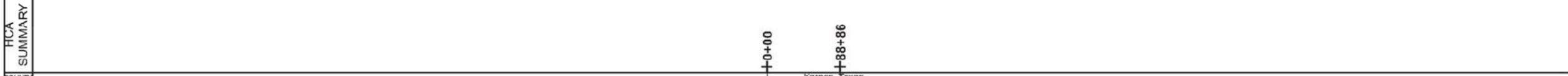
LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Rate and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

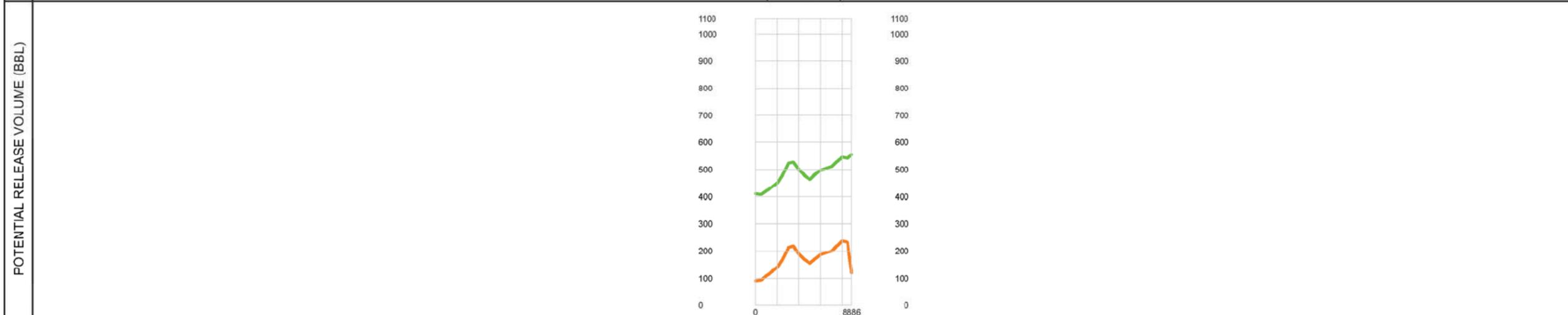
RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



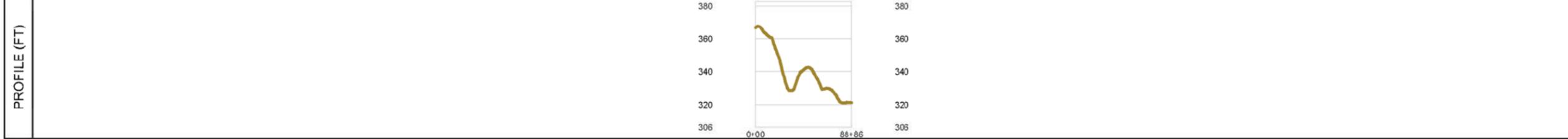
VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves



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INDEX 60509000



Schandel Gathering

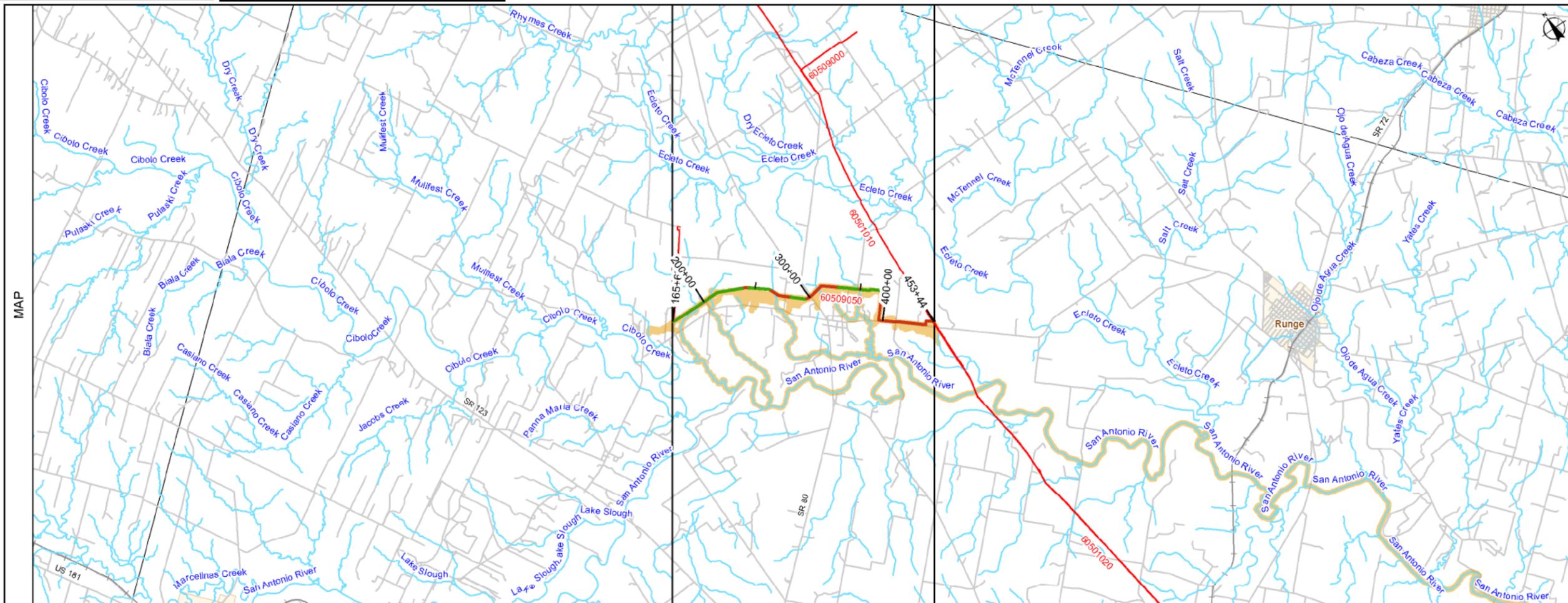
FROM +0 TO 88+86
 TOTAL PIPE LENGTH = 8886 FEET

FILE: ICP-SMAP-60509000-AS_SMAP-B-1

SHEET CREATION DATE: 12/26/2011 8:00:21 AM

UTM - 1983 Zone 14 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE

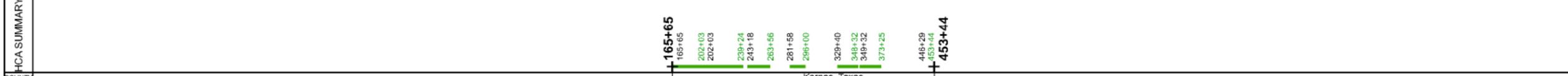
Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME

The time from start of a release until detection plus the shutdown response time.

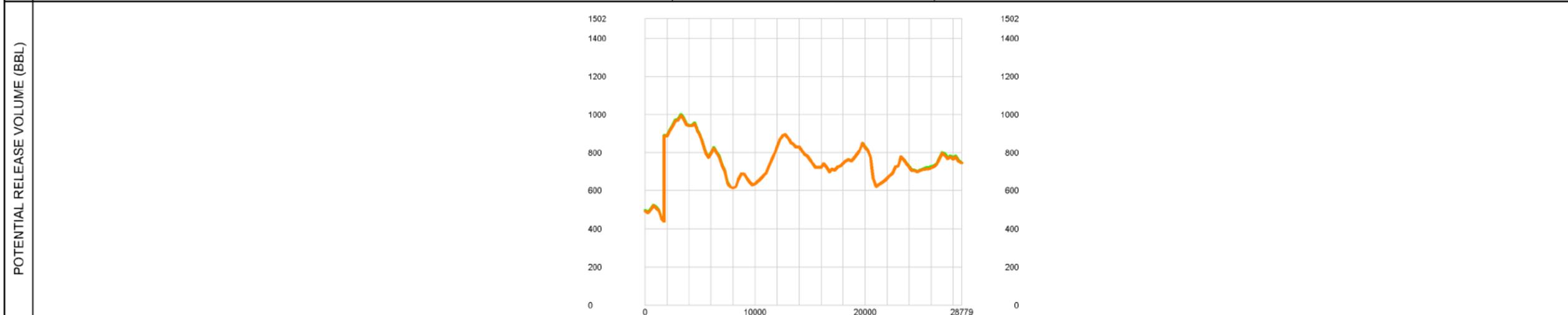
LINE DRAINAGE

The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

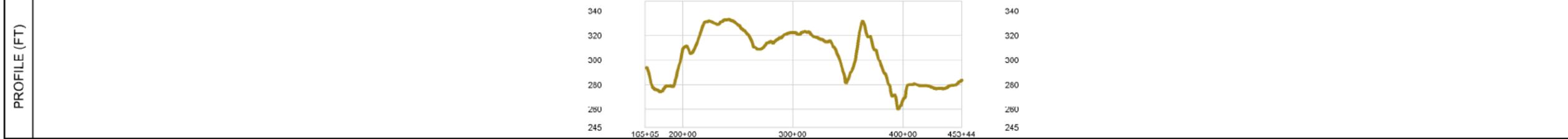
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves



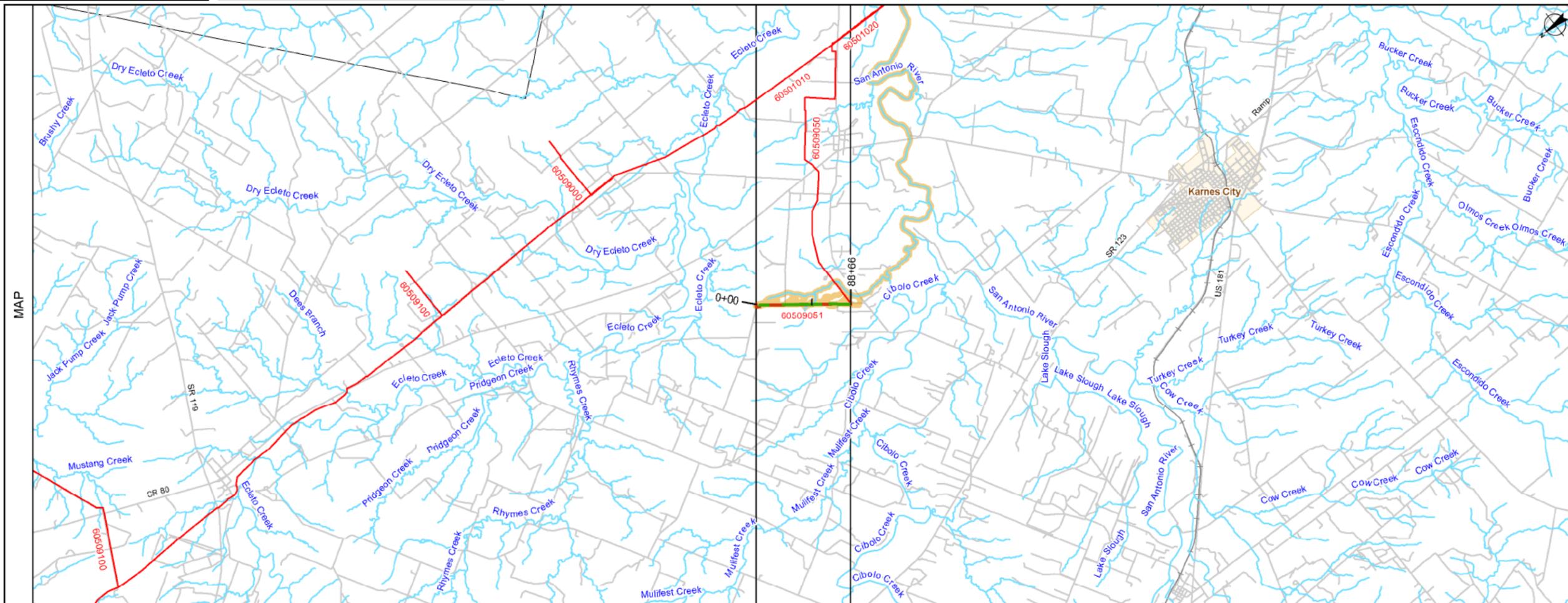
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INDEX 60509050



Helena Gathering
 FROM 165+65 TO 453+44
 TOTAL PIPE LENGTH = 28779 FEET
 FILE: ICP-SMAP-60509050-AS_SMAP-B-1
 SHEET CREATION DATE: 11/2/2012 11:22:04 AM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 1 OF 1



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE

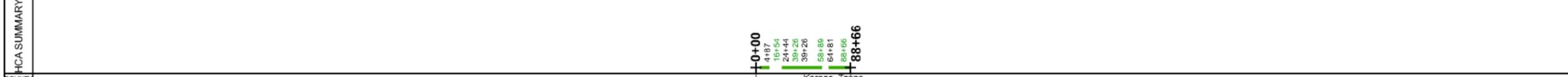
Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME

The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE

The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60509051

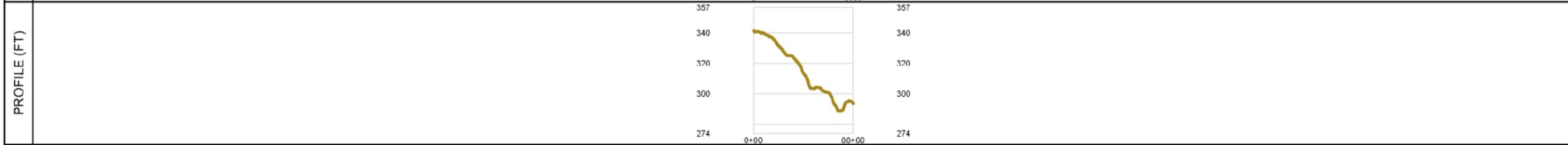
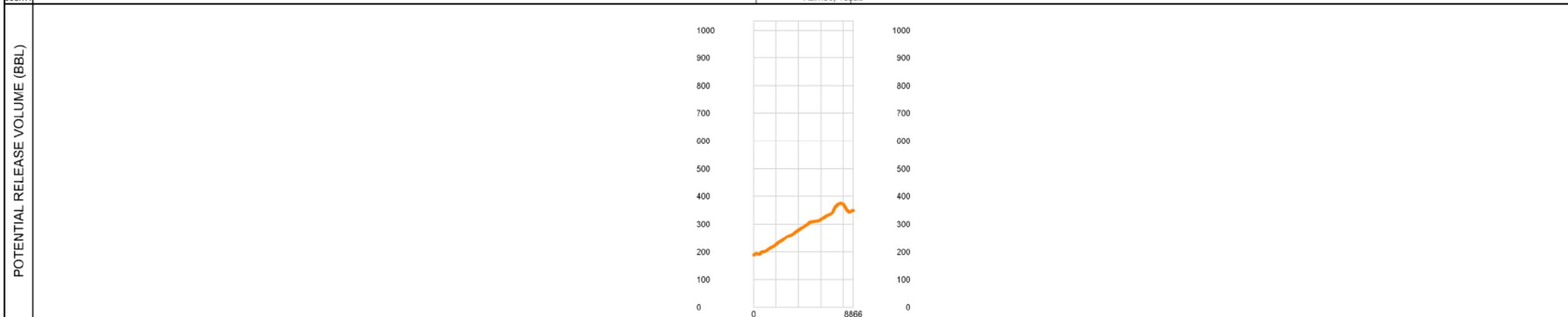
JOG Gathering
FROM +0 TO 88+66
TOTAL PIPE LENGTH = 8866 FEET

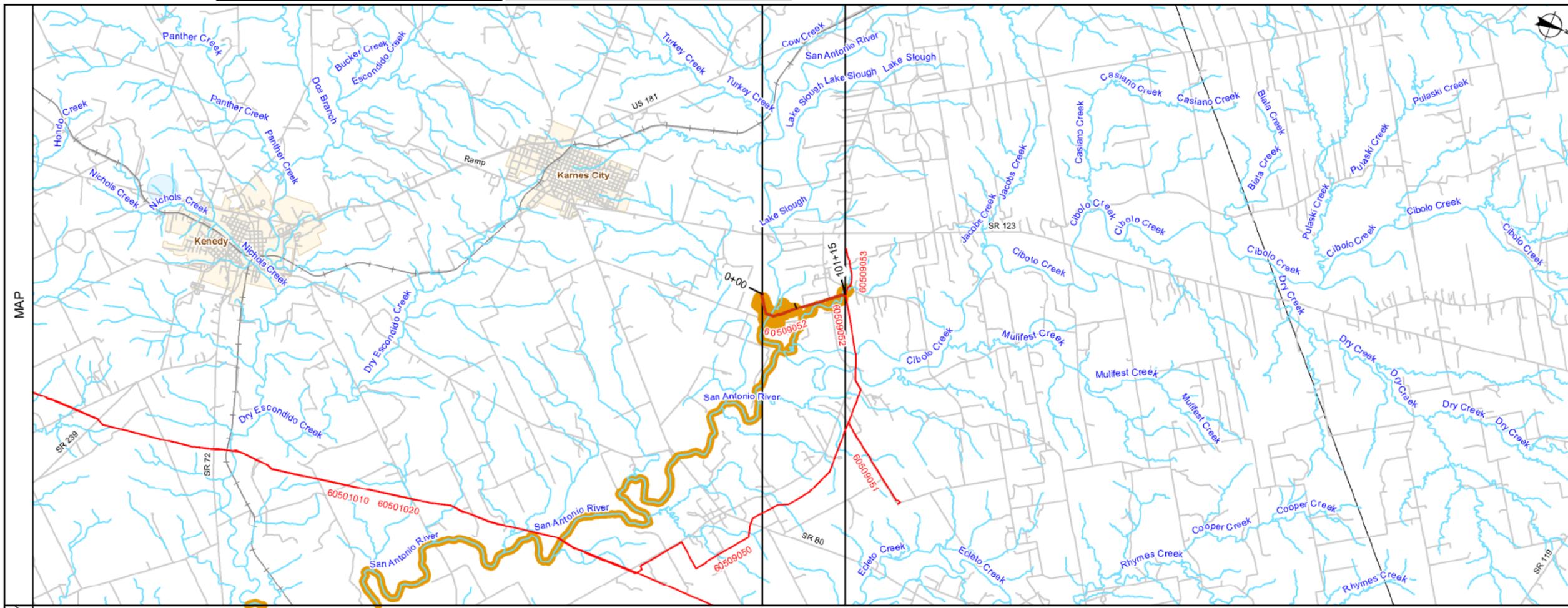
FILE: ICP-SMAP-60509051-AS_SMAP-B-1

SHEET CREATION DATE: 11/2/2012 11:29:03 AM

UTM - 1983 Zone 14 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1





LEGEND

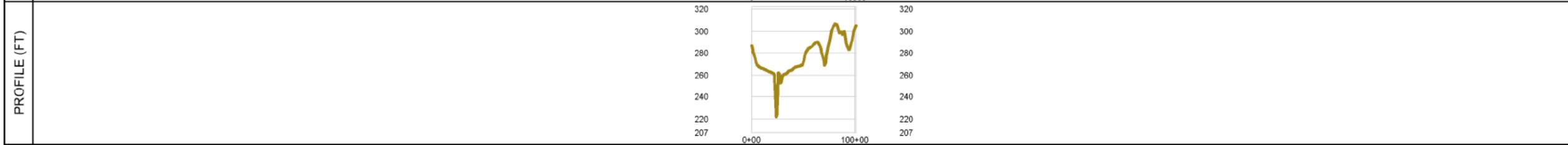
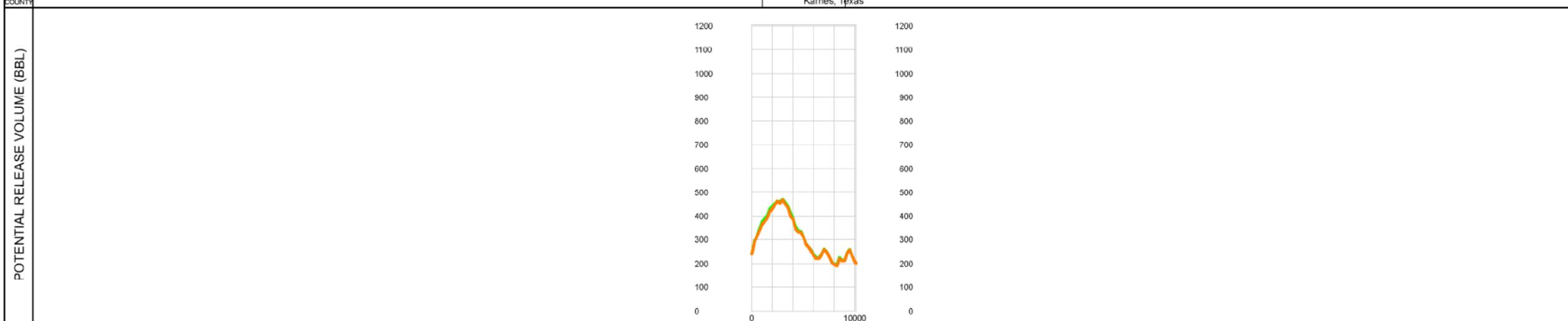
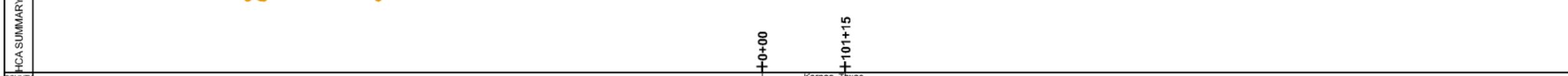
	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Proximal)		State Highways
	Coating Change		Major Local Roads
	Pipe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Maintenance Valve
			Remote Operated Valve

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.



VOLUME GRAPH LEGEND

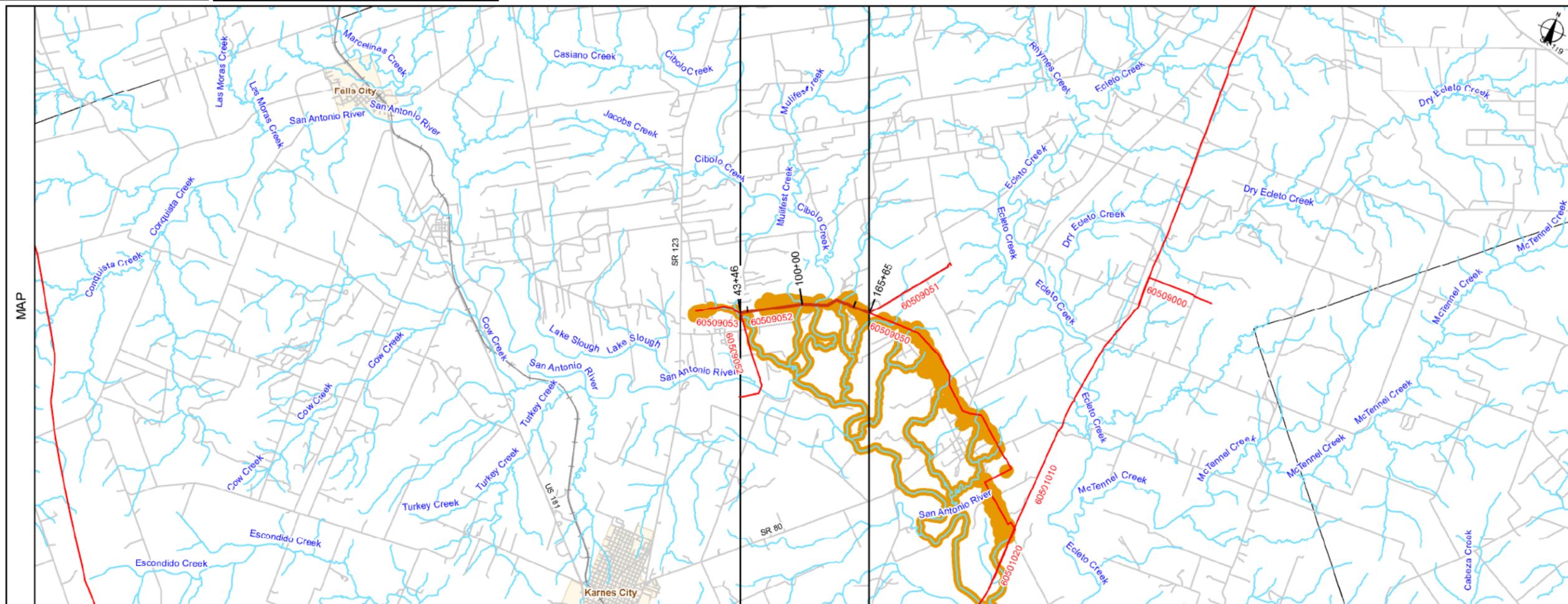
- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60509052

Drees Gathering
 FROM +0 TO 101+15
 TOTAL PIPE LENGTH = 10115 FEET
 FILE: ICP-SMAP-60509052-AS_SMAP-B-1
 SHEET CREATION DATE: 4/9/2013 4:42:38 PM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 1 OF 2



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE
 Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

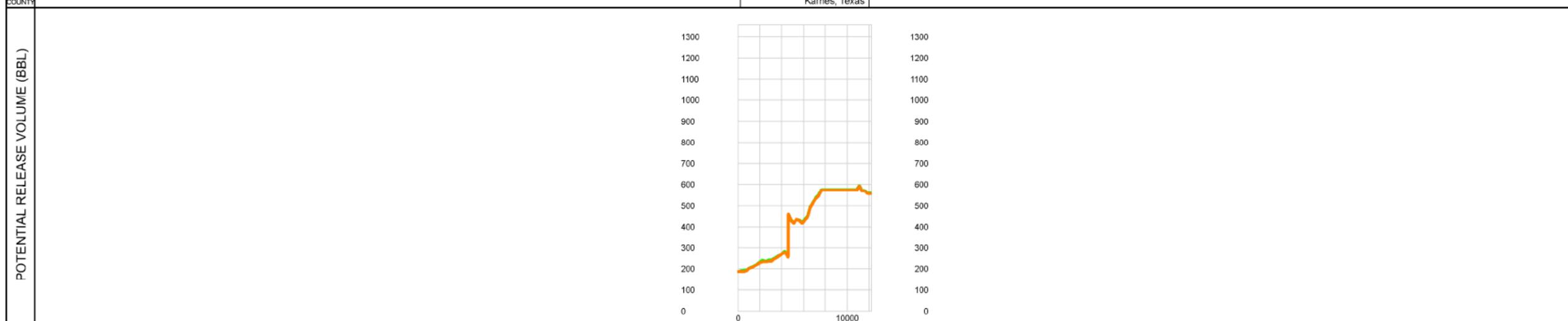
RELEASE TIME
 The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE
 The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

HCA SUMMARY

COUNTY

Karnes, Texas

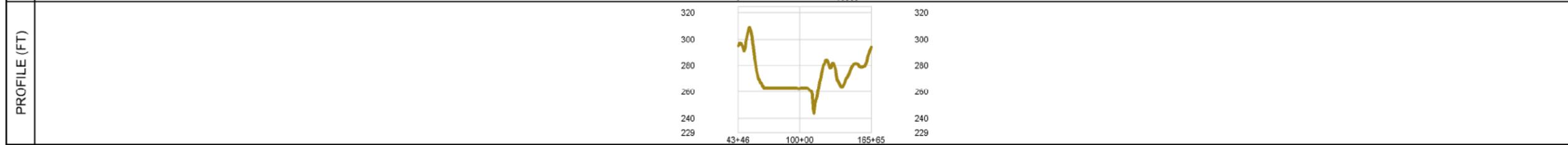


VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60509052



Drees Gathering

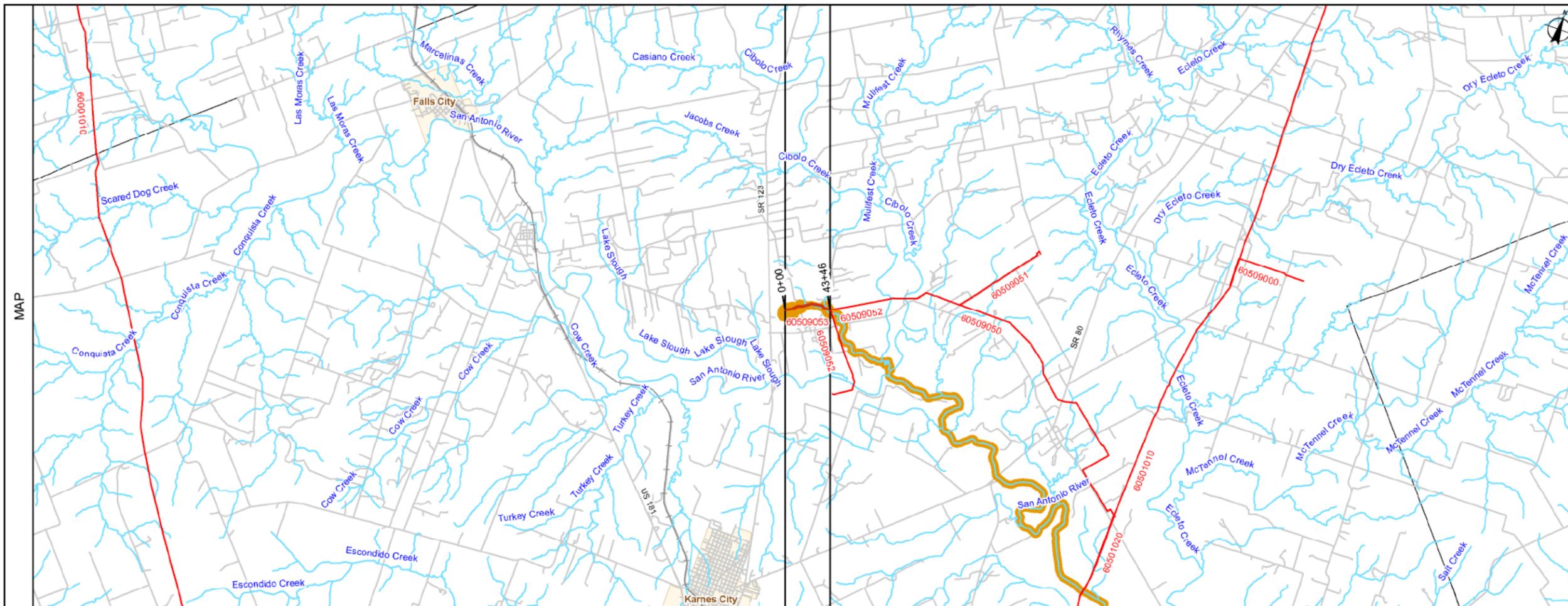
FROM 43+46 TO 165+65
 TOTAL PIPE LENGTH = 12219 FEET

FILE: ICP-SMAP-60509052-AS_SMAP-B-2

SHEET CREATION DATE: 4/9/2013 4:43:16 PM

UTM - 1983 Zone 14 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 2 OF 2



LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE

Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

RELEASE TIME

The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE

The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

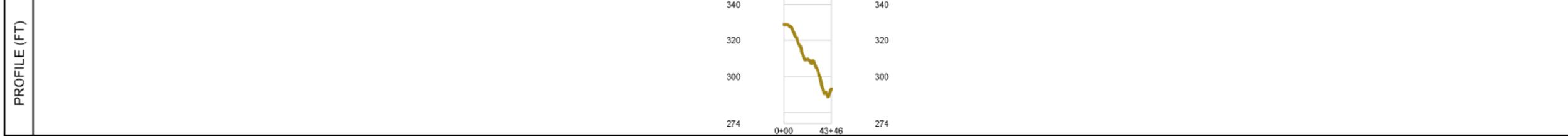
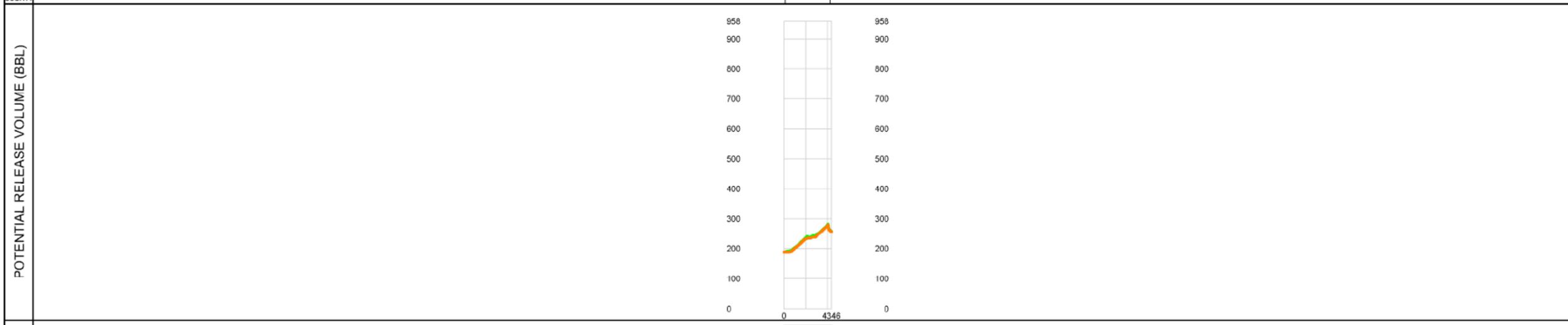
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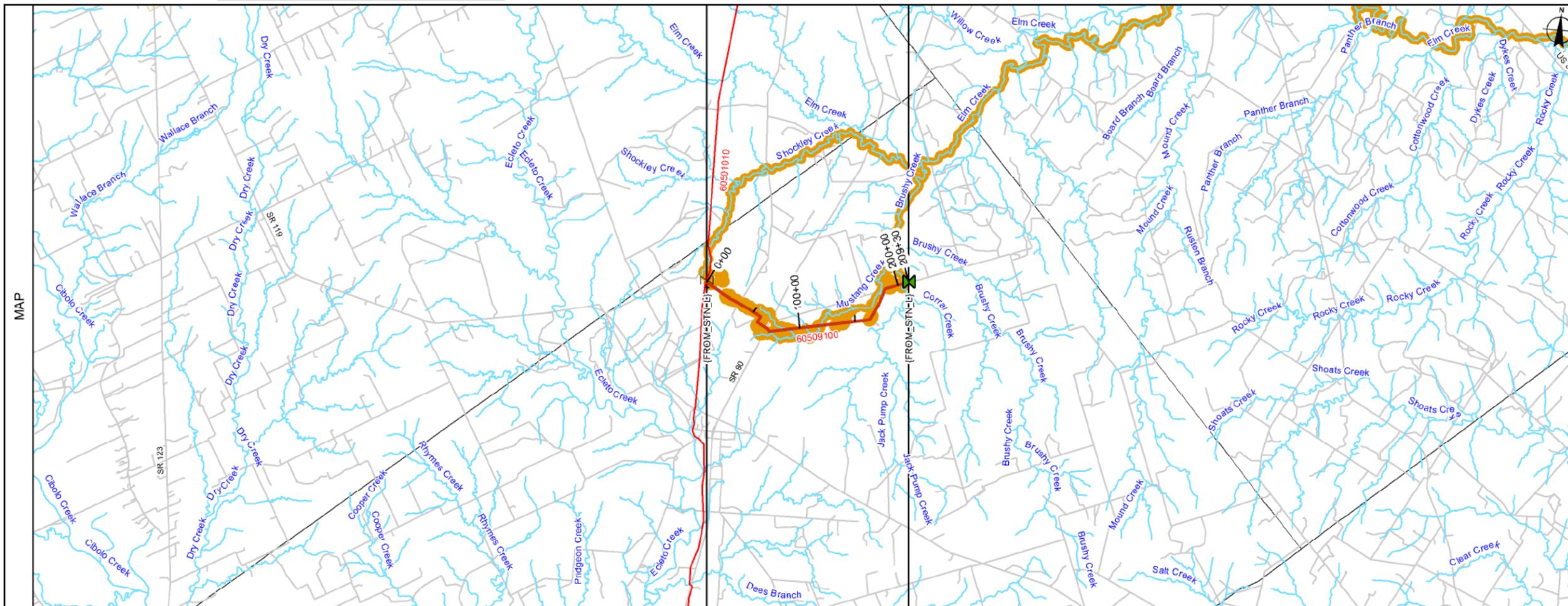


INDEX 60509053

KAS Gathering
 FROM +0 TO 43+46
 TOTAL P PE LENGTH = 4346 FEET
 FILE: ICP-SMAP-60509053-AS_SMAP-B-1
 SHEET CREATION DATE: 4/10/2013 8:14:51 AM
 UTM - 1983 Zone 14 SCALE: 1 N = 2 MI
 BandDef_SMAP_B.xml SHEET 1 OF 1

HCA SUMMARY





LEGEND

CALCULATION SUMMARY

WORST CASE DISCHARGE

Worst Case Discharge volumes are shown in the graphs with two valve response scenarios. Volumes are evaluated by multiplying the maximum Release Time and the maximum Pipeline Flow Rate then adding the maximum Line Drainage for the specific location under evaluation.

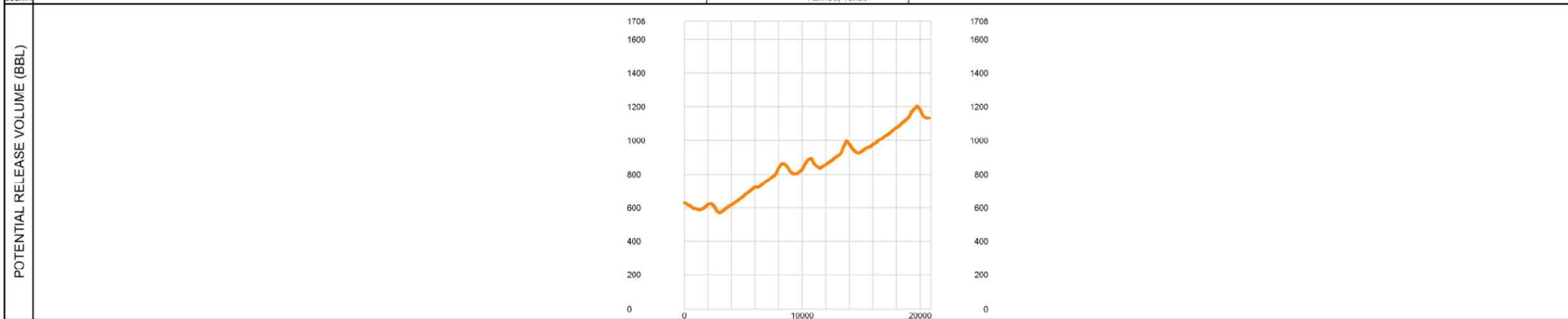
RELEASE TIME

The time from start of a release until detection plus the shutdown response time.

LINE DRAINAGE

The volume that could drain from the pipe after shutdown and isolation of the pipeline segment.

HCA SUMMARY



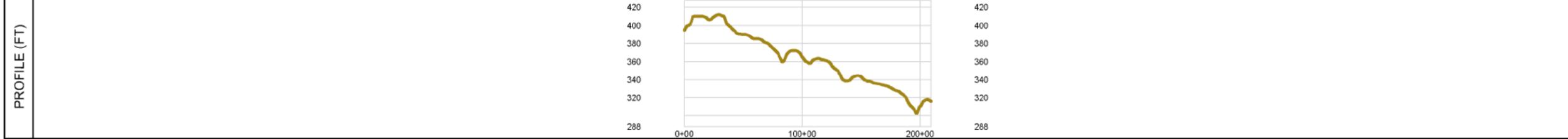
VOLUME GRAPH LEGEND

- Response Scenario A**
 - EFRDs
 - No Response to Block Valves
- Response Scenario B**
 - EFRDs
 - Response to Block Valves

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INDEX 60509100



Gillett Gathering

FROM +0 TO 209+30
TOTAL PIPE LENGTH = 20930 FEET

FILE: ICP-SMAP-60509100-AS_SMAP-B-1

SHEET CREATION DATE: 8/2/2013 9:49:28 AM

UTM - 1983 Zone 14 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1



KOCH PIPELINE COMPANY LP

March 1, 2012

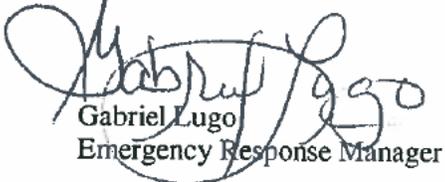
Melanie Barber
Environmental Planning Officer
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Room E22-210
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590
RE:

- RSPA Sequence Number 640 – Central Zone, Spill Response Plan
- RSPA Sequence Number 638 – Northern Zone, Spill Response Plan
- RSPA Sequence Number 451 – Southern Zone, Spill Response Plan

Dear Ms. Barber:

Pursuant to 49 CFR 194.121(a)(2), Koch Pipeline Company, L.P. ("KPL") hereby resubmits the significant and substantial harm plans, as required, based on our five (5) year review and update of procedures. Enclosed, is a CD of KPL's revised Spill Response Plans, outlined above. If you have any questions, please contact me at (361) 242-5544 or Gabriel.Lugo@kochpipeline.com.

Sincerely,



Gabriel Lugo
Emergency Response Manager

Encl.

From: [Ortiz, Christina](mailto:Ortiz.Christina)
To: [Lugo, Gabriel](mailto:Lugo.Gabriel)
Subject: FW: FedEx Shipment Notification
Date: Thursday, March 01, 2012 2:13:53 PM

From: trackingupdates@fedex.com [mailto:trackingupdates@fedex.com]
Sent: Wednesday, February 29, 2012 9:15 AM
To: Ortiz, Christina
Subject: FedEx Shipment Notification

This tracking update has been requested by:

Company Name: Koch Pipeline Company, LP
Name: Christina Ortiz
E-mail: christina.ortiz@kochpipeline.com

Christina Ortiz of Koch Pipeline Company, LP sent Melanie Barber of U.S. DOT, Environmental Planning 1 FedEx Priority Overnight package(s).

This shipment is scheduled to be sent on 02/29/2012.

Reference information includes:

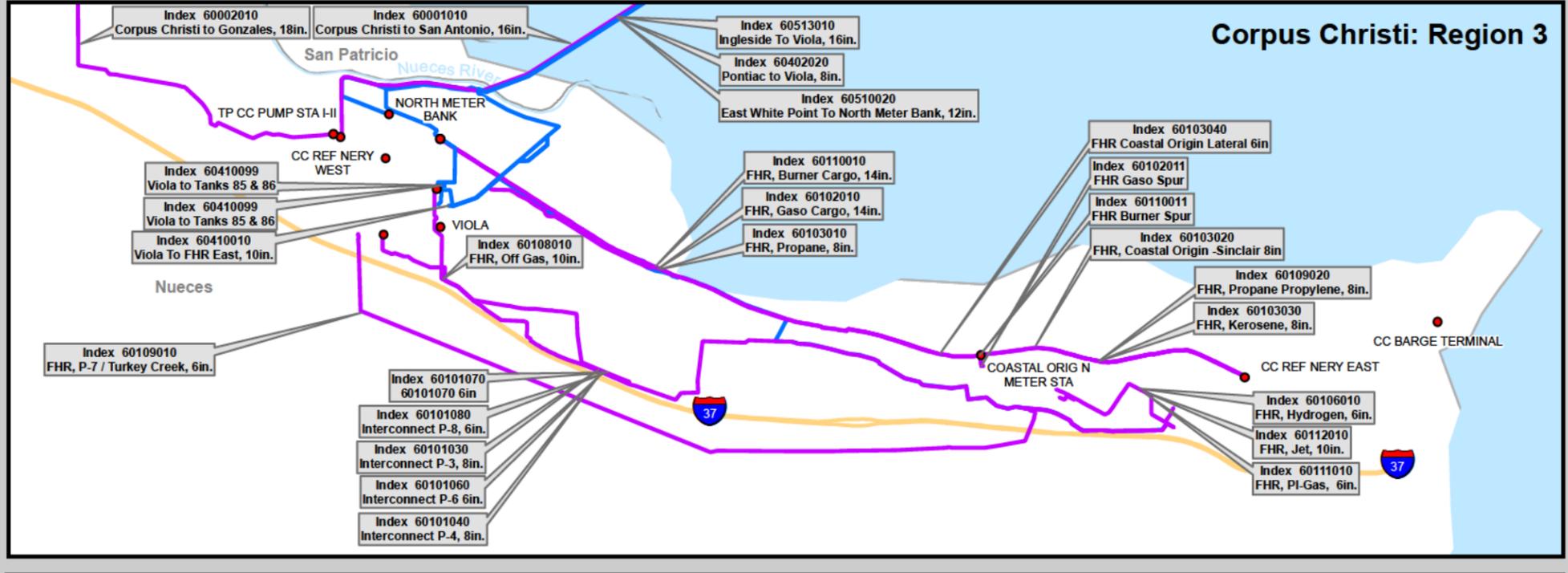
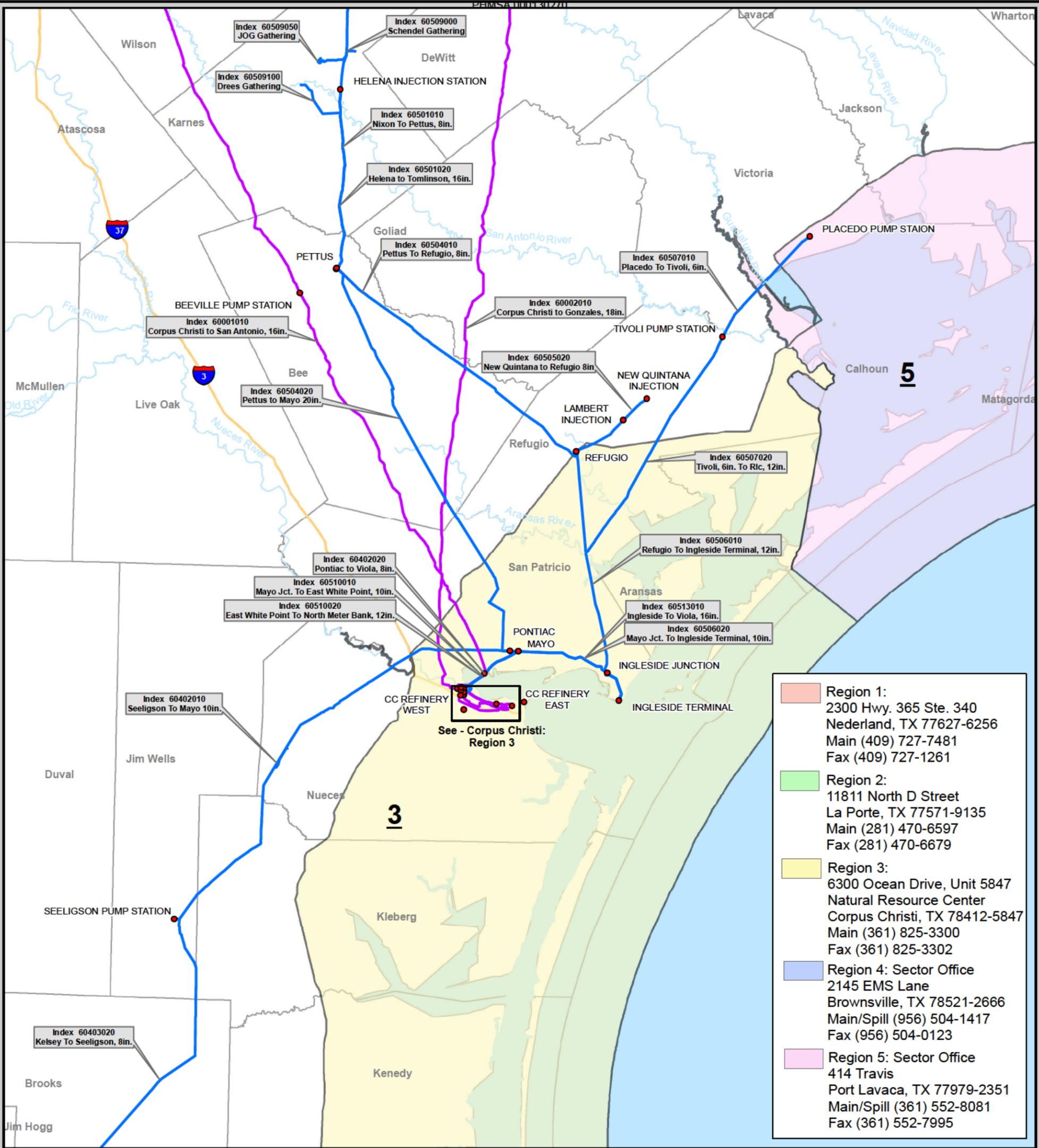
Reference: PHMSA 5 Year Review
Special handling/Services: Deliver Weekday
Status: Shipment information sent to FedEx
Tracking number: [793283008937](https://www.fedex.com/track/793283008937)

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](https://www.fedex.com).

To learn more about FedEx Express, please visit our website at [fedex.com](https://www.fedex.com).

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to [fedex.com](https://www.fedex.com).

Thank you for your business.



Koch Pipeline Company, L.P.
Southern Operations Area
Oil Spill Response Jurisdiction

● Pipeline Stations
 — Active Crude Pipelines
 — Active Product Pipelines
 □ TGLO Coastal Jurisdictions

0 5 10 20 Miles

LP\Projects\Gabriel_Lugo_November\SOG_Coastal_Jurisdiction.mxd

TAS ENVIRONMENTAL SERVICES L.P.

3929 CALIFORNIA PARKWAY E.

FORT WORTH, TX 76119

(817) 535-7222

RESPONSE EQUIPMENT SCHEDULE

NORTHERN REGION

TAS ENVIRONMENTAL SERVICES L.P.

3929 CALIFORNIA PARKWAY E.

FORT WORTH, TX 76119

(817) 535-7222

RESPONSE EQUIPMENT SCHEDULE

SOUTHERN REGION

Corporate Operations		Response Equipment Schedule	Schedule
			Rev. 01/2012

Design Type Codes	Drive Codes
BF Baffle System	D Diesel
B Barge	E Electric
CF Coalescing Filter System	G Gasoline
A Emulsifier Additive	H Hydraulic
FT Frac Tank	P Pneumatic
OT Other	OT Other

SUB-CONTRACTOR FRAC AND R/O BOX EQUIPMENT							
Name of Manufacturer	Model Number	Design Type Code	Drive Type Code	# of Units	Production Rate (gpm)	Storage Location	Owner
Baker Tanks - Houston	Frac Tank	FT		165		Houston	Baker Tanks
Baker Tanks - Houston	Roll off Box			400		Houston	Baker Tanks
Baker Tanks - Freeport	Frac Tank	FT		100		Freeport	Baker Tanks
Baker Tanks - Freeport	Roll off Box			115		Freeport	Baker Tanks
Baker Tanks - Corpus Christi	Frac Tank	FT		70		Corpus Christi	Baker Tanks
Baker Tanks - Corpus Christi	Roll off Box			100		Corpus Christi	Baker Tanks
Baker Tanks - Beaumont	Frac Tank	FT		25		Beaumont	Baker Tanks
Baker Tanks - Beaumont	Roll off Box			100		Beaumont	Baker Tanks
Baker Tanks - Kilgore	Frac Tank	FT		175		Kilgore	Baker Tanks
Baker Tanks - Kilgore	Roll off Box			100		Kilgore	Baker Tanks
Baker Tanks - SA	Frac Tank	FT		8		San Antonio	Baker Tanks
Baker Tanks - SA	Roll off Box			10		San Antonio	Baker Tanks
Cima Transportation	Roll off Box			35		DFW	Cima Transportation
FCC - DFW	Frac Tank	FT		4		DFW	FCC
FCC - DFW	Roll off Box			5		DFW	FCC
FCC - San Antonio	Frac Tank	FT		8		San Antonio	FCC
Evergreen Tanks	Frac Tank	FT		50		Bossier City	ETS
Evergreen Tanks	Roll off Box			100		Bossier City	ETS

3/14/11	Sherman, TX	ER	transportation	Diesel	1					X
3/24/11	San Antonio, TX	Spill Drill	Pipeline	Diesel	3					
4/4/11	Mansfield, TX	ER	transportation	Diesel	1					X
4/12/11	Sunnyvale, TX	ER	transportation	Pesticide	1					X
4/13/11	Burleson, TX	ER	transportation	Diesel	2.5				X	X
4/20/11	Collinsville, TX	ER	transportation	Diesel	4				X	X
4/20/11	Alvarado, TX	ER	Facility	Waste Oil	1				X	X
4/22/11	Milford, TX	ER	transportation	Diesel	1					X
4/29/11	Duncanville, TX	ER	transportation	Motor Oil	1.3					X
5/18/11	Lewisville, TX	ER	transportation	Mineral Oil	1					X
5/18/11	Lewisville, TX	ER	Facility	Mineral Oil	1					X
5/23/11	Fort Worth, TX	ER	transportation	Diesel	2			X		X
5/24/11	Crowley, TX	ER	transportation	Diesel	2				X	X
5/25/11	Quinlan, TX	ER	Facility	Mineral Oil	1				X	X
5/26/11	Fort Worth, TX	ER	transportation	Diesel	2				X	X
5/27/11	Rhame, TX	ER	transportation	Diesel	5					X
5/31/11	Mertens, TX	ER	Facility	Transmix	1					X
5/31/11	Anna, TX	ER	Facility	Diesel	29.5					X
6/3/11	Irving, TX	ER	transportation	Diesel	1.5					X
6/4/11	Hurst, TX	ER	Facility	Cooking Oil	5			X		X
6/8/11	Lewisville, TX	ER	Facility	Mineral Oil	2.5					X
6/9/11	Justin, TX	ER	Facility	Mineral Oil	1.3					X
6/10/11	Dallas, TX	ER	Facility	Vinegar	5					X
6/14/11	Dallas, TX	ER	transportation	Bellacide	1					X
6/16/11	Burleson, TX	ER	transportation	Diesel	1					X
7/11/11	Cleburne, TX	ER	Facility	HCL	1					X
7/12/11	Fort Worth, TX	ER	Facility	Ethanol	7.5					X
7/14/11	Flower Mound, TX	ER	Facility	Salt Water	400			X		X
7/14/11	McKinney, TX	ER	Facility	Mineral Oil	2			X		X
7/18/11	Montague Co., TX	ER	Facility	Diesel	5				X	X
7/23/11	Rhame, TX	ER	Facility	Mineral Oil	1					X
7/27/11	Balch Springs, TX	ER	transportation	Diesel	1.5					X
7/29/11	Irving, TX	ER	transportation	Resin	2					X
8/1/11	Colorado City, TX	ER	Facility	Crude Oil	40.5					X
8/2/11	Fort Worth, TX	ER	transportation	Diesel	1.5			X		X
8/4/11	Fort Worth, TX	ER	transportation	Diesel	2.3					X
8/23/11	Burleson, TX	ER	Facility	Flam Liquid	13					X
8/26/11	Fort Worth, TX	ER	transportation	Diesel	4					X

9/15/11		Dallas, TX	ER	Facility	oil/water	1.5		X			X
9/21/11		Lone Oak, TX	ER	transportation	Diesel	1					X
9/29/11		Fort Worth, TX	ER	transportation	Hydraulic Oil	4			X		X
10/14/11		White Settlement	ER	transportation	Friction Reducer	1.5					X
10/24/11		Arlington, TX	ER	transportation	Diesel	1			X		X
11/7/11		Bedford, TX	ER	Facility	Water/Tar	1		X	X		X
11/25/11		Arlington, TX	ER	transportation	Diesel	2.5					X
11/26/11		Fort Worth, TX	ER	transportation	Diesel	2					X
12/1/11		Stroud, OK	Spill Drill	Facility	Crude Oil	5100					
12/7/11		Dallas, TX	ER	transportation	Resin	4					X
12/11/11		Fort Worth, TX	ER	transportation	Diesel	2					X
12/14/11		Fort Worth, TX	Spill Drill	Rail Car	Ethanol	51,000		X	X	X	X

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment					
							Skimmer	Vac Truck	Boom	Boats	Labor	
1/3/11		Sherdian, AR		Transport	diesel fuel	1			X			X
1/10/11		Shreveport, LA		Transport	diesel fuel	1						X
1/17/11		Prescott, AR		Transport	diesel fuel	1			X			X
1/17/11		Frierson, LA		Transport	hydraulic oil	1						X
1/19/11		Natchitoches, LA		Transport	diesel fuel	2.5				X		X
1/21/11		Shreveport, LA		Transport	motor oil	95			X			X
1/23/11		Mansfield, LA		Facility	XW-14	2.5						X
1/28/11		Frierson, LA		Facility	Saltwater	250				X		X
1/31/11		Shreveport, LA		Transport	diesel fuel	1						X
2/3/11		Keatchi, LA		Transport	drilling mud	50			X			X
2/8/11		LR, AR		Transport	diesel fuel	1						X
2/8/11		Jefferson, TX		Transport	diesel fuel	1					X	X
2/8/11		Shreveport, LA		Transport	motor oil	95			X			X
2/10/11		Converse, LA		Facility	gel spill	3			X			X
2/11/11		Texarkana, AR		Transport	Process oil	0.5			X			X
2/16/11		Hope, AR		Transport	diesel fuel	2						X
2/17/11		Pine Bluff, AR		Facility	cutting oil	167			X			X
2/19/11		Benson, LA		Transport	Oil based drilling mud	50			X			X
2/21/11		Homer, LA		Transport	Saltwater	50						X
2/21/11		Frierson, LA		Transport	hydraulic oil	1						X
2/25/11		Benton, AR		Transport	gasoline	48				X		X
2/25/11		Frierson, LA		Facility	Saltwater	250				X		X
2/28/11		Mansfield, LA		Transport	XW-14	2.5						X
3/1/11		Natchitoches, LA		Transport	diesel fuel	2.5				X		X
3/4/11		Pangburn, AR		Facility	friction reductet	8			X			X
3/4/11		Converse, LA		Transport	gel spill	3			X			X
3/8/11		Texarkana, TX		Transport	gasoline	7			X			X
3/8/11		Logansport, LA		Transport	diesel & oil				X			X
3/11/11		Hope, AR		Transport	diesel fuel	1.5				X		X
3/11/11		Homer, LA		Facility	Saltwater	50						X
3/14/11		Frierson, LA		Transport	diesel & oil					X		X
3/15/11		Winfield, TX		Transport	diesel fuel	3.3				X		X
3/21/11		Benson, LA		Transport	Oil based drilling mud	50			X			X
4/9/11		New Boston, TX		Transport	diesel fuel	2						X

4/9/11	Coushatta, LA	Transport	diesel fuel	2.5					X	X
4/14/11	Okolona, AR	ER	motor oil	3.5			X		X	X
4/22/11	Hooks, TX	Transport	diesel fuel	1					X	X
4/26/11	Shreveport, LA	Transport	Liquid Asphalt	60						X
5/1/11	Carthage, TX	Transport	diesel fuel	1					X	X
5/2/11	Shreveport, LA	Transport	diesel fuel	1.5					X	X
5/4/11	Mansfield, LA	Facility	Amine	35			X		X	X
5/6/11	Mount Vernon, TX	Facility	hydraulic oil	1					X	X
5/12/11	Longview, TX	Equip.Roll Over	hydraulic oil	1					X	X
5/20/11	Kickapoo, LA	Transport	Caustic	7.5						X
5/21/11	Mandeville, AR	Transport	diesel fuel	2.5					X	X
5/24/11	Logansport, LA	Transport	Cross-link gel	80						X
6/1/11	Red Hill, TX	Transport	diesel fuel	3					X	X
6/4/11	Boswell, OK	Equip.Roll Over	diesel fuel	1					X	X
6/6/11	Hope, AR	Transport	motor oil	1			X		X	X
6/7/11	Domino, TX	Boom Dr							X	X
6/7/11	Ringgold, LA	Transport	drilling mud	2						X
6/9/11	Shreveport, LA	Transport	Liquid Asphalt	60						X
6/10/11	Serapta, LA	Facility	Saltwater	150			X			X
6/16/11	Mooringsport, LA	Facility	crude oil	2.5						X
6/16/11	Mansfield, LA	Transport	Amine	35			X		X	X
6/17/11	Kickapoo, LA	Transport	Caustic	7.5						X
6/23/11	Shreveport, LA	Transport	diesel fuel	1.5					X	X
6/23/11	Serapta, LA	Facility	Saltwater	150			X			X
6/26/11	San Augustine, TX	Transport	diesel fuel	2					X	X
6/27/11	Logansport, LA	Facility	Cross-link gel	80						X
7/1/11	Coushatta, LA	Transport	diesel fuel	2.5					X	X
7/13/11	Russellville, AR	Facility	cooking oil	12					X	X
7/15/11	Mena, AR	Transport	diesel fuel	2					X	X
7/18/11	Keatchi, LA	Facility	drilling mud	50			X			X
7/27/11	Mooringsport, LA	Facility	crude oil	2.5						X
7/29/11	San Augustine, TX	Remediatio	raw sewage	80			X		X	X
8/5/11	Clinton, AR	Facility	hydraulic oil	2			X			X
8/8/11	Mooringsport, LA	Facility	crude oil	2						X
8/11/11	Hot Springs, AR	Transport	Jet A Fuel	3.5					X	X
8/13/11	Zwolie, LA	Transport	diesel fuel	1						X
8/13/11	Zwolie, LA	Transport	diesel fuel	1						X
8/30/11	Ringgold, LA	Transport	Saltwater	120					X	X

Corporate Operations		Response Equipment Schedule			Schedule	
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HEAVY EQUIPMENT / RESPONSE VEHICLES						
Name of Manufacturer	Heavy Equipment / Response Vehicles	# of Units	Wide Load Permit Needed		Storage Location	Owner
			Yes	No		
Nissan	5000 lb Forklift	1		X	Ft. Worth	TAS
Kenworth (37)	22 ft Emergency Response Bobtail	1		X	Ft. Worth	TAS
Ford (293) Lift Gate	P/U Truck / 1 Ton - Emergency Response	1		X	Ft. Worth	TAS
Ford (276)	P/U Truck / 1 Ton - Emergency Response	1		X	Ft. Worth	TAS
Ford 550 (304)	P/U Truck / F-550 Emergency Response	1		X	Ft. Worth	TAS
Chevrolet (310)	4 X 4 P/U Truck / 1 Ton - Emergency Response	1		X	Ft. Worth	TAS
Chevrolet (300, 317)	P/U Truck / 1 Ton - Emergency Response	2		X	Ft. Worth	TAS
Ford (288)	4 x 4 P/U Truck / 1 Ton - Emergency Response	1		X	Ft. Worth	TAS
Chevrolet (302,314)	4 x 4 - 3/4 Ton - Emergency Response	2		X	Ft. Worth	TAS
Ford (509)	3/4 Ton - Emergency Response	1		X	Ft. Worth	TAS
Kenworth (36,40,41,)	Tractor Truck - Rolloff / Vac Multi-Purpose	3		X	Ft. Worth	TAS
Kenworth (46)	Rolloff Truck - Bobtail	2		X	Ft. Worth	TAS
International (42)	Tractor Truck - Rolloff / Vac Multi-Purpose	1		X	Ft. Worth	TAS
ESP / Dragon (700)	Rolloff Trailer, Double Hauler	1		X	Ft. Worth	TAS
Dragon (702)	Rolloff Trailer, Single Hauler	2		X	Ft. Worth	TAS
Modern Mfg (484)	22 ft GN Trailer, Boat, 3 Deck	1		X	Ft. Worth	TAS
C & S Trailer (514)	16 ft Flatbed Trailer - Utility	1		X	Ft. Worth	TAS
Wells Cargo (506)	16 ft Emergency Response Trailer	1		X	Ft. Worth	TAS
Sooner (408)	28 ft. GN Emergency Response Trailer / Command	1		X	Ft. Worth	TAS
Alcota 3500 psi (552)	16 ft Trailer - Pressure Washer Trl - Heated	1		X	Ft. Worth	TAS
C & S Trailer (535)	14 ft Trailer - Transfer Trailer	1		X	Ft. Worth	TAS
C & S Trailer (569)	30 ft. GN Flatbed Trailer - Utility	1		X	Ft. Worth	TAS
Breco	Rolloff Box - 20yd	22		X	Ft. Worth	TAS
Breco	Rolloff Box - 25yd	8		X	Ft. Worth	TAS
V.E. Enterprises	10,000 Gallon Frac Tank	1		X	Ft. Worth	TAS
Cat 257B	Skid Steer Loader	1		X	Ft. Worth	TAS
Cat 307 Trac Excavator	Excavator	1		X	Ft. Worth	TAS

Corporate Operations		Response Equipment Schedule			Schedule Rev. 01/2012	
MISCELLANEOUS EQUIPMENT						
Name of Manufacturer	Equipment Type	# of Units	Wide Load Permit Needed		Storage Location	Owner
			Yes	No		
Air Systems International	Supplied Breathing Air Machine	1		X	Ft. Worth	TAS
Air Systems International	Regulator Box - Breathing Air Machine	1		X	Ft. Worth	TAS
Air Systems International	Cool Air Box - Breathing Air Machine	1		X	Ft. Worth	TAS
Air Systems International	Coppus Ventilation Fan	2		X	Ft. Worth	TAS
Air Systems International	Coppus Ventilation Fan	1		X	Dallas	TAS
Air Systems International	1390 cfm Air Blower	1		X	Ft. Worth	TAS
Air Systems International	1390 cfm Air Blower	1		X	Dallas	TAS
	Negative Air Machine	1		X	Ft. Worth	TAS
	Negative Air Machine	1		X	Dallas	TAS
Goodall Rubber	Chemical Hose - 2 inch - Durodyne	200ft		X	Ft. Worth	TAS
Goodall Rubber	Chemical Hose - 2 inch - Durodyne	130ft		X	Dallas	TAS
Goodall Rubber	Petro Hose - 2 inch	800ft		X	Ft. Worth	TAS
Goodall Rubber	Petro Hose - 2 inch	100ft		X	Dallas	TAS
Goodall Rubber	Petro Hose - 3 inch	600ft		X	Ft. Worth	TAS
Fire Extinguisher	Fire Extinguisher ABC	28		X	Ft. Worth	TAS
Fire Extinguisher	Fire Extinguisher ABC	12		X	Dallas	TAS
Nilfisk	HEPA / Mercury Vacuum	1		X	Ft. Worth	TAS

Corporate Operations	Response Equipment Schedule	Schedule
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Design Type Codes		Drive Codes
BF	Baffle System	D Diesel
B	Barge	E Electric
CF	Coalescing Filter System	G Gasoline
A	Emulsifier Additive	H Hydraulic
FT	Frac Tank	P Pneumatic
OT	Other	OT Other

SUB-CONTRACTOR FRAC AND R/O BOX EQUIPMENT

Name of Manufacturer	Model Number	Design Type Code	Drive Type Code	# of Units	Production Rate (gpm)	Storage Location	Owner
Baker Tanks - Houston	Frac Tank	FT		165		Houston	Baker Tanks
Baker Tanks - Houston	Roll off Box			400		Houston	Baker Tanks
Baker Tanks - Freeport	Frac Tank	FT		100		Freeport	Baker Tanks
Baker Tanks - Freeport	Roll off Box			115		Freeport	Baker Tanks
Baker Tanks - Corpus Christi	Frac Tank	FT		70		Corpus Christi	Baker Tanks
Baker Tanks - Corpus Christi	Roll off Box			100		Corpus Christi	Baker Tanks
Baker Tanks - Beaumont	Frac Tank	FT		25		Beaumont	Baker Tanks
Baker Tanks - Beaumont	Roll off Box			100		Beaumont	Baker Tanks
Baker Tanks - Kilgore	Frac Tank	FT		175		Kilgore	Baker Tanks
Baker Tanks - Kilgore	Roll off Box			100		Kilgore	Baker Tanks
Baker Tanks - DFW	Frac Tank	FT		30		DFW	Baker Tanks
Baker Tanks - DFW	Roll off Box			50		DFW	Baker Tanks
Cima Transportation	Roll off Box			35		DFW	Cima Transportation
FCC - DFW	Frac Tank	FT		4		DFW	FCC
FCC - DFW	Roll off Box			5		DFW	FCC
FCC - San Antonio	Frac Tank	FT		8		San Antonio	FCC
Evergreen Tanks	Frac Tank	FT		50		Bossier City	ETS
Evergreen Tanks	Roll off Box			100		Bossier City	ETS

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
1/3/11		Sherdian, AR		Transport	diesel fuel	1			X		X
1/10/11		Shreveport, LA		Transport	diesel fuel	1					X
1/17/11		Prescott, AR		Transport	diesel fuel	1		X	X		X
1/17/11		Frierson, LA		Transport	hydraulic oil	1					X
1/19/11		Natichitoches, LA		Transport	diesel fuel	2.5			X		X
1/21/11		Shreveport, LA		Transport	motor oil	95		X	X		X
1/23/11		Mansfield, LA		Facility	XW-14	2.5					X
1/28/11		Frierson, LA		Facility	Saltwater	250			X		X
1/31/11		Shreveport, LA		Transport	diesel fuel	1					X
2/3/11		Keatchi, LA		Transport	drilling mud	50		X			X
2/8/11		LR, AR		Transport	diesel fuel	1					X
2/8/11		Jefferson, TX		Transport	diesel fuel	1			X		X
2/8/11		Shreveport, LA		Transport	motor oil	95		X	X		X
2/10/11		Converse, LA		Facility	gel spill	3		X	X		X
2/11/11		Texarkana, AR		Transport	Process oil	0.5		X	X		X
2/16/11		Hope, AR		Transport	diesel fuel	2			X		X
2/17/11		Pine Bluff, AR		Facility	cutting oil	167		X			X
2/19/11		Benson, LA		Transport	Oil based drilling mud	50		X	X		X
2/21/11		Homer, LA		Transport	Saltwater	50					X
2/21/11		Frierson, LA		Transport	hydraulic oil	1					X
2/25/11		Benton, AR		Transport	gasoline	48			X		X
2/25/11		Frierson, LA		Facility	Saltwater	250			X		X
2/28/11		Mansfield, LA		Transport	XW-14	2.5					X
3/1/11		Natichitoches, LA		Transport	diesel fuel	2.5			X		X
3/4/11		Pangburn, AR		Facility	friction reduct	8		X			X
3/4/11		Converse, LA		Transport	gel spill	3		X	X		X
3/8/11		Texarkana, TX		Transport	gasoline	7		X	X		X
3/8/11		Logansport, LA		Transport	diesel & oil			X	X		X
3/11/11		Hope, AR		Transport	diesel fuel	1.5			X		X
3/11/11		Homer, LA		Facility	Saltwater	50					X
3/14/11		Frierson, LA		Transport	diesel & oil				X		X
3/15/11		Winfield, TX		Transport	diesel fuel	3.3			X		X
3/21/11		Benson, LA		Transport	Oil based drilling mud	50		X	X		X
4/9/11		New Boston, TX		Transport	diesel fuel	2			X		X

06/01/11	Big Wells, TX	ER	Corrosion Inhib	2					X
06/10/11	San Antonio, TX	ER	Jet Fuel	1					X
06/14/11	Fair Oaks, TX	ER	Mineral Oil	1					X
06/27/11	San Antonio, TX	ER	Diesel Fuel	1					X
06/27/11	Corrizzo Springs	ER	Hydraulic Oil	1/2 bbl					X
06/30/11	San Antonio, TX	ER	Diesel Fuel	1/2 bbl					X
07/03/11	Copperas Cove	ER	Diesel Fuel	1.5					X
07/10/11	San Antonio, TX	ER	Jet Fuel	4					X
07/20/11	New Braunfels,	ER	Diesel Fuel	4					X
07/22/11	San Antonio, TX	ER	Solvent/Water	1-1/2 bbl					X
07/24/11	Victoria, TX	ER	Motor Oil	4.5 bbl					X
07/27/11	Catarine, TX	ER	Diesel fuel	4					X
07/28/11	Cheapside, TX	ER	Hyd. Acid	275					X
08/02/11	San Antonio, TX	ER	#4 Fuel Oil	4					X
08/03/11	Yoakum, TX	ER	Crude Oil	1/2 bbl					X
08/04/11	San Antonio, TX	ER	Ethylene Glycol	1					X
08/06/11	San Antonio, TX	ER	Diesel Fuel	1/2 bbl					X
08/11/11	Rosanky, TX	SCH	Crude Oil	1/2 bbl					X
08/30/11	Charlotte, TX	ER	Hyd. Acid	75					X
08/30/11	San Antonio, TX	ER	Diesel Fuel	2					X
09/02/11	Three Rivers, TX	ER	Pigging Sludge	2.5					X
09/06/11	San Antonio, TX	ER	Red Dye Diesel	2					X
09/09/11	George West, TX	ER	Hydraulic Oil	2					X
09/23/11	Austin, Tx.	SCH	Transmission Fluid	1/4 bbl					X
09/25/11	Tilden, Texas	ER	Hyd. Acid	150					X
10/03/11	Kenedy, TX	SCH	Amine Solution	1					X
10/18/11	Castle Hill, TX	ER	Diesel Fuel	2			X		X
10/29/11	New Braunfels,	ER	Diesel Fuel	2			X	X	X
11/14/11	San Antonio, TX	ER	Liquid Solvent	8					X
11/30/11	San Antonio, TX	ER	Fire Foam	2			X		X
12/11/11	Alice, TX.	ER	Diesel Fuel	20			X		X

4/9/11	Coushatta, LA		Transport	diesel fuel	2.5			X		X
4/14/11	Okolona, AR		ER	motor oil	3.5		X	X		X
4/22/11	Hooks, TX		Transport	diesel fuel	1			X		X
4/26/11	Shreveport, LA		Transport	Liquid Asphalt	60					X
5/1/11	Carthage, TX		Transport	diesel fuel	1			X		X
5/2/11	Shreveport, LA		Transport	diesel fuel	1.5			X		X
5/4/11	Mansfield, LA		Facility	Amine	35		X	X		X
5/6/11	Mount Vernon, TX		Facility	hydraulic oil	1			X		X
5/12/11	Longview, TX		Equip.Roll Ov	hydraulic oil	1			X		X
5/20/11	Kickapoo, LA		Transport	Caustic	7.5					X
5/21/11	Mandeville, AR		Transport	diesel fuel	2.5			X		X
5/24/11	Logansport, LA		Transport	Cross-link gel	80					X
6/1/11	Red Hill, TX		Transport	diesel fuel	3			X		X
6/4/11	Boswell, OK		Equip.Roll Ov	diesel fuel	1			X		X
6/6/11	Hope, AR		Transport	motor oil	1		X	X		X
6/7/11	Domino, TX	Boom D	Facility					X		X
6/7/11	Ringgold, LA		Transport	drilling mud	2					X
6/9/11	Shreveport, LA		Transport	Liquid Asphalt	60					X
6/10/11	Serapta, LA		Facility	Saltwater	150		X			X
6/16/11	Mooringsport, LA		Facility	crude oil	2.5					X
6/16/11	Mansfield, LA		Transport	Amine	35		X	X		X
6/17/11	Kickapoo, LA		Transport	Caustic	7.5					X
6/23/11	Shreveport, LA		Transport	diesel fuel	1.5			X		X
6/23/11	Serapta, LA		Facility	Saltwater	150		X			X
6/26/11	San Augustine, TX		Transport	diesel fuel	2			X		X
6/27/11	Logansport, LA		Facility	Cross-link gel	80					X
7/1/11	Coushatta, LA		Transport	diesel fuel	2.5			X		X
7/13/11	Russellville, AR		Facility	cooking oil	12			X		X
7/15/11	Mena, AR		Transport	diesel fuel	2			X		X
7/18/11	Keatchi, LA		Facility	drilling mud	50		X			X
7/27/11	Mooringsport, LA		Facility	crude oil	2.5					X
7/29/11	San Augustine, TX		Remediatio	raw sewage	80		X	X	X	X
8/5/11	Clinton, AR		Facility	hydraulic oil	2		X			X
8/8/11	Mooringsport, LA		Facility	crude oil	2					X
8/11/11	Hot Springs, AR		Transport	Jet A Fuel	3.5			X		X
8/13/11	Zwolie, LA		Transport	diesel fuel	1					X
8/13/11	Zwolie, LA		Transport	diesel fuel	1					X
8/30/11	Ringgold, LA		Transport	Saltwater	120			X		X

8/30/11	Ringgold, LA	Facility	Saltwater	120		X	X
9/7/11	Ringgold, LA	Facility	drilling mud	2			X
9/9/11	Alexander, AR	Transport	diesel fuel	1			X
9/9/11	Shreveport, LA	Facility	Triazene	5			X
9/9/11	Shreveport, LA	Facility	Triazene	5			X
9/12/11	Frierson, LA	Transport	coolant & motor oil	2		X	X
9/12/11	Frierson, LA	Transport	coolant & motor oil	2		X	X
9/16/11	Sheridan, AR	Transport	diesel fuel	2.3	X		X
9/26/11	Morrilton, AR	Transport	solvent	2			X
9/30/11	Shreveport, LA	Transport	diesel fuel	2			X
9/30/11	Mooringsport, LA	Facility	crude oil	2			X
9/30/11	Shreveport, LA	Transport	diesel fuel	2			X
10/10/11	Bossier City, LA	Facility	diesel fuel	2			X
10/10/11	Bossier City, LA	Facility	diesel fuel	2			X
10/11/11	Kickapoo, LA	Transport	drilling mud	45	X		X
10/11/11	Bossier City, LA	Facility	waste fuel	6			X
10/11/11	Kickapoo, LA	Transport	drilling mud	45	X		X
10/11/11	Bossier City, LA	Facility	waste fuel	6			X
10/22/11	Fulton, AR	Transport	diesel fuel	1		X	X
10/25/11	Texarkana, AR	Transport	diesel fuel	1		X	X
10/26/11	Sheridan, AR	Transport	diesel fuel	2		X	X
10/28/11	Sheridan, AR	Transport	diesel fuel	1			X
11/14/11	Diana, TX	Facility	mineral oil	2		X	X
11/29/11	Shreveport, LA	Transport	diesel fuel	1			X
11/29/11	Shreveport, LA	Transport	diesel fuel	1			X
12/5/11	Bloomburg, TX	Transport	diesel fuel	2		X	X
12/16/11	Texarkana, AR	Transport	diesel fuel	2		X	X

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
1/4/11		Carrollton, TX	ER	transportation	Diesel	2		X	X		X
1/4/11		Carrollton, TX	ER	transportation	Diesel	2.5			X		X
1/4/11		Grapevine, TX	ER	transportation	Ethylene Glycol	7.5					X
1/6/11		Garland, TX	ER	transportation	PCB Mineral Oil	3.5					X
1/6/11		Garland, TX	ER	Facility	Mineral Oil	3.5					X
1/11/11		Grapevine, TX	ER	transportation	Ethylene Glycol	7					X
1/16/11		Terrell	ER	transportation	Diesel	1			X		X
1/16/11		Terrell, TX	ER	transportation	Diesel	1.3			X		X
1/18/11		Bremond, TX	ER	transportation	Motor Oil	1.5					X
1/19/11		Grapevine, TX	ER	transportation	Diesel	1.5					X
1/19/11		Grapevine, TX	ER	transportation	Diesel	1.5					X
1/20/11		Colbert, OK	ER	transportation	Paint Related	1.5					X
1/21/11		Colbert, OK	ER	transportation	Polyphase PW40	3					X
1/26/11		Forney, TX	ER	Facility	Sodium Hypochlorite	15		X			X
1/26/11		Forney, TX	ER	Facility	Bleach	15.5		X			X
1/30/11		Benbrook, TX	ER	transportation	Diesel	2					X
2/3/11		McKinney	ER	Facility	Anti-Freeze	2.5					X
2/3/11		Cresson, TX	ER	transportation	oil/water	23		X			X
2/3/11		McKinney, TX	ER	Facility	Anti-Freeze	3					X
2/5/11		Garland, TX	ER	transportation	Diesel	2					X
2/5/11		Garland, TX	ER	transportation	Diesel	2					X
2/6/11		Frisco, TX	ER	transportation	Diesel	2					X
2/8/11		Grapevine, TX	ER	transportation	Gasoline/water	214		X	X		X
2/11/11		Dallas, TX	ER	transportation	Red Dye, Diesel, Gas	87		X	X		X
2/18/11		Fort Worth, TX	ER	transportation	Diesel	1.5					X
2/18/11		Cleburne, TX	ER	transportation	Diesel	2		X			X
2/22/11		Melissa, TX	ER	transportation	Diesel	5					X
2/23/11		Arlington, TX	ER	transportation	Diesel	1.5					X
2/25/11		Irving, TX	ER	transportation	Benzyl Salicylate	1					X
3/2/11		Krum, TX	ER	transportation	Diesel	4.5					X
3/2/11		Cleburne, TX	ER	Facility	Hydrochloric Acid	1.5		X			X
3/2/11		Krum, TX	ER	Facility	Diesel	1					X
3/7/11		Godley, TX	ER	transportation	Diesel	1.5					X
3/10/11		Decatur, TX	ER	Facility	Corr. Inhibitor	1					X

3/14/11	Sherman, TX	ER	transportation	Diesel	1					X
3/24/11	San Antonio, TX	Spill Drill	Pipeline	Diesel	3					
4/4/11	Mansfield, TX	ER	transportation	Diesel	1					X
4/12/11	Sunnyvale, TX	ER	transportation	Pesticide	1					X
4/13/11	Burleson, TX	ER	transportation	Diesel	2.5			X		X
4/20/11	Collinsville, TX	ER	transportation	Diesel	4			X		X
4/20/11	Alvarado, TX	ER	Facility	Waste Oil	1			X		X
4/22/11	Milford, TX	ER	transportation	Diesel	1					X
4/29/11	Duncanville, TX	ER	transportation	Motor Oil	1.3					X
5/18/11	Lewisville, TX	ER	transportation	Mineral Oil	1					X
5/18/11	Lewisville, TX	ER	Facility	Mineral Oil	1					X
5/23/11	Fort Worth, TX	ER	transportation	Diesel	2		X	X		X
5/24/11	Crowley, TX	ER	transportation	Diesel	2			X		X
5/25/11	Quinlan, TX	ER	Facility	Mineral Oil	1			X		X
5/26/11	Fort Worth, TX	ER	transportation	Diesel	2			X		X
5/27/11	Rhome, TX	ER	transportation	Diesel	5					X
5/31/11	Mertens, TX	ER	Facility	Transmix	1			X		X
5/31/11	Anna, TX	ER	Facility	Diesel	29.5			X		X
6/3/11	Irving, TX	ER	transportation	Diesel	1.5					X
6/4/11	Hurst, TX	ER	Facility	Cooking Oil	5		X			X
6/8/11	Lewisville, TX	ER	Facility	Mineral Oil	2.5					X
6/9/11	Justin, TX	ER	Facility	Mineral Oil	1.3					X
6/10/11	Dallas, TX	ER	Facility	Vinegar	5					X
6/14/11	Dallas, TX	ER	transportation	Bellacide	1					X
6/16/11	Burleson, TX	ER	transportation	Diesel	1					X
7/11/11	Cleburne, TX	ER	Facility	HCL	1					X
7/12/11	Fort Worth, TX	ER	Facility	Ethanol	7.5					X
7/14/11	Flower Mound, TX	ER	Facility	Salt Water	400		X			X
7/14/11	McKinney, TX	ER	Facility	Mineral Oil	2		X			X
7/18/11	Montague Co., TX	ER	Facility	Diesel	5			X		X
7/23/11	Rhome, TX	ER	Facility	Mineral Oil	1					X
7/27/11	Balch Springs, TX	ER	transportation	Diesel	1.5					X
7/29/11	Irving, TX	ER	transportation	Resin	2					X
8/1/11	Colorado City, TX	ER	Facility	Crude Oil	40.5					X
8/2/11	Fort Worth, TX	ER	transportation	Diesel	1.5		X	X		X
8/4/11	Fort Worth, TX	ER	transportation	Diesel	2.3					X
8/23/11	Burleson, TX	ER	Facility	Flam Liquid	13					X
8/26/11	Fort Worth, TX	ER	transportation	Diesel	4					X

9/15/11		Dallas, TX	ER	Facility	oil/water	1.5		X			X
9/21/11		Lone Oak, TX	ER	transportati	Diesel	1					X
9/29/11		Fort Worth, TX	ER	transportati	Hydraulic Oil	4			X		X
10/14/11		White Settlement	ER	transportati	Friction Reducer	1.5					X
10/24/11		Arlington, TX	ER	transportati	Diesel	1			X		X
11/7/11		Bedford, TX	ER	Facility	Water/Tar	1		X	X		X
11/25/11		Arlington, TX	ER	transportati	Diesel	2.5					X
11/26/11		Fort Worth, TX	ER	transportati	Diesel	2					X
12/1/11		Stroud, OK	Spill Drill	Facility	Crude Oil	5100					
12/7/11		Dallas, TX	ER	transportati	Resin	4					X
12/11/11		Fort Worth, TX	ER	transportati	Diesel	2					X
12/14/11		Fort Worth, TX	Spill Drill	Rail Car	Ethanol	51,000		X	X	X	X

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
01/01/11		Laredo, TX		ER	Hyd. Acid	1					X
01/06/11		Uvalde, TX		ER	Motor Oil	1			X		X
01/11/11		Kerrville, TX		ER	Cayenne Puree	3					X
01/25/11		San Antonio, TX		ER	Diesel Fuel	1					X
01/28/11		Austin, Tx.		ER	Oil base solvent	1			X		X
01/28/11		Alice, TX.		ER	LoSurf 300D	4		X			X
02/06/11		Schertz, TX		ER	Motor Oil	1/2 bbl			X		X
02/07/11		Laredo, TX		ER	Motor Oil	1/2 bbl					X
02/07/11		Houston, TX		ER	Red Oil Dye	400					X
02/09/11		Belton, Tx.		ER	Diesel	2					X
02/09/11		Giddings Tx.		ER	Diesel	2			X		X
02/10/11		Bastrop Tx.		ER	Turbine Oil	9		X	X		X
02/15/11		Boerne, TX		ER	Diesel Fuel	1			X		X
02/18/11		San Antonio, TX		ER	Hydraulic Oil	1/2 bbl					X
02/22/11		Austin, Tx.		ER	Used Motor Oil	1/2 bbl					X
02/23/11		Sonora, TX		SCH	Diesel Fuel	1					X
02/24/11		Texas City, Tx.		ER	Unleaded Gas	6000		X	X	X	X
03/06/11		Troy, Tx.		ER	Diesel	1/2 bbl		X			X
03/18/11		Junction, TX		SCH	Diesel Fuel	2					X
03/22/11		Del Valle, TX		ER	Diesel Fuel	24		X			X
03/23/11		Gonzales, TX		ER	Crude Oil	50					X
03/24/11		Yorktown, TX		ER	Diesel fuel	55			X		X
03/31/11		Uvalde, TX		ER	Diesel fuel	1.5					X
04/08/11		Cheapside, TX		ER	Brine Water	45		X			X
04/09/11		Burnet, Tx.		ER	Diesel	1					X
04/14/11		Kyle, Tx.		SCH	Mineral Oil	1/2 bbl					X
04/18/11		Elmendorf, TX		ER	Gear Oil	1 1/2					X
04/19/11		Georgetown, TX		ER	Unleaded Gas	70		X	X		X
04/20/11		San Antonio, TX		ER	Unleaded Gas	172					X
04/21/11		Austin, Tx.		SCH	Diesel fuel	1					X
05/04/11		Big Wells, TX		ER	Diesel Fuel	4					X
05/17/11		Pleasanton, TX		ER	Diesel Fuel	2			X		X
05/18/11		Llano, Tx.		ER	Diesel	1/2 bbl					X
05/31/11		San Antonio, TX		ER	Corn Syrup	3					X

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
01/08/10		Duncanville, TX	ER	Transport	Gasoline	2.5			X		X
01/08/10		San Antonio, TX	ER	Transport	Diesel	1					X
01/14/10		Fort Worth, TX	ER	Transport	Animal Fat (Grease)	unknown		X	X		X
01/14/10		Haynesville, LA	ER	Transport	Condensate	218		X	X		X
01/18/10		Irving, TX	ER	Transport	Diesel	4		X			x
01/18/10		Austin, TX	ER	Transport	Motor oil	4.5		X	X		X
01/21/10		Bossier City, LA	ER	Transport	Sodium Hydroxide	6.5		X	X		X
01/23/10		Denton, TX	ER	Transport	Diesel	2		X	X		X
01/27/10		Victoria, TX	ER	Transport	Diesel	1					X
01/28/10		Grand Prairie, TX	ER	Transport	Diesel	3		x			x
01/29/10		Knippa, TX	ER	Transport	Diesel	1			X		X
02/05/10		Fort Worth, TX	ER	Transport	Diesel	2		X	X		X
02/05/10		Douglasville, TX	ER	Transport	Diesel	5		X	X		X
02/14/10		Gurdon, AR	ER	Transport	Diesel	1.5		X			X
02/15/10		Fort Worth, TX	ER	Transport	Crude oil	4		X	X		X
02/18/10		Schertz, TX	ER	Transport	Diesel	2		X			X
02/22/10		Mansfield, LA	ER	Transport	Anti-Freeze	4.5		X	X		X
02/26/10		Denton, TX	ER	Transport	Diesel	3		X			X
02/28/10		Fort Worth, TX	ER	Transport	Diesel	2		X			X
03/01/10		Event, TX	ER	Transport	Diesel	2.5			X		X
03/09/10		Keene, TX	ER	Transport	Hydraulic Oil	7		X			X
03/10/10		Corpus Christi, TX	ER	Transport	Diesel	2			X		X
03/14/10		Mena, AR	ER	Transport	Diesel	1.5					X
03/15/10		Bossier City, LA	ER	Transport	Diesel	1.5		X			X
03/16/10		Little Rock, AR	ER	Facility	Liquid Resin	2					X
03/17/10		Shreveport, LA	DRILL	Facility	Diesel	DRILL	X	X	X	X	X
03/20/10		Fort Worth, TX	ER	Transport	Diesel	1					X
03/22/10		Corpus Christi, TX	ER	Transport	Motor oil	6		X	X		X
03/22/10		San Antonio, TX	ER	Transport	Diesel	2			X		X
03/31/10		Denton, TX	ER	Transport	Diesel	3			X		
04/04/10		Carmel, LA	ER	Transport	Diesel	2			X		X
04/16/10		Lewisville, AR	ER	Transport	Diesel	7.5		X	X		X
04/16/10		San Antonio, TX	ER	Transport	Mixed Solvents	1					X
04/16/10		Laredo, TX	ER	Transport	Diesel	1			X		X
04/23/10		Waco, TX	ER	Transport	T mix	28		X	X		X
04/25/10		Del Rio, TX	ER	Transport	Motor Oil & Diesel	50		X	X	X	X

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04/26/10	Shreveport, LA	ER	Facility	Hydrochloric Acid	18		X	X		X
05/03/10	Weatherford, TX	ER	Transport	Diesel	1.5					X
05/04/10	Saint Joe, TX	ER	Transport	Diesel	2		X			X
05/06/10	Grand Isle, LA	ER	Transport	Crude Oil	50	X		X		X
05/07/10	Nash, TX	ER	Transport	Diesel	1		X	X		X
05/10/10	Roanoke, TX	ER	Transport	Diesel/Oil	2					X
05/15/10	Chapel, AR	ER	Transport	Diesel	1					X
05/26/10	Texarkana, TX	ER	Transport	K-Dry Touch Oil	4.5		X	X		X
05/27/10	Graford, TX	ER	Transport	Gasoline	50			X	X	X
05/27/10	Buda, TX	ER	Transport	Diesel	1					X
06/08/10	New Braunfels, TX	ER	Transport	Diesel	1					X
06/09/10	Midlothian, TX	ER	Transport	Diesel	1					X
06/29/10	Douglasville, TX	ER	Transport	Diesel & Gas	3.5		X	X		X
07/02/10	Weatherford, TX	ER	Transport	Diesel	2			X		X
07/05/10	Crystal City, TX	ER	Transport	Crude Oil	145			X		X
07/14/10	Grand Isle, LA	ER	Transport	Crude Oil	50	X		X		X
07/14/10	Carmel, LA	ER	Transport	Hydraulic/Water	3.5		X			X
07/17/10	Segovia, TX	ER	Transport	Diesel	2					X
07/29/10	San Antonio, TX	ER	Transport	Diesel	2			X		X
08/02/10	Friendship, AR	ER	Transport	Hydraulic Oil	1			X		X
08/03/10	Carrizon Springs, TX	ER	Transport	Diesel	4.5			X		X
08/10/10	Fort Worth, TX	ER	Transport	Hydraulic oil	1		X			X
08/12/10	Shreveport, LA	ER	Transport	Saltwater/Oil	50			X		X
08/14/10	Del Rio, TX	ER	Transport	Diesel	2					X
08/14/10	Witsett, TX	ER	Transport	Diesel	3					X
08/19/10	Cleburne, TX	ER	Transport	Motor Oil	71		X			X
08/19/10	Hooks, TX	ER	Facility	Diesel	3.5		X			X
08/20/10	Devine, TX	ER	Transport	Diesel	1					X
08/25/10	Sheridan, AR	ER	Transport	Diesel	2			X		X
08/27/10	Hope, AR	ER	Transport	Synthebond	4.5					X
08/29/10	Mt. Pleasant, TX	ER	Transport	Diesel	1		X			X
08/31/10	Twin Groves, AR	ER	Facility	Oil,Antifreeze	2					X
09/01/10	Coushatta, LA	ER	Transport	Diesel	10		X			X
09/08/10	Burnett, TX	ER	Transport	Unleaded Fuel	7			X		X
09/11/10	Benton, AR	ER	Transport	Diesel	1.5			X		X
09/14/10	Gonzales, TX	ER	Transport	Hydrochloric Acid	250		X			X
09/16/10	Dallas, TX	ER	Transport	Diesel	3		X			X
09/17/10	Cleburne, TX	ER	Transport	Diesel	2			X		X

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10/01/10	New Boston, TX	ER	Transport	Jancryl 1987	1		X			X
10/01/10	Marble Falls, TX	ER	Transport	Liquid Fertilizer	1					X
10/02/10	Lisbon, LA	ER	Transport	Saltwater/Oil	500		X			X
10/08/10	Temple, TX	ER	Transport	Red Dye Diesel	28.5		X	X		X
10/12/10	Monticello, AR	ER	Transport	Herbicide	2					X
10/13/10	Fort Worth, TX	DRILL			DRILL					
10/14/10	Brister, AR	ER	Transport	Hydrochloric Acid	10					X
10/15/10	Lytle, TX	ER	Transport	Diesel	1			X		X
10/16/10	Fort Worth, TX	Drill		Diesel	unknown		X	X		X
10/24/10	Azle, TX	ER	Transport	Diesel	2			X		X
10/25/10	Mt. Pleasant, TX	DRILL			DRILL					
10/26/10	Wickes, AR	ER	Transport	Diesel	1					X
10/26/10	Three Rivers, TX	ER	Transport	Hydrochloric Acid	16.5					X
11/03/10	Haltom City, TX	ER	Transport	Diesel/Gas	1		X			X
11/09/10	Gerald, TX	ER	Transport	Diesel	1					X
11/10/10	San Antonio, TX	ER	Transport	Soybean Oil	1			X		X
11/13/10	Mt. Pleasant, TX	ER	Transport	Diesel	3.5			X		X
11/14/10	San Antonio, TX	ER	Transport	Hydraulic Oil	1					X
11/24/10	Victoria, TX	ER	Transport	Diesel	2			X		X
11/27/10	Mineral Wells, TX	ER	Transport	Diesel	2			X		X
11/29/10	Texarkana, TX	ER	Transport	Diesel	2		X	X		X
11/30/10	Hooks, TX	ER	Transport	Diesel	2		X	X		X
12/08/10	Kyle, TX	ER	Transport	Mineral Oil	1					X
12/9/10	Madsionville, TX	ER	Transport	Diesel/Oil	4					X
12/09/10	New Boston, TX	ER	Facility	Leacheate	47.5		X			X
12/11/10	Marion, TX	ER	Transport	Diesel	2					X
12/15/10	Shreveport, LA	ER	Transport	Used Motor Oil	2			X		X
12/16/10	Arlington, TX	ER	Transport	Diesel fuel	2			X		X
12/28/10	Red Oak, TX	ER	Transport	Gasoline/Diesel	1			X		X

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Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
01.01.09		Royce City, TX	ER	Transportation	Diesel	4 bbl		X	X		X
01.02.09		Ft. Worth, TX	ER	Facility	Diesel	5 bbl			X		X
01.06.09		Denton, TX	ER	Transportation	Diesel	45 bbl		X	X		X
01.07.09		San Antonio, TX	ER	Transportation	Diesel	1 bbl					X
01.13.09		Fairfield, TX	ER	Transportation	Diesel	3 bbl			X		X
01.20.09		Plano, TX	ER	Transportation	Diesel	4 bbl		X	X		X
01.27.09		Hudson Oaks, TX	ER	Transportation	Diesel	1 bbl					X
02.02.09		Richardson, TX	ER	Facility	Hydraulic Oil	15 bbl		X	X		X
02.12.09		Mansfield, TX	ER	Transportation	Hydraulic Oil	1 bbl					X
02.18.09		Forney, TX	ER	Transportation	Fire Water	2 bbl		X	X		X
02.21.09		Carrollton, TX	ER	Facility	Vegetable Oil	2 bbl		X	X		X
02.23.09		Palmer, TX	ER	Transportation	Diesel	4 bbl			X		X
02.26.09		Garland, TX	ER	Transportation	Diesel	4 bbl		X	X		X
02.26.09		San Antonio, TX	ER	Transportation	Diesel	1.5 bbl					X
02.27.09		Boyd, TX	ER	Transportation	Oil	1 bbl			X		X
03.02.09		McKinney, TX	ER	Transportation	Diesel	2 bbl			X		X
03.02.09		Duncanville, TX	ER	Facility	Concrete Mix	40 bbl		X			X
03.09.09		New Braunfels, TX	ER	Transportation	Diesel/Gasoline	85 bbl		X	X		X
03.09.09		Hope, ARK	ER	Facility	Soy Oil	11 bbl		X	X		X
03.11.09		Colorado City, TX	ER	Transportation	Diesel	5 bbl			X		X
03.12.09		Marshall, TX	ER	Transportation	Diesel	4 bbl		X	X		X
03.13.09		Grand Prairie, TX	ER	Transportation	Dye	8 bbl		X	X		X
03.16.09		Mesquite, TX	ER	Transportation	Diesel	1 bbl			X		X
03.16.09		Lorena, TX	ER	Pipeline	Oil	2000 bbl	X	X	X	X	X
03.20.09		Texarkana, TX	ER	Transportation	Waste	1 bbl		X			X
03.23.09		Kennedale, TX	ER	Facility	Diesel	12 bbl			X		X
03.26.09		George West, TX	ER	Transportation	Diesel	1.5 bbl			X		X
03.29.09		Caddo Parish, LA	ER	Transportation	Diesel	1 bbl			X		X
03.31.09		Ft. Worth, TX	ER	Transportation	K Hydroxide	8 bbl		X			X
04.01.09		Dallas, TX	ER	Transportation	Milk	45 bbl		X	X		X
04.14.09		Kerens, TX	ER	Transportation	Diesel	4 bbl		X	X		X
04.16.09		Omaho, TX	ER	Transportation	Fire Water	62 bbl		X			X
04.21.09		Texarkana, ARK	ER	Facility	Diesel	1 bbl		X	X		X
04.28.09		Waskom, TX	ER	Transportation	Gasoline	204 bbl			X		X
04.28.09		San Antonio, TX	ER	Transportation	Diesel	2.5 bbl			X		X
04.30.09		Greenville, TX	ER	Transportation	Diesel	4 bbl		X	X		X
04.30.09		Sanger, TX	ER	Transportation	Diesel	2 bbl		X	X		X
04.30.09		Austin, TX	ER	Transportation	Diesel	2.5 bbl			X		X
04.30.09		San Antonio, TX	ER	Facility	Diesel	1 bbl			X		X
05.05.09		San Antonio, TX	ER	Transportation	Antifreeze	5 bbl					X
05.11.09		Strong, ARK	ER	Transportation	Diesel	6 bbl			X		X
05.13.09		Foreman, ARK	ER	Transportation	Fire Suppression	50 bbl			X		X
05.16.09		Red Oak, TX	ER	Transportation	Diesel	1 bbl			X		X
05.20.09		Waskom, TX	ER	Transportation	Diesel	1 bbl			X		X
05.26.09		Gilmer, TX	ER	Pipeline	Condensate	168 bbl		X	X	X	X
05.29.09		Willow Park, TX	ER	Transportation	Diesel	2 bbl					X
06.03.09		Cresson, TX	ER	Facility	Condensate	1500 bbl		X	X		X

TAS ENVIRONMENTAL SERVICES, LP
2009 - PREP Report

Date	Company	Location	Drill Type	Spill Type	Product	Qty (bbl)	Deployment				
							Skimmer	Vac Truck	Boom	Boats	Labor
06.07.09		Poth, TX	ER	Transportation	Diesel	1bbl					X
06.11.09		Denton, TX	ER	Transportation	Diesel	1bbl					X
06.14.09		Benbrook, TX	Drill	Training	N/A	0 bbl			X	X	X
06.15.09		Schulenburg, TX	ER	Transportation	Diesel	1.5 bbl					X
06.22.09		Benbrook, TX	ER	Transportation	Diesel	2 bbl					X
07.01.09		Beckville, TX	ER	Pipeline	Condensate	600 bbl		X	X	X	X
07.06.09		Denton, TX	ER	Transportation	Diesel	4 bbl		X	X		X
07.14.09		Stringtown, OK	ER	Transportation	Diesel	80 bbl		X	X		X
07.24.09		Texarkana, TX	ER	Transportation	Cooking Oil	1 bbl		X			X
07.27.09		Schertz, TX	ER	Facility	Fiberglass Resin	28.5 bbl					X
07.28.09		San Antonio, TX	ER	Transportation	Diesel	2 bbl					X
08.03.09		Texarkana, TX	ER	Facility	Fire Water	7100 bbl			X		X
08.04.09		New Braunfels, TX	ER	Transportation	Diesel	2.5 bbl					X
08.05.09		San Antonio, TX	ER	Facility	Liquid Plastic	6 bbl					X
08.08.09		Marshall, TX	ER	Transportation	Gluteral Dehyde	6 bbl		X	X		X
08.11.09		Camden, AR	ER	Transportation	Diesel	3 bbl			X		X
08.12.09		Texarkana, AR	ER	Transportation	Oil	1 bbl		X			X
08.18.09		Sanger, TX	ER	Transportation	Diesel	1 bbl					X
08.19.09		Alvord, TX	ER	Transportation	Diesel	176 bbl		X	X		X
08.26.09		Godley, TX	ER	Transportation	Diesel	81 bbl		X	X		X
08.29.09		Port Lavaca, TX	ER	Transportation	Crude Oil	140 bbl		X	X		X
09.12.09		Scottsdale, TX	ER	Transportation	Drilling Mud	1 bbl		X	X		X
09.13.09		Anna, TX	ER	Transportation	Diesel	4 bbl		X	X		X
09.14.09		Carthage, TX	ER	Transportation	Diesel	4 bbl			X		X
09.15.09		Seagoville, TX	ER	Transportation	Diesel	5 bbl			X		X
09.16.09		Bossier City, LA	ER	Transportation	Oil	1 bbl			X		X
09.17.09		Kilgore, TX	ER	Transportation	Diesel	7 bbl		X	X		X
09.18.09		Longview TX	ER	Transportation	Diesel	4 bbl			X		X
09.17.09		Ft. Worth, TX	ER	Facility	Ketone	2 bbl					X
09.20.09		Texarkana, TX	ER	Transportation	Diesel	1 bbl		X	X		X
09.22.09		Grandlane, LA	ER	Transportation	Diesel	1 bbl			X		X
10.08.09		San Antonio, TX	ER	Facility	Process Water	21.5 bbl		X			X
10.12.09		Venus, TX	ER	Transportation	Diesel	3 bbl		X	X	X	X
10.12.09		Longview, TX	ER	Pipeline	Condensate	5 bbl		X	X		X
10.12.09		Marion, TX	ER	Transportation	Diesel	4 bbl					X
10.13.09		Ft. Worth, TX	Deployment Drill	Facility	Ethanol	83 bbl			X		X
10.15.09		Comfort, TX	ER	Transportation	Diesel	1.5 bbl					X
10.21.09		Mt. Vernon, TX	ER	Transportation	Diesel	2 bbl		X	X		X
10.25.09		Red Oak, TX	ER	Transportation	Diesel	1 bbl			X		X
10.28.09		Hutchins, TX	ER	Transportation	Diesel	1 bbl			X		X
11.04.09		McQueeney, TX	ER	Transportation	Diesel	2 bbl					X
11.06.09		Rodwater, TX	ER	Facility	Gasoline	1 bbl			X		X
11.12.09		Ft. Worth, TX	ER	Transportation	Diesel, Oil	15 bbl		X	X		X
11.13.09		Glen Rose, TX	ER	Transportation	Diesel/Salt Water	17 bbl		X	X		X
11.20.09		New Braunfels, TX	ER	Transportation	Diesel	1.5 bbl			X		X
11.22.09		Cibilo, TX	ER	Facility	Gasoline	3.5 bbl		X			X
11.30.09		Mesquite, TX	ER	Transportation	Diesel / Gasoline	120 bbl		X	X		X

INTERMITTENT SERVICES AGREEMENT

Date: June 13, 2005
 Agreement Number: 0500279-A

Contractor: TAS Environmental Services, L.P.

PARTIES

It is hereby agreed between:

(i) Flint Hills Resources, L.P., Koch Pipeline Company, L.P. (such company or companies being collectively referred to hereinafter as "Company"), whose business address is P.O. Box 2256, Wichita, Kansas 67201, and

(ii) TAS Environmental Services, L.P. (such company being referred to hereinafter as "Contractor"), whose business address is 3929 California Parkway, Ft. Worth, TX 76119,

that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

1. Contractor represents and warrants that it is classified by the United States Coast Guard as a Class: A,B,C,D, and/or E Applied For: _____ Oil Spill Response Organization (OSRO) for Great Lakes, inland, rivers and canals, or oceans Applied For: _____ environment(s) in the following geographic location(s): Fort Worth, TX, San Antonio, TX, Dallas, TX, Austin, TX. Attached hereto as Schedule 1 is a copy of Contractor's current OSRO Classification Letter. If Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement.

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to all rules and regulations promulgated and in force pursuant to the Occupational, Safety and Health Act and all HazCom, HazMat, and HazWoper requirements set forth therein. Contractor shall be solely responsible for ensuring its employees have received all certifications and training required by the Occupational, Safety and Health Act, and any and all other applicable Federal, State or local laws, rules or regulations.

Contractor shall be compensated in accordance with the attached rates marked as "Exhibit A". In the event of a conflict between the provisions contained within the main body of this agreement and a provision contained within Exhibit A, the provisions in the main body of this agreement shall control. The rates shall include, without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company. If "Company", as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the payment obligations hereunder as relating to work performed for such entity.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.
5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.
6. Contractor shall perform the work:
- In a workmanlike manner using qualified, efficient and careful workers;
 - In accord with all plans, drawings and specifications;
 - In compliance with all applicable federal, state, local and Company's safety rules and regulations;
 - In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
 - So as not to interfere with the operations of others on the premises; and,
 - Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and, all personal property of Contractor's employees, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND SAVE COMPANY, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS PARAGRAPH 12 AS "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO ANY OF THE WORK PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS OR THE

EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO CONTRACTOR, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND SAVE INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT CONTRACTOR SHALL NOT BE LIABLE UNDER THIS PARAGRAPH 12 FOR LOSS OR DAMAGE RESULTING FROM THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST THE PAYMENT OF ANY AND ALL TAXES, PENALTIES, FINES, INTEREST, LIENS OR INDEBTEDNESS OR CLAIMS AGAINST INDEMNITEES' PROPERTY OR FOR WORK PERFORMED, OR MEASURED BY THE WORK PERFORMED, GROWING OUT OF OR INCIDENT TO CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, TAXES, PENALTIES, FINES, INTEREST, LIENS OR ENCUMBRANCES THAT RESULT FROM THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY, WHICH MAY INCLUDE INDEMNITEES, THEIR AGENTS, EMPLOYEES OR OFFICERS. CONTRACTOR SHALL MAINTAIN AT ITS OWN COST AND EXPENSE INSURANCE COVERING THIS INDEMNITY PROVISION. CONTRACTOR'S DUTIES UNDER THIS PARAGRAPH SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an

act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, at seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance. Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

CONFIDENTIALITY

25. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

TERM

26. This agreement shall be effective as of the date first above written and shall continue for a one-year period following that date. At the end of the initial one-year period, the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

SO AGREED, EXECUTED ON THE DATES INDICATED BELOW, BUT EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN:

COMPANY

Flint Hills Resources, LP
Koch Pipeline Company, L.P.

By Bob O'Hair
(Printed Name)
Title Vice President
Date 6-22-05

CONTRACTOR

TAS Environmental Services, L.P.

Federal ID Number: 20-1454928
By J. Salzer
(Printed Name)
Title President of TAS
Date 6.13.5

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 0500279-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96, with standard exclusions "a" through "n"; ISO forms CG 00 01 07 98 or CG 00 01 10 01, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

1.9 **Pollution Liability Insurance - If required by Company**, Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them);
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- iii) Acknowledge that in no event shall Company's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Contractor's policies .

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**

INTERMITTENT SERVICES AGREEMENT

Date: June 13, 2005
 Agreement Number: 0500279-A

Contractor: TAS Environmental Services, L.P.

PARTIES

It is hereby agreed between:

(i) Flint Hills Resources, L.P., Koch Pipeline Company, L.P. (such company or companies being collectively referred to hereinafter as "Company"), whose business address is P.O. Box 2256, Wichita, Kansas 67201, and

(ii) TAS Environmental Services, L.P. (such company being referred to hereinafter as "Contractor"), whose business address is 3929 California Parkway, Ft. Worth, TX 76119,

that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

1. Contractor represents and warrants that it is classified by the United States Coast Guard as a Class: A,B,C,D, and/or E Applied For: _____ Oil Spill Response Organization (OSRO) for Great Lakes, inland, rivers and canals, or oceans Applied For: _____ environment(s) in the following geographic location(s): Fort Worth, TX, San Antonio, TX, Dallas, TX, Austin, TX. Attached hereto as Schedule 1 is a copy of Contractor's current OSRO Classification Letter. If Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement.

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to all rules and regulations promulgated and in force pursuant to the Occupational, Safety and Health Act and all HazCom, HazMat, and HazWoper requirements set forth therein. Contractor shall be solely responsible for ensuring its employees have received all certifications and training required by the Occupational, Safety and Health Act, and any and all other applicable Federal, State or local laws, rules or regulations.

Contractor shall be compensated in accordance with the attached rates marked as "Exhibit A". In the event of a conflict between the provisions contained within the main body of this agreement and a provision contained within Exhibit A, the provisions in the main body of this agreement shall control. The rates shall include, without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company. If "Company", as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the payment obligations hereunder as relating to work performed for such entity.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.
5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.
6. Contractor shall perform the work:
- In a workmanlike manner using qualified, efficient and careful workers;
 - In accord with all plans, drawings and specifications;
 - In compliance with all applicable federal, state, local and Company's safety rules and regulations;
 - In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
 - So as not to interfere with the operations of others on the premises; and,
 - Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and, all personal property of Contractor's employees, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND SAVE COMPANY, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS PARAGRAPH 12 AS "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO ANY OF THE WORK PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS OR THE

EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO CONTRACTOR, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND SAVE INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT CONTRACTOR SHALL NOT BE LIABLE UNDER THIS PARAGRAPH 12 FOR LOSS OR DAMAGE RESULTING FROM THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST THE PAYMENT OF ANY AND ALL TAXES, PENALTIES, FINES, INTEREST, LIENS OR INDEBTEDNESS OR CLAIMS AGAINST INDEMNITEES' PROPERTY OR FOR WORK PERFORMED, OR MEASURED BY THE WORK PERFORMED, GROWING OUT OF OR INCIDENT TO CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, TAXES, PENALTIES, FINES, INTEREST, LIENS OR ENCUMBRANCES THAT RESULT FROM THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY, WHICH MAY INCLUDE INDEMNITEES, THEIR AGENTS, EMPLOYEES OR OFFICERS. CONTRACTOR SHALL MAINTAIN AT ITS OWN COST AND EXPENSE INSURANCE COVERING THIS INDEMNITY PROVISION. CONTRACTOR'S DUTIES UNDER THIS PARAGRAPH SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an

act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, at seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance. Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

CONFIDENTIALITY

25. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

TERM

26. This agreement shall be effective as of the date first above written and shall continue for a one-year period following that date. At the end of the initial one-year period, the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

SO AGREED, EXECUTED ON THE DATES INDICATED BELOW, BUT EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN:

COMPANY

Flint Hills Resources, LP
Koch Pipeline Company, L.P.

By Bob O'Hair
(Printed Name)
Title Vice President
Date 6-22-05

CONTRACTOR

TAS Environmental Services, L.P.

Federal ID Number: 20-1454928
By J. Salzer
(Printed Name)
Title President of O&P
Date 6.13.5

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 0500279-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96, with standard exclusions "a" through "n"; ISO forms CG 00 01 07 98 or CG 00 01 10 01, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

1.9 **Pollution Liability Insurance - If required by Company**, Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them);
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- iii) Acknowledge that in no event shall Company's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Contractor's policies .

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**

INTERMITTENT SERVICES AGREEMENT

Date: June 13, 2005
 Agreement Number: 0500279-A

Contractor: TAS Environmental Services, L.P.

PARTIES

It is hereby agreed between:

(i) Flint Hills Resources, L.P., Koch Pipeline Company, L.P. (such company or companies being collectively referred to hereinafter as "Company"), whose business address is P.O. Box 2256, Wichita, Kansas 67201, and

(ii) TAS Environmental Services, L.P. (such company being referred to hereinafter as "Contractor"), whose business address is 3929 California Parkway, Ft. Worth, TX 76119,

that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

1. Contractor represents and warrants that it is classified by the United States Coast Guard as a Class: A,B,C,D, and/or E Applied For: _____ Oil Spill Response Organization (OSRO) for Great Lakes, inland, rivers and canals, or oceans Applied For: _____ environment(s) in the following geographic location(s): Fort Worth, TX, San Antonio, TX, Dallas, TX, Austin, TX. Attached hereto as Schedule 1 is a copy of Contractor's current OSRO Classification Letter. If Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement.

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to all rules and regulations promulgated and in force pursuant to the Occupational, Safety and Health Act and all HazCom, HazMat, and HazWoper requirements set forth therein. Contractor shall be solely responsible for ensuring its employees have received all certifications and training required by the Occupational, Safety and Health Act, and any and all other applicable Federal, State or local laws, rules or regulations.

Contractor shall be compensated in accordance with the attached rates marked as "Exhibit A". In the event of a conflict between the provisions contained within the main body of this agreement and a provision contained within Exhibit A, the provisions in the main body of this agreement shall control. The rates shall include, without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company. If "Company", as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the payment obligations hereunder as relating to work performed for such entity.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and, all personal property of Contractor's employees, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND SAVE COMPANY, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS PARAGRAPH 12 AS "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO ANY OF THE WORK PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS OR THE

EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO CONTRACTOR, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND SAVE INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT CONTRACTOR SHALL NOT BE LIABLE UNDER THIS PARAGRAPH 12 FOR LOSS OR DAMAGE RESULTING FROM THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST THE PAYMENT OF ANY AND ALL TAXES, PENALTIES, FINES, INTEREST, LIENS OR INDEBTEDNESS OR CLAIMS AGAINST INDEMNITEES' PROPERTY OR FOR WORK PERFORMED, OR MEASURED BY THE WORK PERFORMED, GROWING OUT OF OR INCIDENT TO CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, TAXES, PENALTIES, FINES, INTEREST, LIENS OR ENCUMBRANCES THAT RESULT FROM THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY, WHICH MAY INCLUDE INDEMNITEES, THEIR AGENTS, EMPLOYEES OR OFFICERS. CONTRACTOR SHALL MAINTAIN AT ITS OWN COST AND EXPENSE INSURANCE COVERING THIS INDEMNITY PROVISION. CONTRACTOR'S DUTIES UNDER THIS PARAGRAPH SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an

act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, at seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance. Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

CONFIDENTIALITY

25. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

TERM

26. This agreement shall be effective as of the date first above written and shall continue for a one-year period following that date. At the end of the initial one-year period, the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

SO AGREED, EXECUTED ON THE DATES INDICATED BELOW, BUT EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN:

COMPANY

Flint Hills Resources, LP
Koch Pipeline Company, L.P.

By Bob O'Hair
(Printed Name)
Title Vice President
Date 6-22-05

CONTRACTOR

TAS Environmental Services, L.P.

Federal ID Number: 20-1454928
By J. Salzer
(Printed Name)
Title President of O&P
Date 6.13.5

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 0500279-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96, with standard exclusions "a" through "n"; ISO forms CG 00 01 07 98 or CG 00 01 10 01, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

1.9 **Pollution Liability Insurance - If required by Company**, Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them);
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- iii) Acknowledge that in no event shall Company's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Contractor's policies .

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**

INTERMITTENT SERVICES AGREEMENT

Date: June 13, 2005
 Agreement Number: 0500279-A

Contractor: TAS Environmental Services, L.P.

PARTIES

It is hereby agreed between:

(i) Flint Hills Resources, L.P., Koch Pipeline Company, L.P. (such company or companies being collectively referred to hereinafter as "Company"), whose business address is P.O. Box 2256, Wichita, Kansas 67201, and

(ii) TAS Environmental Services, L.P. (such company being referred to hereinafter as "Contractor"), whose business address is 3929 California Parkway, Ft. Worth, TX 76119,

that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

1. Contractor represents and warrants that it is classified by the United States Coast Guard as a Class: A,B,C,D, and/or E Applied For: _____ Oil Spill Response Organization (OSRO) for l.e. Great Lakes, inland, rivers and canals, or oceans Applied For: _____ environment(s) in the following geographic location(s): Fort Worth, TX, San Antonio, TX, Dallas, TX, Austin, TX. Attached hereto as Schedule 1 is a copy of Contractor's current OSRO Classification Letter. If Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement.

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to all rules and regulations promulgated and in force pursuant to the Occupational, Safety and Health Act and all HazCom, HazMat, and HazWoper requirements set forth therein. Contractor shall be solely responsible for ensuring its employees have received all certifications and training required by the Occupational, Safety and Health Act, and any and all other applicable Federal, State or local laws, rules or regulations.

Contractor shall be compensated in accordance with the attached rates marked as "Exhibit A". In the event of a conflict between the provisions contained within the main body of this agreement and a provision contained within Exhibit A, the provisions in the main body of this agreement shall control. The rates shall include, without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company. If "Company", as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the payment obligations hereunder as relating to work performed for such entity.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and, all personal property of Contractor's employees, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND SAVE COMPANY, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS PARAGRAPH 12 AS "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO ANY OF THE WORK PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS OR THE

EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO CONTRACTOR, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND SAVE INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT CONTRACTOR SHALL NOT BE LIABLE UNDER THIS PARAGRAPH 12 FOR LOSS OR DAMAGE RESULTING FROM THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST THE PAYMENT OF ANY AND ALL TAXES, PENALTIES, FINES, INTEREST, LIENS OR INDEBTEDNESS OR CLAIMS AGAINST INDEMNITEES' PROPERTY OR FOR WORK PERFORMED, OR MEASURED BY THE WORK PERFORMED, GROWING OUT OF OR INCIDENT TO CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, TAXES, PENALTIES, FINES, INTEREST, LIENS OR ENCUMBRANCES THAT RESULT FROM THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY, WHICH MAY INCLUDE INDEMNITEES, THEIR AGENTS, EMPLOYEES OR OFFICERS. CONTRACTOR SHALL MAINTAIN AT ITS OWN COST AND EXPENSE INSURANCE COVERING THIS INDEMNITY PROVISION. CONTRACTOR'S DUTIES UNDER THIS PARAGRAPH SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an

act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, at seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance. Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

CONFIDENTIALITY

25. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

TERM

26. This agreement shall be effective as of the date first above written and shall continue for a one-year period following that date. At the end of the initial one-year period, the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

SO AGREED, EXECUTED ON THE DATES INDICATED BELOW, BUT EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN:

COMPANY

Flint Hills Resources, LP
Koch Pipeline Company, L.P.

By

Bob O'Hair

(Printed Name)

Title

Vice President

Date

6-22-05

CONTRACTOR

TAS Environmental Services, L.P.

Federal ID Number:

20-1454928

By

J. Salzar

(Printed Name)

Title

President of O&P

Date

6.13.5

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 0500279-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96, with standard exclusions "a" through "n"; ISO forms CG 00 01 07 98 or CG 00 01 10 01, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

1.9 **Pollution Liability Insurance - If required by Company**, Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Sections 1.2, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:
- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them);
 - ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
 - iii) Acknowledge that in no event shall Company's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Contractor's policies .

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**



**RELEASE TO
OR THREATENING
NAVIGABLE OR COASTAL WATERS**

TGLO
TITLE 31
TEXAS ADMINISTRATIVE CODES
CHAPTER 19,
RULE 19.13 (C)
REQUIRED ELEMENTS OF
DISCHARGE PREVENTION AND
RESPONSE PLANS

**NOTIFICATIONS: IN THE EVENT OF A SPILL ENTERING OR THREATENING
NAVIGABLE OR COASTAL WATER**

EXTERNAL NOTIFICATIONS

REQUIRED BY 31TAC19.13c5:

NATIONAL RESPONSE CENTER

800-424-8802

PLUS;

**STATE OF TEXAS
(TGLO / TCEQ)**

800-832-8224

PLUS;

**RAILROAD COMMISSION
OFFICE OF PIPELINE SAFETY
512-463-6788**

PLUS APPLICABLE;

OIL & GAS OFFICE DISTRICT OFFICE*

* NOTE: FOR NUMBER LOOK ON EXTERNAL NOTIFICATION SECTION

SPECIAL PROCEDURES / RESOURCES IDENTIFIED

19.13(c) (4) (F) Average Daily Throughput of oil at the facility:

Viola - 75,000 to 85,000 bbls / day

Refugio – 30,000 to 40,000 bbls / day

19.13 (c)(5) for a facility which normally does not have personnel on-site, a commitment to maintain in a prominent location a sign or placard which states that the GLO and National Response Center are to be notified of an oil spill and gives the 24-hour phone numbers for notifying the GLO and National Response Center;

KPL plans to place TGLO / NRC Stickers at prominent asset areas such as Bay Crossing Signs and Pump Station entrance. Additionally, the TGLO / NRC numbers are located on Figure 3.1-5 and Appendix G of this Plan.

19.13(c) (7) Drill including Notification to NRC and TGLO:

KPL plans to conduct an annual oil spill drill that entails notifying the GLO and National Response Center and keeping which documents as shown in Appendix A of when the notification drill was conducted and facility personnel who participated in it.

31TAC19.13(c) (10)

Insitu Burn

In the event of a spill, there will be no use of Insitu Burn without prior approval from the RRT (Work through UCS - USCG / TGLO)

Dispersants

In the event of a spill, there will be no use of dispersants without prior approval from the RRT (Work through UCS - USCG / TGLO)

Wildlife Handling and Rehabilitation

This resource will be contacted through Miller Environmental:

Wildlife Rehab and Education
www.wrande.org
951 Power ST.
League City, Texas 77573

Sharon Schmalz
Work 281-332-8319
Pager 713-279-1417
Michele Johnson
Pager 281-418-8100

31TAC19	Subchapter B Spill Prevention and Preparedness	
31TAC19.11	Classification of Waterfront and Offshore Facilities	Section 1.1
31TAC19.12(b)	Facility Certification Requirements	Section 1.1
31TAC19.13(a)	Applicability	Section 1.1
31TAC19.13(b)	Implementation of Plans	Entire Plan
31TAC19.19.13(c)(1)	Owner and Operator of the facility	Sections 1.4-1 - 1.4-3
31TAC19.13(c)(2)	Person or Persons in Charge of Facility	Figure 1-2, Figure 3.1-4
31TAC19.13(c)(3)	Name and Address of Facility	Sections 1.4-1 - 1.4-3
31TAC19.13(c)(4)	Description of Facilities -	Section 1.4
31TAC19.13(c)(4)(A)	Location of Facility in Latitude and Longitude	Sections 1.4-1 - 1.4-3
31TAC19.13(c)(4)(B)	Facility's Primary Activity	Section 1.4
31TAC19.13(c)(4)(C)	Types of Oil and MSDS Information	Appendix D, Appendix E
31TAC19.13(c)(4)(D)	Storage Capacity of Each Tank Storing Oil	Figure C.3-1
31TAC19.13(c)(4)(E)	Diameter of Lines Through Which Oil is Transferred	Figure 1-2
31TAC19.13(c)(4)(F)	Average Daily Throughput Of Oil at the Facility	Section 1.2; Appendix G
31TAC19.13(c)(4)(G)	Dimensions and Capacity Largest Vessel at Docks	N/A
31TAC19.13(c)(5)	Sign or Placard in place with GLO and NRC 24 hr numbers	Appendix G
31TAC19.13(c)(6)	General Description of prevention measures	Section 2, Section 6
31TAC19.13(c)(7)	Oil Spill Drills and Documentation	Appendix A.1
31TAC19.13(c)(8)	Emergency Transfer Procedures for actual or potential spill	Section 2, Section 6
31TAC19.13(c)(9)	Plans to Contain and Clean-up Spills	Section 2.4, Section 6
31TAC19.13(c)(10)	Use of Detergents and Surfactants	Appendix G, Figure 6.3-2
31TAC19.13(c)(11)	Secondary Containment and Diversionary Structures	Figure C-4, Figure C-5
31TAC19.13(d)(1) - (6)	Additional requirements for Facilities classified as Intermediate:	N/A
31TAC19.13(e)(1)	Maps Showing Vehicular Access to Facility	Figure C-8
31TAC19.13(e)(2)	Site Plan of Facility	Figure 1-5
31TAC19.13(e)(2)(A)	Location of all Structures in Which Oil is Stored	Figure 1-5
31TAC19.13(e)(2)(B)	Location of all Areas of Oil Transfer	Figure 1-5
31TAC19.13(e)(2)(C)	Drainage and Diversion Systems	Appendix C-4, Appendix C.7
31TAC19.13(e)(3)	Oil Spill Drills	Appendix A.1
31TAC19.13(e)(3)(A)	Notify GLO and NRC	Section 3.5, Appendix G
31TAC19.13(e)(3)(B)	Notify Third Party SRO's	Section 3, Figure 3.1-1, Figure 3.1-6, Section 7.1.3, Figure 7.1-1 & Appendix B
31TAC19.13(e)(3)(C)	Onsite Response Equipment	Figure 7.1.1
31TAC19.13(e)(3)(D)	Log Documenting Drill	Appendix A.1
31TAC19.13(e)(4)	Description of Discharge Prevention and Response -	Appendix C-10, Appendix D
31TAC19.13(e)(4)(A)	Leak Detection and Safety Systems	Appendix D.3
31TAC19.13(e)(4)(B)	Testing, Maintaining and Inspecting Tanks	Appendix C-11
31TAC19.13(e)(4)(C)	Schedules, Methods, and Procedures for Drills	Appendix A.1
31TAC19.13(e)(4)(D)	SRO's	Section 7.1.1, Figure 7.1-1, Appendix B
31TAC19.13(e)(4)(E)	Response, Chain of Command, Reporting Procedures	Section 4, Section 3.1
31TAC19.13(e)(4)(F)	Oil Spill Response Equipment	Section 7.1.1, Figure 7.1-1, Appendix B
31TAC19.13(e)(4)(G)	Schedules, methods and procedures for maintaining facility owned and operated equipment	Appendix A.1
31TAC19.13(e)(4)(H)	Contracts with SRO's	Appendix B.2-2
31TAC19.13(e)(4)(I)	Worst Case Discharge	Appendix D
31TAC19.13(e)(4)(J)	Environmentally Sensitive Areas	Appendix D.9
31TAC19.13(e)(4)(K)	Response Strategies for WCD	Appendix D.5
31TAC19.13(e)(4)(L)	Training	Appendix A.2 Figure C-4
31TAC19.13(e)(4)(M)	Information of Designated Spill Responders	Figure 3.1-4
31TAC19.13(e)(4)(N)	Emergency Transferring, Storing, and Handling of Oil	Section 7.4
31TAC19.13(e)(4)(O)	Medical treatment, site Safety, and Security	Section 2.6, Section 2.9, Section 7.3

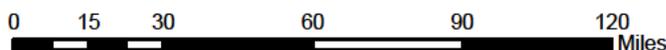
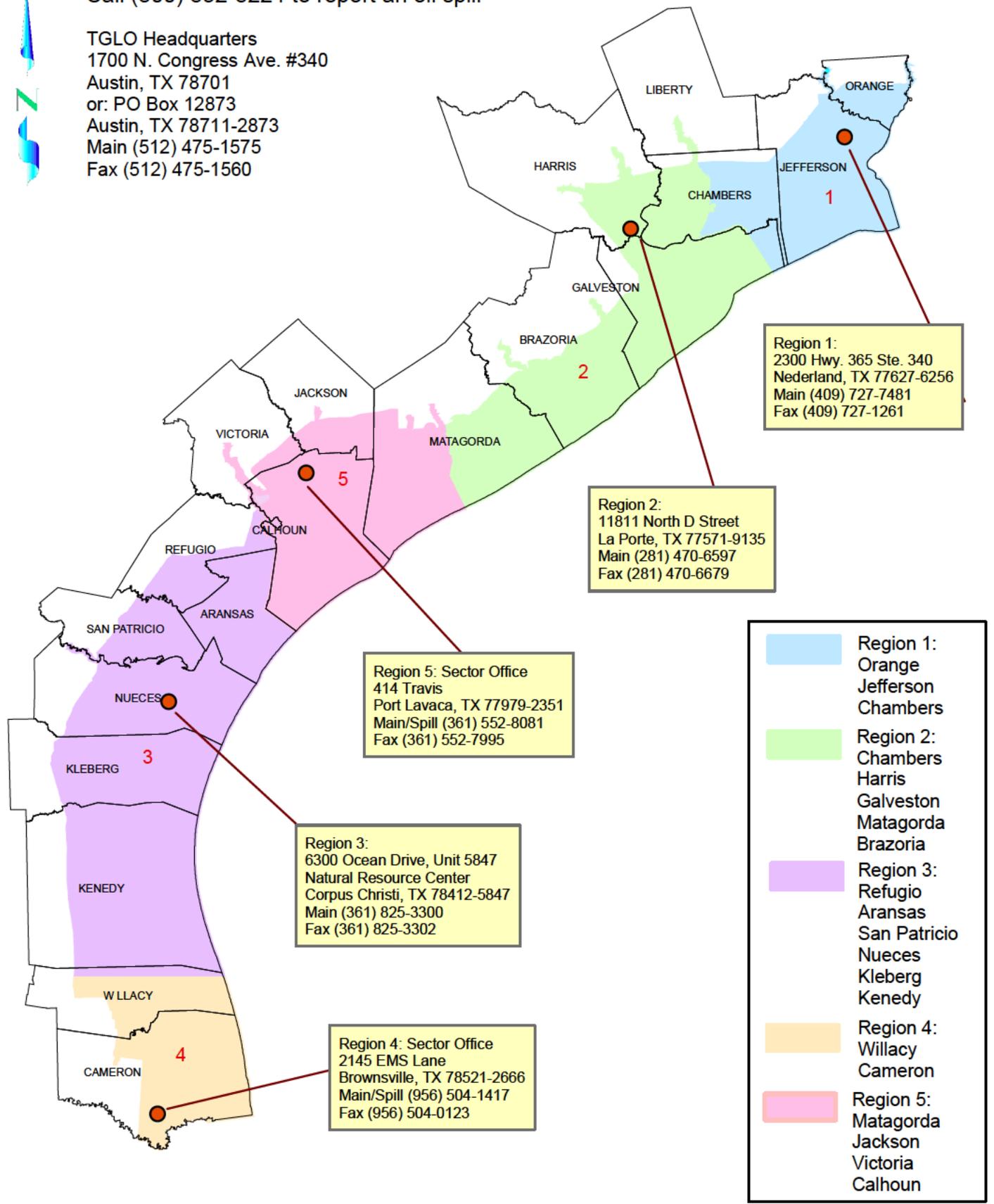
31TAC19.14	Annual Updating of Application Information; Renewal and Suspension of Certificates	N/A, Maximo
31TAC19.16	Person in Charge of Facility	Figure 1-2, Figure 3.1-4
19TAC19.18	Audits, Drills, and Inspections to Determine Prevention and Response Capability	NA, As Schedule by Agency
19TAC19.20	Certification of Discharge Cleanup Organizations	NA,

TGLO - Oil Spill Prevention & Response Regional Offices

Call (800) 832-8224 to report an oil spill



TGLO Headquarters
 1700 N. Congress Ave. #340
 Austin, TX 78701
 or: PO Box 12873
 Austin, TX 78711-2873
 Main (512) 475-1575
 Fax (512) 475-1560



This map was produced on 10/6/2005 at 10 31:43 AM
 by Robert L. Barron, GIS Application Developer
 IS/GIS/Applicaiton Development

Locations are general in nature. The author makes no warranties on accuracy or locations. Map not suitable for navigation purposes.



Texas General Land Office Oil Spill Prevention and Response

Oiled Wildlife Response Information Guide

General Response

- Federal regulations prohibit handling of migratory birds.
- Untrained personnel should not attempt to rescue oiled wildlife because of the potential of serious, sometimes fatal zoonotic diseases (transmission of disease from animal to human.)
- Oiled animals can inflict serious injury to untrained personnel.
- Only personnel from state fish & game agencies and U.S. Fish & Wildlife Service, or properly trained and permitted rehabilitators designated by these agencies are allowed to capture oiled wildlife.
- Make appropriate notifications and await instruction from licensed personnel on how to deal with affected wildlife.
- Only personnel licensed by the State of Texas are allowed to handle oil wildlife.

Resources

TX General Land Office 24 Hour Oil Spill Notification
800-832-8224

Wildlife Rehab & Education

Sharon Schmalz, Certified Oiled Wildlife and Response Team Member
Federal License # PRT673173 • State License # SPH090-090

Margaret Pickell, Certified Oiled Wildlife & Response Team Member

Upper Coast: Cell 281-731-8826 • 713-861-9453 • Pagers 713-279-1417 • 281-418-8100 • 281-332-8319 (home)

Lower Coast: 281-992-8080 • Pager 281-418-8100

Wildlife Response Services LLC

Rhonda Murgatroyd, Certified Oiled Wildlife & response Team Member
Federal License #SPRH039465, TX License # REH-0401-713, LA License #R-07-13
713-705-5897 • Pager 281-266-0054

UPPER COAST

Region 1 (Beaumont/Port Arthur)
Region 2 (LaPorte / Houston)

Texas Parks and Wildlife
281-842-8100 (24 hrs)

Texas Parks and Wildlife – Spills and Kills-Winston Denton
281-534-0138 • 281-842-8100 • 281-534-0130 (office)

U.S. Fish & Wildlife (pager for Ron Brinkley)
281-286-8282 • Pager 281-505-4754 • Cell 713-542-1873

LOWER COAST

Region 3 (Corpus Christi • Region 4 (Brownsville)
Region 5 (Pt. Lavaca)

Texas Parks and Wildlife
956-350-4490

Texas Parks and Wildlife - Spills and Kills
361-825-3246

U.S. Fish & Wildlife (pager for Claire Lee)
512-994-9005

Animal Rehabilitation Keep (ARK) – Port Aransas, TX
361-749-6793



Sound Management Practice Program - Statement of Intent

This form serves as official notification that my company is actively employing a Sound Management Practice Program (SMPP). I certify that all facilities and/or vessels, of which I am owner/operator, actively employ an SMPP that includes the following elements:

- (1) statement of intent
- (2) written policies and procedures and methodology to ensure compliance
- (3) training documentation
- (4) post spill auditing processes

I request that the Texas General Land Office accept this statement of intent and apply the appropriate penalty matrix should an oil spill occur in which I am the responsible party. I understand that the GLO may review our SMPP if the circumstances surrounding an oil spill warrant such examination.

Date June 15, 2009

Signature *Kevin Swaner*

Printed Name Kevin Swaner

Company/Vessel Name Koch Pipeline Company L.P.

GLO Facility Certificate Number(s) (if appropriate)
50174, 30131, 30132

Mailing Address 8606 IH 37

Corpus Christi Tx 78409

Phone 361-242-5539 Fax 361-241-6096

E-mail Kevin.Swaner@Kochpipeline.com

Mail or fax to:

Peggy Spies
Texas General Land Office
Oil Spill Prevention and Response
P.O. Box 12873
Austin, Texas 78711-2873
Fax - (512) 475-1560

Site 3 - VBC Pipeline Crossing

Victoria Barge Canal



RESPONSE STRATEGY

Latitude/Longitude: N 28° 35.797' "I W 96° 54.877' "

Location: Bloomington, TX on Levee Rd at the Pipeline Crossing on the Victoria Barge Canal

Water Way: Victoria Barge Canal (VBC)

Owner:

Distance from Spill Source: Pipeline runs across the VBC at this site.

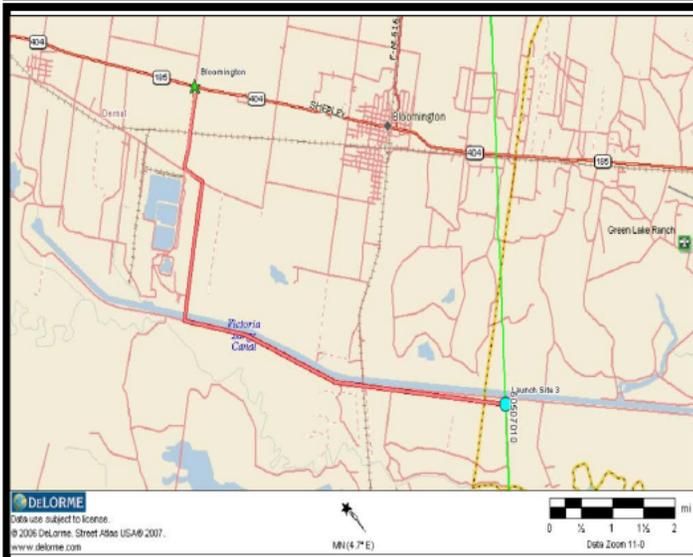
Map Reference:

Response Objective: Containment and collection

Response Tactic: - Normal Conditions

Deploy 2 500-ft segment of hard boom across the VBC and anchor using shoreline anchoring techniques to divert oil to the Southwest shore bank for containment and recovery operations. Any hard boom utilized should be backed with sorbent boom. Use vac truck and skimmer for recovery operations. The first three pictures depict where our pipeline crosses the Victoria Barge Canal. The picture in the middle depicts where the boom will be launched from and placed for collection and recovery.

Watercourse Description: Average river velocity is 3.42 feet/sec or 2.33 miles /hour



LEGEND Origin ● Destination ● Pipeline —

DRIVING DIRECTIONS
 From TX-35N make a left onto TX-185, TX-185 becomes Shepley St, turn left off Shepley St onto Canal Rd, turn left onto Old Bloomington Rd and then right on DuPont Park Rd. Follow this road over the bridge and turn left onto Levee Rd. Follow Levee Rd to the crossing.

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RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Containment Boom
	Sorbent Boom
	Vac Truck(s)
	Frac Tank(s)
	Work Boat(s)
	Skimmer(s)
	3/8" Polypropylene Line
	Stake(s)
	Sledge hammer(s)
	Sorbent pad(s)
	85 gallon drum liners
	Cell Phone(s)
	Portable Radios(s)
	Light tower(s)

RECOMMENDED EQUIPMENT	
QUANTITY	DESCRIPTION
	Port-o-let(s)
	Poly lined roll-off boxes
	Metal Culvert Pipes
	Trac-hoe
RECOMMENDED PERSONNEL	
NUMBERS	DESCRIPTION
	Boat Operator(s)
	Equipment Operator(s)
	Laborer(s)
	Supervisor(s)
	Vac Truck Operator(s)
	Boat Operator(s)
	Equipment Operator(s)

Description of Worksite:

Critical Response Information: This water way has steep embankments. Remember SAFETY FIRST!

Date Last Revised: October 25, 2006

Site 3 - VBC Pipeline Crossing



Site 3 - Whites Point Boat Ramp

Nueces Bay

**RESPONSE STRATEGY**

Latitude/Longitude: N 27° 51.617' " / W 97° 28.747' "

Location: CR63 Sinton, TX 78387

Water Way: Nueces Bay

Owner:

Distance from Spill Source: Our pipeline runs through Nueces Bay

Map Reference:

Response Objective: Protection, Containment and collection

Response Tactic: - Normal Conditions

Deploy four 100-ft segments of hard boom around the Bird Sanctuary and anchor using shoreline anchoring techniques to protect the island. Deploy enough hard boom to divert oil to the northwest shore bank for containment and recovery operations. Any hard boom utilized should be backed with sorbent boom. Use vac truck and skimmer for recovery operations. The first picture depicts the Bird Sanctuary. The middle picture is of the boat ramp and staging area.

Watercourse Description: Average river velocity is 3.22 feet/sec or 2.20 miles /hour

LEGEND Origin ● Destination ● Pipeline —

DRIVING DIRECTIONS

From the Corpus Christi Office: Take IH 37 to US 181/SR35 (go over the Harbor Bridge into Portland). Exit Moore Avenue (left) and down Moore Ave (once you pass CR 81 the name of this road changes name to CR 893 and then to FM 1074) until you dead end at CR 63. Turn left onto CR 63 and follow the road down to the boat ramp.

RECOMMENDED EQUIPMENT

QUANTITY	DESCRIPTION
	Containment Boom
	Sorbent Boom
	Vac Truck(s)
	Frac Tank(s)
	Work Boat(s)
	Skimmer(s)
	3/8" Polypropylene Line
	Stake(s)
	Sledge hammer(s)
	Sorbent pad(s)
	85 gallon drum liners
	Cell Phone(s)
	Portable Radios(s)
	Light tower(s)

RECOMMENDED EQUIPMENT

QUANTITY	DESCRIPTION
	Port-o-let(s)
	Poly lined roll-off boxes
	Metal Culvert Pipes
	Trac-hoe

RECOMMENDED PERSONNEL

NUMBERS	DESCRIPTION
	Boat Operator(s)
	Equipment Operator(s)
	Laborer(s)
	Supervisor(s)
	Vac Truck Operator(s)

Description of Worksite:

Critical Response Information: The road leading to this ramp is very rough and washed out in many spots. During dry times a 2WD can reach the ramp but during rain a 4WD will be necessary. Remember SAFETY FIRST!

Date Last Revised: October 25, 2006

Site 3 - Whites Point Boat Ramp