Facility Response Plan
San Diego Clean Fuels Facility LLC
830 W. 18th Street
National City, California 91950

CURA Project No. TS236383
JANUARY 16, 2024

Prepared for:

USD Clean Fuels, LLC
811 Main, Suite 2800
Houston, TX 77002

Prepared by:
CURA Environmental and Emergency Services
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FACILITY RESPONSE PLAN COVER SHEET

GENERAL INFORMATION

Owner/Operator of Facility:	San Diego Clean Fuels Facility LLC
Facility Address:	830 W. 18th Street National City, CA 91950
Facility ID No.	R9-CA-not yet issued
FRP ID No.	FRP-09-CA-not yet issued
Facility Telephone Number:	(442) 307-2644
Latitude:	32.664543º N
Longitude:	117.112745º W
Wellhead Protection Area	Yes
SIC Code	4789 Transportation Services, Not Elsewhere Classified
North American Industrial Classification System (NAICS):	488210 Support Activities for Rail Transportation
Largest Aboveground Oil Storage Tank/Shell Capacity:	30,000 gallons (1 rail car), no fixed storage
Maximum Oil Storage Capacity:	630,000 gallons (21 rail cars), no fixed storage
Number of Aboveground Storage Tanks	None, no fixed storage
Worst-case Discharge Amount:	630,000 gallons (21 rail cars)
Facility Distance to Navigable Water:	Approximately 1,800 feet
Date of Facility Start-Up (Oil Storage Start-Up Date)	May 1, 2024
Dates and Types of Substantial Expansion	None

Qualified Individual:
Gavin Jenkins, Senior Facility Manager
Mobile Phone Number: (442) 307-2644

Alternate Qualified Individual:
Chris Baschuk, Director of Transload Operations
Mobile Phone Number: (587) 281-9648

Substantial Harm Certification (excerpt from 40 CFR §112 – Attachment CII)

FACILITY NAME: **San Diego Clean Fuels Facility LLC**
FACILITY ADDRESS: **830 W. 18th Street**
National City, CA 91950

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

☐ YES ☒ NO

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

☐ YES ☒ NO

3. Does the Facility have a total oil storage capacity greater than or equal to 1 million gallons and is the Facility located at a distance (as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula[1]) such that a discharge from the Facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (59 FR 14713, March 29, 1994) and the applicable Area Contingency Plan.

☒ YES ☐ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

CERTIFICATION

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

Signature: _____ **Title:** Senior Facility Manager

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

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

Name (type or print): Gavin Jenkins **Date:** 1/16/2024

MANAGEMENT APPROVAL [40 CFR §112.7]

The San Diego Clean Fuels Facility LLC is committed to the prevention of discharge of oil to navigable water and the environment and maintains the highest standards for spill prevention control and countermeasures through regular review, updating, and implementation of this Facility Response Plan for the San Diego Clean Fuels Facility LLC Facility located in National City, California. The designated person(s) accountable for oil spill prevention at the Facility is Gavin Jenkins, Senior Facility Manager.

This Facility Response Plan will be implemented as herein described:

Signature: _____ Date: 1/16/2024

Name: Gavin Jenkins

Title: Senior Facility Manager

ENGINEERING CERTIFICATION

I hereby certify that I am familiar with the provisions 40 CFR Part 112, and that I, or my qualified representative, have visited and examined the San Diego Clean Fuels Facility LLC at 830 W. 18th Street, National City, California, and attest that the Facility Response Plan has been prepared in accordance with good engineering practices, including consideration of applicable industry standards, and with the requirements of the rule. Procedures for the required inspections and testing have been established, and the Plan is adequate for the Facility.

This certification in no way relieves the owner or operator of the Facility of his/her duty to prepare and fully implement this Facility Response Plan in accordance with the requirements of 40 CFR Part 112. This Plan is valid only to the extent that the Facility owner or operator maintains, tests, and inspects equipment, containment, and other devices as prescribed herein:

Signature of Licensed Professional Engineer:		**Date:**	1/16/2024
Name of Licensed Professional Engineer:	**Andrea Resch Gardiner, PE**	**State of License:**	California
		License No.:	

Seal:

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1 INTRODUCTION

The San Diego Clean Fuels Facility LLC (Facility) Facility Response Plan (FRP) was developed to comply with and satisfy the United States Environmental Protection Agency (EPA) regulations under Title 40 Code of Federal Regulations Part 112 Subpart D. This FRP is designed to minimize hazards to human health and the environment created by spills involving petroleum, oils, and lubricants (POLs) or hazardous substances. The Facility FRP designates responsibilities and procedures for a proper response to spill events. Implementation of the FRP will be required whenever a spill of POL or hazardous substances (including waste materials) which could:

- Threaten human health or welfare
- Cause or threaten pollution of the environment
- Cause a visible sheen upon, or discoloration of, surface waters
- Result in public concern

The FRP is designed to complement the Facility Spill Prevention Control and Countermeasure Plan (SPCC). A SPCC plan dated September 18, 2023 and revised on January 16, 2024 has also been prepared and implemented for this facility. The purpose of the SPCC plan is to minimize the potential for a petroleum spill, prevent any spill from reaching navigable waterways, and ensure that the spill's causes are corrected. The SPCC plan describes the secondary containment and other engineering controls implemented by this facility. A Storm Water Pollution Prevention Plan (SWPPP) is also being prepared for this Facility. The SPCC plan and the SWPPP are incorporated by reference into this FRP. The purpose of the FRP is to plan and prepare for the response and impact of a potential spill. Together, these plans provide USD with a comprehensive approach from spill prevention to spill response.

1.1 FRP Format

The following sections are contained within this manual:

Section 1 – Introduction
Section 2 – Facility Information
Section 3 – Emergency Response Information
Section 4 – Hazard Evaluation
Section 5 – Discharge Scenarios
Section 6 – Discharge Detection Systems
Section 7 – Plan Implementation
Section 8 – Training Procedures
Section 9 – Security
Section 10 – Figures
Section 11 – Appendices

1.2 Purpose and Scope

The purpose of this FRP is to assist the San Diego Clean Fuels Facility LLC (Facility) in preparing for and responding quickly and safely to a discharge originating from the Facility. The scope was developed under the guidelines contained in 40 CFR Part 112 Subpart D.

The specific objectives of the Plan are to:

- Establish Response Teams, assign individuals to fill the positions on the teams, and define the roles and responsibilities of team members.
- Define notification, activation, and mobilization procedures to be followed when a discharge occurs.
- Define organizational lines of responsibility to be adhered to during a response operation.
- Document equipment, staffing, and other resources available to assist with the response.
- Ensure compliance with the federal, state, and local oil pollution regulations.
- Ensure consistency with the National Contingency Plan and Area Contingency Plan(s) for the area of operation.

1.3 Plan Distribution Procedures

The Senior Facility Manager is responsible for the maintenance and distribution of the Plan.
Distribution will be handled in the following manner:

- Facility personnel who may be called upon to assist with discharge response activities will have access to a copy of the Plan.
- Any person holding a copy of the Plan shall ensure that the copy is transferred to their replacement in the event of reassignment or change in responsibility.
- A copy of the Plan shall be maintained at the operator's headquarters and at other locations. Response activities may be conducted, for example, in field offices, supervisors' vehicles, or spill response trailers.

2 FACILITY INFORMATION

This section of the FRP provides an overview of the Facility and describes the activities at the Facility. The Facility Information Form is provided in Table 2-1.

2.1 Name of Installation

The installation name discussed in the Plan is the San Diego Clean Fuels Facility LLC.

2.1 Function of the Installation

USD Clean Fuels, LLC operates energy related rail facilities and other complementary midstream infrastructure at several locations in the U.S. The San Diego Clean Fuels Facility is a transfer facility for the offloading and transfer of biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel from railcars to tanker trucks. The biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel are temporarily stored inside the railcars and transferred to tanker trucks through pipes and pumps. Industrial activities include railcar unloading and tanker truck loading.

The facility is located at 830 W. 18th Street in San Diego County in National City, California. The site consists of approximately 9.0 acres of land. The San Diego Bay, the nearest body of water, is located approximately 1,800 feet southeast of the Facility's entrance. Approximately 20% of the site is impervious, including a support building and concrete and asphalt paving. The remainder of the property is used for railroad tracks, a containment basin, or is vacant, covered with indigenous grass or bare soil.

Tanker truck filling is performed at four concrete filling stations located east of the railroad tracks, on the southeastern portion of the Facility. Biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel are transferred from the temporarily staged railcars into a system of pipes and pumps and then into the tanker trucks. A spill kit is located in the filling station area.

The filling station secondary containment areas have drains set in concrete. The area between the railroad tracks also has rail car spill drain risers and portable spill drip pans which are located under the rail cars during unloading. All the drains route to the onsite 37,700-gallon concrete containment basin located on the southern portion of the site via underground piping. The containment basin has no valves for drainage and does not collect enough storm water to require drainage. The small amount of storm water collected is removed by evaporation. In the event of spill, product and/or contaminated water would be evacuated via vacuum trucks and disposal will be performed in accordance with all applicable state and federal regulatory requirements. San Diego Clean Fuels Facility personnel monitor the filling stations, the area between the railroad tracks, and the containment basin at all times.

The Facility consists of the following components, which are shown on Figure 3:

- A rail car loading/unloading area with two track lines and underlying track containment pans (21) which drain to a containment basin.
- A concrete containment basin with a capacity of 37,700 gallons is located south of the rail car loading/unloading area.
- Four tanker truck filling stations and underlying concrete containment pans which drain to the containment basin.

- Portable container storage areas including additives (e.g., approximately 330-gallon totes of conductivity, lubricity, and red dye).
- Associated railroad tracks and roads around the perimeter and over portions of the interior of the site.
- Undeveloped portions of the site are covered with aggregate road base, grass, and soil.

There are no outdoor process areas, extensive outdoor storage areas, dust production activities, onsite waste disposal, or vehicle equipment maintenance, cleaning, and fueling areas on the site.

Additional information on the ASTs will be provided in Table 4.1 – Hazard Identification – Inventory of Oil Storage Containers Located at the Facility. A topographic map, Facility vicinity map and Facility maps are attached in Section 10 - Figures. The Facility maps and accompanying tables have the following detail and location information, if applicable:

- Operating equipment and electrical equipment,
- Loading/unloading areas,
- Fixed ASTs,
- Drum and portable container storage areas, and
- The contents of all containers.

The Facility is located in a Wellhead Protection Area as defined by the Safe Drinking Water Act of 1986.

No substantial expansion of the facility is currently in the design phase. No firm date for substantial expansion has been set.

Table 2-1 Facility Information Form

Owner/Operator of Facility	USD Clean Fuels, LLC; San Diego Clean Fuels Facility LLC
Name of Facility:	San Diego Clean Fuels Facility LLC
Type of Facility:	Primary – 5171 (Petroleum Bulk Stations and Facilitys)
Dun & Bradstreet Number:	877791819
Facility Address:	830 W. 18th Street, National City, CA 91950
Facility Location:	Longitude: 117.112561º W Latitude: 32.664661º N
Phone Number:	(None)
Qualified Individual (Person Responsible for FRP):	Gavin Jenkins, Senior Facility Manager
Largest Above Ground Tank Capacity (Gallons)	30,000 gallons (1 rail car), no fixed storage.
Number of Aboveground Oil Storage Tanks:	21 rail cars, no fixed storage.
Maximum Oil Storage Capacity (Gallons)	630,000 gallons (21 rail cars), no fixed storage
Worst Case Oil Discharge Amount (Gallons)	630,000 gallons (21 rail cars)
Facility Distance to Navigable Water	0- ¼ mile _X_ ¼ - ½ mile __ ½ -1 mile __ >1 mile __

3 EMERGENCY RESPONSE INFORMATION

Emergency response equipment information is contained in Appendices D and J. This section is a guide for notification procedures that should be implemented immediately after discovering a discharge incident and, if possible, securing the source. Internal and external notifications are described separately for clarification purposes only. All notifications are of extreme importance and must be completed in a timely manner.

3.1 Notification Overview

The Qualified Individual (QI) is responsible for initiating and coordinating a response and shall be responsible for ensuring that all agency notifications are performed. Local government response agencies should be notified first, followed by Federal and state agencies. Depending on the specifics of the situation, there may be a requirement to perform agency notifications, internal notifications, drug and alcohol testing, Operator Qualification suspension of task qualification, and written follow-up.

In general, the notification sequence for a release is as follows:

- Facility/Operations personnel will identify and control the release source (if safe to do so) and notify the QI.
- The QI will assume the role of Emergency Coordinator or Incident Commander (IC) and will conduct notifications in general accordance with federal and state requirements. These guidelines, along with additional notification forms/procedures, are presented in the appendices of this Plan.

3.1.1 Information Required for Notification

When notifying emergency response agencies, the following information should be given and documented on the forms in Appendix A:

- Name of person reporting the incident,
- Name and location of Facility,
- Phone number where QI/IC can be reached,
- Date, time, location of the incident,
- Brief description of emergency; type(s) and quantities of material involved, the extent of injuries, potential hazards to health, safety, and environment (Refer to Safety Data Sheet, Facility Emergency Action Plan, etc.),
- The extent of contamination (if any) to land, air, and water, if known

3.1.2 Internal Notification Contact Information

Table 3-1 identifies contact information for Facility Response Team and the order in which they should be contacted.

Table 3-1 Internal Notification

Order	Name	Title	Primary	Alternate	Response Time (minutes)
1	Gavin Jenkins	Senior Facility Manager/ QI/Emergency Coordinator	(713) 249-5399		30
2	Chris Baschuk	Director of Transload Operations Alternate QI	(587) 281-9648		30-40
3	Ron Percival	Corporate HSSE Director Alternate QI	(832) 563-2937	(281)291-3921	480
5	Catherine Chinni	Permitting/Compliance/ Management Liaison	(832) 991-8578	(832) 817-5700	480
24-Hour Emergency Hotline: (409) 217-7146 (USD Clean Fuels LLC) (800) 579-2872 (CURA)					

3.1.3 External Notification Contact Information

External notifications are those made to entities outside of the Facility, including federal, state, and local regulatory agencies. These notifications will be made as follows:

The QI is responsible for notifying the following agencies for each emergency incident:

- National Response Center (NRC)
- Appropriate state agency
- Local agencies

The Spill Documentation Form (Appendix A) should be used to begin the external notification process, keeping in mind that there are some strict time limits for making certain calls.

The following are guidelines to be considered when initiating external notifications:

- Do not report information that has not been verified or confirmed, usually by field personnel.

- Do not speculate as to the cause of an incident or make any liability statements.
- Do not delay notifications because of incomplete information.

External required agency notifications and contact numbers are provided below**.**

3.1.3.1 Notification to National Response Center

The QI or designee is responsible for notifying the NRC within 1 hour following the confirmed discovery of any reportable release to water. Contact information is presented in Table 3-2. The Spill Documentation Form located in Appendix A provides a checklist of the information provided to the NRC and other response personnel/agencies. All information on this checklist must be known at the time of notification or be in the process of being collected. The emergency response checklist is located in Appendix B. Note: Do not delay spill notification to gather all the information on the list.

Table 3-2 Federal Notifications

Agency	Phone Number	Timeline	Notes
National Response Center	(800) 424-8802 (202) 267-2675	As soon as practicable but within 1 hour after the confirmed discovery of release that resulted in any discharge to water	Must include the following information: • Name of operator and person making the report and their phone numbers • Location of incident • Time of incident • Number of fatalities and personal injuries (if any) • All other significant facts known at the time
EPA-OSC	(866)-372-7745	As soon as practicable but within 1 hour after the confirmed discovery of release that resulted in any discharge to water	Must include the following information: • Name of operator and person making the report and their phone numbers • Location of incident • Time of incident • Number of fatalities and personal injuries (if any) All other significant facts known at the time

3.1.3.2 State and Local Notification

Spills in California are reported to the California Office of Emergency Services. Discharges that enter or threaten to enter inland or coastal waters must be reported to the Regional Water Quality Board – State Water Resources Control Board, Emergency Response Program - Water. If fish or wildlife kill occurs, the spill must be reported to the California Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR). State and local contact information is presented in Table 3-3.

Table 3-3 State and Local Contact Information

Agency	Primary	Alternate
California Office of Emergency Services (24-Hour)	(800) 852-7550	(916) 845-8911
Regional Water Quality Board – State Water Resources Control Board, Emergency Response Program - Water	(951) 782-4130	(916) 322-1103 (Sarah Ries, Supervisor)
California Public Utilities Commission – Railroad Operations and Safety Branch – Los Angeles Office (*Chris Ranford, Supervisor for Railroad Operations and Safety Branch – chris.ranford@cpuc.ca.gov*)	(213) 576-7000	(800) 848-5580
California Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR) – San Diego Field Office	(858) 467-4241	(858) 637-5570
The California Highway Patrol	911 (858) 293-6000 (645-San Diego)	(858) 944-6300 (Border Division)
San Diego County Office of Emergency Services (OES)	(858) 565-3490	
National City County Fire Department	911	(619) 336-4550
San Diego County Fire Department – First Supervisorial District, Nora Vargas	911 (858) 974-5999 (General Line)	(619) 531-5511
National City Police Department – 24-hour non-Emergency	911	(619) 336-4411
Sweetwater Authority - Municipal Water	(619) 420-1413	
National City Stormwater – Engineering Division	(619) 336-4380	
California Public Utilities Commission (PUC)	(800) 649-7570	(213) 576-7000

Agency	Primary	Alternate
		(Los Angeles Office)
US Coast Guard – San Diego Sector	(510) 437-3701 *11th District Command Center – for maritime emergency use only*	(619) 278-7000
California Occupational Safety and Health Administration (Cal/OSHA) – San Diego Enforcement Office	(619) 767-2280	
California Occupational Safety and Health Administration (Cal/OSHA) – Process Safety Management (PSM) Unit – South	(714) 558-4600	
Department of Toxic Substances Control (DTSC) – Emergency Response Duty Officer	(800) 260-3972	(916) 255-6504
NOAA San Diego (weather reports)	(858) 675-8700	(858) 675-8706(#1)
KSWB Fox 5 (local television station)	(858) 492-9269	
KNSD NBC 7 San Diego (local television station)	(619) 578-0201	

3.1.3.3 Emergency Response Contractors

CURA Emergency Services is the emergency response contractor. NRC Environmental Services Inc. has been designated as the primary Oil Spill Response Organization (OSRO) for the Facility. Patriot Environmental Services has been designated as the secondary OSRO. Contact information is presented in Table 3-4.

Table 3-4 Clean-Up Contractors

Name	Primary	Alternate	Response Time (minutes)
CURA Emergency Services	(800) 579-2872	(972) 768-9706	5
NRC Environmental Services Inc. (primary OSRO)	(800) 337-7455	(562) 432-1304	60

Patriot Environmental Services (secondary OSRO)	(800) 624-9136	(619) 449-9014	60

3.1.3.4 Environmental Contractors

Table 3-5 presents the contact information for regulatory contractors to utilize in the event of a spill. The QI or designee will contact the Environmental Contractor for support in the management of spills.

Table 3-5 Environmental Contractor Contact Information

Name	Title	Email	Number	Response Time (minutes)
CURA Emergency Services	Regulatory Consultant	chris@curaes.com	(800) 579-2872	5
CTEH	Air Monitoring Consultant		(281) 535-2834 (866) 869-2834	180

In case of a significant fire or a spill that may affect air quality in the area of the Facility, the Emergency Coordinator should immediately engage the OSRO to perform basic air monitoring with a photoionization detector or volatile organic compounds meter. If indicated by this monitoring, the Emergency Coordinator should engage the services of the air monitoring consultant listed in Table 3-5. This consultant can then evaluate the need for more air monitoring and develop a monitoring plan. This plan can be developed and implemented within approximately 3 hours of spill/fire notification.

3.1.4 Spill Response Notification Form

The spill response documentation form is a checklist of information that should be provided to the NRC and other response personnel in the event of a reportable spill. The spill response notification form should be prepared by the QI or other designated operator with information provided at the Facility. All information on the form must be known or in the process of being collected at the time of notification; however, spill notification should not be delayed to collect information. The spill documentation form is located in Section 11, Appendix A.

3.2 Description of Plan Implementation

An FRP Committee (Facility Response Team; Response Personnel) has been appointed and is responsible for implementing, maintaining, and updating the FRP. The Plan will be reviewed and updated on an annual basis or as needed to reflect any changes at the Site. If the Plan fails in an emergency, the Plan will be reviewed and revised to meet the Facility's needs. Each member of the FRP Committee and each person listed as an Emergency Coordinator in Section 3.1.2 under "Internal Notification" should be thoroughly familiar with all information included in the FRP and should have access to a copy of the FRP.

Below are the names and titles of the persons currently serving on the FRP Committee, followed by a brief description of their duties and responsibilities, and training:

- Gavin Jenkins, QI; Senior Facility Manager: Ensure routine inspections and the preventive maintenance program are conducted; maintain good housekeeping; report any unusual occurrence or problems that may be discovered during routine inspections immediately to the HSSE Manager or other responsible person; maintain an adequate supply of spill absorbent materials; schedule personnel and equipment in the event of a spill or other emergency. Facility Safe Operating Plans and Procedures Training, OSHA Basic Safety Plus Training, Comprehensive FRP/SPCC/SWPPP Training.

- Chris Baschuk, Alternate QI, Director of Transload Operations: compliance with and implementation of Facility Response Plan, Special Situations Communication Plan (Crisis Communication), and Spill Prevention Countermeasures & Control Plan. Facility Safe Operating Plans and Procedures Training, OSHA Basic Safety Plus Training, Comprehensive FRP/SPCC/SWPPP Training.

- Ron Percival, Corporate HSSE Director: Monitor Plan compliance; schedule FRP meetings; coordinate spill cleanup activities and report spills to appropriate agencies; provide appropriate training for operators annually (i.e., Right-To-Know, Hazardous Waste/Material - 1st Responder Awareness). 40-hour HAZWOPER training and certified HAZWOPER Supervisor and Trainer. Comprehensive FRP/SPCC/SWPPP Training.

- Catherine Chinni, Permitting/Compliance; Management Liaison: Notify appropriate agencies of reportable spills. Liaison between the cleanup team, onsite management team, USD Clean Fuels LLC corporate and appropriate agencies for reporting efforts. Assure all agency notifications are made according to the requirements of the plan. Conduct periodic meetings with the Senior Facility Manager and spill team. Assist Senior Facility Manager and Facility operators as needed. Comprehensive FRP/SPCC/SWPPP Training.

3.2.1 List of Emergency Coordinators and Chain of Command

In an emergency, contact the following individuals in the order shown. The list is the order in which they will assume responsibility as alternates. There is always one of the listed persons on-site or on-call to act as the emergency coordinator at all times. This list is posted in the facility office so that the Emergency Coordinator can be contacted in the event of an emergency. In the event of an emergency, the Emergency Coordinator will contact CURA Emergency Services (CURA) to make recommendations regarding regulatory notifications.

Gavin Jenkins, Senior Facility Manager, QI/Emergency Coordinator
Primary Phone: (713) 249-5399

Chris Baschuk, Alternate QI, Director of Transload Operations
Primary Phone: (587) 281-9648

Ron Percival, Corporate HSSE Director, Alternate QI
Primary Phone: (281) 291-3921
Secondary Phone: (832) 563-2937

Catherine Chinni, Permitting/Compliance; Management Liaison
Primary Phone: (832) 817-5700
Secondary Phone: (832) 991-8578

3.2.2 Duties and Responsibilities of the Emergency Coordinator (QI) and other Command Staff

The position of Emergency Coordinator may be filled by individuals on the FRP Committee. All individuals on the FRP Committee have the authority to immediately access company funding to initiate clean-up activities. When there is a potential emergency situation, the Emergency Coordinator or designee must ensure that alarms or communication systems are activated and that all facility personnel are notified and evacuated, if necessary. For small to medium spills, the Emergency Coordinator or designee will ensure adequate control measures, such as applying absorbent materials to a spill, constructing dikes or dams to prevent material from entering drainage systems or waterways, covering drains, etc., are implemented by appropriately trained site personnel. The Emergency Coordinator should oversee these activities to ensure that they are conducted properly.

The Emergency Coordinator's responsibility is to assess all possible hazards to human health and the environment. This assessment is to consider both 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. The Emergency Coordinator is also responsible for assessing the interaction of the spilled substance with water and/or other substances stored at the Facility and notifying on-scene response personnel of this assessment.

The Emergency Coordinator's responsibility is to determine the appropriate actions and take all reasonable measures to stabilize the situation. If the Emergency Coordinator determines that site personnel are not adequately trained to contain a spill or release or conduct cleanup activities, the Emergency Coordinator will then contact CURA to respond to the emergency/incident.

CURA is designated by the Emergency Coordinator to immediately recommend notifying the appropriate response agencies, such as the local fire company, local or state police, California Office of Emergency Services, County Hazmat units, etc., depending on the nature and magnitude of the emergency. Additional listed site personnel must also be notified. Notification is done as outlined in Section 3.1.3.

After an emergency, the Emergency Coordinator or designee must ensure that waste material generated during an emergency is properly contained and stored on Site. The material will then be transported off-site to a properly permitted treatment, storage, and/or disposal (TSD) facility. The Emergency Coordinator must also ensure that any equipment or supplies used during an emergency are adequately

decontaminated and/or restocked so that appropriate equipment and supplies will be readily available in the event of another emergency.

Depending on the nature and scope of the incident, additional command staff positions may be required. These positions may be filled by individuals on the FRP Committee. These potential positions and their respective duties and responsibilities are described below.

The Operations Section Chief is responsible for managing all tactical operations at the incident. Major responsibilities include the following: assure safety and manage tactical operations, develop and supervise the operations portions of the Incident Action Plan (IAP), request additional resources, approve the release of resources from operational assignments, make or approve changes to the IAP, and maintain close contact with the Emergency Coordinator, subordinate operations personnel, and other agencies involved in the incident.

The Planning Section Chief is responsible for providing planning services; i.e., collecting and evaluating situation and resources status information for use in developing action plans. Major responsibilities include the following: collect and manage all operational data, supervise the preparation of the IAP and provide input to the Emergency Coordinator, incorporate traffic, medical, and communications plans, conduct planning meetings, reassign personnel, compile and display incident status information, establish information requirements and reporting schedules, determine the need for specialized resources, assemble and disassemble task forces and strike teams, establish specialized data collection systems, assemble information of alternative strategies, provide predictions on incident potential, report changes in incident status, and oversee the preparation of the demobilization plan.

3.2.3 Internal and External Communication and Alarm Systems

Managers and staff also have access to two-way radios and cellular phones. Communications will be conducted in accordance with the Special Situations Communication Plan in Appendix G.

Alarm/notification systems are all centralized and constantly monitored in the control room in the office building. Emergency shutdown buttons are located at the tanker truck transloading spots and at the rail car transloading area.

3.2.4 Arrangements with Local Emergency Response Agencies

Local police, fire, and HAZMAT emergency response teams have been familiarized with the Facility layout and hazardous materials located at this site. Table 3-3 provides contact information.

3.2.5 Downstream Notification Requirements for Storage Tanks

The Facility is located east of San Diego Bay. Though not located adjacent to any water intakes, in the event of a spill, the Emergency Coordinator or designee will contact the Sweetwater Authority (National City municipal water supplier) at (619) 420-1413 and the National City Stormwater – Engineering Division at (619) 336-4380.

4 HAZARD EVALUATION

This section aims to identify hazards that may be encountered during the operation of the Facility. Hazard identification will assist the Facility in planning for potential discharges, thereby reducing the severity of discharge impacts that may occur in the future.

4.1 Hazard Identification & Containment and Drainage Plan

To properly plan for a potential release of oil or hazardous substances, it is important to consider the location of a possible release and the facility operations that may result in a release. This section lists the aboveground storage tanks located at the Facility. Only storage containers greater than 55 gallons have been included, as presented in Table 4-1 and Section 10.

Containment and drainage information is also contained in the SWPPP and SPCC plans for this Facility. These plans are incorporated by reference into this report.

Table 4-1 below contains detailed containment and drainage information for each oil storage container. The overall containment and drainage plan for the facility is summarized as follows:

The surface area of the Facility is approximately 9.0 acres in size. The stormwater along the rail track lines at the San Diego Clean Fuels Facility is channeled by localized sheet flow runoff generally toward the west and south. The stormwater enters the National City stormwater drainage system and flows generally south and enters Paradise Creek at the north end of Paradise Marsh located approximately 2,500' south southeast of the site. Paradise Creek flows south through the marsh and enters the Sweetwater Channel (Sweetwater River), which flows to the west into San Diego Bay.

Spills at the Facility will follow the same flow path as stormwater. A topographic map is provided in Section 10, Figure 1 and provides information on the general topographic features of the Facility and surrounding areas. Section 10, Figure 3 shows stormwater flow directions at the site. San Diego Bay, the nearest body of water, is located approximately 2,010 feet west of the Facility's entrance.

Spill kits containing granular absorbents, absorbent boom, pads, pillows, etc. are located in strategic areas throughout the Facility. See Section 10, Figure 3 for spill kit locations.

Plastic Express manages railcar offloading on behalf of USD Clean Fuels LLC. The Plastic Express Facility Operating Procedures for Transloading Spots has not been provided as of the date of this FRP. When available, it will be contained in Appendix F of the SPCC plan. These procedures are designed specifically to prevent spills and unauthorized discharges.

All areas that contain biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel at the Facility have a means of secondary containment. The filling stations' secondary containment areas have drains set in concrete. The area between the railroad tracks also has rail car spill drain risers and portable spill drip pans which are located under the rail cars during unloading. All the drains route to the onsite 37,700-gallon concrete containment basin via underground piping. Plastic Express and USD personnel monitor the filling stations, the area between the railroad tracks, and the containment basin at all times.

The offloading area contains interconnected drain pads that are connected to a single impervious concrete secondary containment basin. In the case of an emergency and the release of biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel the secondary containment area has the capacity of holding 110% of an entire railcar or tanker truck tank of the released material until it can be evacuated and transported and disposed of

Spills associated with railcar and tanker truck loading/unloading areas will be prevented by continuous observation of the transfer operations by supplier and/or Facility personnel. If necessary, onsite spill materials and equipment including oil booms, absorbent materials, etc. will be used to contain any spills in these areas and prevent unauthorized discharges. Warning signs as well as verbal instructions will be utilized to warn against unattended loading/unloading operations and railcar or tanker truck departure before complete disconnection of transfer lines. Documentation of any oil or petroleum type product disposed of offsite will be kept with the Containment Drainage Record in Appendix E of the SPCC Plan, and disposal will be performed in accordance with all applicable state and federal regulatory requirements.

The activities include transloading and transfer of biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel from onsite railcars to tanker trucks through onsite pipes and pumps. Handling and process operations are exposed to precipitation; however, precipitation in these areas is routed to the secondary containment basin. Product materials are stored in staged railcars and transfer piping that are in excellent condition and pose no threat of exposure. The rail transfer area has secondary containment. The transloading area contains interconnected drain pads that are connected to a single imperviously lined secondary containment. In the case of an emergency and the release of biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel, the secondary containment area has the capacity of holding an entire rail car or tanker truck tank of the released material until it can be evacuated and transported and disposed of. Rail cars and tanker trucks are transloaded in areas that have secondary containment.

Uncontained areas should be kept in a clean condition, with equipment free of oil and grease. Onsite spill kits are readily available in the rail car and tanker truck transloading areas. Documentation of any oil or petroleum type product or petroleum-impacted water disposed of offsite will be kept with the Containment Drainage Record in Appendix E of this SPCC Plan, and disposal will be performed in accordance with all applicable state and federal regulatory requirements.

Table 4-1 Hazard Identification – Inventory of Oil Storage Containers Located at Facility

Oil Source	Associated Substance (Contents)	Tank/Shell Capacity *(gallons)*	Date of Construction & Tank Type	Potential Failure	Rate of Flow *(gallons/hr)*	Direction of Flow	Containment System(s)*
	Aboveground Fixed Containers						
None							
	Completely and Partially Buried Tanks						
None							
	Rail Cars and Other Portable Containers						
Rail Car Tanks	Biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel	30,000 gallons	Various; steel.	Tank rupture/ leakage/ overfill	Dependent on the type and extent of the failure	If flow were to escape the rail car and tanker truck spill drains and the 37,700-gallon containment basin, it will flow west to a drainage ditch, which flows into the National City stormwater system.	Rail car and tanker truck spill drains which drain to the 37,700-gallon containment basin. Spill kits/vacuum truck.
Tote	Lubricity	330 gallons	HDPE	Tank rupture/ leakage/ overfill	Dependent on the type and extent of the failure	If flow were to escape the rail car and tanker truck spill drains and the 37,700-gallon containment basin, it will flow west to a drainage ditch, which flows into the National City stormwater system.	Rail car and tanker truck spill drains which drain to the 37,700-gallon containment basin. Spill kits/vacuum truck.

Oil Source	Associated Substance (Contents)	Tank/Shell Capacity *(gallons)*	Date of Construction & Tank Type	Potential Failure	Rate of Flow *(gallons/hr)*	Direction of Flow	Containment System(s)*
Tote	Conductivity	330 gallons	HDPE	Tank rupture/ leakage/ overfill	Dependent on the type and extent of the failure	If flow were to escape the rail car and tanker truck spill drains and the 37,700-gallon containment basin, it will flow west to a drainage ditch, which flows into the National City stormwater system.	Rail car and tanker truck spill drains which drain to the 37,700-gallon containment basin. Spill kits/vacuum truck.
Tote	Red dye	330 gallons	HDPE	Tank rupture/ leakage/ overfill	Dependent on the type and extent of the failure	If flow were to escape the rail car and tanker truck spill drains and the 37,700-gallon containment basin, it will flow west to a drainage ditch, which flows into the National City stormwater system.	Rail car and tanker truck spill drains which drain to the 37,700-gallon containment basin. Spill kits/vacuum truck.
	Other Potential Spill Sources (Piping, Surface Impoundments, etc.)						
Piping	Biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel	~150 gallons	Unknown; steel.	Leakage/ valve failure	Dependent on the type and extent of the failure	If flow were to escape the rail car and tanker truck spill drains and the 37,700-gallon containment basin, it will flow west to a drainage ditch, which flows into the National City stormwater system.	Rail car and tanker truck spill drains which drain to the 37,700-gallon containment basin. Spill kits/vacuum truck.

4.1.1 Above Ground Storage

The site has no fixed aboveground storage. Biodiesel, renewable diesel, ethanol, and sustainable aviation fuel are temporarily stored onsite in rail cars. One rail car holds approximately 30,000 gallons of product. Normal total quantity stored at the present time is approximately 21 rail cars for a total of approximately 630,000 gallons of product. Normal total daily throughput when the facility is operating is approximately 579,600 gallons/day (approximately 69 tanker trucks/day).

4.1.2 AST Secondary Containment

The tanker truck transloading station secondary containment areas have drains set in concrete. The area between the railroad tracks also has rail car spill drain risers and portable spill drip pans which are located under the rail cars during unloading. All the drains route to the onsite 37,700-gallon concrete containment basin located on the southern portion of the site via underground piping. The containment basin has no valves for drainage and does not collect enough storm water to require drainage. The small amount of storm water collected is removed by evaporation. In the event of spill, product and/or contaminated water would be evacuated via vacuum trucks and disposal will be performed in accordance with all applicable state and federal regulatory requirements. San Diego Clean Fuels Facility personnel monitor the transloading stations, the area between the railroad tracks, and the containment basin at all times.

Secondary containment calculations are located in the Facility's SPCC Plan. The secondary containment basin has a capacity adequate to contain the contents of a single railcar plus 10%.

4.1.3 Emergency Generator Tank

No emergency generator is located at the Facility.

4.1.4 Diesel and Gasoline ASTs

No portable diesel or gasoline ASTs are located at the Facility. Three 330-gallon lubricity, conductivity, and red dye totes are located at the Facility.

4.1.5 Transformers

One pad-mounted transformer is located onsite.

4.1.6 Rail cars

Rail car loading and unloading activities take place in the rail car loading/unloading area located in the southern portion of the Facility. The capacity of a rail car, when fully loaded, is approximately 30,000 gallons. The Facility typically loads twenty (21) rail cars at a time.

4.1.7 Rail car Containment Pond

The Facility has a rail car containment pond with a capacity of 37,700 gallons.

4.1.8 Facility Piping

The biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel are temporarily stored inside the rail cars and transferred to tanker trucks through pipes and pumps. The transloading station secondary containment areas have drains set in concrete. The area between the railroad tracks also has rail car spill drain risers and portable spill drip pans which are located under the rail cars during unloading. All the drains route to the onsite 37,700-gallon concrete containment basin located on the southern portion of the site via underground piping

Aboveground pipelines, supports, and valves are examined during monthly inspections and documented on the Tank Inspection Form located in Appendix C. Any evidence of leaks will be cause for further investigation and corrective action. If warranted, pressure testing will be performed to verify the integrity of the piping. All vehicular traffic operating in and around the Facility is warned verbally and/or by appropriate signage to ensure that vehicles will not endanger aboveground piping because of their size and operation.

All pipe supports are properly designed to minimize abrasion and corrosion and to allow for expansion and contraction. This is accomplished through the use of nylon rub blocks and/or Teflon abrasion softeners.

All buried piping at the Facility has protective wrapping or coating and is cathodically protected or otherwise satisfies corrosion protection for piping per 40 CFR 280 or 281. Buried piping, which is exposed for any reason, is inspected for deterioration and corrosion, and corrective action is taken if warranted.

4.2 Vulnerability Analysis & Planning Distance

The vulnerability analysis addresses the potential spills (i.e., to human health, property, or the environment) of any oil discharge. This vulnerability analysis addresses the potential effects of an oil or hazardous release at the Facility on human health, property, or the environment. To analyze the potential effects of a release to the environment, information from 40 CFR 112, Appendix C, was used to determine an appropriate planning distance – the distance spilled oil could travel before it's contained. Oil storage at the Facility consists of rail cars (mobile oil storage). The vulnerability analysis is shown in Table 4-2.

Table 4-2 Vulnerability Analysis

Human health, property, or the environment	Major Spill (≥36,000 gallons)	Medium Spill (2,100 to 36,000 gallons)	Minor Spill (≤2,100)
Water intakes (drinking, cooling, or other)	Sweetwater Reservoir approximately 6.4 miles east northeast of the Facility.	N/A	N/A
Schools	Approximately 0.4 miles east northeast of the Facility[1]	N/A	N/A
Medical Facilities	N/A	N/A	N/A
Businesses	Facility is located within an urban commercial/industrial area. Is adjacent to other business operations.	Facility is located within an urban commercial/industrial area. Is adjacent to other business operations.	N/A
Wetlands or other sensitive environments	There are no wetland or sensitive areas on the Facility. There are freshwater creeks, rivers, and lakes to the east of the Facility. Discharge of stormwater from the Facility is channeled by localized sheet flow runoff generally toward the west and south. The stormwater enters the National City stormwater drainage system and flows generally south and enters Paradise Creek at the north end of	There are no wetland or sensitive areas on the Facility. There are freshwater creeks, rivers, and lakes to the east of the Facility. Discharge of stormwater from the Facility is channeled by localized sheet flow runoff generally toward the west and south. The stormwater enters the National City stormwater drainage system and flows generally south and enters Paradise Creek at the north end of	N/A

	Paradise Marsh located approximately 2,500' south southeast of the site. Paradise Creek flows south through the marsh and enters the Sweetwater Channel (Sweetwater River), which flows to the west into San Diego Bay. See Map in Section 10.	Paradise Marsh located approximately 2,500' south southeast of the site. Paradise Creek flows south through the marsh and enters the Sweetwater Channel (Sweetwater River), which flows to the west into San Diego Bay. See Map in Section 10.	
Lakes and Streams	Sweetwater Channel (Sweetwater River) and Sweetwater Reservoir.	Sweetwater Channel (Sweetwater River) and Sweetwater Reservoir.	N/A
Endangered Flora and Fauna	Coastal California Gnatcatcher (Polioptila californica). Least Bell's Vireo (Vireo bellii pusillus). Quino Checkerspot Butterfly (Euphydryas editha quino). San Diego Ambrosia (Ambrosia pumila). San Diego Thornmint (Acanthomintha ilicifolia). Otay Tarplant (Deinandra conjugens).	Coastal California Gnatcatcher (Polioptila californica). Least Bell's Vireo (Vireo bellii pusillus). Quino Checkerspot Butterfly (Euphydryas editha quino). San Diego Ambrosia (Ambrosia pumila). San Diego Thornmint (Acanthomintha ilicifolia). Otay Tarplant (Deinandra conjugens).	Unknown
Recreational Areas	Sweetwater Channel (Sweetwater River) and Sweetwater Reservoir,	Sweetwater Channel (Sweetwater River) and Sweetwater Reservoir,	N/A

	Sweetwater Marsh National Wildlife Refuge, and San Diego Bay.	Sweetwater Marsh National Wildlife Refuge, and San Diego Bay.	
Transportation Routes	Sweetwater Channel (Sweetwater River), San Diego Bay.	Sweetwater Channel (Sweetwater River), San Diego Bay.	N/A
Utilities	Site Utilities	Site Utilities	Site Utilities
Residential	0.6 miles east northeast of the site and east of National City Blvd.	0.6 miles east northeast of the site and east of National City Blvd.	N/A

Source:

1. Google Earth
2. National Wetlands Inventory
3. US Fish and Wildlife IPaC

Therefore, the likelihood of a major spill (greater than 36,000 gallons) or even a medium spill (between 2,100 and 36,000 gallons) is extremely unlikely and could occur only if multiple railcars failed simultaneously and the drain system was overwhelmed and the containment basin's 37,700-gallon capacity is exceeded. The probability of a large release is further minimized by the USD Clean Fuels LLC commitment to ongoing operation and maintenance plans. The secondary containment systems have sufficient secondary containment (the entire contents of a single rail car plus 10%). The greatest risk of release is from rail cars. These rail car tanks do not have been built in secondary containment. In the event of a spill, the oil will discharge from the drain pans to the containment basin. In the event that the drain pan containment basin system is overwhelmed by the failure of multiple railcars, there is a potential that the oil discharge is channeled by localized sheet flow runoff generally toward the west and south. The discharge then enters the National City stormwater drainage system and flows generally south and enters Paradise Creek at the north end of Paradise Marsh located approximately 2,500' south southeast of the site. Paradise Creek flows south through the marsh and enters the Sweetwater Channel (Sweetwater River), which flows to the west into San Diego Bay. See Map in Section 10.
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The Facility is located adjacent to the Sweetwater Channel and San Diego Bay. A worst-case spill that leaves the property boundary is expected to flow into Paradise Creek, Paradise Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay. US Fish and Wildlife Service designated wetlands are located along the spill path as shown in Section 10. In the event of a discharge from the containment basin, there is the potential that these areas could be impacted with oil.

The Sweetwater Authority (drinking water supplier for National City and surrounding areas) website was utilized to determine the location of drinking water systems and intakes in the vicinity of the Facility. The closest surface water intake is located at the Perdue Water Treatment Plant at the Sweetwater Reservoir dam, located approximately 6.4 miles east northeast and upstream of the Facility

as shown in Section 10. The projected worst-case discharge from the Facility is along the Sweetwater Channel (Sweetwater River) which connects to the Sweetwater Reservoir.

Numerous water well locations are located in the vicinity of the Facility. The facility is located in a wellhead protection area. The Reynolds Groundwater Desalination Facility is located approximately 1.7 miles east southeast and upstream of the Facility. The Desalination Facility is supplied by 5 water wells located near the plant and operated by the Sweetwater Authority.

Any effect on private property as a result of an oil spill at this Facility is likely to be relatively minor, as all storage areas are located within the confines of the Facility property. There would be some potential for drainage to private property if a spill were to enter a waterway and be transported off-site.

The southern California area is important from both natural resources and economic impact standpoints. It contains a large number of important industrial, energy sector, and national defense facilities, as well as numerous critical environmental areas, including wetlands and sensitive aquatic areas in and adjoining San Diego Bay. Maps in Section 10 show key sensitive areas 15 miles upstream and 15 miles downstream from the Facility, where spills could have an impact on fish and wildlife. The entire area affected is tidal, meaning that a spill could travel upstream and laterally into sensitive areas, as well as downstream.

The planning distances were calculated from formulas provided in 40 CFR 112, Appendix C. The planning distance was calculated to determine the vulnerability of sensitive environments or public drinking water intakes based on the worse case discharge, excluding secondary containment. The worst-case discharge scenario would be the discharge from 21 rail cars (630,000 gallons).

The following information and assumptions were used to calculate the planning distances:

- It is assumed that a worst-case discharge from the rail cars and associated drains will flow to the containment basin in the southern portion of the Site. If discharge were to leave the basin, it would drain to the south into Paradise Creek, Paradise Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay.
- Two drinking water intakes are located along the projected spill path (upstream to the east south east and east northeast).
- In the event of a spill from the containment basin, there is a potential for impact to a freshwater creek, wetlands, a channel and river, and San Diego Bay in the vicinity of the Facility.

40 CFR Attachment C to Part 112 develops the methodology to assess the planning response distance and worst-case discharge. A 15 hours response time was modeled to assess the limits of discharge based on Specified Time Interval for a High-Volume Port Area. As specified in Table 3 of 40 CFR Attachment C to Part 112, substantial harm planning time is 12 hours for arrival time and 3 hours for deployment, which equals 15 hours.

Calculations for Sweetwater Channel (Sweetwater River) and San Diego Bay:

Based on the assumption above, it is expected that a worst-case discharge leaving secondary containment will exit the site via the National City Stormwater system then to Paradise Creek, Paradise

Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay. The discharge of persistent oils from the Facility is of primary concern because they can potentially cause harm over a greater distance. For persistent oils discharged into tidal waters, the planning distance is 15 miles from the facility down current during ebb tide and to the point of maximum tidal influence or 15 miles, whichever is less, during flood tide. Based on this analysis, the planning distance of 15 miles upstream to the east northeast and downstream to the southwest. See Section 10 for a figure delineating the extent of the planning distance.

San Diego Bay and the Sweetwater Channel (Sweetwater River) are tidally affected and can be impacted by the storm surge that is caused by extreme weather such as hurricanes. In the event of increased tide elevations, there is the possibility for oil to travel further than in calm conditions.

Discharge Over Land

Discharge overland will occur on-site in the event of the worst-case discharge. The discharged oil will sheet flow from the secondary containment structures to the west and south to local swales and diversion structures until it is discharged offsite to the south.

4.3 Analysis of the Potential for an Oil Spill

As discussed in Section 4.2, there is a potential for an oil spill at the Facility due to the rail cars and their associated volumes. The potential for either a large or medium spill is relatively low because of the adequate secondary containment, ongoing maintenance, and Facility training and procedures in place.

In a review of the United States Geological Survey 2018 Long-term National Seismic Hazard Map, the possibility of a seismic event is high. Therefore, the expected risk of a spill caused by a seismic event is high. Flash floods are possible due to the proximity of the Facility to the Gulf Coast. Water from flash flood events is managed through on-site stormwater controls. The only likely natural disaster is wind and flood damage from hurricanes. Because the rail cars, tanker trucks, and the containment basin are above ground and monitored by personnel and control systems, there is little risk that a large to medium spill will occur due to ongoing monitoring of the rail cars, tanker trucks, and containment systems.

The probability of a chain reaction of failures is extremely low. The sequence of failures and a brief analysis of probability are presented, as follows:

- Failure of one or more of the rail cars. The rail cars are not manifolded together; therefore, failure of more than one rail car is very unlikely.
- Failure of the secondary containment basin. The basin is new, in good condition, and constructed of concrete. Calculations in the SPCC plan indicate that the basin is sufficient to contain the contents of one of the rail cars plus 10%.
- If oil escapes the existing containment basin, it will discharge west and south through stormwater management structures on-site which are typically dry except in heavy rainfall events.
- If discharge enters National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.

4.4 Facility Reportable Oil Spill History

No reportable spills have occurred at this facility since the San Diego Clean Fuels Facility LLC commenced operations in May 2024. Reportable spills at the Facility will be fully documented on the Spill Documentation Form (Appendix A), and cleanup will be performed according to all applicable state and federal regulations. Complete records of reportable spills and associated cleanups will be retained for 5 years.

4.5 Emergency Shutdown Systems

Delivery of product to the tanker truck loading area is accomplished by pumps which have emergency shutdown buttons. Each tanker truck transloading spot is equipped with a shutdown button. Emergency shutdown may be initiated by radio and/or verbal contact with the vehicle operator or Facility operator. Transfer of product can be terminated within less than 30 seconds of notice. Flow is controlled through valves that can be manually or automatically shut off, or pumps that can be turned off.

Emergency shutdown buttons are located at the pumps and at the tanker truck transloading spots.

4.6 Fire Suppression Equipment

Portable fire extinguishers are located throughout the Facility and are to be maintained in good working condition. In addition, fixed fire monitors are at each tanker truck transloading spot with a water pumping system supplied at the main water lines of the Facility. Fire water is supplied by the Sweetwater Authority. Water supply hose connections are located at fire hydrants located at the northwest and southwest corners of the tanker truck transloading area. See Figure 3 in Section 10.

No firefighting foam is located on the Facility. The National City Fire Department has firefighting foam available for use at the Facility. In the event that more foam is needed, the San Diego Fire Department will supply additional foam.

The onsite QI is the designated Fire Fighting Coordinator. In the event of a potential fire, notification shall be made to the National City and San Diego Fire Departments to coordinate community plans.

4.7 Evacuation Plan

Direct voice communication via intrinsically safe two-way radio is the means for alarming operators of all emergencies. In addition to two-way radios, staff utilize cell phones for communication.

Diagrams of evacuation plans are posted in the onsite office building located near the W. 18th Street entrance to the Facility. Personnel have been designated as exit guards to ensure the order is maintained during evacuation. Personnel designated as searchers will check all areas of the facility to ensure no one remains inside the buildings or onsite. After the evacuation is completed, the Qualified Individual or other designated person will give operators permission to return to their respective work areas when appropriate.

Location of Stored Materials: All materials storage areas are shown in Section 10, Figure 3. The principal stored materials are biodiesel, renewable diesel, ethanol, and sustainable aviation fuel stored in rail cars and lubricity, conductivity, and red dye stored in three 330-gallon totes.

Materials Discharged: Materials potentially discharge in significant quantities are biodiesel, renewable diesel, ethanol, and/or sustainable aviation fuel. Based on evaluation of worst case discharge scenarios, biodiesel fuel is the most likely material to be discharged as it is the most commonly transloaded material at the Facility.

Hazards Imposed by Spilled Materials: Diesel is highly flammable and may release flammable vapors at or below ambient temperatures. Flammable vapors may travel long distances along the ground before reaching a point of ignition. Inhalation of vapors or mists from crude oil can cause irritation of the nose, throat, and lungs, headache, dizziness, drowsiness, loss of coordination, fatigue, nausea, and labored breathing. Aspiration into the lungs may cause chemical pneumonia. It may cause moderate irritation to the skin on contact. Absorption through the skin may occur and produce toxic effects. Ingestion may cause irritation of the mouth, throat, and gastrointestinal tract leading to nausea, vomiting, and diarrhea.

Diesel is very toxic to aquatic life with long-lasting effects. The coating action of oil can kill birds, plankton, algae, and fish.

Spill Flow Direction:
Surface drainage patterns are identified in Section 10, Figure 3. The drainage from the rail car and tanker truck transloading areas is to the west and south and enters the National City stormwater drainage system and flows generally south and enters Paradise Creek at the north end of Paradise Marsh located approximately 2,500' south southeast of the site. Paradise Creek flows south through the marsh and enters the Sweetwater Channel (Sweetwater River), which flows to the west into San Diego Bay. Spills will follow these drainage pathways.

Prevailing Wind Directions and Speed: Prevailing wind direction in the Facility area is from the northwest at a mean speed of 4.5 miles/hour.

Water Currents, Tides, and Wave Conditions: Currents in the Sweetwater River are typically toward the west southwest at less than 0.4 knots at normal flow conditions but are variable due to wind, tidal, and water influx variations. Currents in the Sweetwater Channel at the entrance to San Diego Bay are toward the west southwest at ebb tide and toward the east northeast at flood tide. Normal flow velocity is from 0.4 to 0.9 knots but is variable due to wind, tidal, and water influx variations. Currents in San Diego Bay are predominantly to the southeast at approximately 0.5 to 1.0 knots. Currents in the Pacific Ocean off Coronado Island (California Current) are to the south at approximately 0.5 knots.

The tidal range in the National City area is approximately 4.70' with a minimum tide of 0.57' and a maximum tide of 5.27'.

Typical wave heights are less than 0.5 feet in the Sweetwater Channel and River. Typical wave heights in San Diego Bay are 1-3'. Typical wave heights in the Pacific Ocean off Coronado Island are 4-7'.

Arrival Route for Emergency Response Personnel and Response Equipment: Emergency response personnel and equipment will arrive at the Facility via W. 18th Street or W. 19th Street, both of which run west southwest off of Cleveland Avenue, which runs south southeast off of Harbor Drive.

Evacuation Routes and Emergency Assembly Areas:
Please see Section 10, Figure 3 for the location of the Emergency Assembly Areas and the designated evacuation routes.

The Emergency Assembly Areas for this Facility are located, as follows:

- Emergency Assembly Area No. 1: the office building located in the southeastern portion of the Facility. Due to the size and configuration of the Facility, this is the only Emergency Assembly Area.

The designated evacuation route for the Facility is described as follows:

- From the office building area, go east on W. 18th Street and exit the Facility on to Cleveland Avenue.

Alternative Evacuation Routes:

- From the office building assembly area, go south and exit the Facility on to W. 19th Street.

Transportation of injured personnel to the nearest emergency medical facility:
Injured personnel should be transported to the nearest emergency medical facility via dedicated emergency vehicles. Call 911. In the event that another means of transport is necessary, the transportation route to the nearest medical facility (Level 1 Trauma Center) is as follows:

UC San Diego Medical Center
200 W. Arbor Drive
San Diego, CA 92103
(619) 543-6400

From the San Diego Clean Fuels Facility:
- Exit on W. 19th Street and turn left (northeast).
- Turn left (north) on Wilson Avenue.
- Get on I 5 northbound.
- Exit on India Street (Exit 18B).
- Follow India Street and turn right (northeast) on W. Washington Street.
- Turn left (north) on 1st Avenue.
- Turn left (west) on Arbor Drive.
- Hospital is on the right.

A map of this transportation route is contained in Section 10.

Location of alarm/notification systems:
Two-way radios and cellphones are utilized by Facility personnel. Alarm/notification systems are all centralized and constantly monitored in the control room in the office building. Emergency shutdown buttons are located at the pumps and at each truck transloading spot.

Centralized check-in areas for roll call (Emergency Assembly Areas):
The Emergency Assembly Area for this Facility is located as follows:

- Emergency Assembly Area No. 1: the office building located in the southeastern portion of the Facility. Due to the size and configuration of the Facility, this is the only Emergency Assembly Area.

Mitigation command center location:
The mitigation command center is located in the onsite office building.

Location of shelter at the Facility:
The shelter at the Facility is located in the onsite office building.

Community evacuation plans:
The San Diego County Office of Emergency Services (OES) has local evacuation information on its website (sandiegocounty.gov/oes). Contact information for the OES is presented in Table 3-3.

4.8 Personnel Safety

Personnel safety is the highest priority in all operations. Under no circumstances will Facility personnel actively respond to discharges that present an unknown or hazardous environment or which may require confined space entry. In response to such events, a qualified response action contractor will be activated.

Safety Data Sheets (SDSs) for materials stored on-site are located at the Facility office. SDSs provide physical data, fire, explosion, and reactivity information, spill procedures, and most special precautions. Refer to the SDS if there are questions regarding safe handling or exposure to spilled materials/chemicals.

All discharges of petroleum and petroleum products are dangerous to a certain extent. Accumulations of hydrocarbon vapors can have an adverse effect on personnel. The sense of smell is dulled, and symptoms of diminished responsibility and dizziness similar to drunkenness, with headaches and eye irritation, are common. High vapor concentrations can cause suffocation, paralysis, and possibly death.

Chemical burns may be caused by repeated or continuous contact of the skin with petroleum products; therefore, protective clothing should be worn by workers in the spill zone. Protective gear should include rain gear (or other impermeable clothing), rubber boots, impermeable work gloves, and possibly a face mask.

Spill responders should never work alone. A zone of safety should be established around the spill, and only persons authorized for cleanup work are allowed within this zone. The perimeter of this zone will

be predicated on the location and magnitude of the incident; however, it should be well beyond vapor, fire, or explosion danger.

In accordance with OSHA regulations, a written site safety plan is to be developed for each response to a release of hazardous materials.

5 DISCHARGE SCENARIOS

This section will discuss the potential for large, medium, and small discharges at the Facility. Potential discharge types include:

- Small Discharge – Regulations state that a small discharge is any discharge volume less than or equal to 2,100 gallons (50 barrels) or 1 percent of the volume of the worse discharge, but not to exceed the calculated worst-case discharge. Based on the largest tank volume of 30,000 gallons, 1 percent of volume is 300 gallons. Therefore, a small discharge is less than or equal to 300 gallons for this plan.
- Medium Discharge – Regulations state that a medium discharge is any discharge volume greater than 2,100 gallons and less than or equal to 36,000 gallons, or 10 percent of the worst-case discharge, whichever is less, provided that this amount is less than the worst-case discharge amount. Based on the largest rail car tank volume of 30,000 gallons, 1 percent of volume is 300 gallons and 10 percent of volume is 3,000 gallons. Therefore, a medium discharge is greater than 2,100 gallons and less than 36,000 gallons for this plan.
- Worst-case discharge – The worst-case discharge is calculated in Section 5.4 and is 630,000 gallons (21 rail cars).

Materials which can potentially be discharged at the Facility are biodiesel, renewable diesel, ethanol, and sustainable aviation fuel. Biodiesel is considered for the worst-case scenarios because it is the most commonly transloaded material at the Facility.

Facility scenarios that could result in a small, medium, and large discharge of oil or hazardous substances include:

- Loading and Unloading Operations
- Facility maintenance;
- Facility piping;
- Pumping stations and sumps;
- Oil storage tanks;
- Vehicle refueling; and
- Age and condition of facility and components.

Facility scenarios that could result in a worst-case discharge of oil or hazardous substances include:

5.1 Small Discharges

Information on potential small discharges for the previously presented scenarios is shown in Table 5-1. Based on regulatory limits and on-site volumes, the expected volume of the small discharge is 300 gallons.

For the purposes of this FRP, the small discharge scenario is described, as follows:

A discharge of biodiesel fuel occurs due to a piping failure in the transloading piping. The containment basin berm fails and biodiesel fuel flows into the National City Stormwater system then to Paradise Creek, Paradise Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay. 300 gallons of biodiesel was released into the Sweetwater Channel. Approximately 5" of rain has fallen before and after the spill. Tidal variation is 5 feet. Typical wave heights are less than 0.5 feet in the Sweetwater Channel, 3' in San Diego Bay, and 6' in the Pacific Ocean. Currents in San Diego Bay are to the southeast at approximately 0.5 to 1.0 knots. Currents in the Pacific Ocean off Coronado Island (California Current) are to the south at 0.5 knots. Ambient temperatures range from 65 to 75 degrees. Winds are from the northwest at 7 mph.

This small discharge scenario can be utilized during the facility PREP exercises.

Table 5-1 Small Discharge Scenarios

Spill Scenarios	Location	Spill Scenario	Discharge and Management
Loading and Unloading Operations	Rail car and tanker truck transloading areas	Drips from operations	Would be collected by drip pans in the rail yard. Drips are expected to be of minimum volume and are not expected to migrate from the Facility.
	Rail car and tanker truck transloading areas	Small discharge from rail yard loading and unloading operations	Would be limited in volume due to quick response at the time of spill by personnel. Loading and unloading operations would cease. Spill would be managed by spill kit equipment located in the vicinity. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.
	Rail car and tanker truck transloading areas	Rupture/Leak/Overfill	Would be limited in volume due to quick response at the time of spill by personnel. Loading and unloading operations would cease. Spill would be managed by spill kit equipment located in the vicinity. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.
	Portable and mobile containers	Partial or complete discharge from filling tank or removal of material during tank offloading	Would be limited in volume due to quick response at the time of spill by personnel. Loading and unloading operations would cease. Spill would be managed by spill kit equipment located in the vicinity. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.

	Rail cars, totes	Partial discharge from rail car inside secondary containment	Would be limited in volume due to quick response at the time of spill by personnel. Any operations would cease, and the spill would be managed by spill kit equipment located in the vicinity. Discharge would be contained in the secondary containment area around the rail cars. Any discharge leaving the secondary containment area would travel west and south. No material is expected to leave the Facility boundary.
Facility Maintenance	Piping/Tanks - Various	Small discharges would occur in the immediate area of the failure where facility maintenance is occurring	Would be limited in volume due to quick response at the time of spill by personnel. Piping is monitored by personnel and control system. Most of the piping and tanks are aboveground and requires a pump (pressure or suction) to force liquid to flow. Spill would be managed by spill kit equipment located in the vicinity. Piping/Tanks would be taken out of service until repairs could be made. Any discharge leaving area would travel west and south. No material is expected to leave the Facility boundary.
Facility Piping	Piping/Valves	Damage/failure to piping or valve which causes a discharge	Discharge would be localized to the location of the damage or failure. Most of the piping and valves are aboveground and require a pump (pressure or suction) to force liquid to flow. Spill would be managed by spill kit equipment located in the vicinity. Piping/Valves would be taken out of service until repairs could be made. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.
Pumping Stations and Sumps	Various Locations	Damage/failure to pumping station or sumps which causes a discharge	Spills may occur in vaults or sumps below the ground surface. Pumps and sumps are monitored by personnel and the control system. Spill would be managed by spill kit equipment located in the vicinity. Equipment would be taken out of service until repairs could be made. Any discharge leaving area would travel west and south. No material is expected to leave the Facility boundary.

Oil Storage Tanks	Rail car transloading areas	Partial or complete spill of contents of tank (up to full capacity)	Spill would be managed by spill kit equipment located in the vicinity. Any discharge leaving the rail car area would travel west and south. No material is expected to leave the Facility boundary.
	Rail car transloading area	Partial spill from tank inside secondary containment	Would be limited in volume due to quick response at time of spill by personnel. Any operations would cease and spill would be managed by spill kit equipment located in the vicinity. Discharge would be contained in the secondary containment area around the tanks. Any discharge leaving the secondary containment area would travel west and south. No material is expected to leave the Facility boundary.
Vehicle Refueling	N/A		No vehicle refueling occurs at the Facility.
Age and condition of facility and components	Various Locations	Spill caused by failure of various facility components	Ongoing operation and maintenance activities occur at the Facility. As part of the inspection programs, facility components will be routinely inspected for wear and potential failure. If failure occurs, spills will be observed during the inspection. Necessary equipment will be shut down to allow for proper maintenance/replacement. Any discharge leaving area would travel west and south. No material is expected to leave the Facility boundary.

5.2 Medium Discharges

Information on potential medium discharges for the previously presented scenarios is shown in Table 5-2. Based on regulatory limits and on-site volumes, medium discharge is any discharge volume greater than 2,100 gallons and less than or equal to 36,000 gallons.

For the purposes of this FRP, the medium discharge scenario is described, as follows:

A discharge of biodiesel fuel occurs due to a catastrophic failure of one of the rail cars. The containment basin berm fails and biodiesel fuel flows into the National City Stormwater system then to Paradise Creek, Paradise Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay. 33,000 gallons of biodiesel was released into the Sweetwater Channel. Approximately 5" of rain has fallen before and after the spill. Tidal variation is 5 feet. Typical wave heights are less than 0.5 feet in the Sweetwater Channel, 3' in San Diego Bay, and 6' in the Pacific Ocean. Currents in San Diego Bay are to the southeast at approximately 0.5 to 1.0 knots. Currents in the Pacific Ocean off Coronado Island (California Current) are to the south at 0.5 knots. Ambient temperatures range from 55 to 65 degrees. Winds are from the southeast at 10 mph.

This medium discharge scenario can be utilized during the facility PREP exercises.

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Table 5-2 Medium Discharge Scenarios

Spill Scenarios	Location	Spill Scenario	Discharge and Management
Loading and Unloading Operations	Rail car and tanker truck transloading areas	Medium discharge for rail yard operations	Would be limited in volume due to quick response at the time of spill by personnel. Spill would be managed by larger spill kit equipment items located in the vicinity. Any discharge leaving the transloading areas would travel west and south. No material is expected to leave the Facility boundary.
	Rail car and tanker truck transloading areas	Medium discharge from tank inside secondary containment	Would be limited in volume due to quick response at the time of spill by personnel. Any operations would cease and spill would be managed by spill kit equipment located in the vicinity. Discharge would be contained in the secondary containment area around the tanks. Any discharge leaving the secondary containment area would travel west and south. No material is expected to leave the Facility boundary.
Facility Maintenance	Piping/Tanks - Various	Medium discharges would occur in the immediate area of the failure where facility maintenance is occurring	Would be limited in volume due to quick response at the time of spill by personnel. Piping is monitored by personnel and the control system. Most of the piping and tanks are aboveground and requires a pump (pressure or suction) to force liquid to flow. Spill would be managed by spill kit equipment located in the vicinity. Piping/Tanks would be taken out of service until repairs could be made. Any discharge leaving area would travel west and south. No material is expected to leave the Facility boundary.

Facility Piping	Piping/Valves	Damage/failure to pipe or valves which causes a spill	Discharge would be localized to the location of the damage or failure. Most of the piping and valves are aboveground and require a pump (pressure or suction) to force liquid to flow. Spill would be managed by spill kit equipment located in the vicinity. Piping/Valves would be taken out of service until repairs could be made. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.
Pumping Stations and Sumps	Various Locations	Damage/failure to pumping station or sumps which causes a spill	Spills may occur in vaults or sumps, below the ground surface. Pumps and sumps are monitored by personnel and control system. Spill would be managed by spill kit equipment located in the vicinity. Equipment would be taken out of service until repairs could be made. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.
Oil Storage Tanks	Rail cars	Spill of contents of tank (up to full capacity)	Spill would be managed by spill kit equipment located in the vicinity. Any discharge leaving the tank area would travel west and south. No material is expected to leave the Facility boundary.
Vehicle Refueling	N/A		No vehicle refueling occurs at the Facility.
Age and condition of facility and components	Various Locations	Spill caused by failure of various facility components	Ongoing operation and maintenance activities occur at the Facility. As part of the inspection programs, facility components will be routinely inspected for wear and potential failure. If failure occurs, spills will be observed during the inspection. Necessary equipment will be shut down to allow for proper maintenance/replacement. Any discharge leaving the area would travel west and south. No material is expected to leave the Facility boundary.

5.3 Factors that Affect Response Efforts for Small and Medium Discharges

Factors that affect response efforts for small and medium discharges are presented in Table 5-3.

Table 5-3 Factors Affecting Response to Small and Medium Discharges

Factor	Small Spills	Medium Spills
Size of the discharge	The Facility maintains sufficient spill response personnel and equipment to respond to small and medium discharges of oil. In accordance with 40 CFR 112, the Facility maintains at least 1,000 feet of absorbent boom, a recovery pumping capacity of at least 2,100 gallons per day and a temporary storage capacity of 4,200 gallons per day.	The Facility will begin spill control operations ASAP. For large-medium spills, the OSRO will be contacted.
Proximity to down gradient wells, waterways, and drinking water intakes	No drinking water supplies (wells or surface intakes) will be affected by a small discharge because there are no known down gradient wells or drinking water intakes in the immediate vicinity of the Facility.	No drinking water supplies (wells or surface intakes) will be affected by a medium discharge because there are no known down gradient wells or drinking water intakes in the vicinity of the Facility. If oil is discharged off site into Paradise Creek, the Sweetwater Channel (Sweetwater River) has the potential to be impacted by medium spills.
Proximity to fish, wildlife, and sensitive environments	There is a chance that response could be affected by proximity to a waterway, as there are waterways (Paradise Creek, Sweetwater Channel, Sweetwater River, and San Diego Bay) in proximity to oil storage areas. However,	There is a chance that response could be affected by proximity to a waterway, as there are waterways (Paradise Creek, Sweetwater Channel, Sweetwater River, and San Diego Bay) in proximity to oil storage areas. However,

Factor	Small Spills	Medium Spills
	training of spill response personnel focuses on measures that prevent a discharge from entering surface waterways. There are no wetland features located on the Site, and no threatened or endangered species are expected to be located on Site. The proximity to fish, wildlife, and sensitive environments is not expected to impact spill response.	training of spill response personnel focuses on measures that prevent a discharge from entering surface waterways. There are no wetland features located on the Site, and no threatened or endangered species are expected to be located on Site. The proximity to fish, wildlife, and sensitive environments is not expected to impact spill response.
Likelihood that the discharge will travel off-site (i.e., topography)	There is little likelihood that a small spill/discharge from this Facility would travel off-site, as Facility storage areas are usually located away from site boundaries to the extent practicable. In addition, the Facility maintains appropriate stormwater structures to manage water movement on Site.	There is an increased likelihood that a medium spill/discharge from this Facility would travel off-site depending on location of the spill and weather conditions.
Location of materials discharged	Potential spill locations include secondary containment structures, gravel areas, paved areas, and unpaved areas. Small spills will be easily accessible. However, response times may be impacted during extreme weather events.	Potential spill locations include secondary containment structures, gravel areas, paved areas, and unpaved areas. Medium spills will be easily accessible. However, response times may be impacted during extreme weather events.
Material Discharged	Potential discharged material would be biodiesel, renewable diesel, ethanol, or sustainable aviation fuel. Biodiesel is the material used for the small discharge as it is	Potential discharged material would be biodiesel, renewable diesel, ethanol, or sustainable aviation fuel. Biodiesel is the material used for the medium discharge as

Factor	Small Spills	Medium Spills
	the most commonly transloaded material. Properties of biodiesel would be needed to address clean up operations and techniques. This material is well known and can be managed based on its properties.	it is the most commonly transloaded material. Properties of biodiesel would be needed to address clean up operations and techniques. This material is well known and can be managed based on its properties.
Weather conditions at time of discharge	There is little likelihood that a small spill/discharge from this Facility would travel off-site, as Facility storage areas are usually located away from site boundaries to the extent practicable. In addition, the Facility maintains appropriate stormwater structures to manage water movement on Site.	There is an increased likelihood that a medium spill/discharge from this Facility would travel off-site, depending on location of the spill and weather conditions. Excessive rain from a extreme precipitation event has the potential to move spilled materials into off-site surface waters.
Availability of remediation equipment	Spill equipment is available onsite to manage small spills. If necessary, a contractor with additional equipment will be called. Due to the location of the Facility and proximity to response contractors, it is unlikely that there will be a shortage of remediation equipment.	Spill equipment is available onsite to manage a medium spill. If necessary, a contractor with additional equipment will be called. Due to the location of the Facility and proximity to response contractors, it is unlikely that there will be a shortage of remediation equipment.
Direct Discharge Pathway	Due to the existing structures on site, and the topography, there is no direct discharge pathway that would receive a small spill immediately after a small discharge occurs.	Due to the existing structures on site, and the topography, there is no direct discharge pathway that would receive a medium spill immediately after a medium discharge occurs. If left unattended, a medium discharge has the potential to impact the Paradise Creek, Sweetwater

Factor	Small Spills	Medium Spills
		Channel (Sweetwater River), and San Diego Bay.

5.4 Worst-Case Discharge

Information on potential worst-case discharges for the previously presented scenarios are shown in Table 5-4. The worst-case discharge for the Facility is 630,000 gallons. This volume is the combined capacity of 21 rail cars. All rail cars are located above drains which flow to the secondary containment basin, which fails during the worst-case discharge.

For the purposes of this FRP, the worst-case discharge scenario is described, as follows:

A discharge of biodiesel fuel occurs due to a catastrophic failure of all 21 of the rail cars. The containment basin berm fails and biodiesel fuel flows into the National City Stormwater system then to Paradise Creek, Paradise Marsh, Sweetwater Channel (Sweetwater River), and San Diego Bay. 33,000 gallons of biodiesel was released into the Sweetwater Channel. Approximately 5" of rain has fallen before and after the spill. Tidal variation is 5 feet. Typical wave heights are less than 0.5 feet in the Sweetwater Channel, 3' in San Diego Bay, and 6' in the Pacific Ocean. Currents in San Diego Bay are to the southeast at approximately 0.5 to 1.0 knots. Currents in the Pacific Ocean off Coronado Island (California Current) are to the south at 0.5 knots. Ambient temperatures range from 65 to 75 degrees. Winds are from the northwest at 7 mph.

This worst-case discharge scenario can be utilized during the facility PREP exercises.

Table 5-4 Worst Case Discharge Scenarios

Spill Scenarios	Location	Spill Scenario	Discharge and Management
Loading and Unloading Operations	Rail car and/or tanker truck transloading areas.	Spill from tank inside secondary containment	The secondary containment has sufficient capacity to contain 110 percent of the volume from one rail car. If one full rail car failure was to occur, then the secondary containment structure will contain the spill. Any operations would cease and spill would be managed by spill kit equipment located in the vicinity. Discharge would be contained in the secondary containment area around the tanks. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures on-site. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.
Facility Maintenance	Piping/Tanks - Various	Large discharges would occur in the immediate area of the failure where facility maintenance is occurring	This scenario is not expected to occur. Any maintenance on the bulk rail cars or other equipment will occur within the secondary containment structure. If a piping failure occurs during facility maintenance outside of secondary containment, personnel would be onsite to report and mitigate the spill. Additionally, piping is monitored by personnel and a control system. Most of the piping and tanks are aboveground and require a pump (pressure or suction) to force liquid to flow. The spill would be managed by spill equipment located at the facility. Piping/Tanks would be taken out of service until repairs could be made. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures onsite. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.

Facility Piping	Piping/Valves	Damage/failure to pipe or valves which causes a spill	Discharge would be localized to the location of the damage. Facility piping is monitored by personnel and a control system which will allow for monitoring of piping and valves. Most of the piping and tanks are aboveground and require a pump (pressure or suction) to force liquid to flow. The spill would be managed by spill equipment located at the facility. Piping/Valves would be taken out of service until repairs could be made. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures onsite. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.
Pumping Stations and Sumps	Various Locations	Damage/failure to pumping station or sumps which causes a spill	If a pumping station or sump failure occurs, personnel would be onsite to report and mitigate the spill. Additionally, pumping stations and sumps are monitored by personnel and control systems. Pumping stations are aboveground, and sumps are partially aboveground so that they can be easily visually monitored. The spill would be managed by spill equipment located at the facility. Pumping stations and sumps would be taken out of service until repairs could be made. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures onsite. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.

Oil Storage Tanks	Rail cars	Spill of contents of tank (up to full capacity)	If a spill occurs at a rail car, it will be initially contained by secondary containment. In the event that the spill breaches secondary containment, it would travel towards the containment basin. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures onsite. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.
Vehicle Refueling	N/A		No vehicle refueling occurs at the Facility.
Age and condition of facility and components	Various Locations	Spill caused by failure of various facility components	Ongoing operation and maintenance activities occur at the Facility. As part of the inspection programs, rail cars and totes and facility components will be routinely inspected for wear and potential failure. If a failure occurs, spills will be observed during the inspection. Necessary equipment will be shut down to allow for proper maintenance/replacement. Oil from the worst-case discharge is expected to be transported to the west and south through stormwater management structures onsite. If discharge enters the National City stormwater system, it could be discharged to navigable waters in the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay.

5.4 Factors that Affect Response Efforts

Response to a worst-case discharge of oil at the Facility could be affected by the same factors that affect a small or medium discharge. Availability of remediation equipment could potentially adversely affect response ability. Response equipment available at the Facility is more appropriate for responding to and controlling small and medium discharges. For large discharges, the Facility has a service agreement with the OSROs.

The greatest potential for off-site migration in a worst-case scenario is a discharge that reaches the Sweetwater Channel (Sweetwater River) and San Diego Bay. Rapid deployment of absorbent booms to areas located between the Facility and the Sweetwater Channel is critical to reducing the probability of spilled material reaching the Sweetwater Channel (Sweetwater River). See boom location map in Section 10. Equipment deployment to these areas is an integral part of the spill training exercises.

In the event of severe weather such as a hurricane or tropical storm, there is the potential for issues with the deployment of spill equipment. This may include issues with high water that prevent the deployment of booms or watercraft into the Paradise Creek, Sweetwater Channel (Sweetwater River), and San Diego Bay as well as into other surface water bodies.

6 DISCHARGE DETECTION SYSTEM

6.1 Spill Detection

Detection of a discharge from a rail car, tanker truck, tank, or other equipment onsite may occur in a number of ways, including:

- Detection of spills by an automated system
- Visual detection by company personnel
- Visual detection by the public

The transloading operations are controlled and monitored continuously by a SCADA system located in the Facility control center in the office building located in the northeast corner of the tanker truck transloading area. The system provides real-time access to pertinent information regarding oil movements, pressures, temperature, and equipment status and control. Additional tanks on Site, if any, are not connected to the SCADA system but can be visually inspected and operated.

6.1.1 Automatic Detection

The pumps and flow lines are equipped with pressure and flow monitors, which exercise local control and transmit data to the control center. These systems are set to alarm or shut down on preset deviations of pressure flow. In case of an alarm, control center personnel will take the appropriate actions in accordance with standard operating procedures. A summary of the operating procedures is provided below. Trained Facility personnel in the control center will monitor the SCADA system for the following parameters:

- Flow rates
- Pressure
- Valve positions
- Level

6.1.1.1 SCADA System with Data Access

The control center personnel monitor the Facility operations with the SCADA system in the Facility control room. The ultimate decision on leak detection lies with the Facility control room.

6.1.1.2 Tank Gauging with Parameter Alarms

Rail car and tanker truck gauge data is available to the Facility control center for use by Facility operators. Facility systems are gauged automatically for the bulk diesel tanks by the SCADA computer, and the data is made available to the operator on demand. Parameter alarms are also available for tank levels to ensure no potential tank discharge. The ultimate decision on leak detection lies with the Facility control room.

6.1.2 Visual Detection by Facility Personnel

On a daily basis, the following areas are visually observed for any problems, and any unusual conditions are immediately reported to the supervisor who is responsible for notifying the Senior Facility Manager:

- Waste handling and storage areas.
- Hazardous and environmentally sensitive material storage areas.

- Rail cars, tanker trucks, and ASTs for visual material levels, leaks in lines or tanks, outlet valves properly closed and locked, and hoses kept inside the containment area.
- Maintenance equipment for leaks in hoses/lines, etc.
- A cursory inspection at the beginning of each day is conducted on each piece of equipment being used that day.

On a weekly basis, the following areas have detailed inspection and monitoring conducted:

- Rail cars, tanker trucks, and other tanks and piping for corrosion or leaking valves.
- Waste storage areas (spill pallets and containment areas) for valve closure, spills, leaks, proper labeling, overfilled drums, etc.
- Drains for excessive oil and grease flow.
- Labeling on all chemical products; Right-To-Know information is readily available and accessible at a central location.
- Tarps or coverings over applicable outdoor materials.

On a monthly, quarterly, and annual basis, an in-depth inspection is conducted. STI tank inspection forms are contained in Appendix C. Tank and containment inspection forms and containment drainage logs are also contained in the SPCC plan for this Facility. This SPCC plan is incorporated by reference into this FRP.

6.1.3 Abnormal Conditions

If any of these situations are outside the expected values, abnormal conditions are considered to exist. If abnormal conditions exist, the Facility control room will take the appropriate actions to ensure that a release does not occur. If a discharge has occurred, the Facility control room will take actions to limit the magnitude. In either case, appropriate actions taken by Facility personnel could include, but are not limited to:

- Shut down affected equipment if there is an indication of a leak
- Close valves on tanks
- Isolate any pipeline segment
- Start internal and external notifications
- Mobilize additional personnel as required

After these initial response actions are taken, the appropriate notifications will be made to the parties listed in Tables 3-1, 3-2, and 3-3.

7 PLAN IMPLEMENTATION

This section provides information on the methods the Facility uses to implement the Plan.

7.1 Pre-Release Planning

The primary sources of possible pollutants are listed below, with the pollution incident prevention practices also indicated.

7.1.1 Materials Stored in Aboveground Storage Tanks (ASTs)

No fixed ASTs are located at the Facility. Rail cars, tanker trucks, and three totes containing lubricity, conductivity, and red dye are located at the site, as shown in Section 10 Figure 3 and listed in Table 4-1. The following general guidelines will be followed regarding the ASTs.

- Fixed ASTs will be located on impervious asphalt, concrete, and/or lined containment structures.
- Mobile ASTs may not require secondary containment, but spill prevention equipment is located onsite and in vehicles. Mobile containers (ASTs, totes, drums, etc.) will be positioned to prevent a discharge; e.g., containers will be positioned so as to be readily accessible for use but protected from accidental damage; containers will be positioned in designated loading/unloading areas with designated vehicle parking areas; containers will be positioned away from surface water, storm drains, and other sensitive receptors.
- Venting capacity suitable for fill and withdrawal rates.
- Tanks are checked for capacity prior to being filled.
- No loose combustible material, empty or full drums are permitted within containment areas.
- Hoses and fittings are checked for proper connection before unloading/loading begins.
- Labeling or signage indicating the tank contents, health and safety hazard warnings, and no smoking are utilized.
- Fire extinguishers are within 50 feet and are readily accessible.

7.1.2 Materials Stored in Drums (no drums onsite at this time)

- Mobile containers (ASTs, totes, drums, etc.) will be positioned to prevent a discharge; e.g., containers will be positioned so as to be readily accessible for use but protected from accidental damage; containers will be positioned in designated loading/unloading areas with designated vehicle parking areas; containers will be positioned away from surface water, storm drains, and other sensitive receptors.
- All drums containing flammable materials will be properly covered.
- All drums located outdoors will be properly covered.
- All drums will be maintained in good condition. Drums with visible leakage, deterioration, and/or corrosion will be replaced.
- Whenever possible, drums containing liquids will be stored on secondary containment pallets.
- Labeling or signage indicating the drum contents, health and safety hazard warnings, and no smoking are utilized.
-

7.1.3 Train Maintenance Oils and Scrap Metal (not on site at this time)

- Used locomotive oil, used batteries, and used oil filters are collected and recycled through independent vendors. Scrap metal is also recycled through independent vendors.
- These materials are collected in-house and stored in drums located in covered buildings or in covered bins.

7.1.4 Storm Water Runoff

- In the event that stockpiles of environmentally sensitive materials are stored onsite, they are kept covered, and runoff is directed away from these areas.
- Secondary containment basins are periodically cleared of debris and sediment.

7.1.5 Material Compatibility

All environmentally sensitive materials are stored in appropriate containers, tanks, enclosed structures, and containment. Compatible materials are stored together, and approved containers are used to store waste materials. Wastes are segregated and not mixed (i.e., corrosive materials are stored separately from flammable materials). ASTs are dedicated to compatible materials.

7.2 Inspection and Monitoring Program

On a daily basis, the following areas are visually observed for any problems, and any unusual conditions are immediately reported to the supervisor who is responsible for notifying the Emergency Coordinator:

- Waste handling and storage areas.
- Hazardous and environmentally sensitive material storage areas.
- Equipment fueling area.
- Rail cars, tanker trucks, and ASTs for visual material levels, leaks in lines or tanks, outlet valves properly closed and locked, hoses kept inside the containment area.
- Maintenance equipment for leaks in hoses/lines, etc.
- A cursory inspection, at the beginning of each day, is conducted on each piece of equipment being used that day.

On a weekly basis, the following areas have detailed inspection and monitoring conducted:

- Rail cars, tanker trucks, and other tanks and piping for corrosion or leaking valves.
- Waste storage areas (spill pallets and containment areas) for valve closure, spills, leaks, proper labeling, overfilled drums, etc.
- Drains for excessive oil and grease flow.
- Labeling on all chemical products; Right-To-Know information is readily available and accessible at a central location.
- Tarps or coverings over applicable outdoor materials.

On a monthly, quarterly, and annual basis, an in-depth inspection is conducted. STI tank inspection forms are contained in Appendix C. Tank and containment inspection forms and containment drainage logs are also contained in the SPCC plan for this Facility. This SPCC plan is incorporated by reference into this FRP.

All Facility inspection records (FRP, SPCC, and SWPPP) will be maintained for five years.

7.3 Preventive Maintenance

A preventive maintenance program is in place for equipment and tanks containing environmentally sensitive materials. The following is a description of the activities conducted:

- Hoses and valves on stationary equipment are periodically checked and are tightened or replaced as needed.
- Storage facilities are inspected on a regular basis, with appropriate repairs made as needed. Also, sumps are cleaned regularly.
- Preventive maintenance checklists are completed and maintained in the files.

7.4 Housekeeping Program

Storage areas are designated for environmentally sensitive materials. Materials are stored in a neat, orderly fashion in approved containers.

- Regular refuse pickup and disposal are conducted - waste oil and antifreeze, used motor oil, used batteries, and oil filters are collected and recycled through independent vendors. Scrap metal is also collected and recycled through independent vendors. These materials are collected and stored within containment or on spill pallets or in covered bins until the proper pickup and disposal/recycling by the independent contractor.
- Small spills are quickly cleaned up with absorbent materials (pads, socks, pillows, loose absorbent, etc.), which are collected for proper disposal.
- Regular quarterly inventory and disposal of hazardous or residual waste are conducted through an independent vendor.
- A Facility operator is designated for yard cleanup and site organization.

7.5 Spill Resources for Small, Medium, and Worst-Case Discharges

The Facility has spill control equipment to allow personnel to respond safely and quickly to small spills. Safety and emergency equipment, security devices, and operating and structural equipment are regularly inspected on a schedule determined by the Senior Facility Manager. Onsite equipment is maintained regularly and inspected on a monthly basis. In addition, all response equipment identified at the Facility is kept ready and available for use by Emergency Coordinator of Senior Facility Manager or their designee to respond to an oil spill. Fire extinguishers are located throughout the facility and meet National Fire Prevention Association (NFPA) and OSHA standards. Information on response equipment and a storage area inspection checklist are located in Appendix D.

Response resources for a Small Discharge include:

- One thousand feet of containment boom.
- The capability of deploying boom within 1 hour of discovery of small discharge.
- Oil recovery device with an effective daily recovery capacity equal to the amount of oil discharged in a small discharge or greater (2,100 gallon-per-day recovery capacity and 4,200 gallon-per-day storage capacity).
- Response equipment is available at the Facility within 2 hours of the detection of a small discharge.

- Available temporary storage capacity equal to twice the volume of the small discharge.

Response resources for a Medium Discharge include:

- Availability of sufficient quantities of boom for containment and collection and for protection of fish, wildlife, and sensitive environments.
- Oil recovery devices with an effective daily recovery capacity equal to 50 percent of the total volume of the medium discharge. Recovery capacity equal to 50 percent of the medium discharge volume = 2,000 gallons per day.
- Equipment arrival times within 6 hours. Equipment is available to be on-site in no more than 12 hours.
- Availability of temporary storage capacity equal to the volume of the medium discharge. Temporary storage capacity equal to two times the recovery capacity = 4,000 gallons per day.

Response resources for a Worst-case Discharge include:

- Availability of sufficient quantities of boom for containment and collection and for protection of fish, wildlife, and sensitive environments.
- Identification of response resources with fire-fighting capabilities.
- Identification of an individual located at the Facility to work with the fire department for Group 1 through Group 4 oil fires.
- Identification of response resources to meet the applicable worse-case discharge planning volume and capable of arriving at the scene within 6 hours.
- Availability of temporary storage capacity equal to twice the response equipment's daily recovery capacity.

7.6 Spill Mitigation Procedures

Each spill mitigation situation is unique and must be treated according to the circumstances present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or hazardous exposure must be promptly evaluated. An example of spill mitigation procedures is presented in Table 7-1.

Table 7-1 Spill Mitigation Procedures

Type	Mitigation Procedure
Failure of Transfer Equipment	1. Personnel and public safety are the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close valves. 3. Drain product into containment areas if possible. 4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.
Tank Overfill/Failure	1. Personnel and public safety are the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert the source of incoming flow to the tank. 3. Transfer fluid to another tank with adequate storage capacity (if possible). 4. Shut down the source of vapor cloud ignition by shutting down all engines and motors. 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)	1. Personnel and public safety are the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest block valves on each side of the rupture. 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards.

Type	Mitigation Procedure
	4. Shut down the source of vapor cloud ignition by shutting down all engines and motors. 5. If piping is leaking and under pressure, then relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.
Fire/Explosion	1. Personnel and public safety are the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments. 3. Attempt to extinguish the 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 the flow of product to the hazardous area (if it can be done safely). 5. Eliminate sources of vapor cloud ignition by shutting down all engines and motors. 6. Control the fire before taking steps to contain the spill.
Manifold Failure	1. Personnel and public safety are the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing block valves on both sides of the leak/rupture. 4. Shut down the source of vapor cloud ignition by shutting down all engines and motors. 5. Drain fluids back into containment areas (if possible).

7.7 Discharge Scenarios

Upon discovery of a spill, the following procedures would be followed:

1. The First Responder would notify the Senior Facility Manager and facility control center, and notifications would be initiated in accordance with Section 3.1.3. The First Responder would advise the Senior Facility Manager with any concerns about public safety.
2. The Senior Facility Manager or designee would assume the role of Emergency Coordinator (IC/QI) until relieved and would initiate response actions and notifications in accordance with Section 2.2. If this were a small spill, the local/company personnel might handle all aspects of the response. Among those actions would be to:
    - Conduct a safety assessment and evacuate personnel as needed in accordance with Sections 4.2 and 4.7.
    - Direct facility responders to shut down ignition sources.
    - Direct facility personnel to position resources in accordance with Section 3.1.2.
    - Complete spill report form provided in Section 11 – Appendix A.
    - Ensure regulatory agencies are notified.
3. If this were a small or medium spill, the QI/IC might elect for the First Responder to remain the IC or select an individual listed in Table 3-1 as an alternate. However, for a large spill, the QI would assume the role of IC and would activate Designated Person Accountable for spills or designated alternates in accordance with activation procedures described in Section 3 – Emergency Response Information.
4. The IC would then initiate spill assessment procedures, including surveillance operations, trajectory calculations, and spill volume estimating in accordance with Section 3.
5. The IC would then utilize checklists in Appendix B as a reminder of issues to address. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Emergency Response Personnel 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
    - Site Security
    - Incident Action
    - Decontamination
    - Disposal
    - Demobilization
7. The response would continue until an appropriate level of cleanup is obtained.

7.8 Disposal Plans

All recovered diesel, oil liquids, oily sorbents, and other oiled debris resulting from the cleanup of a spill incident will be temporarily stored onsite in the area north of the rail spurs where no industrial activities are conducted. Whenever possible, solids will be temporarily stored in roll-off boxes, and liquids can be immediately disposed of via vacuum truck or will be temporarily stored in frac tanks. If this is not feasible, solids can be temporarily stored in stockpiles on poly and covered with poly so that exposure to stormwater is prevented.

The QI/IC will arrange for the disposal of all recovered diesel, oil liquids, oily sorbents, and other oiled debris. Disposal and treatment alternatives will be predicated on the volumes and type of material recovered. Permits required for disposal will vary on a case-by-case basis depending on the type, volume, and condition of the material to be disposed of.

The disposal of material recovered from spill cleanup operations, which cannot be recycled or used locally, will in every case be disposed of in a manner approved by the Dept of Toxic Substances Control and/or the Regional Water Quality Control Board and in compliance with applicable EPA/DOT regulations. If recovered materials are shipped offsite for disposal or treatment, full documentation, including manifests and disposal certifications, is to be maintained on file for a period of five years.

Alternatives and approvals for the disposal of contaminated soil may be more complicated and must be handled on a case-by-case basis. Cleanup will be coordinated with the Dept of Toxic Substances Control and/or the Regional Water Quality Control Board.

If recovered fuel is decanted (to separate water), the discharge of any contaminated wastewater must be approved by the Dept of Toxic Substances Control and/or the Regional Water Quality Control Board and the appropriate local authorities. It is likely wastewater will have to be analyzed and possibly treated prior to disposal. No discharge of contaminated water from containment structures will be completed without prior sampling and characterization.

8 TRAINING PROCEDURES

8.1 Exercise Requirements and Schedules

The Facility will participate in the National Preparedness for Response Exercise Program (PREP) in order to satisfy the requirements of EPA. Emergency responders, regulatory agencies, and other stakeholders are routinely invited to observe or participate in tabletop and equipment deployment drills. The Facility Senior Facility Manager is responsible for the following aspects:

- Scheduling
- Maintaining records
- Implementing
- Evaluation of the Company's training and exercise program
- Post-drill evaluation improvements

The Facility conducts table top drills, fire drills, and evacuation drills on a quarterly basis. Documentation of training, drills, and exercises will be maintained for five years and is presented in Appendix E.

8.2 Operator Training

The Senior Facility Manager is ultimately accountable for spill prevention and response training. All Facility personnel are to be instructed in the operations, maintenance, and spill prevention procedures pertinent to their duties. Training is to be provided at the start of employment and at least once a year thereafter. At a minimum, the training should address the following topics:

- Pollution control laws, rules, and regulations
- Oil Storage Systems
    - Purpose and application
    - System Elements
        - Tanks
        - Pumps
        - Accessory equipment
    - Operation and maintenance of equipment
    - Oil transfer procedures
- Spill Prevention and Control
    - Potential spill sources
    - Procedures to prevent spills
    - Review of control measures:
        - Secondary containment
        - Safety values
        - Pump shutoff switches
- Emergency response procedures
    - Initial spill response/notification procedures
    - Personnel safety – SDS review
    - Location and use of emergency phone numbers
    - Location and use of fire extinguishing equipment

- Location and use of spill cleanup materials
- Review of facility spill prevention and response plans
- Local spill response resources

8.3 Spill Prevention and Response Training

Members of the Facility's response team are to participate in an annual spill response training program that also addresses safety and discharge prevention training. The training program may vary from year to year; however, at minimum, it is to address the following topics:

- Spill Prevention & Response Plans - Facility Response Plan, SPCC Plan, SWPPP, Operations Manual
- Incident Command System
- Potential Spills and Response Actions
- Discharge Prevention, Operating Procedures
- Regulatory Requirements - Spill Reporting

Spill prevention and response training meetings will be documented with attendance logs showing dates and personnel present. Training documentation is contained in Appendix E and will be maintained for five years.

Qualified Individual Training: In accordance with 40 CFR 112.20(h)(3)(ix)(A)-(H), the Facility QI and alternates are to be trained in the implementation of this plan and their duties, including hazard identification, assessment, and communication systems; response mobilization and organization; notification requirements; spill containment and recovery considerations; and coordination of rescue and response actions previously arranged with response personnel.

8.4 Spill Drills and Exercises

Periodic drills and exercises are conducted at the Facility. Drills and exercises will be conducted prior to startup of the Facility, and a list of pertinent drills will be provided below.

- 5/2024 Response to a small discharge.
- 5/2024 Response to a medium discharge.
- 5/2024 Response to a magnitude 5.0 earthquake with epicenter nearby.

PREP is an effort to clarify and coordinate EPA, Coast Guard, and PHMSA spill drill requirements. Compliance with the PREP requirements listed below satisfies all spill drill and exercise requirements. To comply with PREP requirements, training must be provided to individuals/positions with specific duties in the plan. Additional information and facts sheets are located in Appendix F.

The Facility has and will actively continue to participate in area exercises that may involve the local fire department and emergency planning committee. These local governmental agencies will typically be in charge of scheduling these drills and exercises.

All drills and exercises will be evaluated according to PREP and 40 CFR 112 Appendix F 1.8.2 guidelines. The designated Emergency Coordinator for each drill/exercise will conduct the drills

according to the PREP forms and will make notes on the drill results as the drill proceeds. As soon as is practicable following the drill, the Emergency Coordinator will prepare and distribute a summary of the drill results to all participants and will conduct a Post-Incident Review according to Section 8.5 below.

The Facility satisfies PREP requirements as follows:

PREP Requirement	Facility Facility Program
Drill: Qualified Individual Notification – Onshore Facility Located Landward of Coastline	This drill is conducted quarterly and is intended to exercise communication between the Facility and QI. Voice contact and confirmation must be made with a QI as detailed in the plan. Electronic messaging may be used only if communication by voice is not possible. This drill is self-certification, and records are kept on-site for five years.
Drill: Emergency Procedures – Onshore Facility Located Landward of Coastline (optional)	This optional drill is to be conducted quarterly. Exercise the emergency procedures for the facility to mitigate or prevent any discharge or a substantial threat of such discharge of oil resulting from facility operational activities associated with oil transfers. The objectives of the drill are to 1. Conduct an exercise of the facility's emergency procedures to ensure personnel knowledge of actions to be taken to mitigate a spill. This exercise may consist of a walk-through of the emergency procedures. 2. Exercise should involve one or more of the sections of the emergency procedures for spill mitigation; e.g., the exercise may involve a simulation of a response to an oil spill. 3. Facility should ensure that spill mitigation procedures for all contingencies at the facility are addressed at some time. This drill is self-certification, and records are kept on-site for five years.
Table Top Exercise: Incident Management Team Exercise – Onshore Facility Located Landward of Coastline	This drill is to be conducted quarterly. This exercise is to practice the incident management team's organization, communication, and

PREP Requirement	Facility Facility Program
	decision-making in managing a response. The Incident Management Team will review of: 1. Knowledge of the response plan; 2. Proper notifications; 3. Communications system; 4. Ability to access an Oil Spill Removal Organization; 5. Coordination of internal organization personnel with responsibility for response; 6. Annual review of the transition from a local team to a regional, national, and international team as appropriate; 7. Ability to effectively coordinate response activity with the NRS infrastructure (If personnel from the NRS are not participating in the exercise, the IMT should demonstrate knowledge of response coordination with the National Response System); 8. Ability to access information in Area Contingency Plan for the location of sensitive areas, resources available within the area, unique conditions of the area, etc.; and 9. Minimum of one IMT exercise in a triennial cycle would involve simulation of a Worst Case Discharge scenario. This drill is self-certification, and records are kept on-site for five years.
Drill: Equipment Deployment – Onshore Facility Located Landward of Coastline Company Owned Equipment	This applies to Facilities with company-owned and operated response equipment and facilities with company-owned response equipment but operated by the Oil Spill Removal Organizations. This drill is to be completed

PREP Requirement	Facility Facility Program
	semiannually. The facility will deploy and operate facility-owned and operated response equipment identified in the response plan. The equipment to be deployed would be the equipment necessary to respond to a small discharge at the facility. Also, all of the facility personnel involved in equipment deployment operations must be included in a comprehensive training program and a comprehensive maintenance program. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. All inspection and maintenance must be documented by the owner. The objective of this drill is to demonstrate the ability of facility personnel to deploy and operate equipment and ensure equipment is in proper working order.

8.5 Post-Incident Review

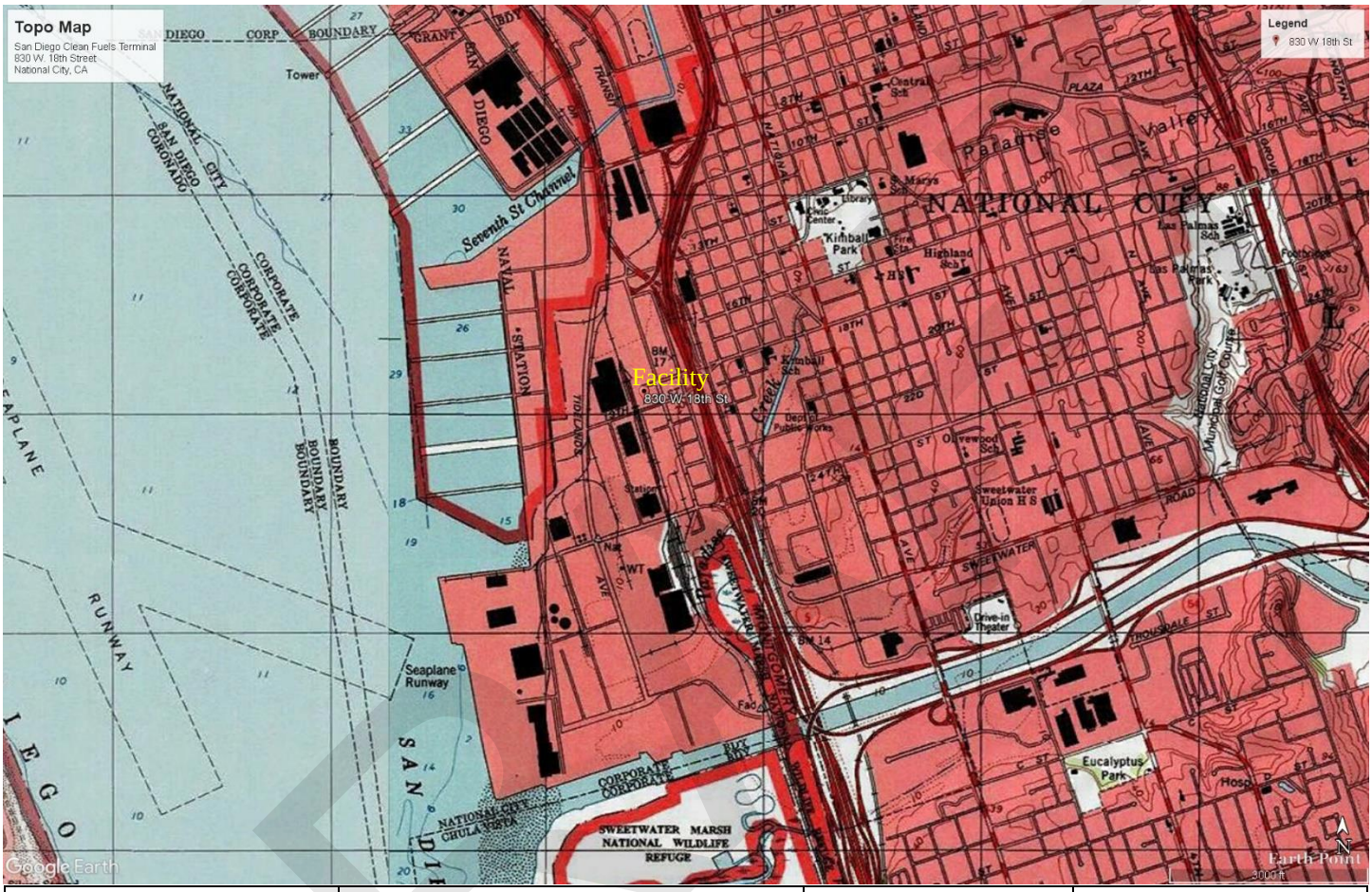
The post-incident review is also intended to identify which response procedures, equipment, and techniques were effective and which were not and the reason(s) why. This type of information is very helpful in the development of a functional FRP by eliminating or modifying those response procedures that are less effective and emphasizing those that are highly effective. This process should also be used for evaluating training drills or exercises. Key agency personnel that were involved in the response may be invited to attend the post-incident review. A copy of the incident debriefing write-up may be sent to agency personnel who were invited to the drill but were unable to attend. Forms for drills are located in Appendix F.

9 SECURITY

The Facility is not active at the present time. When operations are underway, the Facility area, including the control room, is monitored by Facility personnel. Unauthorized access is controlled by Facility personnel. The Facility is equipped with several security cameras located around the Facility for monitoring key areas 24 hours a day, 7 days a week. Any valves which permit the direct outward flow of a container's contents have adequate security measures so that they remain closed when in non-operating or standby status. ***At the completion of each operating day and on weekends or any other time when the Facility is not operating or on standby, all tank valves should be closed and locked.***

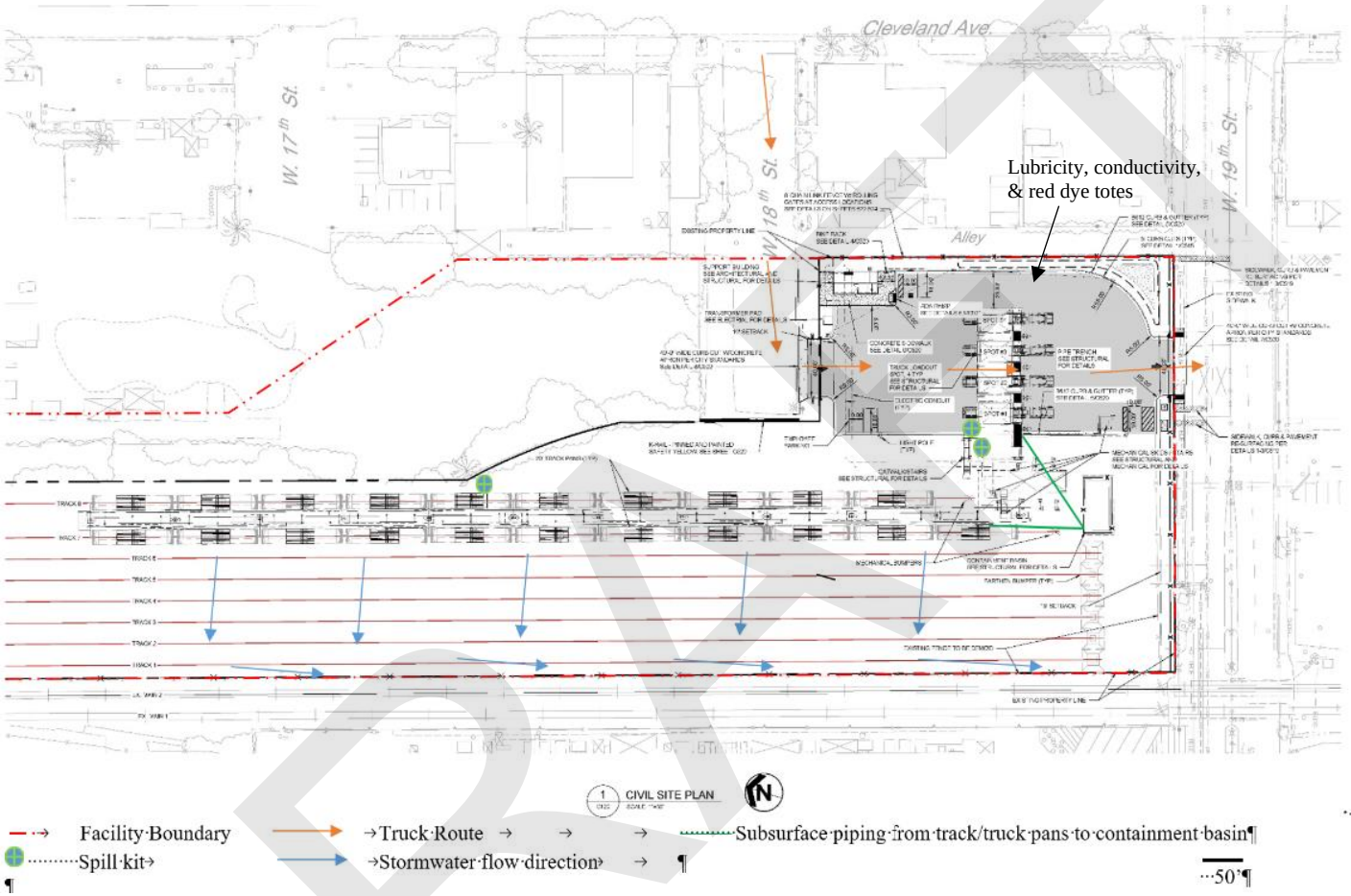
Starter controls on all oil pumps in non-operating or standby status are locked in the off position and located in the main office building, and accessible only to authorized personnel. When Facility piping is not in service or in standby service for an extended time, the loading/unloading connections should be securely capped or blank flanged. This applies to piping that is emptied of its liquid content either by draining or by inert gas pressure. Facility lighting is commensurate with the operation and the type and location of the Facility to assist in the discovery of discharges and to prevent discharges from occurring through acts of vandalism. Lights illuminate the AST area, loading/unloading areas, and the office/storage buildings.

10 FIGURES

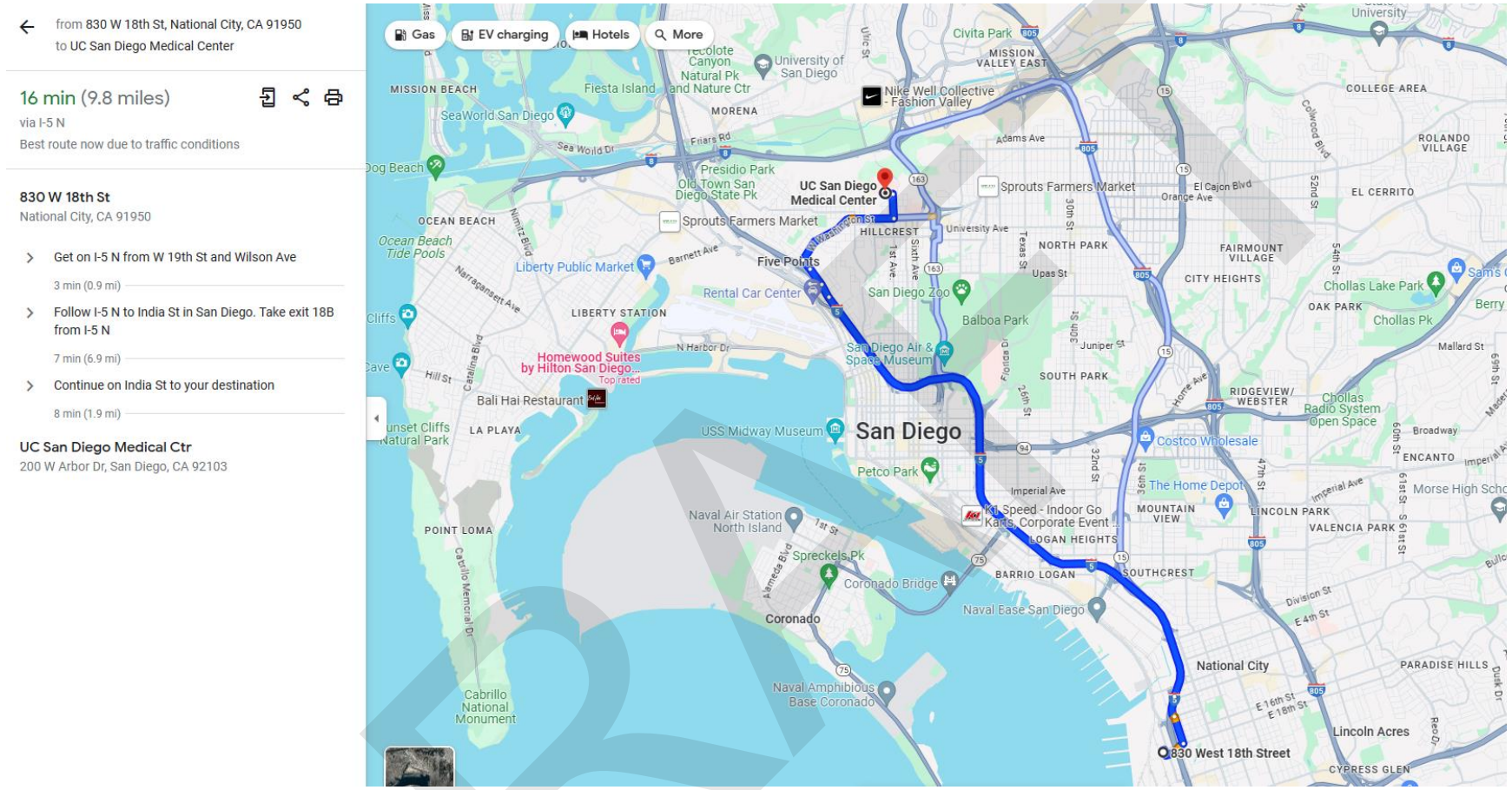


CURA EMERGENCY SERVICES ENVIRONMENTAL	**Topographic Vicinity Map** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	Figure No. 1

CURA Emergency Services Environmental	**Site Vicinity Map** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	Figure No. 2



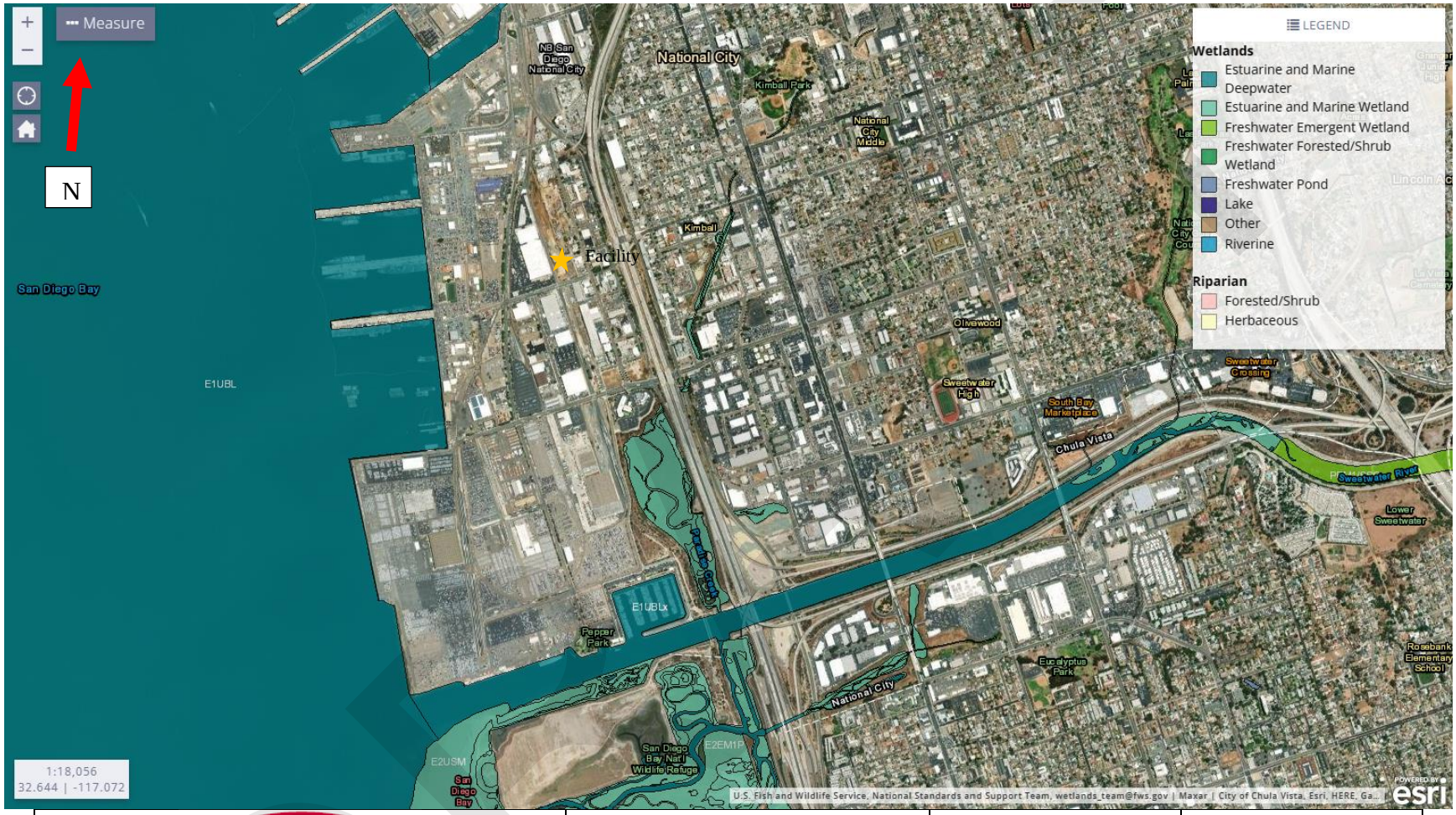
CURA EMERGENCY SERVICES ENVIRONMENTAL	**Facility Site Map** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	Figure No. 3



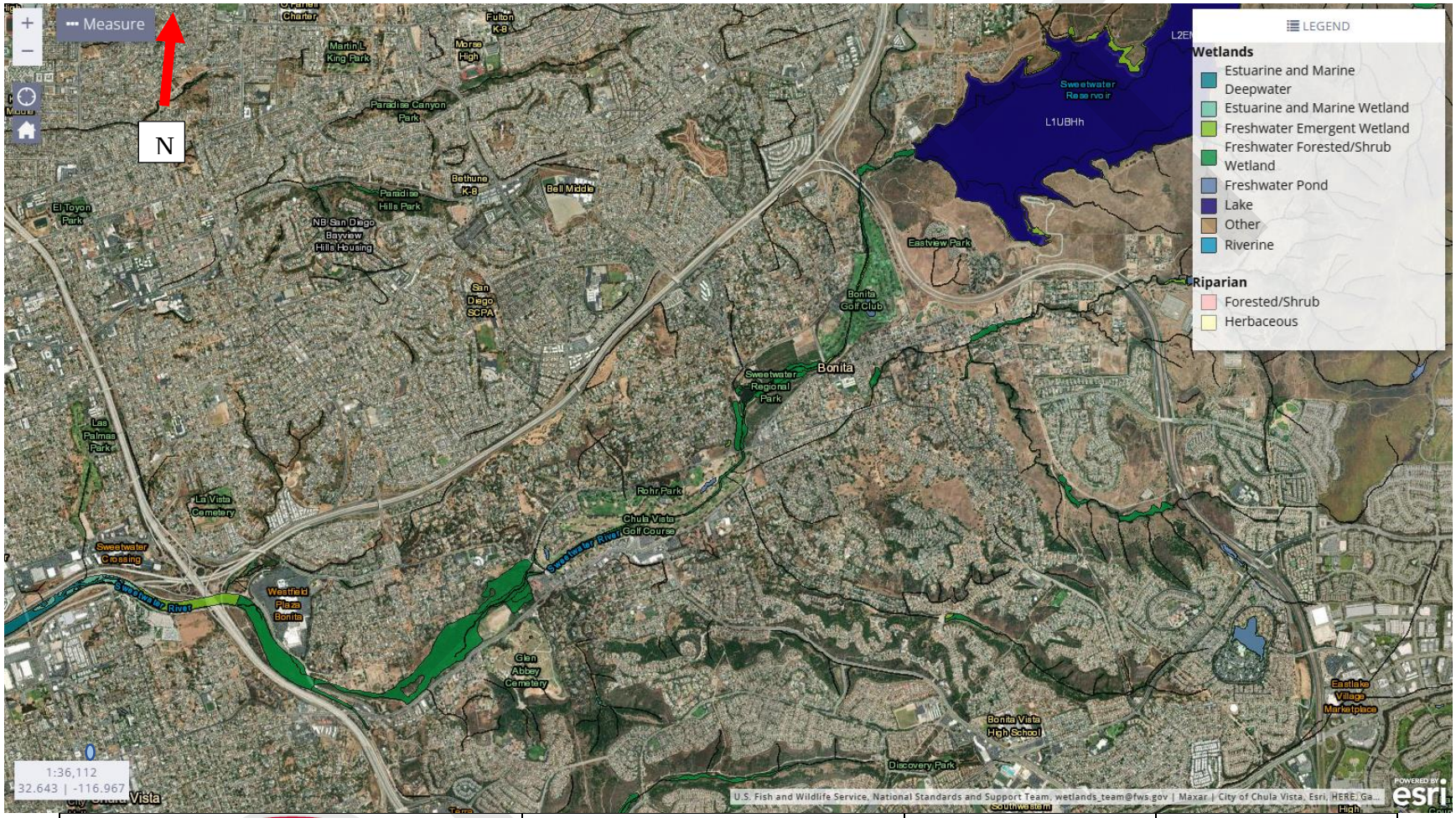
Transportation Route to Nearest Medical Facility (Level 1 Trauma Center):

UC San Diego Medical Center
200 W. Arbor Drive
San Diego, CA 92103
(619) 543-6400

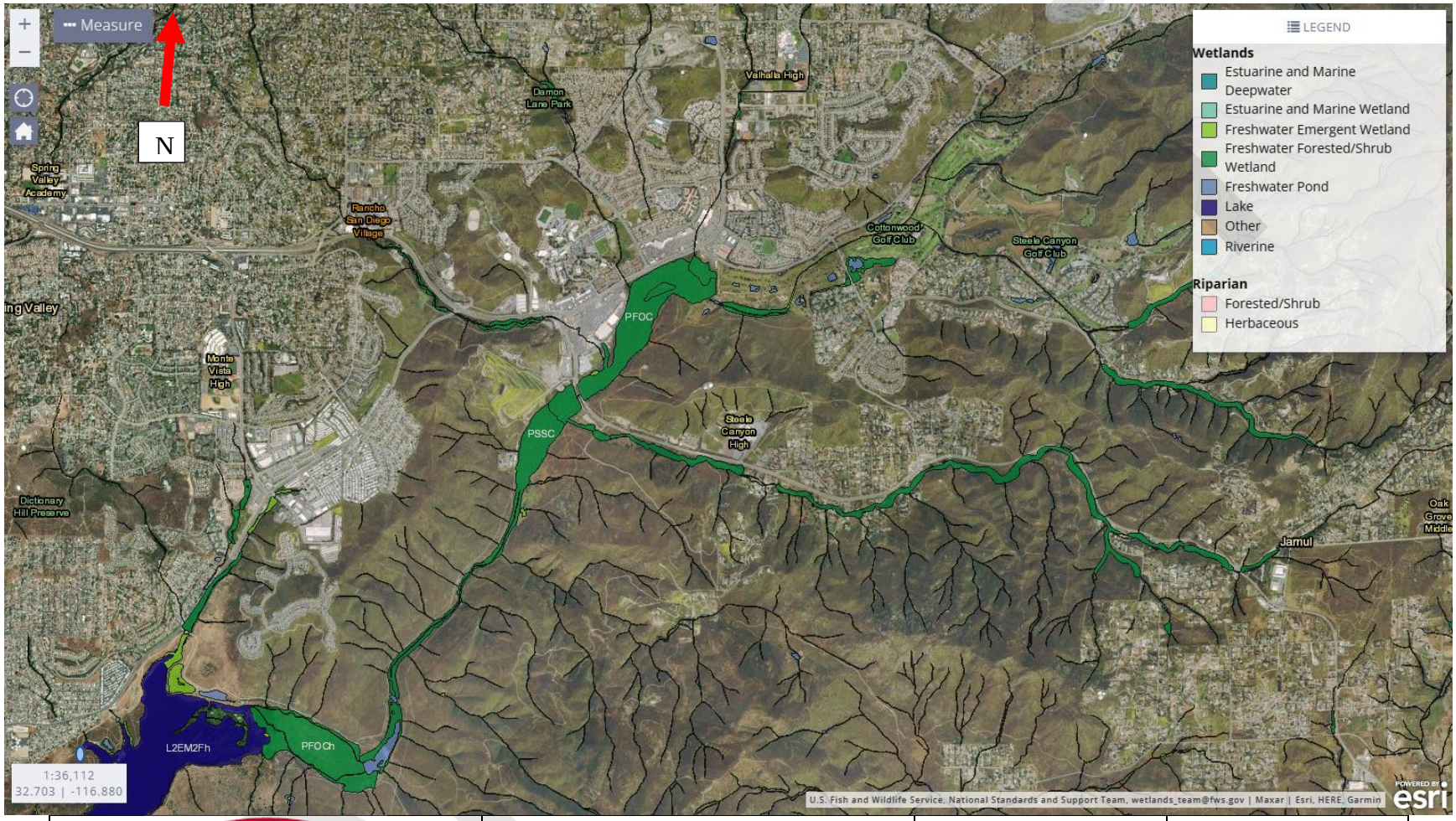
R COVERED TIE STORAGE
AREA



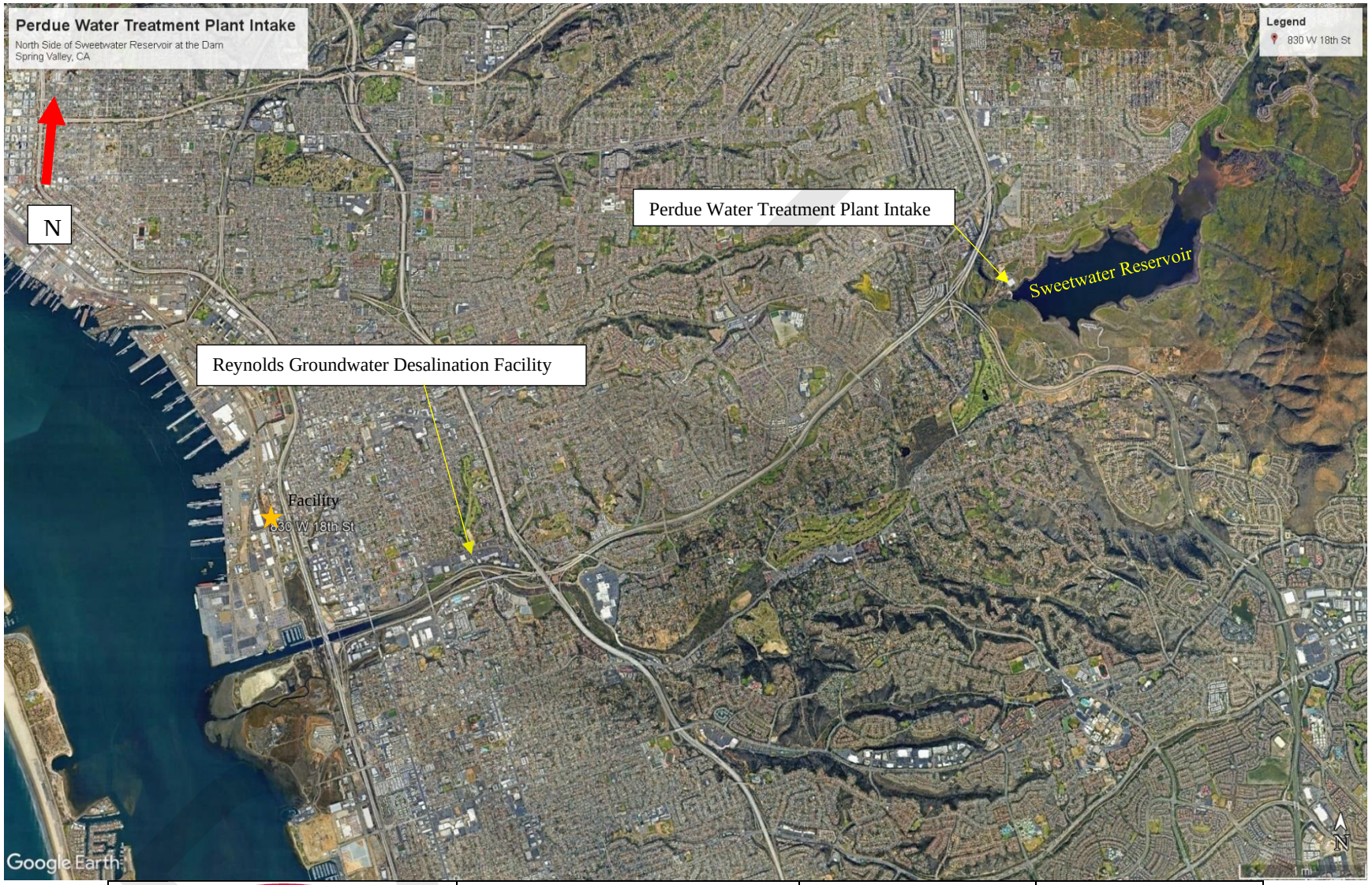
CURA EMERGENCY SERVICES ENVIRONMENTAL	**Wetland Viewer** **San Diego Bay Area** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	



CURA EMERGENCY SERVICES ENVIRONMENTAL	**Wetland Viewer** **SD Bay to Sweetwater Reservoir** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	

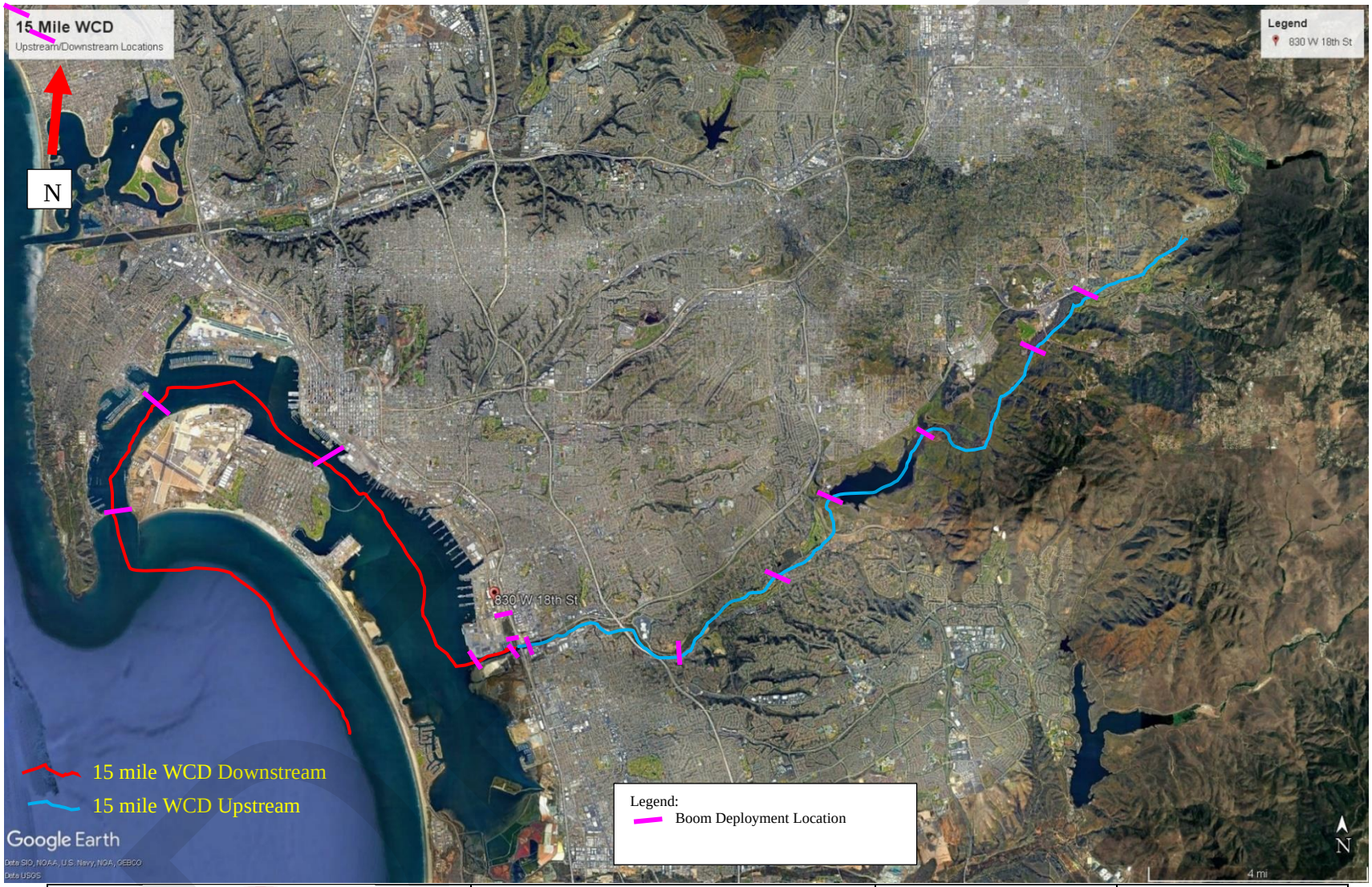


CURA EMERGENCY SERVICES ENVIRONMENTAL	**Wetland Viewer** **Sweetwater Reservoir to Hillsdale Rd** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	

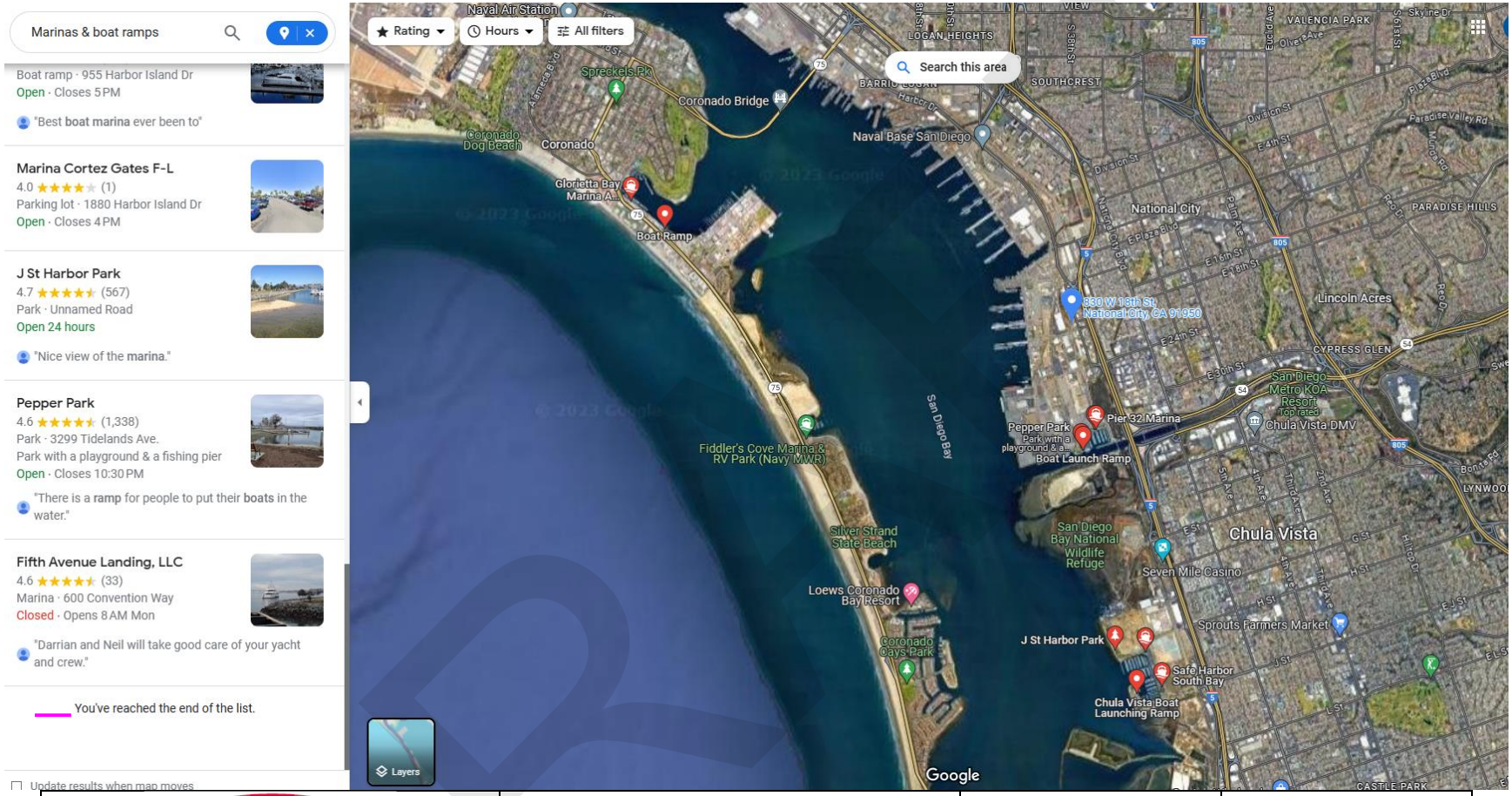


CURA EMERGENCY SERVICES ENVIRONMENTAL	**Drinking Water Intake Locations** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	

CURA Emergency Services Environmental	**15 Mile WCD Upstream/Downstream** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	



CURA Emergency Services Environmental	**15 Mile WCD with Boom Locations Upstream/Downstream** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	



CURA EMERGENCY SERVICES ENVIRONMENTAL	**Boat Ramp Locations Downstream National City Area** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	

CURA Emergency Services Environmental	**Boat Ramp Locations Downstream San Diego Area** San Diego Clean Fuels Facility National City, CA	Date: January 2024	Scale: See Above
		Project Number TS236383	

11 APPENDICES

Appendix A – Spill Documentation Form

Name : _____
Position: _____
Phone Numbers. _____Day: Evening: _____
Address: _____
City: _____
State: _____
Zip:_____
Were Materials Discharged (Y/N)?
Type of Material Discharges?_____
Confidential (Y/N)?
Meeting Federal Obligations to Report (Y/N)?
Date Called: _____
Time Called: _____
Incident Description Source and/or Cause of Incident:
Date of Incident:_____
Time of Incident: _____
Incident Address/Location: _____
Nearest City: _____
State: _____
County: _____
Zip: _____
Container Type:
Tank Oil Storage Capacity:_____
Units of Measure:_____
Facility Oil Storage Capacity: _____
Units of Measure: _____
Facility Latitude: _____ Facility Longitude: _____

Material Released :_____

Quantity discharged and quantity discharged into a water body:_____

Effectiveness and Capacity of Secondary Containment:_____

Response Actions Taken to Correct, Control, or Mitigate Incident: _____

Clean-up Actions Taken:_____
Impact Number of Injuries: _____
Number of Deaths: _____
Were there Evacuations (Y/N)? _____
Number Evacuated: _____
Was there any Damage (Y/N)? _____
Damage in Dollars (approximate): _____
Medium Affected: _____
Air Water Soil Description: _____
More Information about Medium: _____

Steps Taken to Reduce Possibility of Recurrence:_____

Additional Information Any Information about the incident not reported elsewhere in the report:

Caller Notifications:
EPA(Y/N)? _____USCG(Y/N)? ____State (Y/N)?_____Other (Y/N)?
Time/Date _____Time/Date_____ Time/Date_____ Time/Date

Enforcement Actions:_____
Effectiveness of Monitoring Equipment:_____
Description of how the oil discharge was detected:_____

Appendix B – Emergency Response Checklist

EMERGENCY RESPONSE CHECKLIST

Safety

__ PEOPLE IN IMMEDIATE AREA ALERTED - GENERAL ALARM INITIATED

__ VALVES CLOSED - IGNITION SOURCES REMOVED / ISOLATED

__ ALL PERSONNEL SAFE AND ACCOUNTED FOR - SITE SECURITY ESTABLISHED

__ QUALIFIED INDIVIDUALS NOTIFIED

__ SITE ASSESSMENT CONDUCTED - AREA DEEMED SAFE FOR CLEANUP

Response

__ FLOW STOPPED - LEAKS PATCHED / PLUGGED

__ RESPONSE TEAM BRIEFED ON CLEANUP PLANS / PERSONNEL SAFETY

__ DRAINAGE PATHS BLOCKED - CONTAINMENT SITES ESTABLISHED

__ AGENCIES NOTIFIED

__ ON-SITE EQUIPMENT ADEQUATE OR ADDITIONAL RESOURCES ACTIVATED

__ RESPONSE CONTRACTOR (CURA) ACTIVATED, IF NECESSARY

__ SPILL TRAJECTORY PROJECTED

__ DISPOSAL / RECYCLING PLANS ESTABLISHED

__ DOCUMENTATION METHODS / LOGS IN PLACE

Post Response

__ INCIDENT INVESTIGATION INITIATED

__ WRITTEN SPILL REPORT FILED WITH AGENCIES

__ EXPENDED CLEANUP MATERIALS REPLACED

__ CORRECTIVE ACTIONS / IMPROVEMENTS IMPLEMENTED

Appendix C – Tank Inspection Forms

Tank and containment inspection forms and containment drainage logs are also contained in the SPCC plan for this Facility. This SPCC plan is incorporated by reference into this FRP.

All inspection records will be maintained for 5 years.

STI SP001 AST Record

OWNER INFORMATION	FACILITY INFORMATION	INSTALLER INFORMATION
Name	Name	Name
Number and Street	Number and Street	Number and Street
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code

.

TANK ID _____

SPECIFICATION:

Design: ☐ UL ☐ SWRI ☐ Horizontal ☐ Vertical ☐ Rectangular

☐ API ☐ Other _____ _____

☐ Unknown

Manufacturer: Contents: Construction Date: Last Repair/Reconstruction Date:

Dimensions: Capacity: Last Change of Service Date:

Construction: ☐ Bare Steel ☐ Cathodically Protected (Check one: A. ☐ Galvanic or B. ☐ Impressed Current) Date Installed: _____

☐ Coated Steel ☐ Concrete ☐ Plastic/Fiberglass ☐ Other

☐ Double-Bottom ☐ Double-Wall ☐ Lined Date Installed: _____

Containment: ☐ Earthen Dike ☐ Steel Dike ☐ Concrete ☐ Synthetic Liner ☐ Other _____

CRDM: ☐ Date Installed: Type: _____ _____

Release Prevention Barrier: ☐ Date Installed: Type: _____ _____

TANK ID _____

SPECIFICATION:

Design: ☐ UL ☐ SWRI ☐ Horizontal ☐ Vertical ☐ Rectangular

☐ API ☐ Other _____

☐ Unknown

Manufacturer: Contents: Construction Date: Last Repair/Reconstruction Date:

Dimensions: Capacity: Last Change of Service Date:

Construction: ☐ Bare Steel ☐ Cathodically Protected (Check one: A. ☐ Galvanic or B. ☐ Impressed Current) Date Installed: _____
☐ Coated Steel ☐ Concrete ☐ Plastic/Fiberglass ☐ Other
☐ Double-Bottom ☐ Double-Wall ☐ Lined Date Installed: _____

Containment: ☐ Earthen Dike ☐ Steel Dike ☐ Concrete ☐ Synthetic Liner ☐ Other

CRDM: ☐ Date Installed: Type:

Release Prevention Barrier: ☐ Date Installed: Type:

TANK ID _____

SPECIFICATION:

Design: ☐ UL ☐ SWRI ☐ Horizontal ☐ Vertical ☐ Rectangular

☐ API

☐ Unknown ☐ Other

Manufacturer: Contents: Construction Date: Last Repair/Reconstruction Date:

Dimensions: Capacity: Last Change of Service Date:

Construction: ☐ Bare Steel ☐ Cathodically Protected (Check one: A. ☐ Galvanic or B. ☐ Impressed Current) Date Installed: _____
☐ Coated Steel ☐ Concrete ☐ Plastic/Fiberglass ☐ Other
☐ Double-Bottom ☐ Double-Wall ☐ Lined Date Installed: _____

Containment: ☐ Earthen Dike ☐ Steel Dike ☐ Concrete ☐ Synthetic Liner ☐ Other

CRDM: ☐ Date Installed: Type:

Release Prevention Barrier: ☐ Date Installed: Type:

TANK ID _____

SPECIFICATION:

Design: ☐ UL ☐ SWRI ☐ Horizontal ☐ Vertical ☐ Rectangular

☐ API

☐ Unknown ☐ Other

Manufacturer: Contents: Construction Date: Last Repair/Reconstruction Date:

Dimensions: Capacity: Last Change of Service Date:

Construction: ☐ Bare Steel ☐ Cathodically Protected (Check one: A. ☐ Galvanic or B. ☐ Impressed Current) Date Installed: _____
☐ Coated Steel ☐ Concrete ☐ Plastic/Fiberglass ☐ Other
☐ Double-Bottom ☐ Double-Wall ☐ Lined Date Installed: _____

Containment: ☐ Earthen Dike ☐ Steel Dike ☐ Concrete ☐ Synthetic Liner ☐ Other

CRDM: ☐ Date Installed: Type:

Release Prevention Barrier: ☐ Date Installed: Type:

TANK ID

SPECIFICATION:

Design: ☐ UL ☐ SWRI ☐ Horizontal ☐ Vertical ☐ Rectangular

☐ API

☐ Unknown ☐ Other

Manufacturer: Contents: Construction Date: Last Repair/Reconstruction Date:

Dimensions: Capacity: Last Change of Service Date:

Construction: ☐ Bare Steel ☐ Cathodically Protected (Check one: A. ☐ Galvanic or B. ☐ Impressed Current) Date Installed: _____
☐ Coated Steel ☐ Concrete ☐ Plastic/Fiberglass ☐ Other
☐ Double-Bottom ☐ Double-Wall ☐ Lined Date Installed: _____

Containment: ☐ Earthen Dike ☐ Steel Dike ☐ Concrete ☐ Synthetic Liner ☐ Other

CRDM: ☐ Date Installed: Type:

Release Prevention Barrier: ☐ Date Installed: Type:

STI SP001 Weekly Inspection Checklist

General Inspection Information:

Inspection Date: _____	Retain Until Date: _____	(36 months from inspection date)
Prior Inspection Date:	Inspector Name:	
Tanks Inspected (ID #'s): _____	_____	
_____		

Inspection Guidance:

For equipment not included in this Standard, follow the manufacturer recommended inspection/testing schedules and procedures.
The periodic AST Inspection is intended for monitoring the external AST condition and its containment structure. This visual inspection does not require a Certified Inspector. It shall be performed by an owner's inspector who is familiar with the site and can identify changes and developing problems.
Upon discovery of water in the primary tank, secondary containment area, interstice, or spill container, remove promptly or take other corrective action. Before discharge to the environment, inspect the liquid for regulated products or other contaminants and disposed of it properly.
(*) designates an item in a non-conformance status. This indicates that action is required to address a problem.
Non-conforming items important to tank or containment integrity require evaluation by an engineer experienced in AST design, a Certified Inspector, or a tank manufacturer who will determine the corrective action. Note the non-conformance and corresponding corrective action in the comment section.
Retain the completed checklists for 36 months.
In the event of severe weather (snow, ice, wind storms) or maintenance (such as painting) that could affect the operation of critical components (normal and emergency vents, valves), an inspection of these components is required as soon as the equipment is safely accessible after the event.

Item	Task	Status	Comments
1.0 Tank Containment			
1.1 Containment structure	Check for water, debris, cracks or fire hazard	□Yes* □No □N/A	
1.2 Primary tank	Check for water	□Yes* □No	
1.3 Containment drain valves	Operable and in a closed position	□Yes □No* □N/A	
1.4 Pathways and entry	Clear and gates/doors operable	□Yes □No* □N/A	
2.0 Leak Detection			
2.1 Tank	Visible signs of leakage	□Yes* □No	
2.2 Secondary Containment	Visible signs of leakage from tank into secondary containment	□Yes* □No	
2.3 Surrounding soil	Visible signs of leakage	□Yes* □No □N/A	
2.4 Interstice	Visible signs of leakage	□Yes* □No □N/A	
3.0 Tank Equipment			

Item	Task	Status	Comments
3.1 Valves	a. Check for leaks.	□Yes* □No □N/A	
	b. Tank drain valves must be kept locked.	□Yes* □No □N/A	
3.2 Spill containment boxes on fill pipe	a. Inspect for debris, residue, and water in the box and remove.	□Yes* □No □N/A	
	b. Drain valves must be operable and closed.	□Yes* □No □N/A	
3.3 Liquid level equipment	a. Both visual and mechanical devices must be inspected for physical damage.	□Yes □No* □N/A	
	b. Check that the device is easily readable	□Yes □No* □N/A	
3.4 Overfill equipment	a. If equipped with a "test" button, activate the audible horn or light to confirm operation. This could be battery powered. Replace the battery if needed	□Yes □No* □N/A	
	b. If overfill valve is equipped with a mechanical test mechanism, actuate the mechanism to confirm operation.	□Yes □No* □N/A	
3.5 Piping connections	Check for leaks, corrosion and damage	□Yes* □No	
4.0 Tank Attachments and Appurtenances			
4.1 Ladder and platform structure	Secure with no sign of severe corrosion or damage?	□Yes □No* □N/A	
5.0 Other Conditions			
5.1 Are there other conditions that should be addressed for continued safe operation or that may affect the site spill prevention plan?		□Yes* □No	

Additional Comments:

STI SP001 Monthly Inspection Checklist

General Inspection Information:

Inspection Date: _____	Retain Until Date: _____	(36 months from inspection date)
Prior Inspection Date:	Inspector Name:	
Tanks Inspected (ID #'s): _____	_____	
_____		

Inspection Guidance:

For equipment not included in this Standard, follow the manufacturer recommended inspection/testing schedules and procedures.
The periodic AST Inspection is intended for monitoring the external AST condition and its containment structure. This visual inspection does not require a Certified Inspector. It shall be performed by an owner's inspector who is familiar with the site and can identify changes and developing problems.
Upon discovery of water in the primary tank, secondary containment area, interstice, or spill container, remove promptly or take other corrective action. Before discharge to the environment, inspect the liquid for regulated products or other contaminants and disposed of it properly.
(*) designates an item in a non-conformance status. This indicates that action is required to address a problem.
Non-conforming items important to tank or containment integrity require evaluation by an engineer experienced in AST design, a Certified Inspector, or a tank manufacturer who will determine the corrective action. Note the non-conformance and corresponding corrective action in the comment section.
Retain the completed checklists for 36 months.
In the event of severe weather (snow, ice, wind storms) or maintenance (such as painting) that could affect the operation of critical components (normal and emergency vents, valves), an inspection of these components is required as soon as the equipment is safely accessible after the event.

Item	Task	Status	Comments
1.0 Tank Containment			
1.1 Containment structure	Check for water, debris, cracks or fire hazard	□Yes* □No □N/A	
1.2 Primary tank	Check for water	□Yes* □No	
1.3 Containment drain valves	Operable and in a closed position	□Yes □No* □N/A	
1.4 Pathways and entry	Clear and gates/doors operable	□Yes □No* □N/A	
2.0 Leak Detection			
2.1 Tank	Visible signs of leakage	□Yes* □No	
2.2 Secondary Containment	Visible signs of leakage from tank into secondary containment	□Yes* □No	
2.3 Surrounding soil	Visible signs of leakage	□Yes* □No □N/A	
2.4 Interstice	Visible signs of leakage	□Yes* □No □N/A	
3.0 Tank Equipment			

Item	Task	Status	Comments
3.1 Valves	a. Check for leaks.	□Yes* □No □N/A	
	b. Tank drain valves must be kept locked.	□Yes* □No □N/A	
3.2 Spill containment boxes on fill pipe	a. Inspect for debris, residue, and water in the box and remove.	□Yes* □No □N/A	
	b. Drain valves must be operable and closed.	□Yes* □No □N/A	
3.3 Liquid level equipment	a. Both visual and mechanical devices must be inspected for physical damage.	□Yes □No* □N/A	
	b. Check that the device is easily readable	□Yes □No* □N/A	
3.4 Overfill equipment	a. If equipped with a "test" button, activate the audible horn or light to confirm operation. This could be battery powered. Replace the battery if needed	□Yes □No* □N/A	
	b. If overfill valve is equipped with a mechanical test mechanism, actuate the mechanism to confirm operation.	□Yes □No* □N/A	
3.5 Piping connections	Check for leaks, corrosion and damage	□Yes* □No	
4.0 Tank Attachments and Appurtenances			
4.1 Ladder and platform structure	Secure with no sign of severe corrosion or damage?	□Yes □No* □N/A	
5.0 Other Conditions			
5.1 Are there other conditions that should be addressed for continued safe operation or that may affect the site spill prevention plan?		□Yes* □No	

Additional Comments:

STI SP001 Annual Inspection Checklist

General Inspection Information:

Inspection Date:	Retain Until Date:	(36 months from inspection date)
Prior Inspection Date:	Inspector Name:	
Tanks Inspected (ID #'s):		

Inspection Guidance:

For equipment not included in this Standard, follow the manufacturer recommended inspection/testing schedules and procedures.
The periodic AST Inspection is intended for monitoring the external AST condition and its containment structure. This visual inspection does not require a Certified Inspector. It shall be performed by an owner's inspector who is familiar with the site and can identify changes and developing problems.
Remove promptly upon discovery standing water or liquid in the primary tank, secondary containment area, interstice, or spill container. Before discharge to the environment, inspect the liquid for regulated products or other contaminants and disposed of it properly.
In order to comply with EPA SPCC (Spill Prevention, Control and Countermeasure) rules, a facility must regularly test liquid level sensing devices to ensure proper operation (40 CFR 112.8(c)(8)(v)).
(*) designates an item in a non-conformance status. This indicates that action is required to address a problem.
Non-conforming items important to tank or containment integrity require evaluation by an engineer experienced in AST design, a Certified Inspector, or a tank manufacturer who will determine the corrective action. Note the non-conformance and corresponding corrective action in the comment section.
Retain the completed checklists for 36 months.
Complete this checklist on an annual basis supplemental to the owner monthly-performed inspection checklists.
Note: If a change has occurred to the tank system or containment that may affect the SPCC plan, the condition should be evaluated against the current plan requirement by a Professional Engineer knowledgeable in SPCC development and implementation.

Item	Task	Status	Comments
1.0 Tank Containment			
1.1 Containment structure	Check for: Holes or cracks in containment wall or floor Washout Liner degradation Corrosion Leakage Paint failure Tank settling	☐Yes* ☐No ☐N/A	
2.0 Tank Foundation and Supports			
2.1 Foundation	Settlement or foundation washout?	☐Yes* ☐No	

Item	Task	Status	Comments
2.2 Concrete pad or ring wall	Cracking or spalling?	□Yes* □No □N/A	
2.3 Supports	Check for corrosion, paint failure, etc.	□Yes* □No □N/A	
2.4 Water drainage	Water drains away from tank?	□Yes □No* □N/A	
2.5 Tank grounding	Strap secured and in good condition?	□Yes □No* □N/A	
3.0 Cathodic Protection			
3.1 Gavlvanic cathodic protection system	Confirm system is functional, includes the wire connections for galvanic systems	□Yes □No* □N/A	
3.2 Impressed current system	a. Inspect the operational components (power switch, meters, and alarms).	□Yes □No* □N/A	
	b. Record hour meter, ammeter and voltmeter readings.	□Yes □No* □N/A	
4.0 Tank Pemex, Heads, Roof			
4.1 Coating	Check for coating failure	□Yes* □No	
4.2 Steel condition	Check for: Dents Buckling Bulging Corrosion Cracking	□Yes* □No	
4.3 Roof slope	Check for low points and standing water	□Yes* □No □N/A	
5.0 Tank Equipment			
5.1 Vents	Verify that components are moving freely and vent passageways are not obstructed for: Emergency vent covers	□Yes* □No	

Item	Task	Status	Comments
	Pressure/vacuum vent poppets Other moving vent components		
5.2 Valves	Check the condition of all valves for leaks, corrosion and damage.	□Yes* □No	
5.2.1 Anti-siphon, check and gate valves	Cycle the valve open and closed and check for proper operation.	□Yes □No* □N/A	
5.2.2 Pressure regulator valve	Check for proper operation. (Note that there may be small, 1/4 inch drain plugs in the bottom of the valve that are not visible by looking from above only)	□Yes □No* □N/A	
5.2.3 Expansion relief valve	Check that the valve is in the proper orientation. (Note that fuel must be discharged back to the tank via a separate pipe or tubing.)	□Yes □No* □N/A	
5.2.4 Solenoid valves	Cycle power to valve to check operation. (Electrical solenoids can be verified by listening to the plunger opening and closing. If no audible confirmation, the valve should be inspected for the presence and operation of the plunger.)	□Yes □No* □N/A	

Item	Task	Status	Comments
5.2.5 Fire and shear valves	a. Manually cycle the valve to ensure components are moving freely and that the valve handle or lever has clearance to allow valve to close completely.	□Yes □No* □N/A	
	b. Valves must not be wired in open position.	□Yes □No* □N/A	
	c. Make sure fusible element is in place and correctly positioned.	□Yes □No* □N/A	
	d. Be sure test ports are sealed with plug after testing is complete and no temporary test fixture or component remains connected to valve.	□Yes □No* □N/A	
5.3 Interstitial leak detection equipment	Check condition of equipment, including: The window is clean and clear in sight leak gauges. The wire connections of electronic gauges for tightness and corrosion Activate the test button, if applicable.	□Yes □No* □N/A	
5.4 Spill containment boxes on fill pipe	a. If corrosion, damage, or wear has compromised the ability of the unit to perform spill containment functions, replace the unit.	□Yes* □No □N/A	

Item	Task	Status	Comments
	b. Inspect the connections to the AST for tightness, as well as the bolts, nuts, washers for condition and replace if necessary.	□Yes* □No □N/A	
	c. Drain valves must be operable and closed	□Yes* □No □N/A	
5.5 Strainer	a. Check that the strainer is clean and in good condition.	□Yes □No* □N/A	
5.5 Strainer	b. Access strainer basket and check cap and gasket seal as well as bolts.	□Yes □No* □N/A	
5.6 Filter	a. Check that the filter is in good condition and is within the manufacturer's expected service life. Replace, if necessary.	□Yes □No* □N/A	
	b. Check for leaks and decreased fuel flow	□Yes □No* □N/A	
5.7 Flame arrestors	Follow manufacturer's instructions. Check for corrosion and blockage of air passages.	□Yes* □ No □N/A	
5.8 Leak detector for submersible pump systems	Test according to manufacturer's instructions and authority having jurisdiction (AHJ). Verify leak detectors are suited and properly installed for aboveground use.	□Yes □No* □N/A	
5.9 Liquid level equipment	a. Has equipment been tested to ensure proper operation?	□Yes □No* □N/A	

Item	Task	Status	Comments
	b. Does equipment operate as required?	□Yes □No* □N/A	
	c. Follow manufacturer's instructions	□Yes □No* □N/A	
5.10 Overfill equipment	a. Follow manufacturer's instructions and regulatory requirements for inspection and functionality verification.	□Yes □No* □N/A	
	b. Confirm device is suited for above ground use by the manufacturer	□Yes □No* □N/A	
6.0 Insulated Tanks			
6.1 Insulation	Check condition of insulation for: Missing sections Areas of moisture Mold Damage	□Yes* □ No □N/A	
6.2 Insulation cover or jacket	Check for damage that will allow water intrusion	□Yes* No □N/A	
7.0 Miscellaneous			
7.1 Electrical wiring and boxes	Are they in good condition?	□Yes □No* □N/A	
7.2 Labels and tags	Ensure that all labels and tags are intact and readable.	□Yes □No* □N/A	

Additional Comments:

STI SP001 Portable Container Monthly Inspection Checklist

General Inspection Information:

Inspection Date: _____ Retain Until Date: _____ (36 months from inspection date)

Prior Inspection Date: _____ Inspector Name: _____

Containers Inspected (ID #'s): _____

Inspection Guidance:

For equipment not included in this Standard, follow the manufacturer recommended inspection/testing schedules and procedures.
The periodic AST Inspection is intended for monitoring the external AST condition and its containment structure. This visual inspection does not require a Certified Inspector. It shall be performed by an owner's inspector who is familiar with the site and can identify changes and developing problems.
(*) designates an item in a non-conformance status. This indicates that action is required to address a problem.
Non-conforming items important to tank or containment integrity require evaluation by an engineer experienced in AST design, a Certified Inspector, or a tank manufacturer who will determine the corrective action. Note the non-conformance and corresponding corrective action in the comment section.
Retain the completed checklists for 36 months.

Item	Area: _____	Area: _____	Area: _____	Area: _____
1.0 AST Containment/Storage Area				
1.1 ASTs within designated storage area?	☐Yes ☐No*	☐Yes ☐No*	☐Yes ☐No*	☐Yes ☐No*
1.2 Debris, spills, or other fire hazards in containment or storage area?	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No
1.3 Water in outdoor secondary containment?	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No
1.4 Drain valves operable and in a closed position?	☐Yes ☐No*	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No
1.5 Egress pathways clear and gates/doors operable?	☐Yes ☐No*	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No

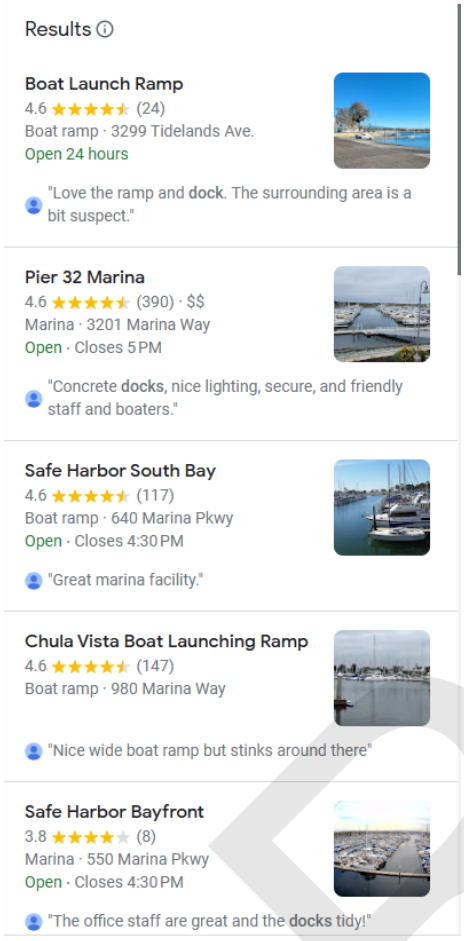
Item	Area: _____	Area: _____	Area: _____	Area: _____
2.0 Leak Detection				
2.1 Visible signs of leakage around the container or storage area?	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No
3.0 Container				
3.0 Noticeable container distortions, buckling, denting or bulging?	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No	☐Yes* ☐No

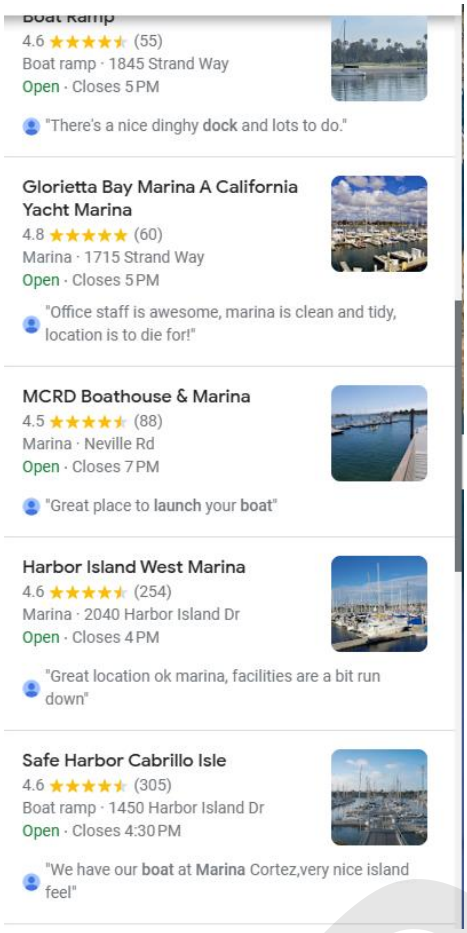
Comments:

Appendix D - Response Equipment Inventory and Storage Area Inspection Checklists

Boat launching sites and boom deployment sites are shown on the maps in Section 10.

Boat ramp locations are as follows:




Boat Ramp
4.6 ★★★★½ (55)
Boat ramp · 1845 Strand Way
Open · Closes 5 PM
"There's a nice dinghy dock and lots to do."
Glorietta Bay Marina A California Yacht Marina
4.8 ★★★★★ (60)
Marina · 1715 Strand Way
Open · Closes 5 PM
"Office staff is awesome, marina is clean and tidy, location is to die for!"
MCRD Boathouse & Marina
4.5 ★★★★½ (88)
Marina · Neville Rd
Open · Closes 7 PM
"Great place to launch your boat"
Harbor Island West Marina
4.6 ★★★★½ (254)
Marina · 2040 Harbor Island Dr
Open · Closes 4 PM
"Great location ok marina, facilities are a bit run down"
Safe Harbor Cabrillo Isle
4.6 ★★★★½ (305)
Boat ramp · 1450 Harbor Island Dr
Open · Closes 4:30 PM
"We have our boat at Marina Cortez,very nice island feel"

Chula Vista Marina
4.6 ★★★★½ (631)
Marina · 550 Marina Pkwy
Closed · Opens 9 AM Mon

"Nice **marina**, concrete floating **docks**."

Carefree Boat Club of San Diego
5.0 ★★★★★ (1)
Boat club · 3201 Marina Way Unit 646

Safe Harbor Sunroad
4.6 ★★★★½ (417)
Boat ramp · 955 Harbor Island Dr
Open · Closes 5 PM

"Best **boat marina** ever been to"

Marina Cortez Gates F-L
4.0 ★★★★☆ (1)
Parking lot · 1880 Harbor Island Dr
Open · Closes 4 PM

J St Harbor Park
4.7 ★★★★½ (567)
Park · Unnamed Road
Open 24 hours

"Nice view of the **marina**."

Pepper Park
4.6 ★★★★½ (1,338)
Park · 3299 Tidelands Ave.
Park with a playground & a fishing pier
Open · Closes 10:30 PM

"There is a **ramp** for people to put their **boats** in the water."

Fifth Avenue Landing, LLC
4.6 ★★★★½ (33)
Marina · 600 Convention Way
Closed · Opens 8 AM Mon

"Darrian and Neil will take good care of your yacht and crew."

Inspection records will be maintained for 5 years.

Spill kits are located in strategic areas around the Facility as shown in Appendix , Figure 3. Spill kits were purchased in 2024 and contain the following:

1 - 95 gallon plastic over pack drum
25 - sorbent pads
4 - sorbent booms
4 - sorbent pillows
50 lbs. – granular absorbent
2 - goggles
2 pair - gloves
5 - disposable bags with ties and tamper proof seals
1 – emergency guidebook

Detailed information on sorbents:

Sorbent boom – fully operational, oleophilic, Meltblown Technologies, 2021, 3" by 5', quantity 4. An additional 1,000' of boom is stored onsite.

Sorbent pads – fully operational, oleophilic, Meltblown Technologies, 2021, 15" X 18", quantity 25.

Sorbent pillows – fully operational, oleophilic, Meltblown Technologies, 2021, 11" X 13", quantity 4.

Sorbents – granular Fullers Earth/calcium bentonite, Balcones Minerals, 2021, quantity 50 lbs.

Facility name & address

_____

1. Inventory (item and quantity):

2. Storage Location:

3. Accessibility (time to access and respond):

4. Operational Status and Condition:

5. Actual Use/Testing (last test date and frequency of testing):

6. Shelf Life (present age, expected replacement date):

Response Equipment Inspection Log

Inspector	Date	Comments

Example Storage Area Checklists

1. Bulk Crude Oil Storage AST Area:
   - Drums and other containers located outdoors adequately covered?
   - Leakage noted from any of the ASTs or drums?
   - All ASTs and drums in good condition with no visible corrosion or deterioration?
   - PPC, SPCC, and SWPPP available on site?

2. Material Storage Area
   - Leakage noted from any of the ASTs or drums or smaller containers?
   - All ASTs and drums and smaller containers in good condition with no visible corrosion or deterioration?
   - FRP, SPCC and SWPPP available on site?

3. AST secondary containment:
   - Petroleum hydrocarbon sheen on water?
   - Water in pond is of normal clarity and color?
   - Pond is free of abnormal amount of debris?
   - Soil and vegetation around the pond are normal and show no stress, staining, etc.

Inspector's name_____

Date:

_____

Appendix E – Training Documentation

All training documentation, including documentation on participation in internal and external and area drills and exercises, will be maintained for 5 years.

Training Documentation Form

Date of Training _____

Topics covered (attach agenda and copies of handouts, minutes, etc.).

_____

_____

Name	Signature

Spill Response/Prevention Training (Annual)

Date:_____
Company:_____
Location:_____
QI:_____

Review - Update Response Plan / Discuss Spill Prevention, Operating, Transfer Procedures / Location: Discuss Potential Spills, Scenarios, Response Actions / Review Reporting & Regulatory Requirements / Review First Aid, Fire, Health and Safety Considerations - SDS Forms / Inspect - Deploy Facility Response Equipment / QI Notification Drill / Spill Management Team Tabletop Drill.

Name and Signature of Participants:

Emergency Scenario (if applicable):

Observations/Evaluation:

Recommendations:

Appendix F – EPA PREP Guidelines

SECTION 4.0

EPA-REGULATED NON-TRANSPORTATION-RELATED ONSHORE AND OFFSHORE FACILITIESLOCATED LANDWARD OF THE COASTLINE

PREP Guidelines do not create binding legal requirements.

While the PREP Guidelines have been developed with the regulated community, they cannot be considered to be legally binding substantive rules. Plan holders can accept the PREP Guidelines to fulfill the exercise requirements of OPA 90. An alternative program can also be acceptable, subject to approval by the EPA Regional Administrator (see 40 CFR § 112.21). Either the PREP Guidelines or the EPA-approved exercise program developed by the plan holder become binding when referenced in the submitted response plan.

Note: For purposes of the PREP guidelines, the use of "inland" in the header for the following exercises includes non-transportation-related onshore and offshore facilities located landward of the coastline.

4.1	DRILL: QI Notification – Inland Facility
Applicability:	Facility.
Frequency:	Quarterly.
Initiating Authority:	Facility owner or operator.
Participating Elements:	Facility personnel and QI.
Scope:	Exercise communications between facility personnel and QI.
Objectives:	Voice contact and confirmation must be made with a QI as detailed in the plan. Electronic messaging may be used only if communication by voice is not possible.
Certification:	Self-certification.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	Records to be kept at the facility.
Evaluation:	Self-evaluation.
Credit:	Plan holder may claim credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit may be claimed for an actual response when these objectives are met, the response is evaluated, and a proper record is generated.

4.2	DRILL: Emergency Procedures – Inland Facilities (optional)*
Applicability:	Facility.
Frequency:	Quarterly.
Initiating Authority:	Facility owner or operator.
Participating Elements:	Facility personnel.
Scope:	Exercise the emergency procedures for the facility to mitigate or prevent any discharge or a substantial threat of such discharge of oil resulting from facility operational activities associated with oil transfers.
Objectives:	A. Conduct an exercise of the facility's emergency procedures to ensure personnel knowledge of actions to be taken to mitigate a spill. This exercise may consist of a walk-through of the emergency procedures. B. Exercise should involve one or more of the sections of the emergency procedures for spill mitigation; e.g., the exercise may involve a simulation of a response to an oil spill. C. Facility should ensure that spill mitigation procedures for all contingencies at the facility are addressed at some time.
Certification:	Self-certification.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	At each facility.
Evaluation:	Self-evaluation.
Credit:	Plan holder may claim credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit may be claimed for an actual response when these objectives are met, the response is evaluated, and a proper record is generated.

***This is offered as an optional exercise to provide facilities with an exercise that may be conducted unannounced to fulfill the requirement for plan holder-initiated unannounced exercises.*

4.3	TTX: Incident Management Team Exercise – Inland Facilities
Applicability:	Facility IMT.
Frequency:	Annually.
Initiating Authority:	Facility owner or operator.
Participating Elements:	IMT as established in the response plan.
Scope:	Exercise the IMT's organization, communication, and decision-making in managing a response.
Objectives:	Exercise the IMT in a review of: A. Knowledge of the response plan; B. Proper notifications; C. Communications system; D. Ability to access an OSRO; E. Coordination of internal organization personnel with responsibility for response; F. Annual review of the transition from a local team to a regional, national, and international team as appropriate; G. Ability to effectively coordinate response activity with the NRS infrastructure (If personnel from the NRS are not participating in the exercise, the IMT should demonstrate knowledge of response coordination with the NRS); H. Ability to access information in ACP for location of sensitive areas, resources available within the area, unique conditions of area, etc.; and I. Minimum of one IMT exercise in a triennial cycle would involve simulation of a WCD scenario.
Certification:	Self-certification.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	At each facility.
Evaluation:	Self-evaluation.
Credit:	Plan holder may claim credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit may be claimed for an actual response when these objectives are met, the response is evaluated, and a proper record is generated.

4.4	DRILL: Equipment Deployment – Inland Facilities (Company-owned equipment)
Applicability:	Facilities with company-owned and operated response equipment and facilities with company-owned response equipment, but operated by the OSRO.
Frequency:	Semiannually.
Initiating Authority:	Facility owner or operator.
Participating Elements:	Facility personnel.
Scope:	A. Deploy and operate facility-owned and operated response equipment identified in the response plan. The equipment to be deployed would be the equipment necessary to respond to a small discharge at the facility. B. All of the facility personnel involved in equipment deployment operations must be included in a comprehensive training program and a comprehensive maintenance program. Credit should be taken for deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. All inspection and maintenance must be documented by the owner.
Objectives:	A. Demonstrate ability of facility personnel to deploy and operate equipment. B. Ensure equipment is in proper working order.
Certification:	Self-certification.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	Records to be kept at the facility.
Evaluation:	Self-evaluation.
Credit:	Plan holder may claim credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit may be claimed for an actual response when these objectives are met, the response is evaluated, and a proper record is generated.

Note: *If a facility with facility owned and operated equipment also identifies OSRO equipment in its response plan, the OSRO equipment must also be deployed and operated in accordance with the equipment deployment requirements for OSRO-owned equipment.*

4.5	DRILL: Equipment Deployment – Inland Facilities (OSRO-owned equipment)
Applicability:	Facilities with OSRO response equipment cited in their response plan.
Frequency:	Annual.
Initiating Authority:	Facility owner or operator.
Participating Elements:	Facility owner or operator and OSRO.
Scope:	A. Deploy and operate response equipment identified in the response plan. The equipment to be deployed would be the equipment necessary to respond to a small discharge at the facility. B. All of the OSRO personnel involved in equipment deployment operations must be included in a comprehensive training program and a comprehensive maintenance program. Credit should be taken for equipment deployment conducted during training. The maintenance program must ensure that the equipment is periodically inspected and maintained in good operating condition in accordance with the manufacturer's recommendations and best commercial practices. The OSRO must provide inspection and maintenance information to the owner or operator. C. Plan holders must ensure that when a regional OSRO is identified in the response plan, the OSRO conducts annual equipment deployment exercises in each operating environment for each USCG or EPA Contingency Planning Area, or EPA Subarea (where identified).
Objectives:	A. Demonstrate the ability of the personnel to deploy and operate response equipment. B. Ensure the response equipment is in proper working order.
Certification:	The facility owner or operator should ensure that the OSRO identified in the response plan provides adequate documentation that the requirements for this exercise have been met.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	Kept at the facility.
Evaluation:	Self-evaluation.
Credit:	Plan holder may claim credit for this exercise when conducted in conjunction with other exercises, as long as all objectives are met, the exercise is evaluated, and a proper record is generated. Credit may be claimed for an actual response when these objectives are met, the response is evaluated, and a proper record is generated.

4.6	FE+DRILL: Government-Initiated Unannounced Exercises – Inland Facilities
Applicability:	EPA-regulated FRP holders within the region.
Frequency:	As selected; plan holders who have successfully completed a PREP GIUE will not be required to participate in another one for at least 36 months from the date of the exercise.
Initiating Authority:	EPA.
Participating Elements:	EPA-regulated FRP holders.
Scope:	A. Unannounced exercises are limited to a maximum of 10 percent of response plan holders per EPA region per year. B. Exercises are limited to approximately four hours in duration. C. Exercises should involve response to a small discharge scenario (assume 2,100 gallons outside secondary containment and discharged into or on navigable waters and adjoining shorelines). D. Exercises should involve deployment of response equipment identified in the FRP to respond to the spill scenario.
Objectives:	A. Conduct proper notifications to respond to unannounced scenario of a small discharge. B. Demonstrate that the response is: 1. Timely, as defined in Section 2 of these Guidelines; 2. Conducted with adequate amount of equipment for the scenario; and 3. Properly conducted.
Certification:	EPA.
Verification:	EPA.
Records Retention:	Five years.
Records Location:	Kept at the facility.
Evaluation:	Evaluation to be conducted by initiating agency.
Credit:	Plan holder may receive credit for other required exercises (a QI notification, equipment deployment exercise, and unannounced exercise) if the GIUE is successfully completed, objectives of the other exercise(s) are met, and a proper record is generated.

PREP – Qualified Individual Notification Drill

Date:_____
Location:_____

Contact made with Q.I. Contact made with Alternate Q.I.

Name and Signature of Participants:

_____
_____
_____
_____
_____

Observations/Evaluation:

_____
_____
_____
_____
_____

Recommendations:

_____
_____
_____
_____
_____

PREP – Management Team Tabletop Exercise (Annual) Date:_____
Location:_____

Review: Response Plan / Notification / Communications / Mobilization of Equipment & Personnel / Response Organization / Logistics / Protection of Sensitive Areas.

Name and Signature of Participants:

_____
_____
_____
_____
_____

Observations/Evaluation:

_____
_____
_____
_____
_____

Recommendations:

_____
_____
_____
_____
_____

PREP – Equipment Deployment Exercise (Semiannual) Date:_____
Location:_____

Deploy and Inspect Facility Response Equipment. Exercise must include “representative" equipment adequate to cleanup "average most probable" discharge.

Name and Signature of Participants:

_____
_____
_____
_____
_____

Observations/Evaluation:

_____
_____
_____
_____
_____

Recommendations:

_____
_____
_____
_____
_____

PREP – Unannounced Exercise (as requested by EPA) Date:_____
Location:_____

Conduct Proper Notifications / Demonstrate equipment deployment can be: timely, conducted with adequate equipment, properly deployed.

Name and Signature of Participants:

_____
_____
_____
_____
_____

Observations/Evaluation:

_____
_____
_____
_____
_____

Recommendations:

_____
_____
_____
_____
_____

Appendix G – Special Situations Communication Plan

USD Group LLC

USD Group LLC

Special Situations Communication Plan

Current Revision: January 14, 2021 (rp)

USD Group LLC

Special Situations Communications Plan
April 28, 2020

Contents

Plan Overview

Situational issues management planning is not only a communications initiative but an overall business and risk-management strategy when unforeseen events occur. While it is impossible to fully control the timing or severity of these issues, USD Group LLC (USD) will take preventative measures and prepare for these events, putting itself in a position to respond as effectively as possible when they do occur.

In light of the current media and regulatory climate, this special situations communications plan (SSCP) has been developed to manage the outcome in the event involving USD's operations as successfully as possible. The procedures and practices outlined in this plan will be used to assist USD in responding as strategically, credibly and rapidly as possible to the needs generated by a number of key potential situations.

Plan Objectives

The SSCP is intended to assist in:

- Identifying and prioritizing potential issues which could negatively impact USD's reputation.
- Establishing a response protocol for how the company conducts itself in a specific situation, including the roles and responsibilities of the SSCP Team.
- Developing an overall communications strategy and core messages to serve as the foundation of a response for each issue.
- Identifying and consolidating the materials needed for effective communications.
- Managing the distribution of critical information to the media, key stakeholders and the public.

The plan is designed to serve as an actionable document that can be rapidly implemented when needed. Each scenario plan is designed to be "activated" in the event that the specific event (or one of a similar nature) occurs and to pre-establish the elements and considerations that will need to be tailored to the individual situation. While no plan can prepare for every possible contingency, having a SSCP in place will help ensure the best possible outcome for USD and its stakeholders in the event of a diverse set of crises.

Integration with existing Emergency Response/ Facility Response Plans (ERP/ FRP)

This SSCP is designed to integrate with USD's existing ERP's/FRP"s administered by the company's HSSE Department and should be included as an addendum to the overall plans at all USDG/P locations.

Appendix G: SSCP Quick Checklist/ Decision Tree

- Notification
  - USD SSCP Manager to alert CORE SSCP Team of incident and schedule strategy meeting for serious situations that are not contained.
  - CORE Team members will contact those key individuals as identified by the CORE Team of the existing situation.

- Assemble
  - The CORE SSCP Team meets in person or via conference call to review the situation and manage communications surrounding the issue.

- Assessment
  - CORE SSCP Team assesses the situation.
  - CORE SSCP Team determines media response – pro-active, re-active, or no response.
  - CORE SSCP Team designates primary and back-up spokespeople for the situation.
  - CORE SSCP Team develops key messages that accurately reflect the status of the situation and USD's response.
  - CORE SSCP Team identifies crucial internal and external audiences and create plan of action for reaching them (statement, press conference, e-mail, Web, news release, social media, etc.).

- Communication
  - CORE SSCP Team implements communications lockdown for employees/contractors.
  - CORE SSCP Team contacts critical audiences to inform them of incident and status.
  - CORE SSCP Team coordinates messaging and media engagement with partners, if applicable.
  - CORE SSCP Team sets up channels of communication so that any change or new information about the situation is conveyed to the spokesperson and the CORE SSCP Team.
  - CORE SSCP Team arranges for media to have access to spokesperson. Prepare for interviews, if needed.
  - CORE SSCP Team monitors media coverage and social media chatter to evaluate message effectiveness. Provide timely updates to key audiences.

- CORE SSCP Team evaluates communications efforts post situation/ event for further actions.

Detailed SSCP

1. **Notification Procedures:** For on-site incidents, terminal personnel to follow notification procedures outlined in ERP/FRP to inform USD corporate of situation. For off-site incidents involving USD shipments, customer shipments or other significant incidents, USD personnel contacted will immediately notify the CORE SSCP Manager at USD corporate of situation.

   For contained incidents that are expected to have little to no business impact, USD CORE SSCP Manager will notify the CORE SSCP of incident details via phone so that local media outlets and social media platforms can be monitored for coverage.

   For serious incidents that are not contained and have the possibility of posing a major risk to USD's reputation and/or business operations, USD CORE SSCP Manager will notify CORE SSCP Team and convene assessment meeting.

2. **CORE SSCP Team --** The CORE SSCP Team will assess the situation and recommend and implement appropriate responses in order to protect and enhance the reputation of USD, identify constituencies that should be informed of the situation and conduct media management with timely, accurate and fair response to media inquiries.

   The CORE SSCP Team is as follows:

   - **Bill Frerking, Chief Administrative Officer & VP**
   - **Ron Percival, Director of Health, Safety, Environment & Security**
   - **Josh Ruple, Sr. VP & Chief Operating Officer**
   - **Keith Benson, General Council**

The CORE SSCP Team will appoint a team lead person to direct and coordinate all aspects of USD's media response to the incident and make sure that all tasks are completed. This will likely be the CORE SSCP Manager in conjunction with Public Relations Counsel.

Situational Assessment -- In order to determine whether to activate the communications plan, the SSCP Team will need to know the threat level classification. *(Level 1 – Minor but Significant; Level 2- Medium and Significant; Level 3 – Major Threat with potential high consequences)*

In addition to the threat level, the CORE SSCP Team should consider the following when assessing the impact and severity of a potential crisis:

- What is known for certain about the situation? Who knows it?
- What is possibly true but cannot be verified yet?
- What do we expect to happen next?
- What is the worst possible outcome of this crisis?
- Who may be affected by this crisis?

- Who might be blamed for this?
- Is there potential public/media interest?
- What cannot be said because of confidentiality, privacy, or other reasons?

4. **Determine Strategy** – Once the severity of the threat has been assessed, the CORE SSCP Team must decide on the best tact to respond to the situation: proactive, reactive, or no response.

   Media communication options include the following:

   - No Response: No communication about incident
   - Reactive: Respond to media inquiries
   - Reactive: Written release only
   - Reactive: On-camera statement only
   - Proactive: News conference
   - Proactive: One-on-one interviews
   - Proactive: Live interviews

   Level 1: Situation/ Incident is contained and/or does not impact daily operations substantially. No emergency response or regulatory filings necessary, and no possibility for escalation.

   Media Approach: Reactive

   1. ituation will be closely monitored by the CORE SSCP Team and assessed to determine whether further action is required.
   2. PR counsel to monitor local and social media channels for coverage.
   3. If media inquiries are anticipated, may develop a brief statement about the incident.
   4. For off-site incidents where media inquiries are anticipated, PR counsel will coordinate response with railroad media relations.
   5. CORE SSCP to notify affected customers and/or rail car owners of incident as necessary.

   Level 2: Situation/ incident poses a serious but manageable threat to the business, leaving daily operations relatively unaffected. May require emergency response or regulatory filings. Potential to generate local media interest.

   Media Approach: Reactive/Proactive

   1. CORE SSCP Team convenes to develop a game plan for ongoing response and management.
   2. For off-site incidents, PR counsel will coordinate messaging and response with railroad media relations.
   3. For on-site incidents, team may develop a statement to use in case of media inquiries or proactively release a statement/news release depending on the specifics of each incident.
   4. PR counsel to monitor local and social media channels for coverage.
   5. CORE SSCP to notify affected customers, rail car owners and other key constituencies of incident as necessary.

Level 3: Situation/ Incident poses a significant threat to the business. Emergency response and regulatory filings required. Potential for regional/national media interest.

Media Approach: Proactive

1. CORE SSCP Team convenes to develop a game plan for ongoing response and management.
2. For on-site incidents, company will likely need a corporate spokesperson from USD headquarters present to handle media inquiries. In addition to an initial statement, ongoing crises will call for daily media updates. News conferences, one-on-one interviews and/or live interviews may be necessary.
3. For off-site incidents, PR counsel will coordinate messaging and response with railroad media relations.
4. PR counsel to monitor local and social media channels for coverage.
5. CORE SSCP to notify affected customers, rail car owners and other key constituencies of incident as necessary.

5. **Designate Spokespeople** – If the CORE SSCP Team determines that the company will proactively engage the media, one individual should be designated as the primary spokesperson to represent the company, make official statements and answer media questions throughout the crisis. A back-up spokesperson should be identified to fill the position in the event that the primary spokesperson is unavailable.

   In addition to the primary and backup spokespeople, it may be necessary to designate individuals to serve as technical experts or advisors to the spokespeople depending upon the type of situation. Depending upon the specifics, other affected entities may also have spokespeople interacting with the media. It is important to obtain the identity of those individual(s) as early as possible so all statements and contacts with the media can be coordinated between the individuals and their organizations/interests whenever possible.

6. **Develop Key Messages** – When necessary, the CORE SSCP Team will develop factual, responsive messages to be used by USD and its spokespeople. If an incident involving a USD shipment occurs in transit, USD needs to ensure that its key messages complement those being used by the servicing railroad. Key message bullet points will form the core of all communications during the event, including media interviews, employee updates, and proactive phone calls/messages to key constituencies.

   Considerations for creating key messages:

   - Start with the known facts.
   - Develop a simple theme.
   - Stick to this theme in all communications.
   - Show that USD is actively dealing with incident.
   - Set the tone that USD is in control of the situation and acting responsibly.
   - Consider what the media knows already and what their potential interest is.

7. **Identify Key Constituencies** -- Below is a list of key stakeholders and the USD contact responsible for maintaining relations with each group. The CORE SSCP Team will need to determine which stakeholders may require contact in a given situationand determine the most effective method of communication to them.

Potential Stakeholders	***USD Contact***
Employees	Ron Percival
Contractors (Railserve)	Kirby Schnabel
Customers	Kirby Schnabel
Railcar owners	Blake Borgen
Government officials, regulatory agencies	Bill Frerking
Law enforcement	Ron Percival
Media	Ron Percival
Servicing railroad(s)	Josh Ruple
Gibson Energy	Josh Ruple
Bankers	Keith Benson / Adam Altsuler
Insurers	Mark Cole
USD Partners	Adam Altsuler

8. **Engage the Media** – Once the decision has been made to go public, the CORE SSCP Team will need to take steps to effectively manage the media. PR Counsel will work with the CORE SSCP Manager to oversee this process.

Media Management

When dealing with the media, it is important to remember the following:

- Ongoing media cycle demands press release updates on a regular basis. Key messages, news releases and Q&A should be updated at a minimum of daily, or as new facts emerge.
- In the first day, updates may need to be hourly depending on the severity of the incident.
- Always have a "next day" plan for any situation. The media will be updating their stories at 5 a.m. the next day.

Prior to going public, PR Counsel will coordinate with the CORE SSCP Team to:

1. Create a media list -- Determine which media are likely to cover incident in geographic region and build a media list.
2. Determine media access – If necessary, designate a media briefing area for interviews and press announcements. The location will be coordinated with the Incident Commander and CORE SSCP Manager.
3. Determine media visuals – make a strategic decision whether to allow the media to photograph an incident scene. Factors to consider: Is this public property? Are other agencies involved that would give permission over our objections? Will the media get the pictures anyway? Will we create media enemies by refusing easily obtainable pictures?

Develop Communications Materials

PR Counsel will work with the Incident Commander/ CORE SSCP Manger and USD Legal Counsel to ensure that all communications materials have been vetted and approved by USD management. Communications materials could include the following:

1. An **initial statement** consisting of a brief summary of the confirmed facts surrounding the situation to be released to the media. The statement should note concern for victims, if applicable, and should outline steps completed, underway and planned to provide assistance and accountability. If needed, the statement should provide the community information about where to go for updated information. Any statement should be reviewed and approved by the President and legal counsel. Don't let this process bog down the release of the statement to the media – omit facts in question if needed to streamline. See Appendix C for a sample statement.
2. A **Q&A** to prepare for any questions the media might ask. This is particularly helpful when preparing the spokesperson to speak before the media or for a news conference. Note: this document is for internal use only and should not be distributed to the media.
3. A **news release** giving more detailed information about the incident. Any news release should be reviewed and approved by the President and legal counsel. Don't let this process bog down the distribution of the release to the media – omit facts in question if needed to streamline.
4. Possible additional materials such as a fact sheet, backgrounder, FAQs, etc. depending upon the situation

Additional considerations for the CORE SSCP Team:

- Consider proactive communication alerting employees and other key constituencies of incident. Nothing should be distributed to these audiences that USD does not want the media to know.
- Place approved statements on the corporate Web site and/or social media accounts as appropriate. Keep the website and social media updated as a key communication tool for employees, community and media as situation level dictates.
- Set up channels of communication so that any change or new information about the situation is immediately conveyed to the Situation Communications Team and, especially, the designated spokespeople.
- Set up mechanism to access the back-up spokesperson in case primary contact person is unavailable.
- Develop a brief statement to be read by receptionist in response to incoming calls.
- Consider the use of appropriate third-party endorsers for media comments.
- Coordinate with law enforcement and emergency management per the ERP. They should take the lead role in the release of any victims' names to media.

Media Policy and Procedures

PR Counsel will act as the interface between the designated spokesperson and the media and will be responsible for handling all media inquiries, distributing all information about the situation, and documenting all media interactions. PR Counsel will maintain the Media Call Record form.

In case of a serious (level 3) emergency, distribute a company-wide message via e-mail, voicemail and/or intranet implementing a communications lockdown for employees and contractors and setting out what USD's media policy will be.

Media Policy for USD employees and contractors:

1. Do not send external e-mails about the incident or post any information or photos on social media (Facebook, Twitter, Instagram) or the Internet.
2. Never communicate with the media unless specifically requested to by USD management or the CORE SSCP Team.
3. Never say "no comment" to media. – Instead, simply respond to any media question by saying *"for the latest information on the situation, please call (name of person) at (telephone number)."*
4. Employees should not discuss an incident with anyone – reporters and attorneys do not always identify themselves.

9. **Record Keeping –** Throughout the duration of the event, it is imperative to document critical conversations and decisions, media inquiries and calls from the general public. The CORE SSCP Team Manager will appoint a member of the CORE SSCP Team to document critical conversations regarding the situation using the Communications Log (Appendix D) or by other such appropriate means identified by the team. PR Counsel will maintain the Media Call Record form, (Appendix E) as a record of media inquiry and responses. The Reception Message Form (Appendix F) will be given to the switchboard operator at USD's corporate offices and/or terminal location to log calls regarding the event from the general public.
10. **Media/Message Evaluation** – PR Counsel will monitor media coverage and social media chatter generated by the situation and will promptly contact media to correct erroneous statements made by others. The CORE SSCP Team will tweak its approach as circumstances change.

11. **Post-Situation Actions** – The CORE SSCP Team should use appropriate internal communications channels to outline the resolution of the incident, declare an end to the situation, improve morale and help employees move forward. NOTE.. Be cautious in declaring the situation over externally, as the media may use this as an opportunity to do more stories if public perception differs. Finally, the CORE SSCP Team should meet to formally debrief to evaluate what worked well and what could have been done better; file notes, talking points, press clips, and other materials; and rework theSSCP to incorporate lessons learned.

Appendix A: Pre-Planning Prior to a Situation

There will be no time during a situation to determine roles or protocols. Without prior planning, many functions will simply be lost because they require the kind of high-level planning that cannot be achieved in the midst of a crisis.

Appendix B Emergency Notification Phone Tree – Internal Use Only

If a special situation occurs when staff are not in the office and disseminating the information is critically time sensitive, this notification tree will be used to alert all affected staff members and their departments. Otherwise the SSCP CORE Team will make notifications in person as necessary . The SSCP CORE Team will assess which team members are to be notified and what rolls they play.
SSCP CORE Team members are identified below by yellow highlight.

4 C Philosophy To Be Applied

Communicate
Collaborate
Coordinate
Cooperate

Staff List

Name	Work Phone	Cell Phone	Home Phone	E-mail
Ron Percival	281.291.3921	832.563.2937	832.563.2937	rpercival@usdg.com
Dan Borgen	281.291.3909	832.428.3918	832.428.3918	dborgen@usdg.com
Josh Ruple	281.291.3998	832.217.5488	832.217.5488	jruple@usdg.com
Kirby Schnabel	281.291.3932	281.804.7829	281.804.7829	kirbyschnabel@usdg.com
Blake Borgen	281.291.3931	281.788.8357	281.788.8357	bborgen@usdg.com
Keith Benson	832.991.8514	415.302.4206	415.302.4206	kbenson@usdg.com
Bill Frerking	832.991.8411	832.470.2963	832.470.2963	bfrerking@usdg.com
Aubrey Gooden	405.715.3232	405.816.1678	405.816.1678	agooden@goodengroup.com
Adam Altsuler	281.291.3995	713.249.0426	713.249.0426	aaltsuler@usdg.com
Jennifer Waller	832.991.8383	832.253.2106	832.253.2106	jwaller@usdg.com
Mary Ellen Kilpatrick	405.715.3232	713.412.1545	713.412.1545	maryellen@goodengroup.com

Appendix C: Media Statements, News Releases, and News Conferences

(For Training Purposes Only)

Sample Media Statement

Below is a template that can be used to craft a brief initial statement in response to media inquiries about a special situation/ event. The template can be customized according to the situation at hand.

> At approximately (time) ____ am/pm on (date) _____ a (nature of incident) occurred at _____ (location of incident).
>
> There were _ (injuries and/or fatalities reported/there were no injuries or fatalities reported/the number of injuries is not yet confirmed). Names will be released after families are notified.
>
> USD Group officials are ____ (steps and actions the company has taken, is taking, or will take, if known). USD's priority is to protect the health and safety of (whoever was affected by the incident).
>
> The cause of the accident is under investigation and extent of the damage is still being assessed.
>
> This is all the information that is available at this time. We will issue updates as more information becomes available.

News Releases

All news releases issued concerning a special situation/ event should include a media contact, as well as the USD corporate boilerplate. The boilerplate copy should be reviewed at least quarterly to ensure that it is the most recent version.

USD Boilerplate

> **About USD Group LLC**
>
> USD Group LLC companies are engaged in designing, developing, owning, managing and operating large-scale rail logistics centers and other midstream infrastructure assets throughout North America. USD Group LLC is an industry leader in the development of unit-train terminals for the transportation of energy-related products. For more information, please visit the company's website at www.usdg.com.

News Conferences

In certain instances, holding a news conference about a special situation/ event is warranted. News conferences should be held as soon as possible after an incident occurs.

Preparations for a news conference should include the following:

- Development of written materials, such as a brief statement, for distribution to the media.
- Development of a Q&A of possible media questions. This document is for internal use only and should never be distributed to the media.
- Controlling access to the property, including designating an area for reporters and limiting their access to that area.

- Designating a person responsible for setting up the media area with appropriate background, lectern and/or other equipment
- Designating a person responsible for greeting and coordination of the media until spokesperson arrives

Sample News Conference Script in an Emergency Situation:

"At about (TIME) we experienced a (BRIEF DESCRIPTION OF EMERGENCY). At this point, we can't accurately tell you the extent of the damage or injuries other than to say that it has involved (SPECIFIC BUILDING AND/OR FACILITIES, IF KNOWN) and (NUMBER) people. Their names and conditions will not be disclosed until next of kin have been notified. We have requested emergency assistance from (EMS, FIRE DEPARTMENT, ETC.) and have notified our management. Members of the media are asked to stay in touch with (SPOKESPERSON'S NAME, LOCATION AND PHONE NUMBER) so they can be briefed as soon as additional information is available."

Response to Follow-Up Questions:

"That is all we can confirm at this time. I'm sure you understand that we are concentrating on the needs of our employees and their families, and we'll need your patience for a few hours. As soon as we have more information that is confirmed, it will be disclosed to the public via the news media. Anything involving USD Group personnel will be disclosed to their families first. That will be handled by our Human Resources Department. They have been alerted and are assisting us now. Please bear with us in the meantime."

Appendix D: Communications Log Form

1. Time_____ Call from/to_____
Discussion_____

2. Time_____ Call from/to_____
Discussion_____

3. Time_____ Call from/to_____
Discussion_____

4. Time_____ Call from/to_____
Discussion_____

5. Time_____ Call from/to_____
Discussion_____

6. Time_____ Call from/to_____
Discussion_____

7. Time_____ Call from/to_____
Discussion_____

8. Time_____ Call from/to_____
Discussion_____

9. Time_____ Call from/to_____
Discussion_____

10.Time Call from/to_____

Appendix E: Media Call Record

This log is to be maintained by a designated member of the CORE SSCP Team to provide a chronological reference of communications regarding the event.

Your Name:

Deadline _____

Event/Topic Date

Reporter

Organization

Telephone Fax

E-mail address

Preferred Method of Contact

Questions

Action Taken, Other Comments

Appendix F: Emergency Message Form

This form is to be used by USD Reception at the corporate office and at each company terminal/ location. Simply document the date, Time, Name of Caller, Subject of the Message and who they were refer to on this form.

Remember, DO NOT give out any information about the incident or event they are calling about and let them know to whom you are referring them to if for some reason they should be disconnected.

Date	Time	Name of Caller	Subject/ Message	Referral

Appendix G: SSCP Quick Checklist/ Decision Tree

- Notification
  - USD SSCP Manager to alert CORE SSCP Team of incident and schedule strategy meeting for serious situations that are not contained.
  - CORE Team members will contact those key individuals as identified by the CORE Team of the existing situation.

- Assemble
  - The CORE SSCP Team meets in person or via conference call to review the situation and manage communications surrounding the issue.

- Assessment
  - CORE SSCP Team assesses the situation.
  - CORE SSCP Team determines media response – pro-active, re-active, or no response.
  - CORE SSCP Team designates primary and back-up spokespeople for the situation.
  - CORE SSCP Team develops key messages that accurately reflect the status of the situation and USD's response.
  - CORE SSCP Team identifies crucial internal and external audiences and create plan of action for reaching them (statement, press conference, e-mail, Web, news release, social media, etc.).

- Communication
  - CORE SSCP Team implements communications lockdown for employees/contractors.
  - CORE SSCP Team contacts critical audiences to inform them of incident and status.
  - CORE SSCP Team coordinates messaging and media engagement with partners, if applicable.
  - CORE SSCP Team sets up channels of communication so that any change or new information about the situation is conveyed to the spokesperson and the CORE SSCP Team.
  - CORE SSCP Team arranges for media to have access to spokesperson. Prepare for interviews, if needed.
  - CORE SSCP Team monitors media coverage and social media chatter to evaluate message effectiveness. Provide timely updates to key audiences.

- CORE SSCP Team evaluates communications efforts post situation/ event for further actions.

Appendix H – CURA/USD Service Contract
CURA/NRC Environmental Services Inc. Service Contract

Reviewed March 2023
Agreement still valid per Chris Laney at CURA. (rp)

Cura Emergency Services, L.C.
SERVICE AGREEMENT

THIS AGREEMENT, made this 10th day March, 2022, by and between **USD Group, LLC** (hereinafter "Client") and **Cura Emergency Services, L.C.,** (Corporate Office) 6205Chapel Hill Blvd., Suite 100, Plano, Texas 75093 (hereinafter "CES").

WITNESSETH:

WHEREAS Client desires to retain CES to furnish emergency and other technical services to Client at various locations

WHEREAS, CES, having represented that it has the necessary skill and expertise to perform such services, desires to furnish such services to Client.

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

a. "Contract Price" shall mean all amounts to be paid by Client to CES in connection with a particular Project whether for a fixed price or on a time-and-materials basis.

b. "Deliverables" shall mean all reports, plans, designs, data and other physical product produced or developed by and any equipment or other items from third-party vendors to be provided by CES.

c. "Project" shall mean the Work and Deliverables to be provided.

d. "Work" shall mean the emergency and/or technical services as stated in Exhibit A, the scope of work and other services performed, or to be performed, by CES pursuant to this Agreement.

2. THE WORK.

a. CES, in consideration of the amounts to be paid it by Client as hereinafter set forth, shall perform such Work as may from time to time be directed by Client and for which CES shall assign separate Project numbers for the purpose of defining activities and costs.

All Work shall be performed to the satisfaction of Client and in accordance with the terms and conditions and any and all plans, specifications, requirements, acceptance criteria, and performance guarantees outlined in this Agreement, and in a manner consistent with that level of care and skill ordinarily exercised by members of the management consulting profession as appropriate practicing in the same locality under similar conditions, and as of the time the work contemplated herein is performed.

b. CES agrees to furnish and pay for all labor, materials, services supervision, tools and equipment necessary to perform the Work.

c. It is understood that, notwithstanding any plans, specifications or other expressed descriptions of the Work to be performed hereunder, Client is relying on CES's skill and judgment to accomplish the Work in a manner satisfactory to Client.

3. TIME OF COMPLETION.

Time of completion of the Work is a material consideration under this Agreement and CES will use its best efforts to adhere to any and all such deadlines, schedules or timetables as set forth by Client.

4. PAYMENTS.

a. Payment of the Contract Price shall be made by Client in accordance with this Agreement for the engagement to which the Work relates. Invoices will be issued monthly. Rates will be billed on a time-and-materials basis in accordance with CES' rate schedule, a copy that is attached hereto as Exhibit B and incorporated herein. Payment of invoices shall be due within thirty (30) days from Client's receipt of each invoice.

b. CES will be reimbursed and paid all or a portion of the Contract Price on the basis of costs and expenses actually and necessarily incurred in the performance of the Project, CES shall submit with each invoice or application for payment such other data or documentation supporting CES's right to payment as may be required by Client including, without limitation, receipted bills for all labor, and materials and equipment furnished, and payments made to subcontractors, vendors or suppliers.

c. Client agrees to make payment to CES for services rendered hereunder in the terms specified above, regardless of whether Client or another person or entity is legally responsible for remediation of the environmental conditions involved and regardless of whether Client is entitled to reimbursement for such costs from his or from some other person's or entity's insurance carrier.

d. Client acknowledges that Cura Emergency Services (CES) is an emergency response vendor, and as such strives to respond immediately to incidents on a 24-hour basis. CES assumes that when activated by Client, there is sufficient and adequate coverage in effect to cover the reasonable and customary costs of both CES and our designated contractors for any and all services requested. CES also assumes that the services requested by Client will be scope of services described herein unless otherwise specified. Invoicing will be sent to Client for payment for requested services regardless of final coverage.

5. ACCEPTANCE AND FINAL PAYMENT

a. Upon receipt of written notice that Work and/or Deliverables for a Project are ready for final inspection, Client shall have a reasonable period of time (not to exceed thirty (30) days) to inspect the Work and Deliverables. In the event Client determines that the Work or Deliverables are not free of material errors or deficiencies, Client shall so notify CES and shall describe the reasons why the Work or Deliverables are not acceptable and CES shall have fifteen (15) days from the date of such notice to correct any and all described deficiencies in the Work. The above procedure shall be repeated until Client accepts the Work and Deliverables. Final payment of the Contract Price, shall be due thirty (30) days after Client accepts the Work and Deliverables.

6. TITLE TO THE WORK AND DELIVERABLES; GUARANTEES.

a. Ownership of, and all right, title and interest in any and all Deliverables shall vest in Client free and clear of all liens, claims, security interests or encumbrances. It is expressly understood and acknowledged that Deliverables produced or developed by CES are specially ordered by Client and, to the extent that they constitute copyrightable works, are intended to be works made for hire under the United States copyright laws. In the event that a court of competent jurisdiction determines that the Deliverables produced or developed by CES do not constitute works made for hire under United States copyright laws, CES shall immediately assign to Client without any additional consideration, any and all right, title, and interest which CES may have in such Deliverables, including any copyrights under the laws of the United States or of any other jurisdiction. In addition, any and all right, title and interest which CES may have in such Deliverables, including any copyrights under the laws of the United States or of any other jurisdiction,

are hereby irrevocably assigned by CES to Client in perpetuity. CES shall assist and cooperate with Client and execute all appropriate documents to perfect Client's rights in the Deliverables described herein.

b. CES guarantees to Client that the Work will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

c. In addition to CES's guarantees, CES shall secure for the benefit of Client the best available guarantees of third party vendors, subcontractors and suppliers with respect to portions of the Work finished by them and Deliverables developed or provided by them, and CES shall use its best efforts to enforce such guarantees and to cooperate with Client in Client's enforcement of such guarantees.

7. INDEMNIFICATION.

CES shall protect, defend, indemnify and hold Client and its agents, employees and related companies harmless from any losses, costs, expenses (including attorneys fees and court costs), claims (including claims of CES's employees) damages, demands, liabilities, suits, actions, recoveries and judgments (collectively "Losses") to the extent such Losses are caused by the negligent performance or negligent non-performance by CES, its employees or agents of its obligations under this Agreement, except to the extent that any Loss is caused by the negligence of Client, its agents and employees. As to any claim made by Client hereunder, CES expressly waives any insulation from liability or immunity from suit with respect to injuries to CES's employees which may be extended to CES as a result of any payments made by CES to such employees or under any applicable worker's compensation statute or similar law or judicial decision.

The Client shall protect, defend, indemnify and hold CES and its agents, employees and related companies harmless from any losses, costs, expenses (including attorneys fees and court costs), claims (including claims of CES's employees), damages, demands, liabilities, suits, actions recoveries and judgments (collectively "Losses") to the extent such Losses are caused by the negligent performance or negligent non-performance by Client its employees or agents of its obligations under this Agreement, except to the extent that any Loss is caused by the negligence of CES, its agents and employees. As to any claim made by CES hereunder, Client expressly waives any insulation from liability or immunity from suit with respect to injuries to Client's employees which may be extended to Client as a result of any payments made by Client to such employees or under any applicable worker's compensation statute or similar law or judicial decision.

8. TERM; TERMINATION; SUSPENSION.

a. This Agreement is effective from the date on which it is executed by the parties unless terminated by either party in accordance with this section. Completion of Work under any specific Project or Client's failure to order additional Projects hereunder shall not terminate this Agreement unless terminated in writing by either party, it being the intent of the parties to leave this Agreement in effect in the event of future Projects.

b. If CES, in the opinion of Client fails at any time to perform in a good and workmanlike manner, or fails to perform the Work efficiently or diligently, or if CES should fail to make prompt payment to subcontractors or vendors or suppliers for materials or labor, or disregards laws, ordinances, or the instructions of Client or otherwise should breach any provision of this Agreement, or if CES should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business or make a material liquidation of assets, then Client shall have the right (without prejudice to any other right or remedy) to terminate the applicable Project or this Agreement in its entirety and to take possession and control of any or all materials, subcontracts, tools and appliances or Work Product then in progress and finish the Work and Work Product by whatever method Client may deem expedient. Thereupon, CES shall not be entitled to receive any further payment until the Work is finished. If after completion by Client the unpaid balance of the Contract Price shall exceed the expense of finishing the Work, including compensation for additional managerial or administrative work, such excess shall be paid to

CES. If such expense shall exceed the unpaid balance of the Contract Price, CES shall pay the difference to Client.

c. The Client shall have the right to terminate any Engagement or this Agreement in its entirety at any time and for any reason or no reason. Such termination shall be effective immediately after Client gives written notice of such termination to CES unless otherwise specified in such termination notice. In the event of such termination, CES shall have ten (10) days to remove itself and all equipment, supplies and materials used in the performance of the Work for the particular Engagement or for all ongoing Work under this Agreement, as applicable, from Client's premises, and to deliver all applicable completed or incomplete Work Product to Client. In the event of such termination CES shall be paid for that portion of the Work satisfactorily completed and Deliverables delivered in accordance with the Agreement up to the time of termination and CES may submit a proposal for equitable adjustment in the Contract Price for any terminated Projects to account for any costs of demobilization and direct termination expenses to the extent such costs are solely attributable to the termination and are actually incurred by CES. Such adjustments shall be reasonably determined by both parties.

d. The Client may suspend further performance of Work by CES under a particular Engagement upon five (5) days prior written notice. Suspensions for any reason exceeding thirty (30) days will, at the option of either party, make such Engagement subject to termination or re-negotiation. All suspensions will extend the Engagement completion date for specified services commensurately, and CES will be paid for services performed to the suspension date and for any additional costs reasonably and actually incurred as a result of such suspension.

9. SUBCONTRACTORS.

CES shall cause each approved subcontractor to be bound by the terms of this Agreement relevant to the portion of the Work to be performed by such subcontractor and to assume toward CES such obligations and responsibilities that will insure that no arrangement or agreement with any subcontractor is inconsistent with this Agreement or adversely affects Client's exercise of its rights hereunder. Nothing contained herein shall create any contractual relationship between Client and any subcontractor.

10. PERMITS; GOVERNMENTAL REGULATIONS; THE CLIENT'S SAFETY RULES.

a. CES agrees to obtain all licenses and permits with respect to the Work that are required to be issued in CES's name and to pay all fees and charges in connection therewith or otherwise which are or may be lawfully demanded or required by any governmental authority and also to pay all license fees or occupation taxes or other like charges required to be paid by any person or firm engaged in the Work. CES shall, as a part of its expenses, assume and pay all taxes that may be charged or assessed upon the pay of employees and the sale or use of materials used by CES, unless such materials are furnished by Client.

b. The Work and CES's and Client's obligations hereunder shall be subject to and comply with all applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force, including, to the extent applicable, but not limited to (a) the Fair Labor Standards Act of 1938, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Age of Discrimination in Employment Act of 1967 (d) Section 503 of the Rehabilitation Act of 1973; (e) Executive Order 11246; (f) the Vietnam Era Veterans Readjustment Assistance Act of 1974; (g) The Occupational Safety and Health Act; (h) The Civil Rights Act of 1991; (i) The Americans with Disabilities Act; and (j) any and all rules, regulations and orders pertaining to the above.

c. CES agrees, to the extent applicable, to comply with (a) The Equal Opportunity Clause; (b) the Certification of Non-segregated Facilities required by Paragraph (7) of Executive Order 11246; (c) the utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting Program Clauses; (d) the Affirmative Action for Handicapped Workers Clause; and (e) the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause, which are by this reference, incorporated herein and made a part hereof.

d. CES agrees, to the extent applicable, (a) to file annually a complete, timely report on Standard Form 100 (EEO-1) and (b) to develop and maintain for each of its establishments a written affirmative action compliance program which fulfills the requirements of 41 C.F.R. 60-1.40 and Revised Order No. 4(41 C.F.R.-60-2.1 et seq.).

e. CES shall comply with all safety rules, regulations and policies of Client which apply to the Work, CES, or its employees or subcontractors. CES shall provide its employees with all proper training (including hazard communication training) and personal protective equipment necessary for them to perform the Work in a safe and efficient manner and shall familiarize its employees with the applicable OSHA regulations and Client safety rules, regulations and policies. CES shall notify Client immediately of any unsafe working conditions at the jobsite observed by CES or its employees or subcontractors and shall not require its employees or subcontractors to continue to work in any unsafe area until such condition is corrected or otherwise ceases to exist. CES shall ensure that its subcontractors understand and specifically agree to comply with this Paragraph.

11. ADJUSTMENTS IN CONTRACT PRICE, CHANGES IN THE WORK.

Client may, at any time during the progress of the Work for any Project, alter, subtract from, or add to the Work for any such Project without this Agreement. Extra work required because of such change in the Project will be done as directed in writing by Client, either for a fixed price or on a time and material basis, as agreed to by both parties.

No extra work or changes shall be made unless pursuant to a written order from Client and no claim for an addition or reduction of the Contract Price shall be valid unless pursuant to a written order from Client.

12. INSURANCE AND PROTECTION OF THE WORK AND PROPERTY.

a. CES shall, during the performance of this Agreement, keep in force the following insurance: Statutory Workers' Compensation Insurance, including Employer's Liability Insurance for its employees; Comprehensive General Liability Insurance including CES's Products and Completed Operations and Blanket Contractual with limits of $1,000,000 one occurrence and $2,000,000 aggregate. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles and other vehicles, covering bodily injury and property damage with limits of $1,000,000 any one (1) occurrence.

b. All such policies of insurance shall contain a provision that the same shall not be canceled without first giving thirty (30) days' prior written notice thereof to Client.

c. CES shall exert all reasonable efforts to protect Client property from damage or loss arising in connection with the Work.

13. REPRESENTATIONS AND WARRANTIES.

Client represents and warrants to CES that:

a. Client shall furnish or cause to be furnished to CES documents and information that relate to the identity, location quantity, name or characteristics of any hazardous waste or other toxic substance at, on, or under the site of CES's Work. Client will also furnish or cause to be furnished documents and other information known to Client on surface and subsurface site conditions required by CES for proper performance of its services.

b. Unless otherwise specified and agreed to by Client and CES, CES does not undertake to report to any federal, state or local public agencies or officials any conditions at the project site.

c. Unless otherwise agreed to by CES in a scope of work, Client has obtained or will obtain, all permits, licenses and approvals required for the performance of the Work which must be issued in Client's name.

14 DISPOSAL OF CONTAMINATED MATERIAL.

It is understood and agreed that CES is not, and has no responsibility as, a handler, generator, operator, treater, storer transporter of disposer of hazardous of toxic substances found or identified at any site of CES's Work. At the request of Client, CES shall undertake to consult and advise Client regarding the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at such site and determined to be attributable to Client.

15 STATUTORY COMPLIANCE.

Nothing contained within this Agreement shall be construed or interpreted as requiring CES to assume the status of an owner, arranger, operator, generator, storer, treater, transporter, disposal facility or other responsible persons as those terms are defined and used in the Resource Conservation and Recovery Act, 42 U.S.C.6901, et seq., as amended (hereinafter "RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.9601, et seq., (hereinafter "CERCLA" or "Superfund"), and the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601, et seq., as amended (hereinafter "SARA"), and all implementing regulations, or to assume obligations under any similar federal, state, or local statute or ordinance or implementing regulations, including all obligations under RCRA, CERCLA, or SARA governing the treatment, transportation, storage, handling or disposal of waste.

16. NOTICE.

Any notice required or permitted to be given under this Agreement shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereof fully prepaid, addressed as follows:

To: USD GROUP LLC
811 MAIN STREET # 2800
HOUSTON, TX 77002
Attn: Ronald Percival, Director HSSE

To Consultant: Cura Emergency Services, L.C.
6205 Chapel Hill Blvd., Suite 100
Plano, Texas 75093
Attn: Johnson Ellis

provided that the address hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

17. CONTROLLING LAW.

This Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Texas.

18. REMEDIES AND WAIVER.

The remedies specified herein shall be cumulative and in addition to any other remedies available at law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision or of the entire Agreement.

19. ASSIGNMENT.

CES shall not assign this Agreement in whole or in part or any rights or obligations hereunder without the prior written consent of Client, nor shall the same be transferred by operation of law or by any execution sale or by any receiver or trustee in bankruptcy or otherwise, without Client's written consent, and any attempted or purported assignment or transfer thereof without such prior written consent shall be void and shall confer no rights on the assignee or transferee. Except as hereinabove provided, this Agreement shall inure to and be binding upon the assignees and successors in interest of the parties hereto.

20. ATTORNEYS' FEES.

In the event either party hereto institutes any suit or action to enforce its rights hereunder, the successful party in any such suit or action shall be entitled to recover from the other such sum as the court may adjudge reasonable as attorney's fees in such suit or action and on any appeals therefrom except as otherwise provided herein.

21. CAPTIONS.

Captions are inserted for convenience of reference only and shall not be considered as being as of any significance whatsoever in the construction and interpretation of this Agreement.

22. SECRECY/CONFIDENTIALITY.

CES shall not at any time, either prior to or after the termination of this Contract, without Client's express written permission, make use of (except for Client's direct benefit as authorized herein), disclose or allow to be disclosed to others any Work Product generated in its performance of this Agreement, or any confidential information or trade secret regarding Client's products, business, customers, processes, techniques or operations learned by CES incident to its performance hereunder. CES shall treat all such materials and information with the same degree of care as it applies to its own confidential and proprietary information and shall use such information and materials only in the performance of the Work under this Agreement.

Client will maintain as confidential any documents or information provided by CES that are labeled as proprietary. Client will not release, distribute or publish to any third party CES's proprietary Subcontractor list, without prior permission of CES.

23. ALCOHOLIC BEVERAGES AND DRUGS.

CES hereby acknowledges that Client has informed CES of its policy that being under the influence of, bringing in, possessing, providing, manufacturing or other production of, buying, selling or using alcoholic beverages, unauthorized drugs or controlled substances on Client's property or in Client's vehicles is strictly prohibited. CES understands and agrees to follow this policy during the performance of this Agreement.

24. RIGHT OF ENTRY/SITE OPERATIONS.

Client will provide rights of entry and access for CES and necessary permissions in order for CES to perform its services on Client's premises. While CES will take reasonable precautions to prevent damage to property on Client's premises, it is understood that in the normal course of work some incidental damage due to ordinary wear and tear may occur to surface features, the corrections of which is not part of this Agreement.

25. SEVERABILITY.

In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

26. SURVIVAL.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CES shall survive the completion of the Work and the termination of this Agreement.

27. ENTIRE AGREEMENT.

The terms and provisions of this Agreement, and all Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements either oral or written, between the parties in writing, signed by the duly authorized officers or representatives of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, in duplicate, the day and year first hereinabove written.

Cura Emergency Services, L.C.		**Client:** USD Group LLC	
By:	Chris Levey	By:	Ron Percival, Director HSSE
Name:	Chris Levey	Name:	Ron Percival -
Title:	Vice President	Title:	Director HSSE
Date:	3/10/2022	Date:	3/9/2022

USDG CURRENT LOCATIONS – UPDATED March 9, 2022X 2023

Headquarters:

USD Group, LLC
811 Main Street, Suite 2800
Houston, Texas 77002
Contact: Ron Percival, HSSE Director
(281) 291-3921 Office
(832) 563-2937 Cell
rpercival@usdg.com

Bayport Rail Terminal
9590 New Decade
Pasadena, Texas 77507
Contact: Charles Christy, Terminal Manager
(281) 291-3915 Office
(832)-264-9330
cchristy@usdg.com
Potential Spill Hazards – Liquids from Rail Cars

West Colton Rail Terminal
1920 South Sycamore
Bloomington, California 92316
Contact: Gavin Jenkins, Terminal Manager
(909) 546-3007 Office
(442).307.2644Cell
gjenkins@usdg.com
Potential Spill Hazards – Ethanol from Rail Cars

TDWP 1, LLC
2555 Penn City Blvd.
Houston, Texas 77015
Contact: Jon Harris, Terminal Manager
(877) 339-4721 Office
(713).249.5399 Cell
jharris@usdg.com
Various liquids and solids in railcars

USD Terminals Canada ULC (Physical Site Address)
423051 Range Road 92
Municipal District of Provost No. 52
Hardisty, Alberta T0B 1V0
Terminal Manager: Clayton Gates
(780) 888-4310 Office
cgates@usdg.com

(780) 888-4311
cgates@usdg.com
Potential Spill Hazards – Crude Oil Unit Train Loading Terminal
USD Terminals Canada ULC (Mailing Address for Above)
Box 140
Hardisty, Alberta T0B 1V0

Richmond Rail Terminal LLC
520 Gordon Avenue
Richmond, Virginia 23224
Regional Manager: Charles Christy
(832)-264-9330Cell
cchristy@usdg.com
Potential Spill Hazards – Ethanol

Port Arthur Terminal
7200 Highway 87 East
Port Arthur, Texas 77642 Division
Director: Justin Sharpe
(409).217.7148 Office
(346).310.9418 Cell
jsharpe@usdg.com
Petroleum Crude in tanks, railcars

Casper Crude to Rail Terminal
6850 North Six Mile Road
Casper, Wyoming 82604
Regional Manager: Jeremy Norris
(307) 315 .0373 Cell
jnorris@usdg.com
Potential Spill Hazards – Crude Oil

Stroud Crude Terminal
710 Richard James Avenue
Stroud, Oklahoma 74079 Terminal
Manager: Alan Fletcher (817)
692-3961 Cell
afletcher@usdg.com
Potential Spill Hazards – Crude Oil

TDW Deer Park Terminal, LLC
5900 Highway 225, Gate 22
Deer Park, Texas 77536
Contact: on Harris, Terminal Manager
(877) 339-4721 Office
(713).249.5399 Cell
jharris@usdg.com
rboemio@usdg.com
Diesel fuel in tanks and railcars

USD Clean Fuels Facility
830 W 18th St
National City, CA 91950
Gavin Jenkins TD
713-249-5399
gjenkins@usdg.com
Railcars with Reneable Diesel and Ethanol

EXHIBIT A

SCOPE OF SERVICES

EMERGENCY SERVICES

CES will provide client with Emergency Services at various locations throughout all 50 states, Canada, Puerto Rico, and the Virgin Islands to abate and remediate fuel, hazardous material and other unauthorized releases on client's and/other's properties. These services are provided 24 hours a day, 365 days a year.

Upon receiving verbal authorization from client regarding an emergency incident, CES's specific Emergency Services will include:

- CES will obtain available incident information from client personnel, as well as any on-site personnel.
- CES will assess the level of response required and CES will notify our emergency response subcontractor in the area to respond to the incident.
- CES will manage the on-site emergency response and clean-up operations.
- CES will make the necessary regulatory notifications, as applicable.
- CES will submit a final report to client and the appropriate regulatory agencies.
- CES will prepare and submit other reports as directed by the client.

EXHIBIT B

FEE SCHEDULE

CURA
EMERGENCY SERVICES
ENVIRONMENTAL

Cura Emergency Services, L.C. Fee Schedule

Effective: *RENEWAL OF JULY 2010 RATES*

USD GROUP, L.L.C.

Schedule of Hourly Charges by Personnel Classification

Standard Emergency Response Rates

Incident Manager/Technical Specialist	$95.00/hr.
Incident and Administrative Support	$65.00/hr.
Communication Fee	$50.00/incident
After Hours Initiation (in lieu of CES Overtime)	$75.00/incident

Major Incident/Onsite Management Response Rates

Onsite/Major Incident Management	$225.00/hr.
Certified Hazardous Materials Manager	$125.00/hr.
Principal	$125.00/hr.
Senior Incident Manager/Senior Technical Specialist	$100.00/hr.

Reimbursable expenses (contractors) will be billed at cost plus 10%.

Standard Emergency Response rates apply to projects CES manages remotely. In cases where client requests that CES manage the project in the field, onsite management rates will be applied. CES will obtain approval from client prior to mobilizing CES personnel to the site.

CES' regular business hours are Monday - Friday, 8:00 a.m. - 6:00 p.m. Central Time. CES overtime rates are replaced with a flat $75 per incident charge. This charge will be assessed on projects initiated outside of the regular CES business hours as defined above. Subcontractor rates may include overtime.

If mobilized by client, client agrees to make payment to CES for services rendered regardless of whether Client or another person or entity is legally responsible for remediation of the environmental conditions involved and regardless of whether Client is entitled to reimbursement for such costs from his or from some other person's or entity's insurance carrier.

CES Charges are due and payable within thirty (30) days after client's receipt of invoice. Interest will be charged at the rate of 1½% per month for late payments. This schedule is subject to revision with written notice, in accordance with normal salary and cost review practices of Cura Emergency Services, L.C. (CES).

Cur mergency Services - Standard Contractor eement

This is an Agreement made this 9th day of November in the year 2001 by and between Cura Emergency Services, L.C. (CONSULTANT), at 2735 Villa Creek Drive, Suite 275, Dallas, TX 75234 and SWS, Environmental First Response (CONTRACTOR), at 1619 Moylan Rd., Panama City Beach, Florida 32407

CONTRACTOR shall furnish the services referred to below. The project to which such services apply is referred to herein as the Project and is described generally as follows:

Emergency Response Services

CONSULTANT has made an agreement (the Prime Agreement) with various Owners, which provides for furnishing professional services in connection with the Projects. The part of the Project for which CONTRACTOR is to furnish services is hereinafter called "This Part of the Project." The CONTRACTOR is responsible to render the CONTRACTOR's services in conformance with prudent professional practice.

CONSULTANT is the prime professional with respect to CONTRACTOR's services to be performed under this Agreement. The CONTRACTOR is responsible for coordination of the CONTRACTOR's services. All of CONTRACTOR's communications to or with Owner or CONSULTANT's other contractors will be through the CONSULTANT. CONTRACTOR is CONSULTANT's independent consultant for This Part of the Project, responsible for the means and methods used in performing CONTRACTOR's services, and is not a joint-venture with CONSULTANT. CONTRACTOR shall at CONTRACTOR's expense obtain all data and information (other than that referred to in paragraphs 2.1 and 2.2) necessary for the performance of CONTRACTOR's services. CONTRACTOR is responsible to see that the documents prepared by CONTRACTOR and the services CONTRACTOR renders hereunder conform to regulations, codes and special requirements of the place where the Project is located.

SECTION 1 - ADDITIONAL SERVICES OF CONTRACTOR

When authorized in writing by CONSULTANT, CONTRACTOR shall furnish services, in addition to This Part of the Project. As further Additional Services are requested by CONSULTANT, this Agreement will be supplemented by Addendum to describe them and indicate the method of compensation therefor. Only services expressly requested in writing by CONSULTANT shall be authorized.

SECTION 2 - CONSULTANTS RESPONSIBILITIES

CONSULTANT shall:

2.1. Furnish additional data relative to the requirements of This Part of the Project to the CONTRACTOR as it becomes available.

2.2. Place at CONTRACTOR's disposal information prepared by others which is available to CONSULTANT and which CONTRACTOR considers needed and pertinent to this Part of the Project.

2.3. Request Owner to guarantee access to and to make all provisions for CONTRACTOR to enter upon public and private property as required for the performance of services.

SECTION 3 - PERIOD OF SERVICE

CONTRACTOR recognizes that the services of CONSULTANT and others involved in the Project are dependent upon the timely performance of CONTRACTOR's services. CONTRACTOR shall perform such services in the same character, timing and sequence as CONSULTANT is required to perform CONSULTANT's services under the Prime Agreement. Time is of the essence in regard to CONTRACTOR meeting all schedules set forth by Consultant.

SECTION 4 - PAYMENTS TO CONTRACTOR

4.1. Methods of Compensation.
Compensation shall be as set forth in the individual work authorizations.

4.2. Mark-ups for reimbursable expenses and waste disposal will be limited to a maximum of **10%.**

SECTION 5 - GENERAL

5.1. CONTRACTOR shall at CONTRACTOR's expense furnish to CONSULTANT all reproductions of CONTRACTOR's work and information required by CONSULTANT for performance of CONSULTANT's services under the Prime Agreement or for review of CONTRACTOR's services while in progress.

5.2. Arbitration.

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of our relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in qu would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto which include monetary claim must contain a statement that the total sum or value in controversy alleged by the party making such demand or answering statement is not more th $15,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $15,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which total more than $15,000 (exclusive of interest and costs).

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, and person or entity who is not a party to this Agreement.

5.3. Insurance.

CONTRACTOR shall provide and maintain in affect for this Part of the Project the following minimum amounts and types of insurance: (a) Worker's Compensation, including Occupational Disease coverage in accordance with the laws in the jurisdiction(s) of the work area and Employers' Liability Insurance with a limit of not less than $500,000 each accident; (b) Comprehensive General Liability including coverage for contractual liability insuring the indemnity provision set forth in this Agreement and Products Completed Operations coverage with limits of not less than $500,000 applicable to bodily injury, sickness or death for any one occurrence and $500,000 for loss of or to property for any one occurrence; (c) Automobile Liability coverage for owned, non-owned, hired, and all vehicles used by CONTRACTOR with limits of not less than $500,000 applicable to bodily injury, sickness, or death of any one person, $500,000 for more than one person for any one occurrence, and $500,000 for loss of or damage to property for any one occurrence, and (d) Excess (Umbrella) Liability coverage following form for (a), (b), and (c) above, with a combined single limit for bodily injury and property damage of not less than $1,000,000.

The CONTRACTOR shall provide new certificates of insurance to the CONSULTANT upon the renewal and/or the reduction of coverage or carrier change.

5.4. Indemnification

The CONTRACTOR agrees to indemnify, hold harmless, and defend CONSULTANT from any and all liability, claims, demands, suits, actions, proceedings, loss, costs, and damage of every kind and description, including attorney fees, interest, court costs, and expense which may be brought or made against CONSULTANT, at anytime whatsoever, because of injury or damage to persons (including claims for the death of any person or persons) or property, received or sustained by reason of any act or omission of the CONTRACTOR, or their subcontractors or the work itself or any contingency arising therefrom. This provision shall not apply in the event of claims, demands, suits, actions, proceedings, loss, costs, and damage which shall arise by reason of the sole negligence of the CONSULTANT.

The CONSULTANT shall be an additional insured on the CONTRACTOR's comprehensive general liability policy from the date of this agreement.

5.5. Successors and Assigns.

CONSULTANT and CONTRACTOR each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither CONSULTANT nor CONTRACTOR shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CONSULTANT and CONTRACTOR and, to the extent specifically provided herein, to Owner.

5.6. Governing Law.

This Agreement shall be governed by the laws of the State of Texas and any action at law or other judicial proceeding arising form this Agreement shall be instituted only in Dallas County Circuit Court, Dallas, Texas, and shall not be removed to Federal Court, nor shall venue be changed to any other Circuit Court.

5.7. Scope of Agreement.

This document, including the exhibits which are identified herein and attached hereto and which are hereby made a part hereof and incorporated herein by reference, constitutes the entire agreement between CONSULTANT and CONTRACTOR. There are no conditions, agreements or representations between the parties except those expressed herein. This Agreement may only be altered, amended or repealed by a duly executed written instrument. It is not the intent of the parties to this Agreement to form a partnership or joint-venture.

5.8. Termination of Agreement.

This Agreement may be terminated by either party by [illegible]n days written notice in the event of substantial failure to perform in accordance [illegible]he terms of this Agreement by the other party through no fault of the terminating party or by change in the project scope or schedule by circumstances beyond the control of the CONSULTANT. If this Agreement is terminated, the CONTRACTOR shall be paid for services performed to the termination notice date.

SECTION 6 - SPECIAL PROVISIONS

6.1. CONTRACTOR shall be solely responsible for maintaining all safeguards for the safety and protection of all persons and property that may come in contact with CONTRACTOR'S work area. CONTRACTOR shall comply with all safety and health requirements of any federal, state or local safety, health, or environmental regulatory agencies as well as those safety and health requirements of CONSULTANT or CONSULTANT'S clients and shall cause its employees and agents to so comply.

6.2. The parties hereto [illegible]that consultant is not and shall not be considered (i) the owner of material, subst[illegible]es, or wastes; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste.

6.3. Where required by the nature of the work to be performed, CONTRACTOR will use on the premises, only those employees who have been properly trained in the work to be performed. That training may include the OSHA required 40-Hour Occupational Safety and Health Training for Hazardous Waste Operations course, certified first aid, cardiopulmonary resuscitation, or other training.

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective as of the day and year first above written.

Consultant:

Cura Emergency Services, L.C.

CHRIS LENEY
(Name)

Chris Leney
(Signature)

Director of Operations
(Title))

November 11, 2001
(Date)

Contractor:

SWS, Environmental First Response
(Company)

James J. Weber Jr.
(Name)

(Signature)

President
(Title)

November 9, 2001
(Date)

Addendum "D"
Emergency Response Services Agreement

This Addendum "D" amends and modifies that certain Emergency Response Services Agreement ("Agreement") dated March 12, 1998 by and between Cura Emergency Services L.C. ("CES"), and Foss Environmental Services Company. The parties agree that this Addendum "D" supersedes and governs the provisions of the Agreement to the extent specifically amended hereby. Once executed by the parties, this Addendum "D" replaces Addendum "C" effective May 1, 2016.

A. Parties

Whereas Foss Environmental Services Company's name was changed to NRC Environmental Services Inc. in January of 2004 and the references in the Agreement to "Foss Environmental Services Company" and "FOSS" the Agreement amended to refer to and apply to "NRC Environmental Services Inc." and "NRCES" known collectively as the Parties; and

Whereas, CES and NRCES desire to amend the Agreement to expand the definition "NRCES" in the Agreement to include affiliated entities.

Now, therefore, the Parties agree to amend the definition of "NRC Environmental Services Inc." to be "National Response Corporation" and "NRCES" shall be amended to "NRC" to refer and apply to National Response Corporation. CES further agrees that NRC may at any time, without prior written consent, delegate the performance of the work, or any portion thereof, to its Affiliates. For the purpose of this Addendum "Affiliate" is defined as any entity that has shared control and ownership with NRC.

B. Replace Section 4.1 with the following 2 paragraphs:

4.1 Unless otherwise specified in a particular Work Authorization, for all Services performed, CES shall pay NRC on a time and materials basis in accordance with the terms and rates set forth in EXHIBIT "A", NRC Price List, dated February 18, 2016. The rates set forth in EXHIBIT "A" shall be firm from the date of execution through February 18, 2017. NRC reserves the right to modify such rates thereafter on an annual basis on or about February 18, provided however, that no such rate change will take effect until thirty (30) days after NRC provides written notice of the rate change to CES. Notwithstanding contrary provisions in EXHIBIT "A" or any future price list applicable to this Agreement, all equipment rental, subcontractor charges, disposal charges, material costs and other third party charges for services, materials or equipment not listed on EXHIBIT "A" shall be paid for by CES at actual cost plus fifteen percent (15%).

Throughout the term of this Agreement, CES shall be entitled to a discount of five percent (5%) off of the total amount invoiced for labor, equipment and materials provided directly by NRC. This discount amount shall not apply to third party charges. This discount will be reflected on each invoice submitted by NRC.

C. Replace section 4.3 with the following paragraph:

4.3 Balances outstanding more than sixty (60) days after the invoice date shall be deemed delinquent and subject to a finance charge of one and one-half percent (1 1/2%) per month or the highest amount of interest allowed by law, whichever is less.

D. The respective addresses of the Parties for notices under the Agreement are as follows:

To CES:

Cura Emergency Services, L.C.
6205 Chapel Hill Blvd., Suite 100
Plano TX 75093
Attn: Chris Leney
Phone: 972-378-7333
Email: jason@curaes.com

To NRC:

NRC Environmental Services Inc.
9520 10th Ave. S., Suite 150
Seattle, WA 98108
Attn: Stephanie Barton
Phone: 206-730-3993
Email: sbarton@nrcc.com

Except as otherwise amended hereby, the terms and conditions of the Emergency Response Services Agreement are hereby ratified and of full force and effect.

National Response Corporation	Cura Emergency Services L.L.C.
By: Stephanie Barton	By: Jason Boyd
Printed Name: Stephanie Barton	Printed Name: Jason Boyd
Title: Director, Emergency Response Programs	Title: SR. Project Manager
Date: May 6, 2016	Date: 5/6/16

Appendix I – Revision Log

Review/ Amend Date	Signature* (specify)	Amend Plan (will/will not)	Description of Review Amendment	Affected Page(s)	P.E. Certification (Y/N)
1/16/2024	Andrea Gardiner		Initial preparation of plan		Y

Appendix J – OSRO Equipment Lists & Deployment Letters
(pending completion of the Facility)