

STATEMENT OF CONTRACTUAL TERMS

(PLEASE COMPLETE BOTH SIDES)

AS REQUIRED UNDER AS 46.04.30, AS 46.04.035 and 18 AAC 75.445(i)(1) in fulfillment of a requirement for registration of primary response action contractors and for approval of an Oil Discharge Prevention and Contingency Plan.

PLAN TITLE: _____,

PLAN HOLDER: _____,

This statement is a certification to the Alaska Department of Environmental Conservation summarizing the contract between _____, the oil discharge prevention and contingency plan holder (hereafter "PLAN HOLDER"), and _____, the oil spill primary response action contractor or a holder of an approved oil discharge prevention and contingency plan under contract (hereafter "CONTRACTOR"), executed on _____, and the original of which is located at _____, as evidence of the PLAN HOLDER's access to the containment, control and/or cleanup resources required under standards at AS 46.04.030 and 18 AAC 75.400 -- 18 AAC 75.495. The PLAN HOLDER and the CONTRACTOR attest to the Department that the provisions of this written contract clearly obligate the CONTRACTOR to:

- (A) provide the response services and equipment listed for the CONTRACTOR in the contingency plan;
- (B) respond if a discharge occurs;
- (C) notify the PLAN HOLDER immediately if the CONTRACTOR cannot carry out the response actions specified in this contract or the contingency plan;
- (D) give written notice at least 30 days before terminating this contract with the PLAN HOLDER;
- (E) respond to a Department-conducted discharge exercise required of the PLAN HOLDER; and
- (F) continuously maintain in a state of readiness, in accordance with industry standards, the equipment and other spill response resources to be provided by the CONTRACTOR under the contingency plan.

SUPPLEMENTAL STATEMENT OF CONTRACTUAL TERMS FOR TRANS ALASKA PIPELINE SYSTEM VESSELS

(PLEASE COMPLETE BOTH SIDES)

AS REQUIRED UNDER AS 46.04.030, AS 46.04.035 and 18 AAC 75.445(i)(2) in fulfillment of a requirement for regulation of response action contractors and for approval of an oil discharge prevention and contingency plan.

PLAN TITLE: _____,

PLAN HOLDER: _____,

This statement is certification to the Alaska Department of Environmental Conservation summarizing the contract between _____,

the oil discharge prevention and contingency plan holder (hereafter "PLAN HOLDER") for a tank vessel or oil barge carrying crude oil that has been transported by the Trans Alaska Pipeline System (hereafter "TAPS vessel"), and the common operating agent for the holders and lessees of the right-of-way agreement for the Trans Alaska Pipeline System (hereafter "AGENT"). In addition to the requirements of 18 AAC 75.445(i)(1), the PLAN HOLDER and the AGENT further attest to the Department that the contract clearly and unequivocally provides that the AGENT:

- (A) will provide to the PLAN HOLDER the services required in a response action for a discharge or threatened discharge of oil from a TAPS vessel while the TAPS vessel is berthed at, en route to, or transiting from the Trans Alaska Pipeline System marine terminal or traveling on waters within Prince William Sound; and
- (B) will not terminate its coverage for any particular TAPS vessel while that TAPS vessel is within Prince William Sound.

The PLAN HOLDER and the AGENT further attest to the Department that the contract clearly provides that the owner, operator or charterer of the TAPS vessel:

shall accept a transfer of the services required in a response action to a discharge or threatened discharge after receiving not less than 72 hours of advance notice regarding intention to transfer and after the intended transfer has been approved by the federal and State on-scene coordinators.

