FILE FOLDER

DESCRIPTION ON TAB:

6240/11

Oil Pollution

☐ **Outside/inside of actual folder did not contain hand written information**

☑ **Outside/inside of actual folder did contain hand written information**
***Scanned as next image**

Confidential Records Management, Inc.
New Bern, NC
1-888-622-4425
9/08

1 JANUARY 1978

31 DECEMBER 1978

JAN 1981- Destroy
SecNavInst 5212.5B, Part II, Chap VI
Par 6240(1)

COMMANDANT FIFTH NAVAL DISTRICT
COMMANDER NAVAL BASE
NORFOLK, VIRGINIA 23511

COMFIVE/COMNAVBASE
NORVAINST 3170.1A
Code N31

5 FEB 1979

COMFIVE/COMNAVBASE NORVA INSTRUCTION 3170.1A

Subj: Area Oil and Hazardous Substance Pollution Contingency Plan

Ref: (a) U. S. Navy Regulations
(b) OPNAVINST 6240.3E
(c) Oil Spill Control for Inland Waters and Harbors, NAVFAC Manual P-908 (NOTAL)
(d) Federal Register, Volume 40, Number 28 (pp 6282-6302) dtd 10 Feb 1978. Council on Environmental Quality. National Oil and Hazardous Substances Pollution Contingency Plan. (NOTAL)
(e) Contingency Plan for Spills of Oil and Other Hazardous Materials for Inland Waters of Region III (EPA). (NOTAL)
(f) Coastal Region III Oil and Hazardous Substances Pollution Contingency Plan (USCG). (NOTAL)
(g) COMNAVBASENORVAINST 5400.1D

Encl: (1) Fifth Naval District Oil and Hazardous Substance Pollution Contingency Plan

1. Purpose. To promulgate an area contingency plan as required of the area coordinator by references (b) and (c). This contingency plan is directed primarily at those commands/activities responsible for oil and hazardous substance pollution removal.

2. Cancellation. COMFIVE/COMNAVBASENORVAINST 3170.1.

3. Revision. It is recognized that experience and changes in "the state of the art" will require continuing revisions to this plan. Addressees are requested to submit comments, recommendations, additions or deletions whenever appropriate in order to maintain this plan in a current condition.

4. Discussion. Reference (a) requires Navy cooperation with local, state and other governmental authorities in the prevention, control and abatement of environmental pollution to the extent resources and operational considerations permit. Reference (b) designates the District Commandant as Area Coordinator to coordinate and implement the National Oil and Hazardous Substances Pollution Contingency Plan. Reference (c) contains the most current information concerning spills of Navy petroleum products; pertinent governing laws and regulations; and recommended equipment, practices and procedures for the prevention, containment, removal

and disposal of spilled oil. Reference (d) provides for a pattern of coordinated and integrated response by departments and agencies of the Federal Government to protect the environment from the damaging effects of pollution discharges. References (e) and (f) are the contingency plans of the EPA and USCG, which overlap the Fifth Naval District. Reference (g) is the SOPA(ADMIN) Manual for the Hampton Roads area.

5. Action. Those activities or commands, designated in this plan, responsible for containing, removing and disposing of oil and hazardous substances will:

a. Keep Commandant advised annually on 1 February of equipment requirements in the Oil Spill Control Equipment Annual Allowance Requirements Review (AARR).

b. Conduct necessary preventative maintenance on oil spill control equipment to insure operability for contingency requirements.

c. Conduct necessary training to insure maximum utilization of oil spill control equipment for when employment of same becomes necessary.

d. Promulgate supplemental instructions to this contingency plan in order to effectively respond to spills in a timely fashion.

R. E. NICHOLSON

Distribution (COMFIVE/COMNAVBASENORVAINST 5216.2K)
List I (only 66,77,80,91) (1 copy ea)
List I (only 7,12,25,32,47,74,86) (2 copies ea)
List I (only 10,22) (3 copies ea)
List I (only 6,75,79) (5 copies ea)
List I (only 59) (8 copies)
List I (only 84) (10 copies)
List II (only 17,19) (3 copies ea)
List II (only 13) (5 copies)
List IV (only 6) (3 copies)
List V (only 10,14) (2 copies ea)
List VI (only 22,25,32,54) (1 copy ea)
List VI (only 1,20,29,31) (2 copies ea)
List VI (only 10,39,46) (3 copies ea)
List VI (only 4,40,41) (6 copies ea)
List VI (only 38) (10 copies)
COMFOUR (2 copies)
COMSIX (2 copies)
MSO NORFOLK (1 copy)
PORT CONTROL OFFICE, MOREHEAD CITY NC (1 copy)
COMTACSUPWING ONE (1 copy)

(180 copies)

Stocked by: COMNAVBASE NORVA (Code N13)

FIFTH NAVAL DISTRICT OIL AND HAZARDOUS SUBSTANCE POLLUTION CONTINGENCY PLAN

INTRODUCTION

A. INTRODUCTION

1. Authority

a. References (b) and (c) directs area coordinators to:

(1) Coordinate with local commands and appropriate local, state and Federal agencies in the implementation of the National Contingency Plan on a regional basis.

(2) Promulgate an area contingency plan to be supplemented by appropriate instructions by naval activities and commands in the District to support the plan.

b. This is the contingency plan for Navy polluting discharges in U. S. territorial and inland waters of the Fifth Naval District and non-Navy discharges when so directed by authorizing authority.

2. Purpose and Objective

a. This plan provides for a rapid and integrated Navy response to pollution spills from Navy facilities and commands in order to protect the environment from the potential damaging effects of such spills. It also provides for the coordination of response capability of other Federal, state and local Government agencies, and private agencies developed to handle such spills, when the magnitude of the spill is such that Navy capabilities are exceeded. The plan establishes and assigns responsibilities for Navy On-Scene Operation Teams (NOSOT), pre-designated Navy On-Scene Coordinators (NOSC) and pre-designated Navy On-Scene Commanders (NOSCDR); a system of notification and reporting; establishes a concept of operations; and provides for administrative reports required for such operations.

b. A correlative objective of this plan is to encourage, on a local level, the continued development of equipments and techniques for the reporting, control and removal of spills as well as the abatement of spills.

3. Scope

a. This plan is effective for the area of responsibility of the Commandant Fifth Naval District. This includes (1) contiguous zones (12 mile limit), (2) coastal territorial waters (3 mile limit), (3) ports and harbors, (4) inland waters and (5) lakes and streams where a threat to the environment exists.

b. This plan is applicable to all Navy activities and commands within the Fifth Naval District area of responsibility.

4. Abbreviations

COTP - U. S. Coast Guard Captain of the Port
DF&G - Department of Fish and Game
EPA - Environmental Protection Agency
NOAA - National Oceanographic and Atmospheric Administration
NOSC - Navy On-Scene Coordinator
NOSCDR - Navy On-Scene Commander
NOSOT - Navy On-Scene Operations Team
NRC - National Response Center
NRT - National Response Team
POLREP - Pollution Report
RRC - U. S. Coast Guard or EPA Regional Response Center
RRT - U. S. Coast Guard or EPA Regional Response Team
SRC - U. S. Coast Guard or EPA Sub-Regional Response Center
SRT - U. S. Coast Guard or EPA Sub-Regional Response Team

5. Definitions

a. Coastal Waters - Generally are those United States marine waters navigable by deep draft vessels, including the contiguous zone, the high seas, and other areas where tide ebbs and flows.

b. Contiguous Zone - Means the entire zone established by the United States under Article 24 of the Convention on the Territorial Sea and the Contiguous Zone. This is the zone contiguous to the territorial sea, assumed to extend 12 miles seaward from the baseline where the territorial sea begins.

c. Discharge - Any spilling, leaking, pumping, pouring, emitting, emptying, or dumping.

(1) Minor Discharge - A discharge in the inland waters of less than 1000 gallons of oil; or in the coastal waters, a discharge of less than 10,000 gallons of oil. Discharges of hazardous substances, to be designated by regulations, shall be classed as medium or major. (Discharges of oil or hazardous substances that: (1) generate critical public concern; or (2) pose a substantial threat to the public health or welfare shall be classified as "major" discharges.)

(2) Medium Discharge - A discharge of 1000 to 10,000 gallons of oil in the inland waters; or 10,000 to 100,000 gallons of oil in the coastal waters; or a discharge of a hazardous substance in a harmful quantity as specified by regulation. (Discharges of oil or hazardous substances that: (1) generate critical public concern; or (2) pose a substantial threat to the public health or welfare shall be classified as "major" discharges.)

(3) Major Discharge - A discharge of oil of more than 10,000 gallons in the inland waters or more than 100,000 gallons in coastal waters; or a discharge of a hazardous substance that (1) generates critical public concern; or (2) poses a substantial threat to the public health and welfare.

d. Oil - Oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with waste other than dredged oil.

e. Hazardous Substance - Means any substance, other than oil which, when discharged in any quantity into or upon the navigable waters of the United States or their tributaries, may pose an imminent or substantial damage to the public health or welfare.

f. Inland Waters - Generally are those navigable waters upstream from the coastal waters.

g. Navy On-Scene Coordinator (NOSC). The naval official predesignated by this instruction to coordinate and direct Navy discharge removal efforts at the scene of an oil or hazardous substance spill.

h. Navy On-Scene Commander (NOSCDR). That Navy commander who has been assigned operational control of cleanup operations for a predesignated geographical area. He is responsible for the effectiveness, inclusive of providing the necessary manpower, equipment, materials, expertise and services on the scene for the On-Scene Operations Team.

i. Navy On-Scene Operations Team (NOSOT). Those predesignated personnel trained in the various aspects of oil spill cleanup operations and techniques.

B. COORDINATION WITH OTHER GOVERNMENTAL AGENCIES

1. Policy. The U. S. Navy will comply with Federal policy regarding pollution discharges outlined in reference (b) and basically stated in Annex I of this contingency plan.

2. Non-Navy Oil Spills. Fifth Naval District participation in non-Navy oil spills shall be in accordance with the provisions of the National Contingency Plan and specific EPA/USCG/USN interagency agreements. The focal point for Navy response to National Response Team (NRT) assistance requests in the case of non-Navy oil spills is Superintendent of Salvage (SUPSALV), COMNAVSEASYSCOM - 00C. However, in the case of small non-Navy oil spills, upon authenticated request of the NRT, RRT, or OSC, the Navy representative on the RRT (COMFIVE, DIR OPS/Plans) may commit Navy assets under his control to assist in the cleanup operations.

3. Navy Oil Spills

a. The Navy On-Scene Coordinator or Navy On-Scene Commander, for a Navy caused spill, has responsibilities equivalent to those specified for the EPA/USCG OSC in the National Contingency Plan. However, there are certain functions which the EPA/USCG On-Scene Coordinator (OSC) may always be expected to perform:

(1) Upon receipt of report of a spill, determine the threat to public health and welfare, the type and quantity of material spilled, and the source.

(2) Effect notification, designate the severity of the situation, as required by the National Contingency Plan.

(3) If the source of the spill is unknown or denied, the EPA/USCG OSC is authorized to conduct investigations which may include on-scene inspection, questioning of witnesses, photography, or collection and laboratory analyses of samples.

b. Notwithstanding the authority of the EPA/USCG OSC, the Navy On-Scene Coordinator/Commander shall perform all functions essential to assure that the oil, caused by a Navy spill, is removed. The Navy On-Scene Coordinator/Commander should coordinate closely with EPA/USCG, perform all functions possible to insure EPA/USCG action is not necessary, and shall not relinquish the function of On-Scene Coordinator/Commander except as a result of EPA/USCG decision.

c. The content of this Contingency Plan supplements and is compatible with EPA and USCG regional plans.

C. FIFTH NAVAL DISTRICT ORGANIZATION FOR WATER POLLUTION CLEANUP

1. Basic Guidance. U. S. naval commands and activities in the Fifth Naval District will:

a. Work towards achieving minimal amount of oil spills from naval activities.

b. Restrict the use of dispersants for combatting oil spills in U. S. navigable waters and the contiguous zone to uses which will reduce hazards to human life and property. The purchase of dispersants in conflict with local, state and Federal regulations is not authorized. The National Contingency Plan places a total prohibition on the use of sinking agents. If use of dispersants is desired, permission must be gained from regional EPA in accordance with National Contingency Plan.

c. Report all oil spills that produce a visible sheen in U. S. navigable waters and the contiguous zone to the Commander Fifth Coast Guard District or Regional Office III of the EPA, as appropriate, and the Commandant Fifth Naval District (Area Coordinator). East of Route 95 is USCG responsibility. West of Route 95 is EPA responsibility.

d. Supplement this plan with additional instructions, to remove or mitigate the effects of spills of oil from inland, coastal and contiguous zone waters (designated commands and activities are identified in the latter part of this section).

e. Establish appropriate emergency plans with cognizant agencies to deal with pollutants caused by Navy discharges of oil and oily wastes beyond Navy capabilities to handle (NOSCs).

2. Specific Responsibilities

a. COMFIVE, as the area coordinator will:

(1) Advise EPA and U. S. Coast Guard of the names of the predesignated Navy On-Scene Coordinators and RRT representatives to insure maximum coordination in a spill response action.

(2) Determine, with appropriate field activities, the equipment necessary for implementation of the contingency plans. Annually, submit on 15 April, these requirements in the Oil Spill Control Equipment Annual Allowance Requirements Review (AARR) to the Civil Engineer Support Office, Port Hueneme, California.

(3) Enlist the technical support of Navy laboratories, NAVFAC Engineering Field Divisions, SUPSALV, and the Naval Environmental Protection Support Service for the evaluation of environmental effects caused by a spill on the efficiency of the cleanup operation. Such scientific support as short-term post-spill biological and chemical surveys will be of value to the Navy during possible litigation as well as in improving the cleanup techniques and equipment.

b. The ship or shore activity causing an oil spill is responsible for the costs of resources expended in a cleanup.

c. The following Navy On-Scene Coordinators (NOSCs) are predesignated for coordinating all Navy oil and hazardous discharge response capability in their respective areas of responsibility:

Commander Naval Base, Norfolk
Commanding Officer, Naval Reserve Center, Baltimore, MD
Commanding Officer, Naval Amphibious Base, Little Creek
(for spills at Morehead City only)

d. The following commands are predesignated as Navy On-Scene Commanders (NOSCDRs) for their respective areas of responsibility, reporting to the NOSC (Commander Naval Base, Norfolk):

Commanding Officer, Naval Station, Norfolk
Commanding Officer, Naval Amphibious Base, Little Creek
Commander Norfolk Naval Shipyard, Portsmouth
Commanding Officer, Naval Weapons Station, Yorktown

(NOSCDRs areas of responsibility equate to respective SOPA(ADMIN) Subareas defined in reference (g)). See Appendix III, Annex B of this plan.

e. The Director, Operations/Plans, Fifth Naval District, is designated On-Scene Coordinator for discharges not the responsibility of one of the above listed On-Scene Coordinators. The Director will serve as primary member of the Regional Response Team. The Operations Officer will serve as alternate.

f. NOSCs at Baltimore and Little Creek (for Morehead City only) and NOSCDRs listed above will issue instructions that supplement this contingency plan. Instructions will:

(1) Direct implementation of this plan.

(2) Include information peculiar to the activity and essential to activity action in performing functions and responsibilities required by this contingency plan.

(3) Utilize reference (c) as a guide in supplementing this plan. Copies of reference (c) are available at Navy Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120.

g. The Atlantic Division, Naval Facilities Engineering Command will provide technical advice and assistance to all District activities upon request.

h. Following are the major functions of the Navy On-Scene Coordinator:

(1) Notify:

(a) Regional Response Team (RRT) (USCG or EPA, as appropriate).

(b) Appropriate local Government agencies, i.e., regional quality control boards, State (i.e., Virginia, Maryland) Department of Fish and Game, industrial water users, Port District Operations, fire departments, police departments, threatened marinas and/or beaches.

(2) Coordinate and direct all local Navy and/or contractor/civilian agency response to a Navy caused oil spill within area of responsibility.

(3) Designate related Navy On-Scene Commanders (not already designated in this contingency plan).

(4) Coordinate the provision of personnel, material and equipment from facilities and forces afloat within area of responsibility. Demands should be commensurate with the severity of the response requirements and operational requirements of the individual commands.

(5) Negotiate work order type contracts directly or through EPA/USCG, to augment the Navy in-house capability as required to cope with the spill.

(6) Establish a public affairs organization to be the sole source of news releases concerning minor spills within area. This capability will be provided by the RRT if activated.

(7) Establish liaison with USCG, EPA, the State Department of Fish and Game, Regional Water Quality Control Board and other local governmental or community/commercial organizations concerned with water quality and/or pollution spill cleanup.

(8) Provide for legal counsel experienced in the area of environmental law and tort claims.

(9) Provide a coordinator to act as the focal point for handling offers of assistance from concerned citizens and civic organizations.

(10) Coordinate transportation and other logistic requirements, i.e., helo lift and surveillance, food, sanitation services, billeting, etc.

(11) Advise the Commandant or Fleet Commander of additional assistance that may be required over and above own response capability to effectively cope with the situation.

(12) Upon receipt of initial report of a spill, notify the Commandant or responsible Fleet Commander whether the spill constitutes a threat to human health or welfare, endangers critical water areas, receives major coverage in the public press, or becomes the focus for an enforcement action.

(13) Establish primary and alternate frequencies for internal and external reporting requirements.

(14) Maintain a detailed record of events connected with each spill. These are legal documents and may be summoned during any legal action.

(15) Prepare and submit final report on medium and major spills.

i. Following are the major functions of the Navy On-Scene Commander (NOSCDR):

(1) Establish, equip and train On-Scene Operations Team(s) (OSOT).

(2) Make initial telephone notification and submit situation reports to NOSC.

(3) Provide personnel, materials, and equipment as required for each OSOT. Demands on other facilities and forces afloat within sub-area of responsibility should be commensurate with the severity of the response requirement and operational requirements of the individual commands.

(4) Advise the Navy On-Scene Coordinator of additional assistance that may be provided over and above sub-area response capability.

(5) Be prepared to utilize cleanup contractors when the limits of Navy assets have been reached.

(6) Maintain a detailed log of all events during the oil spill cleanup operations. These logs are legal documents that may be required for subsequent litigation.

(7) Prepare and submit final report on minor spills.

j. Following are the functions of the Navy On-Scene Operations Team (NOSOT):

(1) Develop an expertise in spill cleanup techniques, keeping abreast of the latest developments in this field.

(2) Take charge of all resources committed and directly supervise the conduct of spill cleanup operations on the scene, from initial arrival through restoration.

(3) Upon arrival on the scene, evaluate the situation and advise the NOSCDR of information required to make initial report and recommendations as to action to be taken and additional resources needed.

(4) If source of spill is unknown, take samples for laboratory analysis. These shall be provided to the USCG or EPA OSC. If source of spill is suspect, take samples from water and from the suspected vessel and forward the samples to the Atlantic Division, Naval Facilities Engineering Command, Code 114, phone 444-7313.

(5) Use all means available to contain or divert spill from critical water areas, and complete cleanup in minimum time.

(6) Keep the NOSCDR informed, at frequent intervals, as to the status of operations. Use of portable radios will be required when telephone is not readily accessible. See Annex C, Appendix IV for frequencies which have been allocated by the Federal Communications Commission.

(7) When services of contractor(s) are used, coordinate their efforts with Navy efforts and monitor their performance. Verify equipment and labor timekeeping vouchers daily.

(8) Maintain documentation of spill cleanup operations. Information obtained should be used to improve procedures and make recommendations as to predesignated personnel, equipment and material requirements.

(9) Maintain a library of applicable operating manuals, new equipment and materials, new techniques, lessons learned, etc.

Functional Organization Chart for Spill Cleanup Response

NAVY ON-SCENE COORDINATOR
(NOSC)

1. NOTIFICATION OF APPROPRIATE GOVERNMENT AGENCIES
2. NOSCDR COORDINATION
3. CONTRACT NEGOTIATION
4. LOCAL GOVERNMENT AGENCY LIAISON
5. USCG/EPA OSC LIAISON
6. DOCUMENTATION OF SPILL CLEANUP OPERATIONS
7. PUBLIC AFFAIRS COORDINATION
8. LEGAL COUNSEL
9. VOLUNTEER COORDINATION
10. TRANSPORTATION COORDINATION
11. PHASE V OPERATIONS
12. REPORTS

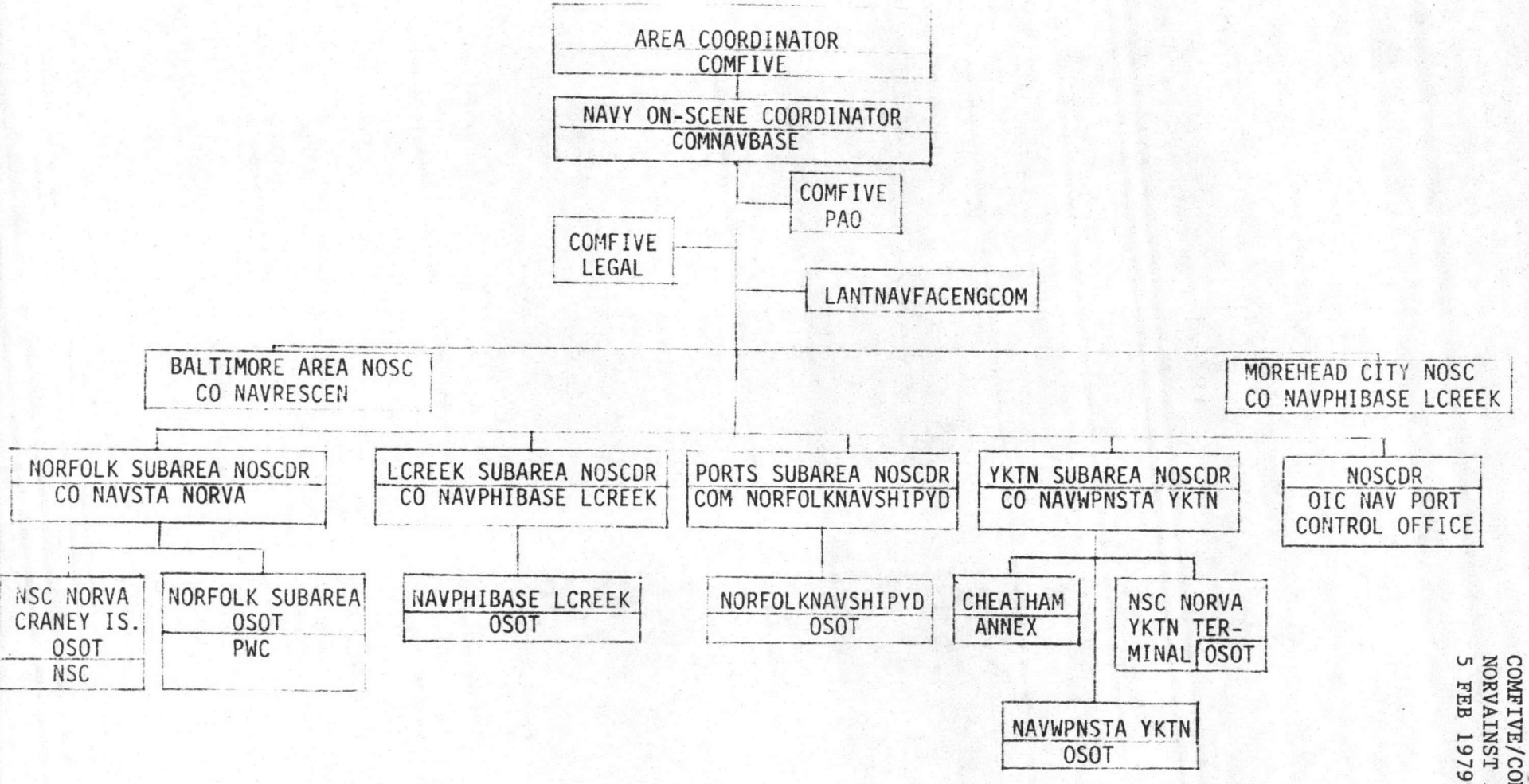
NAVY ON-SCENE COMMANDER
(NOSCDR)

1. SITREPS TO NOSC
2. CONTRACTOR UTILIZATION
3. RESPONSE SCHEME PLANNING AND SUPERVISION
4. DOCUMENTATION OF SPILL CLEANUP OPERATIONS
5. TRANSPORTATION CONTROL
6. ESTABLISH, EQUIP AND TRAIN OSOT

ON-SCENE OPERATIONS TEAM
(OSOT)

1. DIRECT AND/OR CONDUCT CONTAINMENT AND CLEANUP OPERATION PHASE II, III
2. CONDUCT INVESTIGATION AND OBTAIN SAMPLES (UNKNOWN SOURCE ONLY)
3. DIRECT AND/OR CONDUCT RESTORATION OPERATIONS PHASE IV
4. REPORTS

ORGANIZATION CHART OF SPILL CLEANUP RESPONSE



COMFIVE/COMNAVBASE
NORVAINST 3170.1A
5 FEB 1979

m. Initial Notification of Oil Spill

(1) By Responsible Command to:
(reporting details for Hampton Roads in Naval Base, Norfolk SOPA Manual)

- NOSCDR (should be notified first, as NOSCDR has resources with which to effect rapid response).

- NOSC

- NRC (800) 424-8802

(2) By NOSC to:

- Commander Fifth Coast Guard District or Regional Office III of the EPA (east of Rt. 95, USCG; west of 95, EPA)

- Appropriate Government agencies, i.e;

Regional Water Quality Control Boards
State (i.e., Virginia, Maryland, etc.) Department of Fish and Game
Industrial Water Users
Port/District Operations
Fire Departments
Police Departments
Threatened Marinas and/or Beaches

(3) By NOSCDR to:

- NOSC, SITREPS

ANNEXES

A. FEDERAL POLICY, RESPONSIBILITY AND ORGANIZATION

B. OPERATIONAL TECHNIQUES

Appendix I - Operation-Response Phases
Appendix II - Coordinating Instructions
Appendix III - Area Boundaries
Appendix IV - Available Navy Resources
Appendix V - Notification Points of Contact
Appendix VI - Critical Water Use Areas and Industrial Water Users
Appendix VII - Oil Spill Contractors
Appendix VIII - Oil Discharge Cleanup Agents and Equipment
Appendix IX - Scientific Advisory Groups

C. COMMUNICATIONS AND REPORTS

Appendix I - Initial Notification
Appendix II - Consolidated Oil/HPS Spill Report
Appendix III - POLREP
Appendix IV - Communications Plan
Appendix V - After Action Report Format

D. PUBLIC AFFAIRS

E. INVESTIGATION, LEGAL MATTERS, AND FUNDING

F. USE OF VOLUNTEER ASSISTANCE

G. GENERAL INFORMATION ON HAZARDOUS SUBSTANCE SPILLS

H. TECHNICAL INFORMATION

ANNEX A

FEDERAL POLICY, RESPONSIBILITY AND ORGANIZATION

1. Federal Policy. Federal law prohibits the discharge of oil from any vessel, from any on-shore or off-shore facility, into or upon the navigable waters of the U. S., adjoining shorelines, or the waters of the contiguous zone. It prohibits a discharge that would cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon the adjoining shorelines. Federal law, which adapted the provisions of the International Convention for the Prevention of Pollution of the Sea by Oil, prohibits the discharge of oil or oily mixtures from a ship except when outside the 50-mile limit of the United States coastline.

2. Federal Responsibility. Each of the primary and advisory Federal agencies has responsibilities established by statute, Executive Order or Presidential Directive which may bear on the Federal response to a pollution spill. Annex VII of reference (d) assigns the responsibilities and authorities of these agencies relevant to the control of pollution spills.

3. Regional Response Team. The Regional Response Team (RRT) consists of representatives of the primary (DOT, DOD, DOC, EPA, and DOI) and selected advisory agencies (DOJ, DOS, DHEW, ERDA, and HUD) as appropriate. The RRT acts within its region as an emergency response team performing response functions similar to NRT. It serves as the regional body for planning and preparedness actions prior to a pollution discharge and for coordination and advice during a pollution emergency. The RRT determines the duration and extent of the Federal response and when a shift of on-scene coordination from the predesignated OSC to another OSC is indicated by the circumstances or progress of a pollution discharge, the RRT is activated automatically in the event of a major or potential major discharge. The RRT shall be activated during any other pollution emergency by an oral request from any primary agency representative to the chairman of the team.

4. Regional Response Center (RRC). Regional Response Centers are located in the Region III office of the Environmental Protection Agency, Philadelphia, Pennsylvania and the Headquarters Fifth Coast Guard District, Portsmouth, Virginia. Sub-regional centers are established in cognizant Coast Guard Captain of the Port offices. Captains of the Port are listed in Annex B, Appendix V. Regional Centers provide communication, information, storage and other necessary personnel and facilities to promote the proper functioning and administration of regional pollution emergency response operations.

ANNEX B

OPERATIONAL TECHNIQUES

1. The continued development and improvement of response techniques makes it impossible to delineate precisely the optimum operating conditions for each case. The selection of the best method should be based entirely on the objective of minimizing environmental damage. The decision is a complex one, because the use of a given technique and the results obtained are strongly influenced by the following environmental parameters:

Wind
Sea State
Natural Diffusion
Currents and Flow
Water Temperature
Ecological, Social and Economic Values Threatened
Type of Pollutant

2. To be prepared for the eventuality of a spill of any given location, a thorough understanding of the particular environment and its social and biological characteristics must be known by those charged with oil spill cleanup.

3. Pages 3-36 to 3-123 of reference (c) cover most all aspects of oil cleaning in open ocean, bay and estuaries (including harbor complexes), rivers, lakes and shorelines. A reading of these pages and a local plan of attack are necessary prior to any oil spill in order to make maximum efficient utilization of equipment/personnel as well as reduce spill damage to a minimum.

APPENDIX I TO ANNEX B

OPERATION-RESPONSE PHASES

1. Phase Groupings. The actions taken to respond to a pollution discharge are separated into five relatively distinct classes or phases: Discovery and Notification; Evaluation and Initiation of Action; Containment and Countermeasures; Cleanup, Mitigation, and Disposal; and Documentation and Cost Recovery. Elements of any one phase may occur concurrently with one or more other phases.

a. Phase I -- Discovery and Notification. A discovery of a spill may take the form of a report from the discharger in accordance with the requirements of the National Contingency Plan and OPNAVINST 6240.3. Discovery may also be deliberate through procedures such as vessel and aircraft patrols and searches. It may be from random discoveries by incidental observations of Government agencies or from the general public. Random reports may be initially from fishermen, fishing or pleasure boats, fire departments, police departments, telephone operators, port authorities, news media, etc., as well as from official Navy channels. At any rate, where the Navy is directly involved, random discovery must be made official and reports made as explained in Annex C.

b. Phase II -- Evaluation and Initiation of Action. The Navy OSC shall insure that a report of a discharge is immediately investigated. He shall:

(1) Evaluate the magnitude and severity of the discharge.

(2) Determine feasibility of removal.

(3) Assess the effectiveness of removal actions.

The Navy OSC shall, in accordance with the governing EPA or USCG Regional Plan, advise the RRC of Navy action taken and to be taken, and whether there is any need for further Federal assistance beyond Navy action. Any request for EPA/USCG assistance should be made only when Navy capability is clearly limited, and in full realization of Navy responsibility, including Navy funding. The Navy OSC shall direct the maintenance of adequate surveillance to assure that removal actions are properly carried out.

c. Phase III -- Containment and Countermeasures. These are defensive actions to be initiated as soon as possible after discovery and notification of a discharge. These actions may include public health and welfare protection activities, source control procedures, salvage operations, placement of physical barriers to halt or slow the spread of oil, emplacement or activation of booms or barriers to protect specific installations or areas, control of the water discharge from upstream impoundments, and employment of chemicals

and other materials to restrain the oil and its effects on water-related resources. Chapter 3 of reference (c) must be referred to for detailed guidance in containment and countermeasures actions.

d. Phase IV -- Cleanup, Mitigation and Disposal. This includes actions taken to recover the oil from the water and affected shoreline areas, and monitoring activities to determine the scope and effectiveness of removal actions. Actions that could be taken include the use of sorbers, skimmers, and other collection devices, or special treatment techniques to protect water supplies or wildlife resources from continuing damage. Chapter 3, Section 3 of reference (c) must be referred to for detailed guidelines on cleanup, mitigation and disposal methods.

e. Phase V -- Documentation and Cost Recovery. The functions of this phase are particularly important where reimbursement to the Navy or by the Navy is appropriate. All costs incurred by the Navy, when requested by EPA/USCG to assist in the Federal response to a discharge situation, should be accurately and completely recorded and documented. Under the situation of the Navy providing assistance in the Federal response, the Navy should seek reimbursement for its expenses incurred, from the Pollution Revolving Fund administered by the USCG, as described in Annex IX of the National Contingency Plan. Where a private agency, a state, the EPA, or the USCG, expends funds in an oil spill cleanup where the Navy is responsible, or subsequently is determined to be responsible, the Navy should assure adequate, accurate documentation of expenses incurred by a second or third party before reimbursement is made by the responsible Navy command. (In any case, cost account 6E80, in accordance with NAVCOMPT Manual, paragraph 024640, should be used for accounting for cleanup costs for Navy spills.)

APPENDIX II TO ANNEX B

COORDINATING INSTRUCTIONS

1. Multi-Regional Action. If a polluting discharge (or potential emergency) effects areas covered by COMFIVE and an adjacent area coordinator's plans, the response mechanism called for by both plans shall be activated. Control actions should be coordinated. There shall be only one Navy On-Scene Coordinator or On-Scene Commander at any time during the course of a response action. The NOSC should be designated by agreement among the affected area coordinators. In such designation, prime consideration should be given to the area vulnerable to the greatest damage.

2. Special Forces

a. The Strike Teams established by the USCG are able to provide communications support, advice, and assistance for oil removal. These teams include expertise in ship salvage, diving, and removal techniques and methodology.

b. The Environmental Response Team (ERT) established by EPA to carry out that Agency's disaster and emergency responsibilities can provide advice on the environmental effects of oil discharges, and removal and mitigation of the effects of such discharges. This team includes expertise in biology, chemistry, engineering and, when necessary, meteorology and oceanography.

c. The National Strike Force (NSF) and ERT will generally respond to requests for assistance from the Navy OSC. Requests for the NSF may be made directly to the Commanding Officer of the appropriate Strike Team, the Coast Guard member of the RRT, the appropriate Area Commander, USCG, or to the Commandant, USCG, through the NRC. Requests for the EPA-ERT may be made to the EPA Emergency Coordinator or the appropriate Regional Emergency Coordinator (REC), or the EPA representative on the RRT.

d. The Naval Sea Systems Command, through the Supervisor of Salvage (SUPSALV), maintains a cleanup capability for spills of major proportion and for ship salvage related spills. If there is a need, the NOSC will contact the Supervisor of Salvage prior to any requests for assistance from the USCG Strike Teams, the NSF or the ERT. The Supervisor of Salvage maintains, through contract operations, cleanup capability at strategically located sites.

APPENDIX III TO ANNEX B

AREA BOUNDARIES

1. NOSC Hampton Roads: Commander Naval Base, Norfolk.

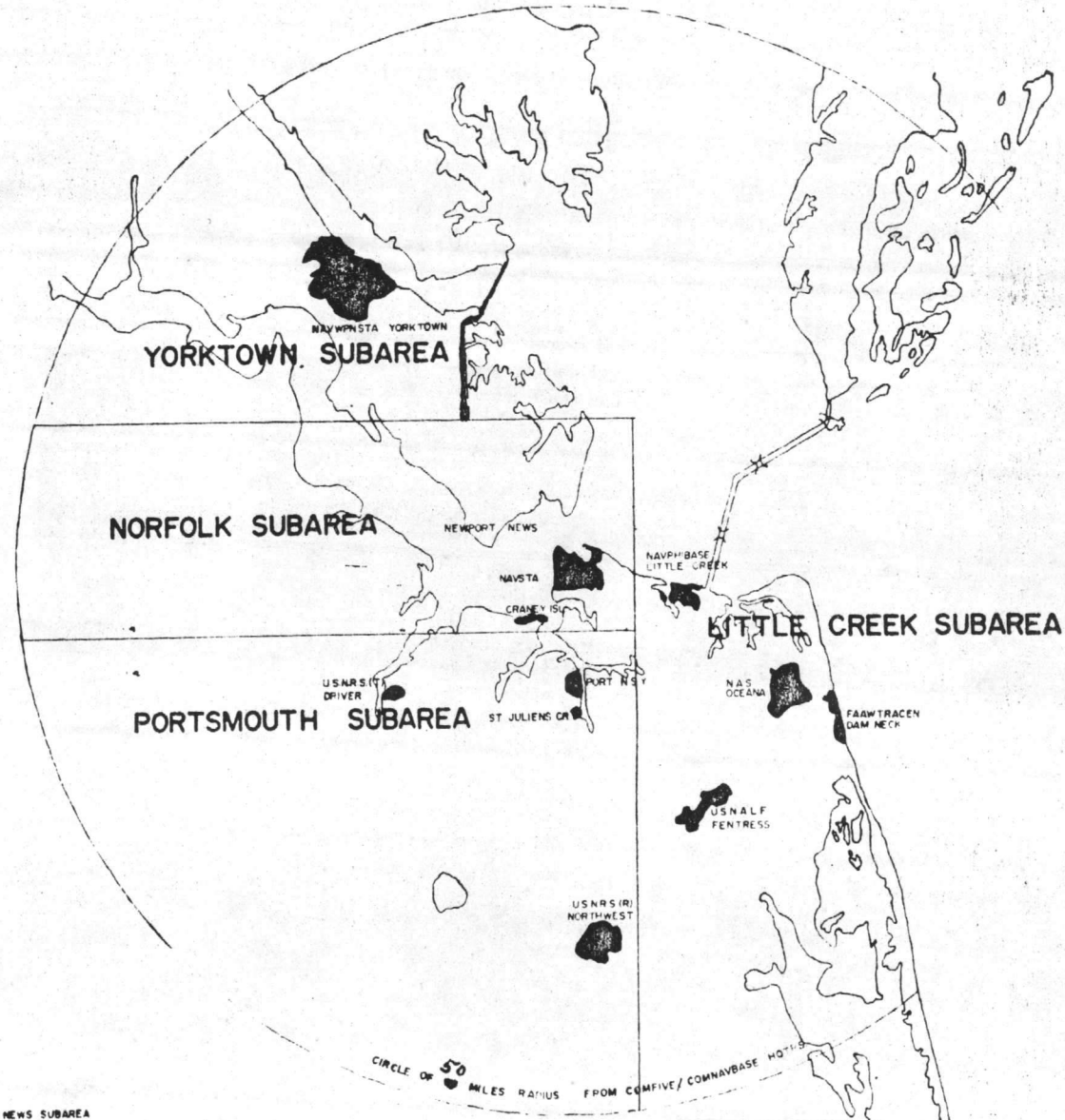
   a. NOSCDRs for Hampton Roads:

Little Creek Subarea SOPA(ADMIN) is CO NAVPHIBASE	Amphibious Base and anchorages in Chesapeake Bay adjacent thereto.
Norfolk Subarea SOPA(ADMIN) is CO NAVSTA Norfolk	Naval Air Station, Newport News, Hampton Roads and lower James River anchorages and Craney Island
Portsmouth Subarea SOPA(ADMIN) is Commander Norfolk Naval Shipyard	Norfolk Naval Shipyard, Berkley, St. Helena, Southgate Terminal
Yorktown Subarea SOPA(ADMIN) is CO NAVWPNSTA	Naval Weapons Station, Cheatham Annex, and York River anchorages, NSC NORVA Yorktown Fuel Terminal

2. NOSC Baltimore Area: CO Naval Reserve Center, Baltimore. Area is defined as all waters north of 39 degree 15' N latitude in the Chesapeake Bay and tributaries.

3. NOSC Morehead City, NC: CO Naval Amphibious Base, Little Creek. Area is defined as the harbor of Morehead City and anchorages adjacent thereto in the open roadstead.

4. NOSC for undefined areas in Fifth Naval District: ACOS for Operations/Plans, Fifth Naval District.



NEWPORT NEWS SUBAREA
BOUNDARIES NOT SHOWN

SUBAREAS WITHIN THE HAMPTON ROADS AREA

APPENDIX IV TO ANNEX B

AVAILABLE NAVY RESOURCES

1. NAVSTA NORVA

a. Contact Point - CO 444-2788
PORTSERV 444-3989 (Day)
444-1121 (Day)
444-2301 (24 hrs daily)

b. Assist PWC with Port Services Resources

c.

Assets	Allowance	On Hand
(1) Oil/Water Separator	2	2
(2) Donuts	12	12
(3) SWOB (Oil)	6	6
(4) SWOB (Sewage)	2	2
(5) Donut Servicing Systems	1	-

(6) Special Equipment - Fire Division; one engine company consisting of 1 supervisor, 3-4 men with 750 GPM pumping unit

2. PWC NORVA

a. Contact Point - CO 444-7141
OPS (Day) 444-7059
(Night) 444-3477
Mr. Thornton 444-1264 (Day)
444-4225 (Day)

b. Trained Personnel - 20

c.

Assets	Allowance	On Hand
(1) Boom, Class I	3800	4000
(2) Boom, Class II	8000	8000
(3) Boom, Class III	1000	2000
(4) Boat, Utility	5	3
(5) Engine, Boat, Utility, 85 HP	5	3
(6) Skimmer, Large	5	1
(7) Skimmer, Medium	1	1
(8) Skimmer, Small	2	3
(9) Work Platform	2	2
(10) Engine, Work Platform, 85 HP	4	4
(11) Cleaner, Boom	2	2
(12) Mooring System	10	4

PWC Assets (continued)	Allowance	On Hand
(13) 2 gas driven 5KW light plants	-	2
(14) 12' Boats	-	16
(15) 2000 gal. tank	-	1
(16) 1/2 ton pickup truck (2 passenger)	-	1
(17) 1/2 ton pickup truck (4 passenger)	-	1
(18) 5 ton state body truck	-	1
(19) 3" gas jet driven pumps	-	4

3. NSC NORVA - CRANEY ISLAND FUEL TERMINAL

a. Contact Point - CO 444-2198
Fuel Div. 444-2083
Craney Island Sup.
(Day) 484-6141
(Night) 484-6085

b. Trained Personnel - 15

c.

Assets	Allowance	On Hand
(1) Boom, Class II	5000	2650
(2) Boat, Utility	1	1
(3) Engine, Boat, Utility, 85 HP	4	2
(4) Skimmer, Medium	1	1
(5) Work Platform	1	1
(6) Engine, Work Platform, 85 HP	2	2
(7) Cleaner, Boom	1	1
(8) Mooring System	4	6
(9) Boom, Class I	2000	2000
(10) Permanent Boom	4200	4200

4. NAVPHIBASE LCREEK

a. Contact Point - CO 464-7231
PORTSERV 464-7791
464-7171

b. Trained Personnel - 15

c.

Assets	Allowance	On Hand
(1) Boom, Class I	5000	2500
(2) Boat, Utility	2	2

NAVPHIBASE LCREEK Assets (cont.)	Allowance	On Hand
(3) Engine, Boat, Utility, 85 HP	2	2
(4) Skimmer, Large	1	1
(5) Skimmer, Medium	1	1
(6) Work Platform	1	0
(7) Engine, Work Platform, 85 HP	2	0
(8) Mooring System	2	2
(9) Cleaner, Boom	2	1
(10) Boom, Class II	1000	1500
(11) SWOB (Oil)	2	2
(12) SWOB (Sewage)	1	1

5. NAVWPNSTA YORKTOWN

a. Contact Point - CO 887-4141 (Day)
PWD 887-4636 (Day)
CDO 887-4545 (Night)
_____ (24 hr)

b. Trained Personnel - 6

c. Assets	Allowance	On Hand
(1) Boat, Utility	1	1
(2) Engine, Boat, Utility, 85 HP	1	1
(3) Skimmer, Large (JFB 3001)	1	0
(4) Skimmer, Medium	1	1
(5) Work Platform	1	1
(6) Engine, Work Platform, 85 HP	2	2
(7) Cleaner, Boom	1	1
(8) Mooring System	2	2
(9) Boom, Class II	1000	2000
(10) SWOB (Oil)	0	0

6. NORFOLKNAVSHIPYD

a. Contact Point - CO 393-3123
Duty Officer 393-3221
PWO 393-3434

b. Trained Personnel - 12

c. Assets	Allowance	On Hand
(1) Boom, Class I	4800	3400
(2) Boat, Utility	2	2

NORFOLKNAVSHIPYD Assets (cont.)	Allowance	On Hand
(3) Engine, Boat, Utility, 85 HP	2	2
(4) Skimmer, Small	1	1
(5) Donut	4	3
(6) Oil/Water Separator	2	1
(7) Mooring System	2	2
(8) Skimmer, Large	1	1
(9) Skimmer, Medium	1	0
(10) Work Platform	1	1
(11) Engine, Work Platform, 85 HP	2	2
(12) Cleaner, Boom	1	1
(13) SWOB (Oil)	2	2

7. NSC NORVA - YORKTOWN FUEL TERMINAL

a. Contact Point - Director 887-3506/10

b. Trained Personnel - 6

c. Assets	Allowance	On Hand
(1) Boom, Class I	1500	1000
(2) Boat, Utility	1	1
(3) Engine, Boat, Utility, 65 HP	1	2
(4) Mooring System	2	2
(5) Boom, Class II	3500	3500
(6) Cleaner, Boom	1	1

8. NSC NORVA - CHEATHAM ANNEX

a. Contact Point - PWO 887-7376

b. Trained Personnel - None

c. Assets - None

APPENDIX V TO ANNEX B

NOTIFICATION POINTS OF CONTACT

1. FEDERAL AGENCIES

Chief of Naval Operations (CNO)
Washington, DC
Duty Captain
Commercial: (202) 695-0231
AUTOVON: 225-0231

Commander in Chief U. S. Atlantic Fleet (CINCLANTFLT)
Operations Center
Norfolk, VA
Duty Officer
Commercial: (804) 444-6602
AUTOVON: 690-6602

Commandant Fifth Naval District (COMFIVE)
Naval Base
Norfolk, VA
COMFIVE District Duty Officer
Commercial: (804) 444-2751/3649 (Day)
(804) 444-7097 (Nights, Holidays, Weekends)
AUTOVON: 690-2751/3649 (Day)
690-7097 (Nights)

COMFIVE Judge Advocate
Commercial: (804) 444-4058/4746 (Day)

Commander Fifth Coast Guard District
Federal Building
431 Crawford Street
Portsmouth, VA
Chief, Environmental Protection Branch
Commercial: (804) 393-9611
AUTOVON: 712-3470
FTS: 939-9611

USCG Rescue Center
Norfolk, VA
Operations Center
Commercial: (804) 393-9611, Ext. 231
AUTOVON: 712-3470, Ext. 231

Captain of the Port (COTP)
Marine Safety Officer (MSO Norfolk)
300 E. Main Street
Norfolk, VA
Commercial: (804) 441-6397
FTS: (88) 939-6397

USCG Atlantic Strike Team (Oil Pollution)
c/o Commander USCG Air Base
Elizabeth City, NC
Commercial: (919) 338-0268
AUTOVON: 723-3390
FTS: 931-0268

U. S. Army Corps of Engineers
803 Front Street
Norfolk, VA
Commercial: (804) 446-3642/3600
FTS: 924-3600

U. S. Environmental Protection Agency (EPA)
6th and Walnut Street
Philadelphia, PA
Commercial: (212) 597-9898
FTS: 597-9898

Environmental Protection Agency (EPA)
Water Quality Office
918 Emmet Street
Charlottesville, VA
Commercial: (804) 296-1290

Commander, Naval Sea Systems Command
Supervisor of Salvage (SUPSALV)
Washington, DC
Duty Officer
Commercial: (202) 697-7403/04/05 (Day)
(202) 692-7527/28 (Night)
AUTOVON: 227-7403/04/05 (Day)
222-7527/28 (Night)

Navy Environmental Support Office
Navy Construction Battalion Center
Port Hueneme, CA
Duty Officer
Commercial: (805) 982-4571
AUTOVON: 360-4571

National Response Center (NRC)
Washington, DC
Commercial: (800) 424-8802 (24 hr. Toll Free)

2. DIRECTORY OF VIRGINIA STATE AGENCIES

Virginia Commission of Game and Inland Fisheries
5640 Shenandoah Court
Norfolk, VA
Commercial: (804) 627-6431 (Day)
(804) 855-4001 (Night)

Virginia Commission of Marine Resources
2401 West Avenue
Newport News, VA
Commercial: (804) 244-3572

Virginia Institute of Marine Science
Gloucester Point, VA
Commercial: (804) 642-2111

Virginia Office of Emergency Services
7700 Midlothian Pike
Richmond, VA
Commercial: (804) 272-1441
AUTOVON: 725-1600
FTS: 925-2011

Virginia State Water Control Board
P. O. Box 11143
Richmond, VA
Commercial: (804) 786-1411 (Day)
(804) 786-2241 (24 hrs)
FTS: 936-1411

State Water Control Board
Technical Services Division
4010 West Broad Street
Richmond, VA
Commercial: (804) 770-5518

Commonwealth of Virginia
State Water Control Board
Tidewater Regional Office
Virginia Beach, VA
Commercial: (804) 499-8742/9216

APPENDIX VI TO ANNEX B

CRITICAL WATER USE AREAS AND INDUSTRIAL WATER USERS

1. The pollution of bodies of water by oily and hazardous substances may occur either by direct discharge into the water or by discharges onto the ground which eventually reach surface waters due to the natural watershed. In both cases, a rapid coordinated response will minimize the destructiveness of the discharge and will greatly reduce the magnitude of the task of containment and recovery.

2. In some cases, there are certain critical water areas which are ecologically sensitive such as locations where endangered species habitate, spawning grounds, clam and oyster beds, etc. Additionally, there are areas where spilled oil may cause critical problems such as at the water inlets to power plants and inlets to other industrial operations. If oil is allowed to foul these critical areas, an improportionate and extravagant amount of costs and public concern may be expected. Therefore, information covering the nature and scope of this problem is essential to the NOSC/NOSCDR. The NOSC/NOSCDR must have full knowledge of these areas so the spill may be kept away from them rather than unwittingly herding oil into a "seemingly" innocent area for ease of cleanup.

3. The USCG has a data bank which can be made available to the Navy in the event of a spill or where critical water use industrial areas are in danger. NOSC/NOSCDR may retrieve this pertinent information by telephone to MSO Hampton Roads, (804) 441-6397. The USCG ADP system will enhance quick retrieval of information by those involved in spill cleanup.

APPENDIX VII TO ANNEX B

OIL SPILL CONTRACTORS

Industrial Marine Service
Norfolk, VA
Mr. J. Parker
Telephone: 703-454-0692 Business
703-423-2867 Home
Manpower, booms, sprayers, vacuum pump, mobile cleaning unit.

Deep Sea Ventures
Mr. James Victory
Newport News, VA
Telephone: 703-595-5581 Business
703-596-9615 Home
Ships and consultants.

Neptune Engineering
Mr. P. Ketrick
Norfolk, VA
Telephone: 703-623-5566
Manpower, boats, oil barge, booms, tank trucks, portable pumps.

George S. Goodhues & Son
522 South Ann Street
Baltimore, MD 21231
Telephone: 301-675-1630
Manpower, absorbent, some equipment.

J & L Industries, Inc.
Norfolk, VA
Telephone: 703-485-5222
Mobile Vac trucks.

Parker Sytems, Inc.
Norfolk, VA
Telephone: 703-543-0647
Recovery equipment and materials.

APPENDIX VIII TO ANNEX B

OIL DISCHARGE CLEANUP AGENTS AND EQUIPMENTS

Hay and Straw

Fairfax Hay & Grain Co.
10412 Main Street
Fairfax, VA
Telephone: 703-273-0411

Herndon Farm & Garden Center
39 Lynn
Herndon, VA
Telephone: 703-437-3051

R. K. Hirst
8218 Leesburg Pike
Tysons Corner, VA
Telephone: 703-893-6555

Bowie Feed Co.
Race Track Road
Bowie, MD
Telephone: 301-262-0126

Southern States Winchester Corp.
Winchester, VA
Telephone: 703-662-2581

Southern States Fredericksburg Corp.
Fredericksburg, VA
Telephone: 703-373-5831

Southern States Feed Service
45 South
Harrisonburg, VA
Telephone: 703-434-9354

Augusta Coop Farm Bureau
Richmond Road
Staunton, VA
Telephone: 703-885-1265

Ernie V. Mathews
P. O. Box 271
Woodstock, VA
Telephone: 703-459-2722

Pumps

Water Supply Co.
Chester, VA
Telephone: 703-748-4392

Mitchell's Well and Pump Co.
Richmond & Petersburg Pike
Colonial Heights, VA
Telephone: 703-526-1471

James T. Wharton, Jr.
604 Rotary Hpt.
Newport News, VA
Telephone: 703-826-5521

Creger Well & Pump Co.
2519 Lakeside Drive
Lynchburg, VA
Telephone: 703-239-3673

Aarow Rentals
Richmond, VA
Telephone: 703-359-2408
703-232-7821
703-648-6587

American Pollution Control
2839 Stratford Hills Shopping Center
Richmond, VA
Telephone: 703-272-5500

Process Components, Inc.
600 W. Hundred Road
Richmond, VA
Telephone: 703-748-5831

A-Abart-A & R Tool & Equipment Rentals
7131 Lee Highway
Falls Church, VA
Telephone: 703-532-5600

A Abbott Equipment & Tool Rentals
132 North Washington
Falls Church, VA
Telephone: 703-532-6143

Pumps (continued)

Bell Air Compressor Rental Co.
6031 Kansas Avenue, NW.
Washington, DC
Telephone: 202-882-6111

Waste Oil Disposal

Necessary Waste Oil
497 Island Road
Bristol, VA
Telephone: 703-669-4831

Aydlett's Waste Oil Service
Trading as Williams Waste Oil
1519 Minnesota Avenue
Norfolk, VA
Telephone: 703-853-2409 (If no answer, call 703-625-0561)

L & L Road Oiling Co.
Richmond, VA
Telephone: 703-232-7666

A. C. Oil Co., Inc.
1500 North Quincy
Arlington, VA
Telephone: 703-522-4640

City Waste Oil Service
Jones & Williams Waste Oil Service
Muirkirk, MD
Telephone: 301-953-2394

Floodlights & Searchlights

D. D. Gillespie
7505 Parkwood Court
Falls Church, VA
Telephone: 703-560-5360

Rentals Unlimited
1400 Rockville Pike
Rockville, MD
Telephone: 301-762-5800

Floodlights & Searchlights (cont.)

Rental Tools & Equipment
4900 Upshur
Bladensburg, MD
Telephone: 801-864-5100
9710 Capitol View Avenue
Silver Springs, MD
Telephone: 301-585-5040

Vacuum Trucks

Vienna Septic Tank Service
327 Owaissa Road, S.E.
Vienna, VA
Telephone: 703-281-3202

Fairfax Sanitation Engineers
4008 Iva Lane
Fairfax, VA
Telephone: 703-280-5555

Suburban Sanitary Engineers
9907 Stoughton Road
Fairfax, VA
Telephone: 703-273-5050

American Septic Tank Service
10720 Orchard
Fairfax, VA
Telephone: 703-273-8939

Easy Method Drain Co.
9014 Falls Run Road
McLean, VA
Telephone: 703-759-2111

Goochland Sanitation (Contract Pumping)
Borad Street Road
Richmond, VA
Telephone: 703-784-5392

Stamie E. Lyttle Co., Inc.
2210 Belt Blvd.
Richmond, VA
Telephone: 703-232-6774

Vacuum Trucks (cont.)

Septic Tank Pumping & Repair Service
Gates Lane
Vinton, VA
Telephone: 703-344-6072

Sanitary Service, Inc.
477 Wildwood Road
Salem, VA
Telephone: 703-389-2394

Addenbrook Septic Tank Co.
Rugby & Gazel
Norfolk, VA
Telephone: 703-622-3653

Tidewater Septic Tank Co.
Norfolk, VA
Telephone: 703-488-0811

Roto-Rooter
Norfolk, VA
Telephone: 703-489-8311

Bultje's Septic Tank Cleaning
Sunset Avenue
Chester, VA
Telephone: 703-748-6775

Sanders Septic Tank Service
11124 Jefferson Avenue
Newport News, VA
Telephone: 703-595-1139

Peninsula Septic Tank Co.
228 Salters Creek Road
Newport News, VA
Telephone: 703-722-2533

Phil T. Rutledge & Co.
48 Morrison Avenue
Newport News, VA
Telephone: 703-596-1526

Vacuum Trucks (cont.)

Carpenter Septic Tank Service
208 Bryant Road
Lynchburg, VA
Telephone: 703-239-5245

Hensley Fariss Septic Tank Service
Route 1
Lynchburg, VA
Telephone: 703-239-1620

Cut-Rate Sanitation
Route 4
Madison Heights, VA
Telephone: 703-847-7188

APPENDIX IX TO ANNEX B

SCIENTIFIC ADVISORY GROUPS

Virginia Institute of Marine Science
Dr. William MacIntyre
Gloucester Point, VA
Telephone: 703-642-2111

Virginia Chemical Co.
Telephone: 703-484-5000 Business
703-484-2913 Home

American Oil Co.
Mr. Myer
Yorktown, VA
Telephone: 703-898-5411

Allied Chemical Co.
Mr. Francis Smith
Hopewell, VA
Telephone: 703-458-7811

E. I. duPont deNemours, Inc.
Mr. George Ehly
Richmond, VA
Telephone: 703-275-8311

Humble Oil Co.
Mr. Elliott
Telephone: 703-275-6411

The Bionetics Corporation
Sampling and Analysis
18 Research Road
Hampton, VA
Telephone: 703-838-8880

ANNEX C

COMMUNICATIONS AND REPORTS

1. Purpose. The communications concerning an oil or hazardous substance spill are an integral and significant part of the operation. Timely and efficient dissemination of all interested parties is paramount to the successful coordination of operations undertaken in response to the discovered oil or hazardous substance discharge.

2. Communications Procedures

a. Discovery of Discharge, Initial Report. When a discharge is first discovered, it should be reported by the most rapid means and this, in most all cases, will be by voice. The more complete the information the better; however, notification should not be delayed in an attempt to obtain detailed information. The more detailed information is submitted via a Consolidated Oil/HPS Spill Report. Appendix I sets forth minimum information required to initiate effective response action. Should the discharge be such that it will, or may likely (1) generate critical public concern; or (2) pose a substantial threat to the public health and welfare; and be of high Navy or national interest, the appropriate OPREP-3 reports should also be made in accordance with OPNAVINST 3100.6.

b. Consolidated Oil/HPS Spill Report. An amplifying report shall be transmitted as soon as sufficient information is assembled. Appendix II sets forth the format to be used.

c. NOSC and NOSCDR. On receipt of the initial voice report, the Navy On-Scene Coordinator (NOSC) will notify the predesignated USCG On-Scene Coordinator and/or EPA On-Scene Coordinator and the Navy On-Scene Commander (NOSCDR) who has responsibility for response action. The predesignated NOSCDR, on investigation, will notify the NOSC if the magnitude and severity of the discharge requires additional resources for Phase III and IV operations and/or make recommendations as to the need for RRT/SRT activation. In cases where activation of the RRT/SRT is recommended, the NOSC will make such a request to the appropriate RRC. Based on the investigation of the discharge and/or assessment of control actions, a determination must be made by the NOSC regarding the need to notify local authorities and agencies such as:

Regional Water Quality Control Boards
Appropriate State (i.e., Virginia, Maryland, etc.) Department of Fish and Game
Industrial Water Users
Port District Operations
Fire Departments
Police Departments
Threatened Marinas and/or Beaches

When the RRT/SRT is activated, they will keep such agencies informed of the situation.

d. Pollution Reports (POLREPS). For medium and major discharges, POLREPS are required to be submitted by the OSC when Phases III and IV extend beyond a twelve hour period. In the event the Regional Response Team (RRT) has not been activated, the Navy On-Scene Coordinator (NOSC) will make these reports at 0800 and 2000 local time on each day of the operations. When the RRT has been activated, the RRT will make reports. (See Appendix III for format).

3. Response Coordination Communications. Rapid and effective communications during Phase II through IV operations are important to successful command and control of the response operations. Response activities may be limited to a relatively small operation in a harbor area or may cover many miles of coastal and shoreline with a major commitment of response forces. Voice communications between all elements (NOSC, NOSCDR, NOSOT, ships, craft, aircraft, beach patrols, working parties, etc., is necessary to effective control. Spill situation will vary; therefore, it is essential that communications plans are tailored to meet the situation presented. Communication equipment organic to the facilities as well as portable equipment will be required. Primary and alternate response operations frequencies are listed in Appendix IV to this Annex.

4. After-Action Reports. At the conclusion of Navy response action for oil discharges, the NOSCDR shall submit a report of response operations and action taken. (See Appendix V for After-Action Report format).

APPENDIX I TO ANNEX C

INITIAL NOTIFICATION

1. Upon the first indication that a discharge has occurred from a Navy facility or upon discovery of an unknown source discharge, an immediate voice notification shall be made to the nearest Navy On-Scene Coordinator (NOSC). Reports are to be made by telephone when available. When underway, reports shall be made over harbor common or fleet common to the nearest Port Service Office (PSO). PSO will immediately pass such notification to the NOSCDR. The report should contain the following:

a. Location of discharge
b. Quantity of discharge
c. Type of pollutant
d. Slick description
e. Action taken or to be taken
f. Source and cause (if known)
g. Time occurred/discovered
h. Person making the report

2. This report should be backed up with a submission of the Consolidated Oil/HPS spill report.

APPENDIX II TO ANNEX C

CONSOLIDATED OIL/HPS SPILL REPORT

1. All oil, gasoline, jet fuel or other hazardous polluting substance spills and discharges, whether minor or major in degree, from ship, vessel, barge, aircraft, offshore or onshore facility shall be reported. Likewise, the discovery of a slick or sheen from substances, the source of which is unknown, shall be reported. Reports shall be forwarded as soon as sufficient information is gathered, using the following consolidated format. Additional addresses in operational and administrative chains of command may be added as appropriate.

EXAMPLE
CONSOLIDATED OIL/HPS SPILL REPORT

Precedence: Minor discharges suspected to draw little public attention will be priority precedence. All other discharges will be immediate.

FROM: YOUR COMMAND
TO: SOPA(ADMIN) ( ) SUBAREA, SOPA( ) SUBAREA
INFO: CNO
CBC PORT HUENEME CA
FLEWEACEN NORFOLK VA (FOR SPILLS REQUIRING OIL SLICK MOVEMENT PREDICTION)
CHNAVMAT WASHINGTON DC
NAVFACENGCOMHQ ALEX VA
SOPA(ADMIN) HAMPTON ROADS AREA VA
COMFIVE NORFOLK VA
CCGD FIVE PORTSMOUTH VA
COGARD MSO HAMPTON ROADS AREA VA
CINCLANTFLT NORFOLK VA
COMCG HQ WASHINGTON DC
LANTNAVFACENGCOM NORFOLK VA
SOPA HAMPTON ROADS
REGION III ENVIRONMENTAL PROTECTION AGENCY
TYCOM OR MAJOR CLAIMANT
COMNAVSEASYSCOM WASHINGTON DC
UNCLAS //N03170//
CONSOLIDATED OIL/HPS SPILL REPORT (REPORT SYMBOL OPNAV 6240-1 MIN:ETAUTH)
CNO FOR OP-45, CHINFO
CBC FOR CODE 25
1. GMT DTG SPILL OCCURRED, AND/OR GMT DTG DISCOVERY.
2. SOURCE (SHIP NAME, UIC, HULL NO., DONUT, ETC.)
3. LOCATION (AREA, BUILDING DESIGNATION, PIER, BERTH OR LAT/LONG) AND INDICATE WHETHER SPILL WAS WITHIN OR OUTSIDE "CONTIGUOUS ZONE".
4. AMOUNT (GALLONS) IF UNK - LENGTH X WIDTH OF SLICK.

5. TYPE (NSFO, ND, JP-5, BILGE WASTE, HYDRAULIC FLUID, DIESEL, GASOLINE, BEST ESTIMATE).
6. SAMPLES TAKEN (YES, NO).
7. SLICK DESCRIPTION (BARELY VISIBLE, SILVERY, SLIGHTLY COLORED, BRIGHTLY COLORED, DARK, ETC.)
8. ACTION TAKEN/PLANNED:
   A. NONE (STATE REASON THEREFORE)
   B. CONTAINMENT (WHO, WHAT METHOD: I.E., BOOM HULL, CAMEL, WATER SPRAY, CHEMICAL) OTHER (SPECIFY)
9. ON SCENE WIND (DIRECTION, SPEED), SEA STATE
10. OIL SLICK MOVEMENT (SPEED/DIRECTIONS) ESTIMATE OR OBSERVATION
11. AREAS THREATENED OR DAMAGED (BEACH, MARINA, WILDLIFE REFUGE, WATER INTAKE) OTHER (SPECIFY)
12. POTENTIAL DANGERS (FIRE, EXPLOSION, TOXIC VAPOR, ETC.)
13. CAUSE OF SPILL (IDENTIFY SPECIFIC PROCEDURES AND/OR SPECIFIC EQUIPMENT INVOLVED IN CAUSE OF SPILL).
14. ASSISTANCE REQUIRED/GENERAL DISCUSSION.
15. TELEPHONE REPORT TO USCG NRC, INCLUDE NAME, DATE AND TIME .

APPENDIX III TO ANNEX C

POLLUTION REPORT (POLREP) FORMAT

1. POLREPS - For all medium and major discharges, further reports will be submitted in a timely manner as developments occur, and at 0800 and 2000 local time on each day of the operations. NOSCDRs shall ensure that the NOSC is provided the information required to prepare the POLREP. NOSCs will address POLREPS as requested by the RRT, when activated and assembled, or to RRT member agencies when RRT has not been activated. POLREPs are to be sent in serialized manner, i.e., POLREP 001, POLREP 002, etc. This format consists of five basic sections, as follows:

Situation: Should contain full details of the spill, including what happened, type and quantity of material, who is involved, extent of coverage, times, area threatened, success of control efforts and prognosis.

Action: Should include a summary of all action taken by the responsible party, state and local forces, the Federal Government or any others. Should include press releases made.

Plans: Should include all planned action by the responsible party, state and local forces, Federal Government and others.

Recommendations: Recommendations of the OSC and/or RRT, as applicable, should be included here. Initially, the classification of severity (minor, medium, major) should be included.

Status: Should indicate Federal participation pends or Federal participation terminated, as appropriate.

APPENDIX IV TO ANNEX C

COMMUNICATIONS PLAN

1. Initial coordination frequencies

   385.0 MHZ
   2717.4 (2716) KHZ

2. Primary frequencies

   36.25 MHZ
   41.71 MHZ

3. Other available frequencies/equipment

   NAVSTA NORVA (PWC) has 13 portable walkie-talkie and 54 mobile truck units that can communicate on 140.16 MHZ. Short-range units (3 to 4 miles).

APPENDIX V TO ANNEX C

AFTER-ACTION REPORT FORMATS

1. Minor, Medium and Major Discharges. The following report is required to be made by the NOSCDR taking response action. It provides data for analysis of response actions to improve prevention and control procedures and justification for funding requirements.

ROUTINE
FM: NOSCDR
TO: NOSC
INFO: USCG COTP/(OTHERS AS APPROPRIATE)
LANTNAVFACENGCOM NORFOLK VA
AFTER-ACTION REPORT
A. (DTG OF CONSOLIDATED OIL/HPS REPORT)
1. TRC: (Total resources committed, i.e., number of personnel, trucks, skimmers, boats, feet of boom, lbs/sheets of sorbent, etc. Military resources will be assumed unless otherwise indicated).
2. RT: (Time elapsed between notification and arrival on scene).
3. CT: (Time elapsed between arrival and final departure from scene).
4. CM: (Containment measures employed, i.e., boom, hearder, water stream, boat wash, ship hull, etc.)
5. MH: (Total manhours involved in response action).
6. RM: (Removal measures employed, i.e., type skimmer, sorbent, dispersal with fire hose, etc.)
7. AR: (Amount recovered. State "EST" if not actually measured).
8. CL: (Total labor costs (see note 1). Military assumed unless otherwise indicated).
9. CM: (Total costs of expended material. Military assumed unless otherwise indicated).
10. CE: (Total equipment costs (see note 1). Military assumed unless otherwise indicated).
11. AD: (Assessment of damage to wildlife, marine life, property, etc., and action taken to mitigate or correct such damage).
12. OA: (Other agencies on scene, i.e., USCG, EPA, Dept. of Fish and Game, Regional Water Quality Control Board, etc.)
13. ADD: (Additions or corrections to previous reports such as OPREP-3 NAVY BLUE, Commander's Situation Report, Consolidated Reports, etc.)
14. R/LL: (Recommendations, lessons learned and other remarks. An evaluation of contractor performance, if contractor used, can be included here).

NOTE 1: Data should be based on current NAVCOMPNOTE 7041 or NAVCOMPNOTE 7420 for military rates and general service rates, respectively. AMORTIZED equipment cost should be determined by available schedules or best estimate. Repairs to damage sustained should also be included.

ANNEX D

PUBLIC AFFAIRS

1. Introduction. Discharges are usually the result of error and little can be done to make all news coverage favorable. With the exception of small operational type spills, widespread interest and concern will usually be generated. Therefore, it is important to stress action taken to correct the error. Prompt, positive information and a sound news media relations program will help prevent biased reporting thus providing the public with accurate facts. This policy must be followed to obtain understanding from the public, ensure cooperation from all interested parties, and to check the spread of misinformation. National Administration policy and the Freedom of Information Act both call for maximum disclosure of information.

2. General Procedures. Public affairs response action can generally be envisioned as two levels of response: (a) where the Regional Response Team (RRT)/Subregional Response Team (SRT) is not activated, and (b) where the RRT/SRT has been activated.

a. In spills where the RRT/SRT is not activated, the NOSC will establish a public affairs team to respond to media queries, assemble facts relating to the spill and cleanup efforts, and establish liaison with other Federal, state and local agencies as deemed appropriate. The NOSC will provide communications support in the form of telephones at the Response Center to be used solely by the PAO team to receive and respond to queries. The telephone numbers will be made available to the media as soon as possible. Timely news releases of factual information should be issued periodically. The NOSC's PAO shall handle any matters which may be considered complex and/or sensitive. The Navy PAO will coordinate with CHINFO, as necessary, to provide guidance.

b. In spills where the RRT/SRT has been activated, the Navy PAO Officer will provide public affairs personnel and other materials, as requested by the appropriate chairman of the RRT/SRT to assist in establishing and operating a Regional News Office. The NOSC in whose area of responsibility the spill occurred will provide assistance as requested by the Director of the Regional News Office. The Director will maintain close liaison with the NOSC to ensure timely news releases of factual information, with formal clearance, as the situation develops and to roughly parallel the NOSCO's POLREP preparation. The NOSC will coordinate inputs to news releases from all participating agencies. All news releases involving major policy consideration will be cleared by the chairman of the RRT/SRT. The Director of the Regional News Office shall have free access to meetings of the RRT/SRT and should be consulted on possible reaction to the courses of action under consideration by the RRT/SRT.

3. Special Procedures for the General Public. In responding to queries from the general public, PAO officers will advise the callers or arrange to have the callers advised, on what the latest press release has reported. Speculative comments on such subjects as size or cause of spill, cleanup costs, environmental impact, etc., should be avoided particularly by personnel working at the scene. Such queries and/or complaints should be referred to the PAO Officer/News Office for appropriate response.

4. Procedures for Processing Unsolicited Proposals. All individuals and parties with proposals will be referred to the response organization designated evaluator. The evaluator shall be responsible for providing further referral service to the person(s) with expertise designated to evaluate their wares, proposals, etc.

ANNEX E

INVESTIGATION, LEGAL MATTERS AND FUNDING

1. Introduction. It is necessary to account for expenditures in Navy and non-Navy oil spills in which the Navy assists in the cleanup operations in order to receive proper reimbursement. Manpower, equipment and consumables expended will be charged to that Navy command or activity causing the spill. If it is an unknown Navy source, then it will be necessary for the NOSCDR (or ACOS OPS/PLANS COMFIVE, if in non-designated area of responsibility) to determine the originator of the discharge. This can be done by taking samples, photographs and statements from witnesses. In a non-Navy oil spill, the NOSC or ACOS OPS/PLANS COMFIVE will make the decision on Navy participation. Normally, Navy commands will not make resources available, expend funds or participate in operations unless reimbursement can be assured from the responsible party or from the Pollution Revolving Fund (administered by the USCG). When the RRT/SRT is activated after a Navy oil spill, it is necessary to arrange for Navy counsel to handle all legal matters necessary for the situation.

2. Investigation. Investigation of unknown Navy source may require, but not be limited to, the following:

a. Questioning of persons who may be responsible, advising them of their rights. Obtaining signed statements or reduce oral statements to writing, when witness will not give a written statement.

b. Note any suspect vessels on facilities.

c. Collect samples of oil or hazardous polluting substances and comparative samples from unaffected water in the vicinity.

d. Take color photographs showing source and extent of pollution. Record following on back of each print:

(1) Name and location of vessel or facility.

(2) Date and time photo taken.

(3) Name of photographer and witnesses.

(4) Shutter speed and lens opening.

(5) Type of film and processing used. (The Polaroid is recommended for less than professional photographers).

3. Sample Collection Procedures

a. In order for the sample pollutant to be of use for laboratory

analysis and resulting identification of discharger it is necessary to use a clean glass container, properly sealed. One quart size containers are recommended. When oil or hydrocarbons are to be sampled, the sealed closure should be glass, aluminum foil or teflon with proper sealing gasket or cap liner. Other pollutants may require different or special closure material and the analysis laboratory should be consulted whenever a question arises as to the appropriateness of any closure material.

b. Since it is not unusual for a pollution condition to change rapidly, samples should be taken in a timely fashion, and the time sequences and places noted.

c. The label on the bottle samples will include name and address of activity submitting the sample; number, date and time at which sample was taken; clear description of the source of the sample and signatures of the sample collector and one or more witnesses. FAILURE TO OBTAIN THE SIGNATURES OF WITNESSES MAY RENDER THE SAMPLE LEGALLY INDEFENSIBLE.

d. Shipment of samples will include date and time sample was submitted for shipment, the name of individual from whom it was received, date and time it was dispatched and the method of shipment and the name and address of consignee. All shipment information should be certified by an authorized representative of the common carrier or a postal official.

e. The individual receiving the sample should certify by signature the date and time of receipt, the name of the individual from whom the sample was received and the proposed disposition. If the sample is to be shipped to more than one laboratory, duplicate custody records bearing the same sample number should be completed.

3. Funding

a. In order to charge the responsible Navy activity for an oil spill or to charge for a non-Navy oil spill in which the Navy assisted, it is necessary to account for manpower, consumables and equipment involved in the evolution.

b. The following charges apply:

(1) Cost incurred by Navy industrial funded activities, including full labor costs and overhead.

(2) Travel costs (transportation and per diem) specifically requested by the Navy On-Scene Commander.

(3) Overtime for civilian personnel specifically requested by the Navy On-Scene Commander.

(4) Incremented maintenance costs of vessels, aircraft, vehicles and equipment to the extent that these costs are increased by the hours they are utilized.

(5) Fuel expended by vessels, aircraft, vehicles, and equipment in connection with response activity.

(6) Supplies, materials and minor equipment procured specifically for the response activity.

(7) Rental or lease costs for equipment obtained specifically for the response activity.

ANNEX F

USE OF VOLUNTEER ASSISTANCE

1. Volunteer. A person who enters into or offers himself/herself for a service, without expecting compensation thereof for rendering such a service, while having no legal concern or interest.

2. The NOSC shall determine the necessity for volunteer services utilization during containment and cleanup operations. Under normal conditions, the Navy will not request the service of volunteers, provided that the pollutant discharged is within Navy inhouse capability. However, if the NOSC does decide that volunteer assistance is needed, the news media shall be contacted for such assistance. The press announcements shall indicate:

a. Types of work for which volunteer services are needed.
b. Location and name of activity representatives on scene.
c. The volunteer coordinator's telephone number.

If volunteers appear on-scene when the demand for their services are not needed, they will be asked to leave, and an announcement shall be made explaining the reason why. (For instance, no immediate threat to critical water use areas and/or adequate personnel resources accessibility through active duty or reserve military personnel, etc.)

3. Volunteers may be used in specific areas such as beach surveillance, logistical support, bird and other wildlife treatment and scientific investigations. Normally, they should not be used for physical removal of pollutants. Volunteers should not be permitted at on-scene operations, if a substance is toxic to humans.

4. Details of the discharge and tasks to be performed must be passed to the volunteers prior to their participation. Information on the discharge and removal efforts should be provided during the operation to insure a coordinated effort and a sense of meaningful participation.

5. In cases where a prime contractor controls the deployment of a labor force, the prime contractor shall coordinate the use of volunteers. Individual(s) seeking employment in lieu of offering volunteer service, if such employment is available, shall be referred to the prime contractor.

6. Commercial organizations volunteering and/or offering their products, equipment and services must be treated on a case basis, since some are gratis and others are not.

ANNEX G

GENERAL INFORMATION ON HAZARDOUS SUBSTANCE SPILLS

1. Although prevention remains the first and most important line of defense, it must be recognized that even with the most comprehensive precautionary techniques, accidents involving the uncontrolled release of detrimental substances to the environment must be anticipated and appropriate response measures must be developed to minimize undesirable ecological effects. Hazardous materials involved in spills which enter a watercourse may be categorized on the basis of their densities and solubilities in water. The heavier, insoluble materials such as ethylene dichloride and sulfur will sink to the bottom of waterways. The removal of these contaiminants by physical means, such as suction or dredge type devices, is a possibility. Less dense water insoluble chemicals such as decyl alcohol will tend to float. The mechanical separation of these materials by confining the spill to a small area by booms and removing the materials by skimming should be relatively successful. In the case of water soluble materials such as phenol and acrylonitrile, mechanical means of removal are no longer possible since the spilled material will be in solution.

2. Priority Ranking System. Because water soluble chemicals present the greatest threat to the water eco-system from a counter-measure point of view, a priority ranking system for estimating the theoretical inherent hazard of these chemicals was prepared as part of an EPA sponsored state-of-art study on hazardous material spills.

RANK	SUBSTANCE
1	Phenol
2	Methyl Alcohol
3	Cyclic Rodenticides
4	Acrylonitrile
5	Chlorosulfonic Acid
6	Benzene
7	Ammonia
8	Misc. Cyclic Insecticides
9	Phosphorous Pentasulfide
10	Styrene
11	Acetone Cyanohydrin
12	Chlorine
13	Nonyl Phenol
14	DDT
15	Isoprene
16	Xylenes
17	Nitrophenol
18	Aldrin-Toxaphene Group
19	Ammonium Nitrate
20	Aluminum Sulfate

These substances include both organic and inorganic materials and range from solids to liquids to gases under standard conditions of pressure and temperature.

3. Defensive and Offensive Measures. The state-of-art study also provides a summary of possible measures that can be employed in responding to hazardous material spills. The countermeasures are divided into two major classifications: defensive and offensive. The defensive measures, which do not counteract the contaminant in the environment, consist of notifying all downstream water users of the occurrence of a spill and physically removing all bags, barrels and other containers which may still be leaking into the watercourse. The offensive measures include:

a. The addition of acidic or basic solutions to neutralize the spill.

b. The addition of specific complexing, chelating or precipitating agents for the formation of solids or compounds less toxic than the originally spilt contaminant.

c. The utilization of large scale equipment to treat contaminated water in place with powdered activated carbon, a coagulant such as alum and a polyelectrolyte so that the resulting chemical floc precipitates the carbon together with the absorbed contaminants.

d. The physical removal of flocs, solids and liquids which have sunk to the bottom.

e. The use of booming and skimming equipment to remove the contaminant light solids or liquids floating on the surface.

f. Aid natural dilution to reduce concentrations of spilled materials to a level below critical concentrations by means of mechanical mixers, such as outboard motors, to augment flow of the materials.

g. Contain spilled soluble materials so as to prevent diffusion throughout the aquatic environment, since most countermeasures are more effective with concentrated pollutants.

h. Burning of floating volatile materials where air pollution and safety considerations permit.

4. Critique of Countermeasures. In the critique of these countermeasures, the EPA sponsored state-of-art study points out the possible dangers that might result in applying several of these in that the resulting chemical compounds or precipitates may be more harmful to the environment than the original hazard. Disadvantages of existing carbon treatment methods are that grandular carbon treatment can be employed only where some type of treatment facility already exists, and in the case of powdered carbon, the

method is listed as speculative. Caution is advised in the use of the carbon techniques since there is reason to believe that the tremendous increase in the solids load may have undesirable effects. Removal of products which sink to the bottom by suction devices is listed as speculative since this method might involve the removal of large quantities of benthos along with the contaminant. Booming and skimming techniques, which have been widely used in the case of oil spills, provide a possible solution for spills of light insoluble materials. Mixing techniques for promoting dilution would be of value in only a limited number of circumstances. Containment techniques could be applied only in a very limited number of cases where the material remains confined in a small isolated area so as to minimize threats to safety and air quality.

5. Current Status. It is clear from the above that adequate control, neutralization and treatment techniques for countering spills of hazardous materials are practically nonexistent. These countermeasures for the most part require technology not presently available. Nevertheless, it is considered that new and useful techniques can be developed by intensive experimental programs on spill control and cleanup methods.

ANNEX H

TECHNICAL INFORMATION

1. Technical Library. A technical library of pertinent pollution control technical documents will be maintained in the NRC and in each RRC. Such information should be useful as reference information to the experienced NOSC and instructional to less experienced personnel.

2. Specific References

a. As a minimum, the following reference documents should be maintained by each NOSC and, as necessary, by each NOSCDR.

(1) Current National Oil and Hazardous Materials Pollution Contingency Plan.

(2) Current Regional and State Oil and Hazardous Materials Pollution Contingency Plan.

(3) Current Directory of the American Council of Independent Laboratories.

(4) Encyclopedia of Chemical Technology, 22 Vols., Kirkothmer, 2nd Edition C 1963-1971, John Wiley & Sons, New York, NY

(5) Character and Control of Sea Pollution by Oil (American Petroleum Institute, October 1963)

(6) Chemical Data Guide for Bulk Shipment by Water (U. S. Coast Guard CG-388)

(7) Federal Disaster Assistance Program - Handbook for Applicants FDAA 3300.1, July 1973

(8) Federal Disaster Assistance Program - Eligibility Handbook 3300.2 July 1973

(9) Federal Disaster Assistance Program - Handbook for State and Federal Officials 3000.4, December 1973

(10) Handbook for Federal Agency Inspectors (OEP Circular 4000.6A February 1969)

(11) Handbook of Toxicology (National Academy of Sciences/National Research Council)

(12) Oil and Hazardous Materials, Emergency Procedures in the Water Environment (USDOI, FWQA, CWR 10-1)

(13) Oil Spillage Study Literature Search and Critical Evaluation for Selection of Promising Techniques to Control and Prevent Damage (Battelle Northwest, November 1967)

(14) U. S. Corps of Engineers' Regulations ER 500-1-1 and ER 500-1-8 Emergency Employment of Army Resources (Natural Disaster Activities)

(15) National Disaster Manual for State and Local Applicants (OEP Circular 4000.4A, 1968)

(16) Manual for the Prevention of Water Pollution During Oil Terminal Transfer Operations (American Petroleum Institute, 1964)

(17) 46 CFR 146, Transportation or Storage of Explosives or Other Dangerous Articles or Substances, and Combustible Liquids on Board Vessels

(18) 33 CFR 3, 6, 121, 122, 124-6, Security of Vessels and Waterfront Facilities (USCG CG-239)

(19) 33 and 40 CFR Parts Implementing Section 311 of the Federal Water Pollution Control Act, as amended

(20) The RRC has access to the EPA Technical Assistance Data System (TADS)

b. In addition to this minimum library, the following are maintained in the RRC library:

(1) Dangerous Properties of Industrial Materials (Reinhold, 1968)

(2) Merck Index (Merck, 1968)

(3) Pesticide Handbook - Entoma (College Science Pub., 1970)

(4) Clinical Handbook on Economic Poisons (USDHEW, PHS Pub. #476)

(5) Oil Sampling Techniques (USDOI, FWPCA, DAST-12)

(6) Farm Chemical Handbook (Meister Pub. Co., 1971)

(7) MCA Chem-Card Manual (Manufacturing Chemists' Assn., 1970)

(8) Chemical Hazards Response Information System (CHRIS)

(9) Chemical Dictionary

(10) Lloyds Register of Shipping

(11) Merchant Vessels of the U. S.

(12) Pollution Related Laws & Treaties in Effect

101

COMMANDANT FIFTH NAVAL DISTRICT
COMMANDER NAVAL BASE
NORFOLK, VIRGINIA 23511

COMFIVE/COMNAVBASE
NORVAINST 3170.1A
Code N31

5 FEB 1979

COMFIVE/COMNAVBASE NORVA INSTRUCTION 3170.1A

Subj: Area Oil and Hazardous Substance Pollution Contingency Plan

Ref: (a) U. S. Navy Regulations
(b) OPNAVINST 6240.3E
(c) Oil Spill Control for Inland Waters and Harbors, NAVFAC Manual P-908 (NOTAL)
(d) Federal Register, Volume 40, Number 28 (pp 6282-6302) dtd 10 Feb 1978. Council on Environmental Quality. National Oil and Hazardous Substances Pollution Contingency Plan. (NOTAL)
(e) Contingency Plan for Spills of Oil and Other Hazardous Materials for Inland Waters of Region III (EPA). (NOTAL)
(f) Coastal Region III Oil and Hazardous Substances Pollution Contingency Plan (USCG). (NOTAL)
(g) COMNAVBASENORVAINST 5400.1D

Encl: (1) Fifth Naval District Oil and Hazardous Substance Pollution Contingency Plan

1. Purpose. To promulgate an area contingency plan as required of the area coordinator by references (b) and (c). This contingency plan is directed primarily at those commands/activities responsible for oil and hazardous substance pollution removal.

2. Cancellation. COMFIVE/COMNAVBASENORVAINST 3170.1.

3. Revision. It is recognized that experience and changes in "the state of the art" will require continuing revisions to this plan. Addressees are requested to submit comments, recommendations, additions or deletions whenever appropriate in order to maintain this plan in a current condition.

4. Discussion. Reference (a) requires Navy cooperation with local, state and other governmental authorities in the prevention, control and abatement of environmental pollution to the extent resources and operational considerations permit. Reference (b) designates the District Commandant as Area Coordinator to coordinate and implement the National Oil and Hazardous Substances Pollution Contingency Plan. Reference (c) contains the most current information concerning spills of Navy petroleum products; pertinent governing laws and regulations; and recommended equipment, practices and procedures for the prevention, containment, removal

and disposal of spilled oil. Reference (d) provides for a pattern of coordinated and integrated response by departments and agencies of the Federal Government to protect the environment from the damaging effects of pollution discharges. References (e) and (f) are the contingency plans of the EPA and USCG, which overlap the Fifth Naval District. Reference (g) is the SOPA(ADMIN) Manual for the Hampton Roads area.

5. Action. Those activities or commands, designated in this plan, responsible for containing, removing and disposing of oil and hazardous substances will:

a. Keep Commandant advised annually on 1 February of equipment requirements in the Oil Spill Control Equipment Annual Allowance Requirements Review (AARR).

b. Conduct necessary preventative maintenance on oil spill control equipment to insure operability for contingency requirements.

c. Conduct necessary training to insure maximum utilization of oil spill control equipment for when employment of same becomes necessary.

d. Promulgate supplemental instructions to this contingency plan in order to effectively respond to spills in a timely fashion.

R. E. NICHOLSON

Distribution (COMFIVE/COMNAVBASENORVAINST 5216.2K)
List I (only 66,77,80,91) (1 copy ea)
List I (only 7,12,25,32,47,74,86) (2 copies ea)
List I (only 10,22) (3 copies ea)
List I (only 6,75,79) (5 copies ea)
List I (only 59) (8 copies)
List I (only 84) (10 copies)
List II (only 17,19) (3 copies ea)
List II (only 13) (5 copies)
List IV (only 6) (3 copies)
List V (only 10,14) (2 copies ea)
List VI (only 22,25,32,54) (1 copy ea)
List VI (only 1,20,29,31) (2 copies ea)
List VI (only 10,39,46) (3 copies ea)
List VI (only 4,40,41) (6 copies ea)
List VI (only 38) (10 copies)
COMFOUR (2 copies)
COMSIX (2 copies)
MSO NORFOLK (1 copy)
PORT CONTROL OFFICE, MOREHEAD CITY NC (1 copy)
COMTACSUPWING ONE (1 copy)

(180 copies)

Stocked by: COMNAVBASE NORVA (Code N13)

FIFTH NAVAL DISTRICT OIL AND HAZARDOUS SUBSTANCE POLLUTION CONTINGENCY PLAN

INTRODUCTION

A. INTRODUCTION

1. Authority

a. References (b) and (c) directs area coordinators to:

(1) Coordinate with local commands and appropriate local, state and Federal agencies in the implementation of the National Contingency Plan on a regional basis.

(2) Promulgate an area contingency plan to be supplemented by appropriate instructions by naval activities and commands in the District to support the plan.

b. This is the contingency plan for Navy polluting discharges in U. S. territorial and inland waters of the Fifth Naval District and non-Navy discharges when so directed by authorizing authority.

2. Purpose and Objective

a. This plan provides for a rapid and integrated Navy response to pollution spills from Navy facilities and commands in order to protect the environment from the potential damaging effects of such spills. It also provides for the coordination of response capability of other Federal, state and local Government agencies, and private agencies developed to handle such spills, when the magnitude of the spill is such that Navy capabilities are exceeded. The plan establishes and assigns responsibilities for Navy On-Scene Operation Teams (NOSOT), pre-designated Navy On-Scene Coordinators (NOSC) and pre-designated Navy On-Scene Commanders (NOSCDR); a system of notification and reporting; establishes a concept of operations; and provides for administrative reports required for such operations.

b. A correlative objective of this plan is to encourage, on a local level, the continued development of equipments and techniques for the reporting, control and removal of spills as well as the abatement of spills.

3. Scope

a. This plan is effective for the area of responsibility of the Commandant Fifth Naval District. This includes (1) contiguous zones (12 mile limit), (2) coastal territorial waters (3 mile limit), (3) ports and harbors, (4) inland waters and (5) lakes and streams where a threat to the environment exists.

b. This plan is applicable to all Navy activities and commands within the Fifth Naval District area of responsibility.

4. Abbreviations

COTP - U. S. Coast Guard Captain of the Port
DF&G - Department of Fish and Game
EPA - Environmental Protection Agency
NOAA - National Oceanographic and Atmospheric Administration
NOSC - Navy On-Scene Coordinator
NOSCDR - Navy On-Scene Commander
NOSOT - Navy On-Scene Operations Team
NRC - National Response Center
NRT - National Response Team
POLREP - Pollution Report
RRC - U. S. Coast Guard or EPA Regional Response Center
RRT - U. S. Coast Guard or EPA Regional Response Team
SRC - U. S. Coast Guard or EPA Sub-Regional Response Center
SRT - U. S. Coast Guard or EPA Sub-Regional Response Team

5. Definitions

a. Coastal Waters - Generally are those United States marine waters navigable by deep draft vessels, including the contiguous zone, the high seas, and other areas where tide ebbs and flows.

b. Contiguous Zone - Means the entire zone established by the United States under Article 24 of the Convention on the Territorial Sea and the Contiguous Zone. This is the zone contiguous to the territorial sea, assumed to extend 12 miles seaward from the baseline where the territorial sea begins.

c. Discharge - Any spilling, leaking, pumping, pouring, emitting, emptying, or dumping.

(1) Minor Discharge - A discharge in the inland waters of less than 1000 gallons of oil; or in the coastal waters, a discharge of less than 10,000 gallons of oil. Discharges of hazardous substances, to be designated by regulations, shall be classed as medium or major. (Discharges of oil or hazardous substances that: (1) generate critical public concern; or (2) pose a substantial threat to the public health or welfare shall be classified as "major" discharges.)

(2) Medium Discharge - A discharge of 1000 to 10,000 gallons of oil in the inland waters; or 10,000 to 100,000 gallons of oil in the coastal waters; or a discharge of a hazardous substance in a harmful quantity as specified by regulation. (Discharges of oil or hazardous substances that: (1) generate critical public concern; or (2) pose a substantial threat to the public health or welfare shall be classified as "major" discharges.)

(3) Major Discharge - A discharge of oil of more than 10,000 gallons in the inland waters or more than 100,000 gallons in coastal waters; or a discharge of a hazardous substance that (1) generates critical public concern; or (2) poses a substantial threat to the public health and welfare.

d. Oil - Oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with waste other than dredged oil.

e. Hazardous Substance - Means any substance, other than oil which, when discharged in any quantity into or upon the navigable waters of the United States or their tributaries, may pose an imminent or substantial damage to the public health or welfare.

f. Inland Waters - Generally are those navigable waters upstream from the coastal waters.

g. Navy On-Scene Coordinator (NOSC). The naval official predesignated by this instruction to coordinate and direct Navy discharge removal efforts at the scene of an oil or hazardous substance spill.

h. Navy On-Scene Commander (NOSCDR). That Navy commander who has been assigned operational control of cleanup operations for a predesignated geographical area. He is responsible for the effectiveness, inclusive of providing the necessary manpower, equipment, materials, expertise and services on the scene for the On-Scene Operations Team.

i. Navy On-Scene Operations Team (NOSOT). Those predesignated personnel trained in the various aspects of oil spill cleanup operations and techniques.

B. COORDINATION WITH OTHER GOVERNMENTAL AGENCIES

1. Policy. The U. S. Navy will comply with Federal policy regarding pollution discharges outlined in reference (b) and basically stated in Annex I of this contingency plan.

2. Non-Navy Oil Spills. Fifth Naval District participation in non-Navy oil spills shall be in accordance with the provisions of the National Contingency Plan and specific EPA/USCG/USN interagency agreements. The focal point for Navy response to National Response Team (NRT) assistance requests in the case of non-Navy oil spills is Superintendent of Salvage (SUPSALV), COMNAVSEASYSCOM - OOC. However, in the case of small non-Navy oil spills, upon authenticated request of the NRT, RRT, or OSC, the Navy representative on the RRT (COMFIVE, DIR OPS/Plans) may commit Navy assets under his control to assist in the cleanup operations.

3. Navy Oil Spills

a. The Navy On-Scene Coordinator or Navy On-Scene Commander, for a Navy caused spill, has responsibilities equivalent to those specified for the EPA/USCG OSC in the National Contingency Plan. However, there are certain functions which the EPA/USCG On-Scene Coordinator (OSC) may always be expected to perform:

(1) Upon receipt of report of a spill, determine the threat to public health and welfare, the type and quantity of material spilled, and the source.

(2) Effect notification, designate the severity of the situation, as required by the National Contingency Plan.

(3) If the source of the spill is unknown or denied, the EPA/USCG OSC is authorized to conduct investigations which may include on-scene inspection, questioning of witnesses, photography, or collection and laboratory analyses of samples.

b. Notwithstanding the authority of the EPA/USCG OSC, the Navy On-Scene Coordinator/Commander shall perform all functions essential to assure that the oil, caused by a Navy spill, is removed. The Navy On-Scene Coordinator/Commander should coordinate closely with EPA/USCG, perform all functions possible to insure EPA/USCG action is not necessary, and shall not relinquish the function of On-Scene Coordinator/Commander except as a result of EPA/USCG decision.

c. The content of this Contingency Plan supplements and is compatible with EPA and USCG regional plans.

C. FIFTH NAVAL DISTRICT ORGANIZATION FOR WATER POLLUTION CLEANUP

1. Basic Guidance. U. S. naval commands and activities in the Fifth Naval District will:

a. Work towards achieving minimal amount of oil spills from naval activities.

b. Restrict the use of dispersants for combatting oil spills in U. S. navigable waters and the contiguous zone to uses which will reduce hazards to human life and property. The purchase of dispersants in conflict with local, state and Federal regulations is not authorized. The National Contingency Plan places a total prohibition on the use of sinking agents. If use of dispersants is desired, permission must be gained from regional EPA in accordance with National Contingency Plan.

c. Report all oil spills that produce a visible sheen in U. S. navigable waters and the contiguous zone to the Commander Fifth Coast Guard District or Regional Office III of the EPA, as appropriate, and the Commandant Fifth Naval District (Area Coordinator). East of Route 95 is USCG responsibility. West of Route 95 is EPA responsibility.

d. Supplement this plan with additional instructions, to remove or mitigate the effects of spills of oil from inland, coastal and contiguous zone waters (designated commands and activities are identified in the latter part of this section).

e. Establish appropriate emergency plans with cognizant agencies to deal with pollutants caused by Navy discharges of oil and oily wastes beyond Navy capabilities to handle (NOSCs).

2. Specific Responsibilities

a. COMFIVE, as the area coordinator will:

(1) Advise EPA and U. S. Coast Guard of the names of the predesignated Navy On-Scene Coordinators and RRT representatives to insure maximum coordination in a spill response action.

(2) Determine, with appropriate field activities, the equipment necessary for implementation of the contingency plans. Annually, submit on 15 April, these requirements in the Oil Spill Control Equipment Annual Allowance Requirements Review (AARR) to the Civil Engineer Support Office, Port Hueneme, California.

(3) Enlist the technical support of Navy laboratories, NAVFAC Engineering Field Divisions, SUPSALV, and the Naval Environmental Protection Support Service for the evaluation of environmental effects caused by a spill on the efficiency of the cleanup operation. Such scientific support as short-term post-spill biological and chemical surveys will be of value to the Navy during possible litigation as well as in improving the cleanup techniques and equipment.

b. The ship or shore activity causing an oil spill is responsible for the costs of resources expended in a cleanup.

c. The following Navy On-Scene Coordinators (NOSCs) are predesignated for coordinating all Navy oil and hazardous discharge response capability in their respective areas of responsibility:

Commander Naval Base, Norfolk
Commanding Officer, Naval Reserve Center, Baltimore, MD
Commanding Officer, Naval Amphibious Base, Little Creek
(for spills at Morehead City only)

d. The following commands are predesignated as Navy On-Scene Commanders (NOSCDRs) for their respective areas of responsibility, reporting to the NOSC (Commander Naval Base, Norfolk):

Commanding Officer, Naval Station, Norfolk
Commanding Officer, Naval Amphibious Base, Little Creek
Commander Norfolk Naval Shipyard, Portsmouth
Commanding Officer, Naval Weapons Station, Yorktown

(NOSCDRs areas of responsibility equate to respective SOPA(ADMIN) Subareas defined in reference (g)). See Appendix III, Annex B of this plan.

e. The Director, Operations/Plans, Fifth Naval District, is designated On-Scene Coordinator for discharges not the responsibility of one of the above listed On-Scene Coordinators. The Director will serve as primary member of the Regional Response Team. The Operations Officer will serve as alternate.

f. NOSCs at Baltimore and Little Creek (for Morehead City only) and NOSCDRs listed above will issue instructions that supplement this contingency plan. Instructions will:

(1) Direct implementation of this plan.

(2) Include information peculiar to the activity and essential to activity action in performing functions and responsibilities required by this contingency plan.

(3) Utilize reference (c) as a guide in supplementing this plan. Copies of reference (c) are available at Navy Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120.

g. The Atlantic Division, Naval Facilities Engineering Command will provide technical advice and assistance to all District activities upon request.

h. Following are the major functions of the Navy On-Scene Coordinator:

(1) Notify:

(a) Regional Response Team (RRT) (USCG or EPA, as appropriate).

(b) Appropriate local Government agencies, i.e., regional quality control boards, State (i.e., Virginia, Maryland) Department of Fish and Game, industrial water users, Port District Operations, fire departments, police departments, threatened marinas and/or beaches.

(2) Coordinate and direct all local Navy and/or contractor/civilian agency response to a Navy caused oil spill within area of responsibility.

(3) Designate related Navy On-Scene Commanders (not already designated in this contingency plan).

(4) Coordinate the provision of personnel, material and equipment from facilities and forces afloat within area of responsibility. Demands should be commensurate with the severity of the response requirements and operational requirements of the individual commands.

(5) Negotiate work order type contracts directly or through EPA/USCG, to augment the Navy in-house capability as required to cope with the spill.

(6) Establish a public affairs organization to be the sole source of news releases concerning minor spills within area. This capability will be provided by the RRT if activated.

(7) Establish liaison with USCG, EPA, the State Department of Fish and Game, Regional Water Quality Control Board and other local governmental or community/commercial organizations concerned with water quality and/or pollution spill cleanup.

(8) Provide for legal counsel experienced in the area of environmental law and tort claims.

(9) Provide a coordinator to act as the focal point for handling offers of assistance from concerned citizens and civic organizations.

(10) Coordinate transportation and other logistic requirements, i.e., helo lift and surveillance, food, sanitation services, billeting, etc.

(11) Advise the Commandant or Fleet Commander of additional assistance that may be required over and above own response capability to effectively cope with the situation.

(12) Upon receipt of initial report of a spill, notify the Commandant or responsible Fleet Commander whether the spill constitutes a threat to human health or welfare, endangers critical water areas, receives major coverage in the public press, or becomes the focus for an enforcement action.

(13) Establish primary and alternate frequencies for internal and external reporting requirements.

(14) Maintain a detailed record of events connected with each spill. These are legal documents and may be summoned during any legal action.

(15) Prepare and submit final report on medium and major spills.

i. Following are the major functions of the Navy On-Scene Commander (NOSCDR):

(1) Establish, equip and train On-Scene Operations Team(s) (OSOT).

(2) Make initial telephone notification and submit situation reports to NOSC.

(3) Provide personnel, materials, and equipment as required for each OSOT. Demands on other facilities and forces afloat within sub-area of responsibility should be commensurate with the severity of the response requirement and operational requirements of the individual commands.

(4) Advise the Navy On-Scene Coordinator of additional assistance that may be provided over and above sub-area response capability.

(5) Be prepared to utilize cleanup contractors when the limits of Navy assets have been reached.

(6) Maintain a detailed log of all events during the oil spill cleanup operations. These logs are legal documents that may be required for subsequent litigation.

(7) Prepare and submit final report on minor spills.

j. Following are the functions of the Navy On-Scene Operations Team (NOSOT):

(1) Develop an expertise in spill cleanup techniques, keeping abreast of the latest developments in this field.

(2) Take charge of all resources committed and directly supervise the conduct of spill cleanup operations on the scene, from initial arrival through restoration.

(3) Upon arrival on the scene, evaluate the situation and advise the NOSCDR of information required to make initial report and recommendations as to action to be taken and additional resources needed.

(4) If source of spill is unknown, take samples for laboratory analysis. These shall be provided to the USCG or EPA OSC. If source of spill is suspect, take samples from water and from the suspected vessel and forward the samples to the Atlantic Division, Naval Facilities Engineering Command, Code 114, phone 444-7313.

(5) Use all means available to contain or divert spill from critical water areas, and complete cleanup in minimum time.

(6) Keep the NOSCDR informed, at frequent intervals, as to the status of operations. Use of portable radios will be required when telephone is not readily accessible. See Annex C, Appendix IV for frequencies which have been allocated by the Federal Communications Commission.

(7) When services of contractor(s) are used, coordinate their efforts with Navy efforts and monitor their performance. Verify equipment and labor timekeeping vouchers daily.

(8) Maintain documentation of spill cleanup operations. Information obtained should be used to improve procedures and make recommendations as to predesignated personnel, equipment and material requirements.

(9) Maintain a library of applicable operating manuals, new equipment and materials, new techniques, lessons learned, etc.

Functional Organization Chart for Spill Cleanup Response

NAVY ON-SCENE COORDINATOR
(NOSC)

1. NOTIFICATION OF APPROPRIATE GOVERNMENT AGENCIES
2. NOSCDR COORDINATION
3. CONTRACT NEGOTIATION
4. LOCAL GOVERNMENT AGENCY LIAISON
5. USCG/EPA OSC LIAISON
6. DOCUMENTATION OF SPILL CLEANUP OPERATIONS
7. PUBLIC AFFAIRS COORDINATION
8. LEGAL COUNSEL
9. VOLUNTEER COORDINATION
10. TRANSPORTATION COORDINATION
11. PHASE V OPERATIONS
12. REPORTS

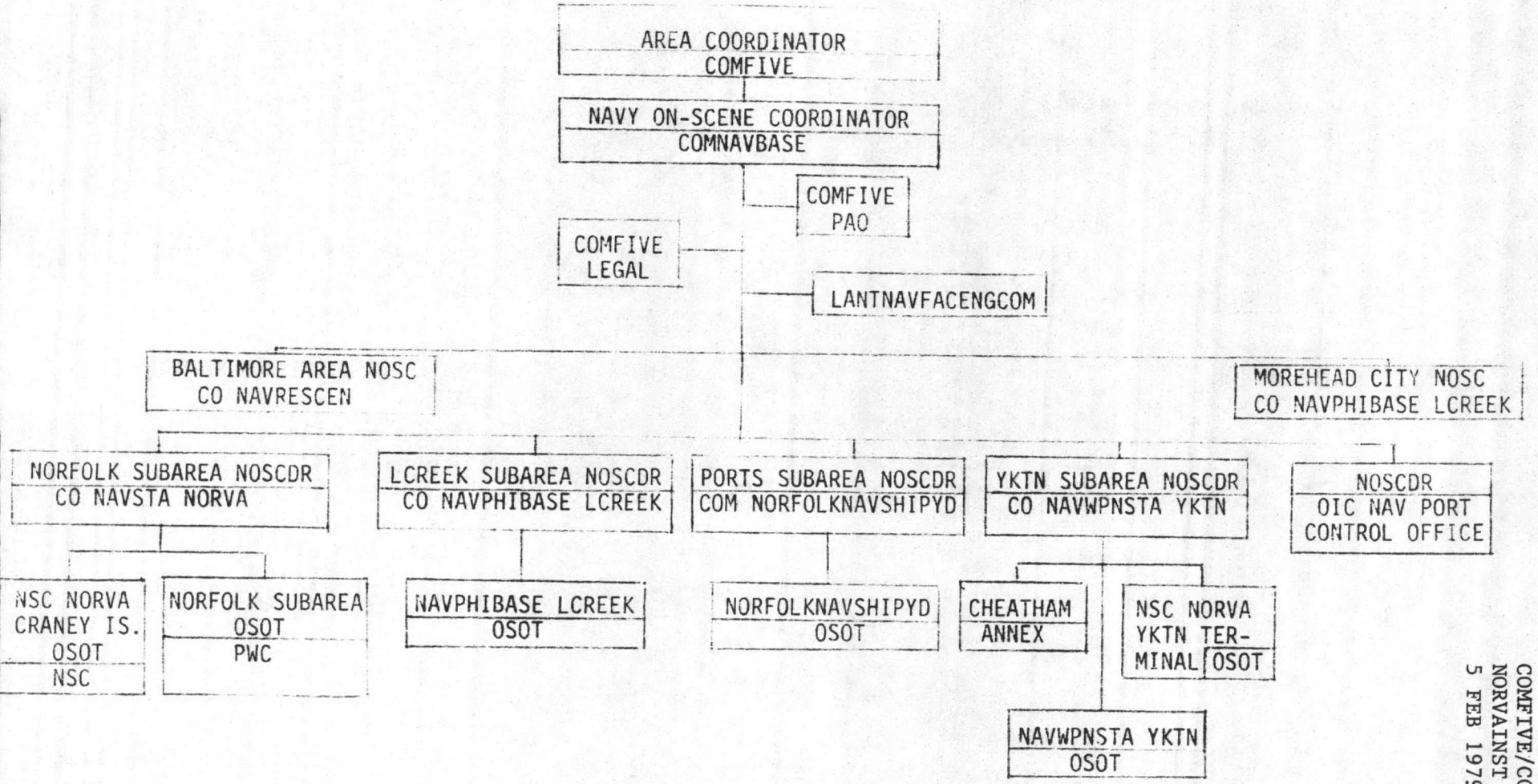
NAVY ON-SCENE COMMANDER
(NOSCDR)

1. SITREPS TO NOSC
2. CONTRACTOR UTILIZATION
3. RESPONSE SCHEME PLANNING AND SUPERVISION
4. DOCUMENTATION OF SPILL CLEANUP OPERATIONS
5. TRANSPORTATION CONTROL
6. ESTABLISH, EQUIP AND TRAIN OSOT

ON-SCENE OPERATIONS TEAM
(OSOT)

1. DIRECT AND/OR CONDUCT CONTAINMENT AND CLEANUP OPERATION PHASE II, III
2. CONDUCT INVESTIGATION AND OBTAIN SAMPLES (UNKNOWN SOURCE ONLY)
3. DIRECT AND/OR CONDUCT RESTORATION OPERATIONS PHASE IV
4. REPORTS

ORGANIZATION CHART OF SPILL CLEANUP RESPONSE



m. Initial Notification of Oil Spill

(1) By Responsible Command to:
(reporting details for Hampton Roads in Naval Base, Norfolk SOPA Manual)

- NOSCDR (should be notified first, as NOSCDR has resources with which to effect rapid response).

- NOSC

- NRC (800) 424-8802

(2) By NOSC to:

- Commander Fifth Coast Guard District or Regional Office III of the EPA (east of Rt. 95, USCG; west of 95, EPA)

- Appropriate Government agencies, i.e;

Regional Water Quality Control Boards
State (i.e., Virginia, Maryland, etc.) Department of Fish and Game
Industrial Water Users
Port/District Operations
Fire Departments
Police Departments
Threatened Marinas and/or Beaches

(3) By NOSCDR to:

- NOSC, SITREPS

ANNEXES

A. FEDERAL POLICY, RESPONSIBILITY AND ORGANIZATION

B. OPERATIONAL TECHNIQUES

Appendix I - Operation-Response Phases
Appendix II - Coordinating Instructions
Appendix III - Area Boundaries
Appendix IV - Available Navy Resources
Appendix V - Notification Points of Contact
Appendix VI - Critical Water Use Areas and Industrial Water Users
Appendix VII - Oil Spill Contractors
Appendix VIII - Oil Discharge Cleanup Agents and Equipment
Appendix IX - Scientific Advisory Groups

C. COMMUNICATIONS AND REPORTS

Appendix I - Initial Notification
Appendix II - Consolidated Oil/HPS Spill Report
Appendix III - POLREP
Appendix IV - Communications Plan
Appendix V - After Action Report Format

D. PUBLIC AFFAIRS

E. INVESTIGATION, LEGAL MATTERS, AND FUNDING

F. USE OF VOLUNTEER ASSISTANCE

G. GENERAL INFORMATION ON HAZARDOUS SUBSTANCE SPILLS

H. TECHNICAL INFORMATION

ANNEX A

FEDERAL POLICY, RESPONSIBILITY AND ORGANIZATION

1. Federal Policy. Federal law prohibits the discharge of oil from any vessel, from any on-shore or off-shore facility, into or upon the navigable waters of the U. S., adjoining shorelines, or the waters of the contiguous zone. It prohibits a discharge that would cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon the adjoining shorelines. Federal law, which adapted the provisions of the International Convention for the Prevention of Pollution of the Sea by Oil, prohibits the discharge of oil or oily mixtures from a ship except when outside the 50-mile limit of the United States coastline.

2. Federal Responsibility. Each of the primary and advisory Federal agencies has responsibilities established by statute, Executive Order or Presidential Directive which may bear on the Federal response to a pollution spill. Annex VII of reference (d) assigns the responsibilities and authorities of these agencies relevant to the control of pollution spills.

3. Regional Response Team. The Regional Response Team (RRT) consists of representatives of the primary (DOT, DOD, DOC, EPA, and DOI) and selected advisory agencies (DOJ, DOS, DHEW, ERDA, and HUD) as appropriate. The RRT acts within its region as an emergency response team performing response functions similar to NRT. It serves as the regional body for planning and preparedness actions prior to a pollution discharge and for coordination and advice during a pollution emergency. The RRT determines the duration and extent of the Federal response and when a shift of on-scene coordination from the predesignated OSC to another OSC is indicated by the circumstances or progress of a pollution discharge, the RRT is activated automatically in the event of a major or potential major discharge. The RRT shall be activated during any other pollution emergency by an oral request from any primary agency representative to the chairman of the team.

4. Regional Response Center (RRC). Regional Response Centers are located in the Region III office of the Environmental Protection Agency, Philadelphia, Pennsylvania and the Headquarters Fifth Coast Guard District, Portsmouth, Virginia. Sub-regional centers are established in cognizant Coast Guard Captain of the Port offices. Captains of the Port are listed in Annex B, Appendix V. Regional Centers provide communication, information, storage and other necessary personnel and facilities to promote the proper functioning and administration of regional pollution emergency response operations.

ANNEX B

OPERATIONAL TECHNIQUES

1. The continued development and improvement of response techniques makes it impossible to delineate precisely the optimum operating conditions for each case. The selection of the best method should be based entirely on the objective of minimizing environmental damage. The decision is a complex one, because the use of a given technique and the results obtained are strongly influenced by the following environmental parameters:

Wind
Sea State
Natural Diffusion
Currents and Flow
Water Temperature
Ecological, Social and Economic Values Threatened
Type of Pollutant

2. To be prepared for the eventuality of a spill of any given location, a thorough understanding of the particular environment and its social and biological characteristics must be known by those charged with oil spill cleanup.

3. Pages 3-36 to 3-123 of reference (c) cover most all aspects of oil cleaning in open ocean, bay and estuaries (including harbor complexes), rivers, lakes and shorelines. A reading of these pages and a local plan of attack are necessary prior to any oil spill in order to make maximum efficient utilization of equipment/personnel as well as reduce spill damage to a minimum.

APPENDIX I TO ANNEX B

OPERATION-RESPONSE PHASES

1. Phase Groupings. The actions taken to respond to a pollution discharge are separated into five relatively distinct classes or phases: Discovery and Notification; Evaluation and Initiation of Action; Containment and Countermeasures; Cleanup, Mitigation, and Disposal; and Documentation and Cost Recovery. Elements of any one phase may occur concurrently with one or more other phases.

a. Phase I -- Discovery and Notification. A discovery of a spill may take the form of a report from the discharger in accordance with the requirements of the National Contingency Plan and OPNAVINST 6240.3. Discovery may also be deliberate through procedures such as vessel and aircraft patrols and searches. It may be from random discoveries by incidental observations of Government agencies or from the general public. Random reports may be initially from fishermen, fishing or pleasure boats, fire departments, police departments, telephone operators, port authorities, news media, etc., as well as from official Navy channels. At any rate, where the Navy is directly involved, random discovery must be made official and reports made as explained in Annex C.

b. Phase II -- Evaluation and Initiation of Action. The Navy OSC shall insure that a report of a discharge is immediately investigated. He shall:

(1) Evaluate the magnitude and severity of the discharge.

(2) Determine feasibility of removal.

(3) Assess the effectiveness of removal actions.

The Navy OSC shall, in accordance with the governing EPA or USCG Regional Plan, advise the RRC of Navy action taken and to be taken, and whether there is any need for further Federal assistance beyond Navy action. Any request for EPA/USCG assistance should be made only when Navy capability is clearly limited, and in full realization of Navy responsibility, including Navy funding. The Navy OSC shall direct the maintenance of adequate surveillance to assure that removal actions are properly carried out.

c. Phase III -- Containment and Countermeasures. These are defensive actions to be initiated as soon as possible after discovery and notification of a discharge. These actions may include public health and welfare protection activities, source control procedures, salvage operations, placement of physical barriers to halt or slow the spread of oil, emplacement or activation of booms or barriers to protect specific installations or areas, control of the water discharge from upstream impoundments, and employment of chemicals

and other materials to restrain the oil and its effects on water-related resources. Chapter 3 of reference (c) must be referred to for detailed guidance in containment and countermeasures actions.

d. Phase IV -- Cleanup, Mitigation and Disposal. This includes actions taken to recover the oil from the water and affected shoreline areas, and monitoring activities to determine the scope and effectiveness of removal actions. Actions that could be taken include the use of sorbers, skimmers, and other collection devices, or special treatment techniques to protect water supplies or wildlife resources from continuing damage. Chapter 3, Section 3 of reference (c) must be referred to for detailed guidelines on cleanup, mitigation and disposal methods.

e. Phase V -- Documentation and Cost Recovery. The functions of this phase are particularly important where reimbursement to the Navy or by the Navy is appropriate. All costs incurred by the Navy, when requested by EPA/USCG to assist in the Federal response to a discharge situation, should be accurately and completely recorded and documented. Under the situation of the Navy providing assistance in the Federal response, the Navy should seek reimbursement for its expenses incurred, from the Pollution Revolving Fund administered by the USCG, as described in Annex IX of the National Contingency Plan. Where a private agency, a state, the EPA, or the USCG, expends funds in an oil spill cleanup where the Navy is responsible, or subsequently is determined to be responsible, the Navy should assure adequate, accurate documentation of expenses incurred by a second or third party before reimbursement is made by the responsible Navy command. (In any case, cost account 6E80, in accordance with NAVCOMPT Manual, paragraph 024640, should be used for accounting for cleanup costs for Navy spills.)

APPENDIX II TO ANNEX B

COORDINATING INSTRUCTIONS

1. Multi-Regional Action. If a polluting discharge (or potential emergency) effects areas covered by COMFIVE and an adjacent area coordinator's plans, the response mechanism called for by both plans shall be activated. Control actions should be coordinated. There shall be only one Navy On-Scene Coordinator or On-Scene Commander at any time during the course of a response action. The NOSC should be designated by agreement among the affected area coordinators. In such designation, prime consideration should be given to the area vulnerable to the greatest damage.

2. Special Forces

a. The Strike Teams established by the USCG are able to provide communications support, advice, and assistance for oil removal. These teams include expertise in ship salvage, diving, and removal techniques and methodology.

b. The Environmental Response Team (ERT) established by EPA to carry out that Agency's disaster and emergency responsibilities can provide advice on the environmental effects of oil discharges, and removal and mitigation of the effects of such discharges. This team includes expertise in biology, chemistry, engineering and, when necessary, meteorology and oceanography.

c. The National Strike Force (NSF) and ERT will generally respond to requests for assistance from the Navy OSC. Requests for the NSF may be made directly to the Commanding Officer of the appropriate Strike Team, the Coast Guard member of the RRT, the appropriate Area Commander, USCG, or to the Commandant, USCG, through the NRC. Requests for the EPA-ERT may be made to the EPA Emergency Coordinator or the appropriate Regional Emergency Coordinator (REC), or the EPA representative on the RRT.

d. The Naval Sea Systems Command, through the Supervisor of Salvage (SUPSALV), maintains a cleanup capability for spills of major proportion and for ship salvage related spills. If there is a need, the NOSC will contact the Supervisor of Salvage prior to any requests for assistance from the USCG Strike Teams, the NSF or the ERT. The Supervisor of Salvage maintains, through contract operations, cleanup capability at strategically located sites.

APPENDIX III TO ANNEX B

AREA BOUNDARIES

1. NOSC Hampton Roads: Commander Naval Base, Norfolk.

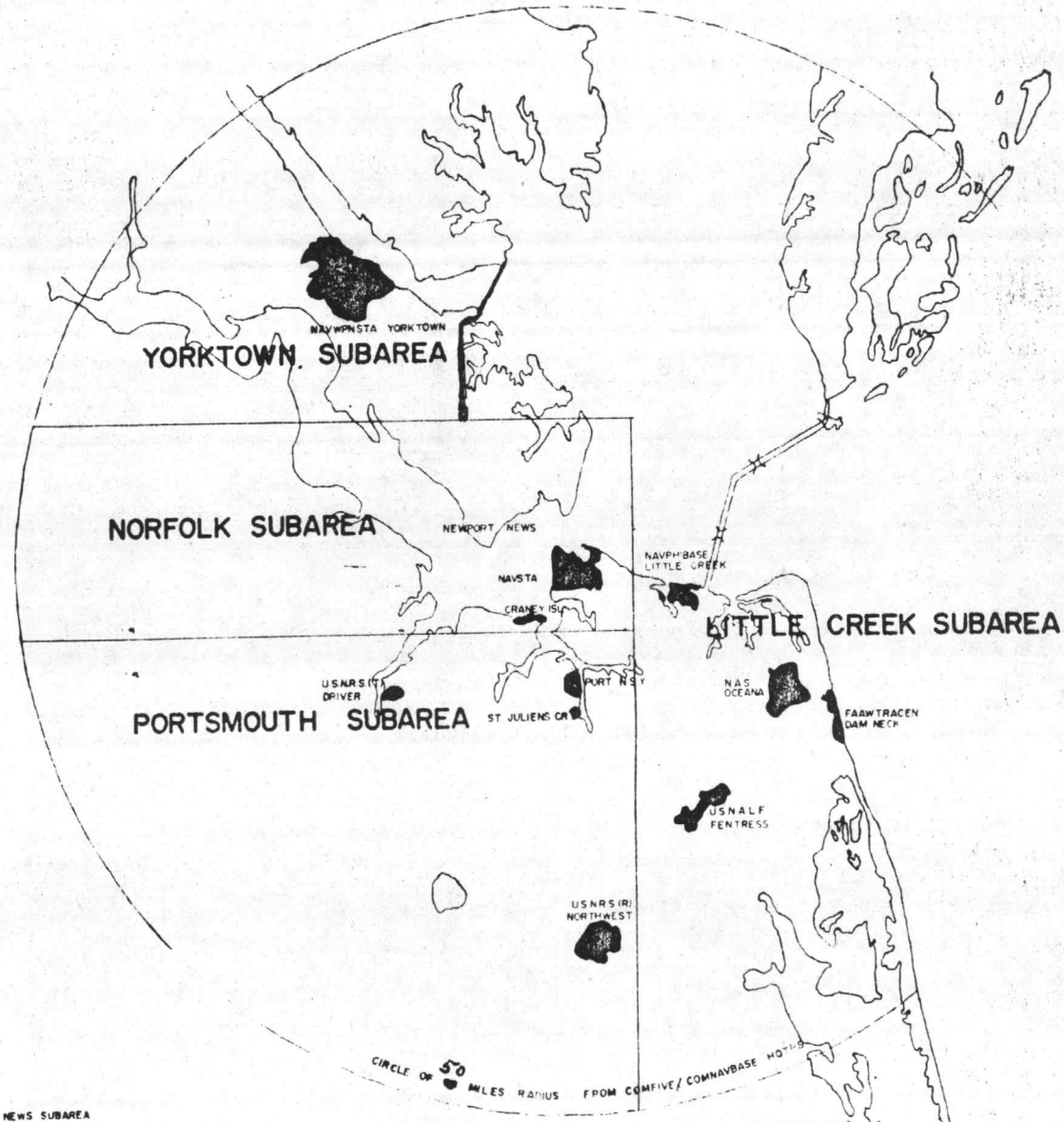
a. NOSCDRs for Hampton Roads:

Little Creek Subarea SOPA(ADMIN) is CO NAVPHIBASE	Amphibious Base and anchorages in Chesapeake Bay adjacent thereto.
Norfolk Subarea SOPA(ADMIN) is CO NAVSTA Norfolk	Naval Air Station, Newport News, Hampton Roads and lower James River anchorages and Craney Island
Portsmouth Subarea SOPA(ADMIN) is Commander Norfolk Naval Shipyard	Norfolk Naval Shipyard, Berkley, St. Helena, Southgate Terminal
Yorktown Subarea SOPA(ADMIN) is CO NAVWPNSTA	Naval Weapons Station, Cheatham Annex, and York River anchorages, NSC NORVA Yorktown Fuel Terminal

2. NOSC Baltimore Area: CO Naval Reserve Center, Baltimore. Area is defined as all waters north of 39 degree 15' N latitude in the Chesapeake Bay and tributaries.

3. NOSC Morehead City, NC: CO Naval Amphibious Base, Little Creek. Area is defined as the harbor of Morehead City and anchorages adjacent thereto in the open roadstead.

4. NOSC for undefined areas in Fifth Naval District: ACOS for Operations/Plans, Fifth Naval District.



NEWPORT NEWS SUBAREA
BOUNDARIES NOT SHOWN

SUBAREAS WITHIN THE HAMPTON ROADS AREA

APPENDIX IV TO ANNEX B

AVAILABLE NAVY RESOURCES

1. NAVSTA NORVA

a. Contact Point - CO 444-2788
PORTSERV 444-3989 (Day)
444-1121 (Day)
444-2301 (24 hrs daily)

b. Assist PWC with Port Services Resources

c.

Assets	Allowance	On Hand
(1) Oil/Water Separator	2	2
(2) Donuts	12	12
(3) SWOB (Oil)	6	6
(4) SWOB (Sewage)	2	2
(5) Donut Servicing Systems	1	-

(6) Special Equipment - Fire Division; one engine company consisting of 1 supervisor, 3-4 men with 750 GPM pumping unit

2. PWC NORVA

a. Contact Point - CO 444-7141
OPS (Day) 444-7059
(Night) 444-3477
Mr. Thornton 444-1264 (Day)
444-4225 (Day)

b. Trained Personnel - 20

c.

Assets	Allowance	On Hand
(1) Boom, Class I	3800	4000
(2) Boom, Class II	8000	8000
(3) Boom, Class III	1000	2000
(4) Boat, Utility	5	3
(5) Engine, Boat, Utility, 85 HP	5	3
(6) Skimmer, Large	5	1
(7) Skimmer, Medium	1	1
(8) Skimmer, Small	2	3
(9) Work Platform	2	2
(10) Engine, Work Platform, 85 HP	4	4
(11) Cleaner, Boom	2	2
(12) Mooring System	10	4

PWC Assets (continued)	Allowance	On Hand
(13) 2 gas driven 5KW light plants	-	2
(14) 12' Boats	-	16
(15) 2000 gal. tank	-	1
(16) 1/2 ton pickup truck (2 passenger)	-	1
(17) 1/2 ton pickup truck (4 passenger)	-	1
(18) 5 ton state body truck	-	1
(19) 3" gas jet driven pumps	-	4

3. NSC NORVA - CRANEY ISLAND FUEL TERMINAL

a. Contact Point - CO 444-2198
Fuel Div. 444-2083
Craney Island Sup.
(Day) 484-6141
(Night) 484-6085

b. Trained Personnel - 15

c.

Assets	Allowance	On Hand
(1) Boom, Class II	5000	2650
(2) Boat, Utility	1	1
(3) Engine, Boat, Utility, 85 HP	4	2
(4) Skimmer, Medium	1	1
(5) Work Platform	1	1
(6) Engine, Work Platform, 85 HP	2	2
(7) Cleaner, Boom	1	1
(8) Mooring System	4	6
(9) Boom, Class I	2000	2000
(10) Permanent Boom	4200	4200

4. NAVPHIBASE LCREEK

a. Contact Point - CO 464-7231
PORTSERV 464-7791
464-7171

b. Trained Personnel - 15

c.

Assets	Allowance	On Hand
(1) Boom, Class I	5000	2500
(2) Boat, Utility	2	2

NAVPHIBASE LCREEK Assets (cont.)	Allowance	On Hand
(3) Engine, Boat, Utility, 85 HP	2	2
(4) Skimmer, Large	1	1
(5) Skimmer, Medium	1	1
(6) Work Platform	1	0
(7) Engine, Work Platform, 85 HP	2	0
(8) Mooring System	2	2
(9) Cleaner, Boom	2	1
(10) Boom, Class II	1000	1500
(11) SWOB (Oil)	2	2
(12) SWOB (Sewage)	1	1

5. NAVWPNSTA YORKTOWN

a. Contact Point - CO 887-4141 (Day)
PWD 887-4636 (Day)
CDO 887-4545 (Night)
(24 hr)

b. Trained Personnel - 6

c. Assets	Allowance	On Hand
(1) Boat, Utility	1	1
(2) Engine, Boat, Utility, 85 HP	1	1
(3) Skimmer, Large (JFB 3001)	1	0
(4) Skimmer, Medium	1	1
(5) Work Platform	1	1
(6) Engine, Work Platform, 85 HP	2	2
(7) Cleaner, Boom	1	1
(8) Mooring System	2	2
(9) Boom, Class II	1000	2000
(10) SWOB (Oil)	0	0

6. NORFOLKNAVSHIPYD

a. Contact Point - CO 393-3123
Duty Officer 393-3221
PWO 393-3434

b. Trained Personnel - 12

c. Assets	Allowance	On Hand
(1) Boom, Class I	4800	3400
(2) Boat, Utility	2	2

NORFOLKNAVSHIPYD Assets (cont.)	Allowance	On Hand
(3) Engine, Boat, Utility, 85 HP	2	2
(4) Skimmer, Small	1	1
(5) Donut	4	3
(6) Oil/Water Separator	2	1
(7) Mooring System	2	2
(8) Skimmer, Large	1	1
(9) Skimmer, Medium	1	0
(10) Work Platform	1	1
(11) Engine, Work Platform, 85 HP	2	2
(12) Cleaner, Boom	1	1
(13) SWOB (Oil)	2	2

7. NSC NORVA - YORKTOWN FUEL TERMINAL

a. Contact Point - Director 887-3506/10

b. Trained Personnel - 6

c. Assets	Allowance	On Hand
(1) Boom, Class I	1500	1000
(2) Boat, Utility	1	1
(3) Engine, Boat, Utility, 65 HP	1	2
(4) Mooring System	2	2
(5) Boom, Class II	3500	3500
(6) Cleaner, Boom	1	1

8. NSC NORVA - CHEATHAM ANNEX

a. Contact Point - PWO 887-7376

b. Trained Personnel - None

c. Assets - None

APPENDIX V TO ANNEX B

NOTIFICATION POINTS OF CONTACT

1. FEDERAL AGENCIES

Chief of Naval Operations (CNO)
Washington, DC
Duty Captain
Commercial: (202) 695-0231
AUTOVON: 225-0231

Commander in Chief U. S. Atlantic Fleet (CINCLANTFLT)
Operations Center
Norfolk, VA
Duty Officer
Commercial: (804) 444-6602
AUTOVON: 690-6602

Commandant Fifth Naval District (COMFIVE)
Naval Base
Norfolk, VA
COMFIVE District Duty Officer
Commercial: (804) 444-2751/3649 (Day)
(804) 444-7097 (Nights, Holidays, Weekends)
AUTOVON: 690-2751/3649 (Day)
690-7097 (Nights)

COMFIVE Judge Advocate
Commercial: (804) 444-4058/4746 (Day)

Commander Fifth Coast Guard District
Federal Building
431 Crawford Street
Portsmouth, VA
Chief, Environmental Protection Branch
Commercial: (804) 393-9611
AUTOVON: 712-3470
FTS: 939-9611

USCG Rescue Center
Norfolk, VA
Operations Center
Commercial: (804) 393-9611, Ext. 231
AUTOVON: 712-3470, Ext. 231

Captain of the Port (COTP)
Marine Safety Officer (MSO Norfolk)
300 E. Main Street
Norfolk, VA
Commercial: (804) 441-6397
FTS: (88) 939-6397

USCG Atlantic Strike Team (Oil Pollution)
c/o Commander USCG Air Base
Elizabeth City, NC
Commercial: (919) 338-0268
AUTOVON: 723-3390
FTS: 931-0268

U. S. Army Corps of Engineers
803 Front Street
Norfolk, VA
Commercial: (804) 446-3642/3600
FTS: 924-3600

U. S. Environmental Protection Agency (EPA)
6th and Walnut Street
Philadelphia, PA
Commercial: (212) 597-9898
FTS: 597-9898

Environmental Protection Agency (EPA)
Water Quality Office
918 Emmet Street
Charlottesville, VA
Commercial: (804) 296-1290

Commander, Naval Sea Systems Command
Supervisor of Salvage (SUPSALV)
Washington, DC
Duty Officer
Commercial: (202) 697-7403/04/05 (Day)
(202) 692-7527/28 (Night)
AUTOVON: 227-7403/04/05 (Day)
222-7527/28 (Night)

Navy Environmental Support Office
Navy Construction Battalion Center
Port Hueneme, CA
Duty Officer
Commercial: (805) 982-4571
AUTOVON: 360-4571

National Response Center (NRC)
Washington, DC
Commercial: (800) 424-8802 (24 hr. Toll Free)

2. DIRECTORY OF VIRGINIA STATE AGENCIES

Virginia Commission of Game and Inland Fisheries
5640 Shenandoah Court
Norfolk, VA
Commercial: (804) 627-6431 (Day)
(804) 855-4001 (Night)

Virginia Commission of Marine Resources
2401 West Avenue
Newport News, VA
Commercial: (804) 244-3572

Virginia Institute of Marine Science
Gloucester Point, VA
Commercial: (804) 642-2111

Virginia Office of Emergency Services
7700 Midlothian Pike
Richmond, VA
Commercial: (804) 272-1441
AUTOVON: 725-1600
FTS: 925-2011

Virginia State Water Control Board
P. O. Box 11143
Richmond, VA
Commercial: (804) 786-1411 (Day)
(804) 786-2241 (24 hrs)
FTS: 936-1411

State Water Control Board
Technical Services Division
4010 West Broad Street
Richmond, VA
Commercial: (804) 770-5518

Commonwealth of Virginia
State Water Control Board
Tidewater Regional Office
Virginia Beach, VA
Commercial: (804) 499-8742/9216

APPENDIX VI TO ANNEX B

CRITICAL WATER USE AREAS AND INDUSTRIAL WATER USERS

1. The pollution of bodies of water by oily and hazardous substances may occur either by direct discharge into the water or by discharges onto the ground which eventually reach surface waters due to the natural watershed. In both cases, a rapid coordinated response will minimize the destructiveness of the discharge and will greatly reduce the magnitude of the task of containment and recovery.

2. In some cases, there are certain critical water areas which are ecologically sensitive such as locations where endangered species habitate, spawning grounds, clam and oyster beds, etc. Additionally, there are areas where spilled oil may cause critical problems such as at the water inlets to power plants and inlets to other industrial operations. If oil is allowed to foul these critical areas, an improportionate and extravagant amount of costs and public concern may be expected. Therefore, information covering the nature and scope of this problem is essential to the NOSC/NOSCDR. The NOSC/NOSCDR must have full knowledge of these areas so the spill may be kept away from them rather than unwittingly herding oil into a "seemingly" innocent area for ease of cleanup.

3. The USCG has a data bank which can be made available to the Navy in the event of a spill or where critical water use industrial areas are in danger. NOSC/NOSCDR may retrieve this pertinent information by telephone to MSO Hampton Roads, (804) 441-6397. The USCG ADP system will enhance quick retrieval of information by those involved in spill cleanup.

APPENDIX VII TO ANNEX B

OIL SPILL CONTRACTORS

Industrial Marine Service
Norfolk, VA
Mr. J. Parker
Telephone: 703-454-0692 Business
703-423-2867 Home
Manpower, booms, sprayers, vacuum pump, mobile cleaning unit.

Deep Sea Ventures
Mr. James Victory
Newport News, VA
Telephone: 703-595-5581 Business
703-596-9615 Home
Ships and consultants.

Neptune Engineering
Mr. P. Ketrick
Norfolk, VA
Telephone: 703-623-5566
Manpower, boats, oil barge, booms, tank trucks, portable pumps.

George S. Goodhues & Son
522 South Ann Street
Baltimore, MD 21231
Telephone: 301-675-1630
Manpower, absorbent, some equipment.

J & L Industries, Inc.
Norfolk, VA
Telephone: 703-485-5222
Mobile Vac trucks.

Parker Sytems, Inc.
Norfolk, VA
Telephone: 703-543-0647
Recovery equipment and materials.

APPENDIX VIII TO ANNEX B

OIL DISCHARGE CLEANUP AGENTS AND EQUIPMENTS

Hay and Straw

Fairfax Hay & Grain Co.
10412 Main Street
Fairfax, VA
Telephone: 703-273-0411

Herndon Farm & Garden Center
39 Lynn
Herndon, VA
Telephone: 703-437-3051

R. K. Hirst
8218 Leesburg Pike
Tysons Corner, VA
Telephone: 703-893-6555

Bowie Feed Co.
Race Track Road
Bowie, MD
Telephone: 301-262-0126

Southern States Winchester Corp.
Winchester, VA
Telephone: 703-662-2581

Southern States Fredericksburg Corp.
Fredericksburg, VA
Telephone: 703-373-5831

Southern States Feed Service
45 South
Harrisonburg, VA
Telephone: 703-434-9354

Augusta Coop Farm Bureau
Richmond Road
Staunton, VA
Telephone: 703-885-1265

Ernie V. Mathews
P. O. Box 271
Woodstock, VA
Telephone: 703-459-2722

Pumps

Water Supply Co.
Chester, VA
Telephone: 703-748-4392

Mitchell's Well and Pump Co.
Richmond & Petersburg Pike
Colonial Heights, VA
Telephone: 703-526-1471

James T. Wharton, Jr.
604 Rotary Hpt.
Newport News, VA
Telephone: 703-826-5521

Creger Well & Pump Co.
2519 Lakeside Drive
Lynchburg, VA
Telephone: 703-239-3673

Aarow Rentals
Richmond, VA
Telephone: 703-359-2408
703-232-7821
703-648-6587

American Pollution Control
2839 Stratford Hills Shopping Center
Richmond, VA
Telephone: 703-272-5500

Process Components, Inc.
600 W. Hundred Road
Richmond, VA
Telephone: 703-748-5831

A-Abart-A & R Tool & Equipment Rentals
7131 Lee Highway
Falls Church, VA
Telephone: 703-532-5600

A Abbott Equipment & Tool Rentals
132 North Washington
Falls Church, VA
Telephone: 703-532-6143

Pumps (continued)

Bell Air Compressor Rental Co.
6031 Kansas Avenue, NW.
Washington, DC
Telephone: 202-882-6111

Waste Oil Disposal

Necessary Waste Oil
497 Island Road
Bristol, VA
Telephone: 703-669-4831

Aydlett's Waste Oil Service
Trading as Williams Waste Oil
1519 Minnesota Avenue
Norfolk, VA
Telephone: 703-853-2409 (If no answer, call 703-625-0561)

L & L Road Oiling Co.
Richmond, VA
Telephone: 703-232-7666

A. C. Oil Co., Inc.
1500 North Quincy
Arlington, VA
Telephone: 703-522-4640

City Waste Oil Service
Jones & Williams Waste Oil Service
Muirkirk, MD
Telephone: 301-953-2394

Floodlights & Searchlights

D. D. Gillespie
7505 Parkwood Court
Falls Church, VA
Telephone: 703-560-5360

Rentals Unlimited
1400 Rockville Pike
Rockville, MD
Telephone: 301-762-5800

Floodlights & Searchlights (cont.)

Rental Tools & Equipment
4900 Upshur
Bladensburg, MD
Telephone: 801-864-5100
9710 Capitol View Avenue
Silver Springs, MD
Telephone: 301-585-5040

Vacuum Trucks

Vienna Septic Tank Service
327 Owaissa Road, S.E.
Vienna, VA
Telephone: 703-281-3202

Fairfax Sanitation Engineers
4008 Iva Lane
Fairfax, VA
Telephone: 703-280-5555

Suburban Sanitary Engineers
9907 Stoughton Road
Fairfax, VA
Telephone: 703-273-5050

American Septic Tank Service
10720 Orchard
Fairfax, VA
Telephone: 703-273-8939

Easy Method Drain Co.
9014 Falls Run Road
McLean, VA
Telephone: 703-759-2111

Goochland Sanitation (Contract Pumping)
Borad Street Road
Richmond, VA
Telephone: 703-784-5392

Stamie E. Lyttle Co., Inc.
2210 Belt Blvd.
Richmond, VA
Telephone: 703-232-6774

Vacuum Trucks (cont.)

Septic Tank Pumping & Repair Service
Gates Lane
Vinton, VA
Telephone: 703-344-6072

Sanitary Service, Inc.
477 Wildwood Road
Salem, VA
Telephone: 703-389-2394

Addenbrook Septic Tank Co.
Rugby & Gazel
Norfolk, VA
Telephone: 703-622-3653

Tidewater Septic Tank Co.
Norfolk, VA
Telephone: 703-488-0811

Roto-Rooter
Norfolk, VA
Telephone: 703-489-8311

Bultje's Septic Tank Cleaning
Sunset Avenue
Chester, VA
Telephone: 703-748-6775

Sanders Septic Tank Service
11124 Jefferson Avenue
Newport News, VA
Telephone: 703-595-1139

Peninsula Septic Tank Co.
228 Salters Creek Road
Newport News, VA
Telephone: 703-722-2533

Phil T. Rutledge & Co.
48 Morrison Avenue
Newport News, VA
Telephone: 703-596-1526

Vacuum Trucks (cont.)

Carpenter Septic Tank Service
208 Bryant Road
Lynchburg, VA
Telephone: 703-239-5245

Hensley Fariss Septic Tank Service
Route 1
Lynchburg, VA
Telephone: 703-239-1620

Cut-Rate Sanitation
Route 4
Madison Heights, VA
Telephone: 703-847-7188

APPENDIX IX TO ANNEX B

SCIENTIFIC ADVISORY GROUPS

Virginia Institute of Marine Science
Dr. William MacIntyre
Gloucester Point, VA
Telephone: 703-642-2111

Virginia Chemical Co.
Telephone: 703-484-5000 Business
703-484-2913 Home

American Oil Co.
Mr. Myer
Yorktown, VA
Telephone: 703-898-5411

Allied Chemical Co.
Mr. Francis Smith
Hopewell, VA
Telephone: 703-458-7811

E. I. duPont deNemours, Inc.
Mr. George Ehly
Richmond, VA
Telephone: 703-275-8311

Humble Oil Co.
Mr. Elliott
Telephone: 703-275-6411

The Bionetics Corporation
Sampling and Analysis
18 Research Road
Hampton, VA
Telephone: 703-838-8880

ANNEX C

COMMUNICATIONS AND REPORTS

1. Purpose. The communications concerning an oil or hazardous substance spill are an integral and significant part of the operation. Timely and efficient dissemination of all interested parties is paramount to the successful coordination of operations undertaken in response to the discovered oil or hazardous substance discharge.

2. Communications Procedures

a. Discovery of Discharge, Initial Report. When a discharge is first discovered, it should be reported by the most rapid means and this, in most all cases, will be by voice. The more complete the information the better; however, notification should not be delayed in an attempt to obtain detailed information. The more detailed information is submitted via a Consolidated Oil/HPS Spill Report. Appendix I sets forth minimum information required to initiate effective response action. Should the discharge be such that it will, or may likely (1) generate critical public concern; or (2) pose a substantial threat to the public health and welfare; and be of high Navy or national interest, the appropriate OPREP-3 reports should also be made in accordance with OPNAVINST 3100.6.

b. Consolidated Oil/HPS Spill Report. An amplifying report shall be transmitted as soon as sufficient information is assembled. Appendix II sets forth the format to be used.

c. NOSC and NOSCDR. On receipt of the initial voice report, the Navy On-Scene Coordinator (NOSC) will notify the predesignated USCG On-Scene Coordinator and/or EPA On-Scene Coordinator and the Navy On-Scene Commander (NOSCDR) who has responsibility for response action. The predesignated NOSCDR, on investigation, will notify the NOSC if the magnitude and severity of the discharge requires additional resources for Phase III and IV operations and/or make recommendations as to the need for RRT/SRT activation. In cases where activation of the RRT/SRT is recommended, the NOSC will make such a request to the appropriate RRC. Based on the investigation of the discharge and/or assessment of control actions, a determination must be made by the NOSC regarding the need to notify local authorities and agencies such as:

Regional Water Quality Control Boards
Appropriate State (i.e., Virginia, Maryland, etc.) Department of Fish and Game
Industrial Water Users
Port District Operations
Fire Departments
Police Departments
Threatened Marinas and/or Beaches

When the RRT/SRT is activated, they will keep such agencies informed of the situation.

d. Pollution Reports (POLREPS). For medium and major discharges, POLREPS are required to be submitted by the OSC when Phases III and IV extend beyond a twelve hour period. In the event the Regional Response Team (RRT) has not been activated, the Navy On-Scene Coordinator (NOSC) will make these reports at 0800 and 2000 local time on each day of the operations. When the RRT has been activated, the RRT will make reports. (See Appendix III for format).

3. Response Coordination Communications. Rapid and effective communications during Phase II through IV operations are important to successful command and control of the response operations. Response activities may be limited to a relatively small operation in a harbor area or may cover many miles of coastal and shoreline with a major commitment of response forces. Voice communications between all elements (NOSC, NOSCDR, NOSOT, ships, craft, aircraft, beach patrols, working parties, etc., is necessary to effective control. Spill situation will vary; therefore, it is essential that communications plans are tailored to meet the situation presented. Communication equipment organic to the facilities as well as portable equipment will be required. Primary and alternate response operations frequencies are listed in Appendix IV to this Annex.

4. After-Action Reports. At the conclusion of Navy response action for oil discharges, the NOSCDR shall submit a report of response operations and action taken. (See Appendix V for After-Action Report format).

APPENDIX I TO ANNEX C

INITIAL NOTIFICATION

1. Upon the first indication that a discharge has occurred from a Navy facility or upon discovery of an unknown source discharge, an immediate voice notification shall be made to the nearest Navy On-Scene Coordinator (NOSC). Reports are to be made by telephone when available. When underway, reports shall be made over harbor common or fleet common to the nearest Port Service Office (PSO). PSO will immediately pass such notification to the NOSCDR. The report should contain the following:

a. Location of discharge
b. Quantity of discharge
c. Type of pollutant
d. Slick description
e. Action taken or to be taken
f. Source and cause (if known)
g. Time occurred/discovered
h. Person making the report

2. This report should be backed up with a submission of the Consolidated Oil/HPS spill report.

APPENDIX II TO ANNEX C

CONSOLIDATED OIL/HPS SPILL REPORT

1. All oil, gasoline, jet fuel or other hazardous polluting substance spills and discharges, whether minor or major in degree, from ship, vessel, barge, aircraft, offshore or onshore facility shall be reported. Likewise, the discovery of a slick or sheen from substances, the source of which is unknown, shall be reported. Reports shall be forwarded as soon as sufficient information is gathered, using the following consolidated format. Additional addresses in operational and administrative chains of command may be added as appropriate.

EXAMPLE
CONSOLIDATED OIL/HPS SPILL REPORT

Precedence: Minor discharges suspected to draw little public attention will be priority precedence. All other discharges will be immediate.

FROM: YOUR COMMAND
TO: SOPA(ADMIN) ( ) SUBAREA, SOPA( ) SUBAREA
INFO: CNO
CBC PORT HUENEME CA
FLEWEACEN NORFOLK VA (FOR SPILLS REQUIRING OIL SLICK MOVEMENT PREDICTION)
CHNAVMAT WASHINGTON DC
NAVFACENGCOMHQ ALEX VA
SOPA(ADMIN) HAMPTON ROADS AREA VA
COMFIVE NORFOLK VA
CCGD FIVE PORTSMOUTH VA
COGARD MSO HAMPTON ROADS AREA VA
CINCLANTFLT NORFOLK VA
COMCG HQ WASHINGTON DC
LANTNAVFACENGCOM NORFOLK VA
SOPA HAMPTON ROADS
REGION III ENVIRONMENTAL PROTECTION AGENCY
TYCOM OR MAJOR CLAIMANT
COMNAVSEASYSCOM WASHINGTON DC
UNCLAS //N03170//
CONSOLIDATED OIL/HPS SPILL REPORT (REPORT SYMBOL OPNAV 6240-1 MIN:ETAUTH)
CNO FOR OP-45, CHINFO
CBC FOR CODE 25
1. GMT DTG SPILL OCCURRED, AND/OR GMT DTG DISCOVERY.
2. SOURCE (SHIP NAME, UIC, HULL NO., DONUT, ETC.)
3. LOCATION (AREA, BUILDING DESIGNATION, PIER, BERTH OR LAT/LONG) AND INDICATE WHETHER SPILL WAS WITHIN OR OUTSIDE "CONTIGUOUS ZONE".
4. AMOUNT (GALLONS) IF UNK - LENGTH X WIDTH OF SLICK.

5. TYPE (NSFO, ND, JP-5, BILGE WASTE, HYDRAULIC FLUID, DIESEL, GASOLINE, BEST ESTIMATE).
6. SAMPLES TAKEN (YES, NO).
7. SLICK DESCRIPTION (BARELY VISIBLE, SILVERY, SLIGHTLY COLORED, BRIGHTLY COLORED, DARK, ETC.)
8. ACTION TAKEN/PLANNED:
   A. NONE (STATE REASON THEREFORE)
   B. CONTAINMENT (WHO, WHAT METHOD: I.E., BOOM HULL, CAMEL, WATER SPRAY, CHEMICAL) OTHER (SPECIFY)
9. ON SCENE WIND (DIRECTION, SPEED), SEA STATE
10. OIL SLICK MOVEMENT (SPEED/DIRECTIONS) ESTIMATE OR OBSERVATION
11. AREAS THREATENED OR DAMAGED (BEACH, MARINA, WILDLIFE REFUGE, WATER INTAKE) OTHER (SPECIFY)
12. POTENTIAL DANGERS (FIRE, EXPLOSION, TOXIC VAPOR, ETC.)
13. CAUSE OF SPILL (IDENTIFY SPECIFIC PROCEDURES AND/OR SPECIFIC EQUIPMENT INVOLVED IN CAUSE OF SPILL).
14. ASSISTANCE REQUIRED/GENERAL DISCUSSION.
15. TELEPHONE REPORT TO USCG NRC, INCLUDE NAME, DATE AND TIME .

APPENDIX III TO ANNEX C

POLLUTION REPORT (POLREP) FORMAT

1. POLREPS - For all medium and major discharges, further reports will be submitted in a timely manner as developments occur, and at 0800 and 2000 local time on each day of the operations. NOSCDRs shall ensure that the NOSC is provided the information required to prepare the POLREP. NOSCs will address POLREPS as requested by the RRT, when activated and assembled, or to RRT member agencies when RRT has not been activated. POLREPs are to be sent in serialized manner, i.e., POLREP 001, POLREP 002, etc. This format consists of five basic sections, as follows:

Situation: Should contain full details of the spill, including what happened, type and quantity of material, who is involved, extent of coverage, times, area threatened, success of control efforts and prognosis.

Action: Should include a summary of all action taken by the responsible party, state and local forces, the Federal Government or any others. Should include press releases made.

Plans: Should include all planned action by the responsible party, state and local forces, Federal Government and others.

Recommendations: Recommendations of the OSC and/or RRT, as applicable, should be included here. Initially, the classification of severity (minor, medium, major) should be included.

Status: Should indicate Federal participation pends or Federal participation terminated, as appropriate.

APPENDIX IV TO ANNEX C

COMMUNICATIONS PLAN

1. Initial coordination frequencies

385.0 MHZ
2717.4 (2716) KHZ

2. Primary frequencies

36.25 MHZ
41.71 MHZ

3. Other available frequencies/equipment

NAVSTA NORVA (PWC) has 13 portable walkie-talkie and 54 mobile truck units that can communicate on 140.16 MHZ. Short-range units (3 to 4 miles).

APPENDIX V TO ANNEX C

AFTER-ACTION REPORT FORMATS

1. Minor, Medium and Major Discharges. The following report is required to be made by the NOSCDR taking response action. It provides data for analysis of response actions to improve prevention and control procedures and justification for funding requirements.

ROUTINE
FM: NOSCDR
TO: NOSC
INFO: USCG COTP/(OTHERS AS APPROPRIATE)
LANTNAVFACENGCOM NORFOLK VA
AFTER-ACTION REPORT
A. (DTG OF CONSOLIDATED OIL/HPS REPORT)
1. TRC: (Total resources committed, i.e., number of personnel, trucks, skimmers, boats, feet of boom, lbs/sheets of sorbent, etc. Military resources will be assumed unless otherwise indicated).
2. RT: (Time elapsed between notification and arrival on scene).
3. CT: (Time elapsed between arrival and final departure from scene).
4. CM: (Containment measures employed, i.e., boom, hearder, water stream, boat wash, ship hull, etc.)
5. MH: (Total manhours involved in response action).
6. RM: (Removal measures employed, i.e., type skimmer, sorbent, dispersal with fire hose, etc.)
7. AR: (Amount recovered. State "EST" if not actually measured).
8. CL: (Total labor costs (see note 1). Military assumed unless otherwise indicated).
9. CM: (Total costs of expended material. Military assumed unless otherwise indicated).
10. CE: (Total equipment costs (see note 1). Military assumed unless otherwise indicated).
11. AD: (Assessment of damage to wildlife, marine life, property, etc., and action taken to mitigate or correct such damage).
12. OA: (Other agencies on scene, i.e., USCG, EPA, Dept. of Fish and Game, Regional Water Quality Control Board, etc.)
13. ADD: (Additions or corrections to previous reports such as OPREP-3 NAVY BLUE, Commander's Situation Report, Consolidated Reports, etc.)
14. R/LL: (Recommendations, lessons learned and other remarks. An evaluation of contractor performance, if contractor used, can be included here).

NOTE 1: Data should be based on current NAVCOMPNOTE 7041 or NAVCOMPNOTE 7420 for military rates and general service rates, respectively. AMORTIZED equipment cost should be determined by available schedules or best estimate. Repairs to damage sustained should also be included.

ANNEX D

PUBLIC AFFAIRS

1. Introduction. Discharges are usually the result of error and little can be done to make all news coverage favorable. With the exception of small operational type spills, widespread interest and concern will usually be generated. Therefore, it is important to stress action taken to correct the error. Prompt, positive information and a sound news media relations program will help prevent biased reporting thus providing the public with accurate facts. This policy must be followed to obtain understanding from the public, ensure cooperation from all interested parties, and to check the spread of misinformation. National Administration policy and the Freedom of Information Act both call for maximum disclosure of information.

2. General Procedures. Public affairs response action can generally be envisioned as two levels of response: (a) where the Regional Response Team (RRT)/Subregional Response Team (SRT) is not activated, and (b) where the RRT/SRT has been activated.

a. In spills where the RRT/SRT is not activated, the NOSC will establish a public affairs team to respond to media queries, assemble facts relating to the spill and cleanup efforts, and establish liaison with other Federal, state and local agencies as deemed appropriate. The NOSC will provide communications support in the form of telephones at the Response Center to be used solely by the PAO team to receive and respond to queries. The telephone numbers will be made available to the media as soon as possible. Timely news releases of factual information should be issued periodically. The NOSC's PAO shall handle any matters which may be considered complex and/or sensitive. The Navy PAO will coordinate with CHINFO, as necessary, to provide guidance.

b. In spills where the RRT/SRT has been activated, the Navy PAO Officer will provide public affairs personnel and other materials, as requested by the appropriate chairman of the RRT/SRT to assist in establishing and operating a Regional News Office. The NOSC in whose area of responsibility the spill occurred will provide assistance as requested by the Director of the Regional News Office. The Director will maintain close liaison with the NOSC to ensure timely news releases of factual information, with formal clearance, as the situation develops and to roughly parallel the NOSCO's POLREP preparation. The NOSC will coordinate inputs to news releases from all participating agencies. All news releases involving major policy consideration will be cleared by the chairman of the RRT/SRT. The Director of the Regional News Office shall have free access to meetings of the RRT/SRT and should be consulted on possible reaction to the courses of action under consideration by the RRT/SRT.

3. Special Procedures for the General Public. In responding to queries from the general public, PAO officers will advise the callers or arrange to have the callers advised, on what the latest press release has reported. Speculative comments on such subjects as size or cause of spill, cleanup costs, environmental impact, etc., should be avoided particularly by personnel working at the scene. Such queries and/or complaints should be referred to the PAO Officer/News Office for appropriate response.

4. Procedures for Processing Unsolicited Proposals. All individuals and parties with proposals will be referred to the response organization designated evaluator. The evaluator shall be responsible for providing further referral service to the person(s) with expertise designated to evaluate their wares, proposals, etc.

ANNEX E

INVESTIGATION, LEGAL MATTERS AND FUNDING

1. Introduction. It is necessary to account for expenditures in Navy and non-Navy oil spills in which the Navy assists in the cleanup operations in order to receive proper reimbursement. Manpower, equipment and consumables expended will be charged to that Navy command or activity causing the spill. If it is an unknown Navy source, then it will be necessary for the NOSCDR (or ACOS OPS/PLANS COMFIVE, if in non-designated area of responsibility) to determine the originator of the discharge. This can be done by taking samples, photographs and statements from witnesses. In a non-Navy oil spill, the NOSC or ACOS OPS/PLANS COMFIVE will make the decision on Navy participation. Normally, Navy commands will not make resources available, expend funds or participate in operations unless reimbursement can be assured from the responsible party or from the Pollution Revolving Fund (administered by the USCG). When the RRT/SRT is activated after a Navy oil spill, it is necessary to arrange for Navy counsel to handle all legal matters necessary for the situation.

2. Investigation. Investigation of unknown Navy source may require, but not be limited to, the following:

a. Questioning of persons who may be responsible, advising them of their rights. Obtaining signed statements or reduce oral statements to writing, when witness will not give a written statement.

b. Note any suspect vessels on facilities.

c. Collect samples of oil or hazardous polluting substances and comparative samples from unaffected water in the vicinity.

d. Take color photographs showing source and extent of pollution. Record following on back of each print:

(1) Name and location of vessel or facility.

(2) Date and time photo taken.

(3) Name of photographer and witnesses.

(4) Shutter speed and lens opening.

(5) Type of film and processing used. (The Polaroid is recommended for less than professional photographers).

3. Sample Collection Procedures

a. In order for the sample pollutant to be of use for laboratory

analysis and resulting identification of discharger it is necessary to use a clean glass container, properly sealed. One quart size containers are recommended. When oil or hydrocarbons are to be sampled, the sealed closure should be glass, aluminum foil or teflon with proper sealing gasket or cap liner. Other pollutants may require different or special closure material and the analysis laboratory should be consulted whenever a question arises as to the appropriateness of any closure material.

b. Since it is not unusual for a pollution condition to change rapidly, samples should be taken in a timely fashion, and the time sequences and places noted.

c. The label on the bottle samples will include name and address of activity submitting the sample; number, date and time at which sample was taken; clear description of the source of the sample and signatures of the sample collector and one or more witnesses. FAILURE TO OBTAIN THE SIGNATURES OF WITNESSES MAY RENDER THE SAMPLE LEGALLY INDEFENSIBLE.

d. Shipment of samples will include date and time sample was submitted for shipment, the name of individual from whom it was received, date and time it was dispatched and the method of shipment and the name and address of consignee. All shipment information should be certified by an authorized representative of the common carrier or a postal official.

e. The individual receiving the sample should certify by signature the date and time of receipt, the name of the individual from whom the sample was received and the proposed disposition. If the sample is to be shipped to more than one laboratory, duplicate custody records bearing the same sample number should be completed.

3. Funding

a. In order to charge the responsible Navy activity for an oil spill or to charge for a non-Navy oil spill in which the Navy assisted, it is necessary to account for manpower, consumables and equipment involved in the evolution.

b. The following charges apply:

(1) Cost incurred by Navy industrial funded activities, including full labor costs and overhead.

(2) Travel costs (transportation and per diem) specifically requested by the Navy On-Scene Commander.

(3) Overtime for civilian personnel specifically requested by the Navy On-Scene Commander.

(4) Incremented maintenance costs of vessels, aircraft, vehicles and equipment to the extent that these costs are increased by the hours they are utilized.

(5) Fuel expended by vessels, aircraft, vehicles, and equipment in connection with response activity.

(6) Supplies, materials and minor equipment procured specifically for the response activity.

(7) Rental or lease costs for equipment obtained specifically for the response activity.

ANNEX F

USE OF VOLUNTEER ASSISTANCE

1. Volunteer. A person who enters into or offers himself/herself for a service, without expecting compensation thereof for rendering such a service, while having no legal concern or interest.

2. The NOSC shall determine the necessity for volunteer services utilization during containment and cleanup operations. Under normal conditions, the Navy will not request the service of volunteers, provided that the pollutant discharged is within Navy inhouse capability. However, if the NOSC does decide that volunteer assistance is needed, the news media shall be contacted for such assistance. The press announcements shall indicate:

a. Types of work for which volunteer services are needed.
b. Location and name of activity representatives on scene.
c. The volunteer coordinator's telephone number.

If volunteers appear on-scene when the demand for their services are not needed, they will be asked to leave, and an announcement shall be made explaining the reason why. (For instance, no immediate threat to critical water use areas and/or adequate personnel resources accessibility through active duty or reserve military personnel, etc.)

3. Volunteers may be used in specific areas such as beach surveillance, logistical support, bird and other wildlife treatment and scientific investigations. Normally, they should not be used for physical removal of pollutants. Volunteers should not be permitted at on-scene operations, if a substance is toxic to humans.

4. Details of the discharge and tasks to be performed must be passed to the volunteers prior to their participation. Information on the discharge and removal efforts should be provided during the operation to insure a coordinated effort and a sense of meaningful participation.

5. In cases where a prime contractor controls the deployment of a labor force, the prime contractor shall coordinate the use of volunteers. Individual(s) seeking employment in lieu of offering volunteer service, if such employment is available, shall be referred to the prime contractor.

6. Commercial organizations volunteering and/or offering their products, equipment and services must be treated on a case basis, since some are gratis and others are not.

ANNEX G

GENERAL INFORMATION ON HAZARDOUS SUBSTANCE SPILLS

1. Although prevention remains the first and most important line of defense, it must be recognized that even with the most comprehensive precautionary techniques, accidents involving the uncontrolled release of detrimental substances to the environment must be anticipated and appropriate response measures must be developed to minimize undesirable ecological effects. Hazardous materials involved in spills which enter a watercourse may be categorized on the basis of their densities and solubilities in water. The heavier, insoluble materials such as ethylene dichloride and sulfur will sink to the bottom of waterways. The removal of these contaiminants by physical means, such as suction or dredge type devices, is a possibility. Less dense water insoluble chemicals such as decyl alcohol will tend to float. The mechanical separation of these materials by confining the spill to a small area by booms and removing the materials by skimming should be relatively successful. In the case of water soluble materials such as phenol and acrylonitrile, mechanical means of removal are no longer possible since the spilled material will be in solution.

2. Priority Ranking System. Because water soluble chemicals present the greatest threat to the water eco-system from a counter-measure point of view, a priority ranking system for estimating the theoretical inherent hazard of these chemicals was prepared as part of an EPA sponsored state-of-art study on hazardous material spills.

RANK	SUBSTANCE
1	Phenol
2	Methyl Alcohol
3	Cyclic Rodenticides
4	Acrylonitrile
5	Chlorosulfonic Acid
6	Benzene
7	Ammonia
8	Misc. Cyclic Insecticides
9	Phosphorous Pentasulfide
10	Styrene
11	Acetone Cyanohydrin
12	Chlorine
13	Nonyl Phenol
14	DDT
15	Isoprene
16	Xylenes
17	Nitrophenol
18	Aldrin-Toxaphene Group
19	Ammonium Nitrate
20	Aluminum Sulfate

These substances include both organic and inorganic materials and range from solids to liquids to gases under standard conditions of pressure and temperature.

3. Defensive and Offensive Measures. The state-of-art study also provides a summary of possible measures that can be employed in responding to hazardous material spills. The countermeasures are divided into two major classifications: defensive and offensive. The defensive measures, which do not counteract the contaminant in the environment, consist of notifying all downstream water users of the occurrence of a spill and physically removing all bags, barrels and other containers which may still be leaking into the watercourse. The offensive measures include:

a. The addition of acidic or basic solutions to neutralize the spill.

b. The addition of specific complexing, chelating or precipitating agents for the formation of solids or compounds less toxic than the originally spilt contaminant.

c. The utilization of large scale equipment to treat contaminated water in place with powdered activated carbon, a coagulant such as alum and a polyelectrolyte so that the resulting chemical floc precipitates the carbon together with the absorbed contaminants.

d. The physical removal of flocs, solids and liquids which have sunk to the bottom.

e. The use of booming and skimming equipment to remove the contaminant light solids or liquids floating on the surface.

f. Aid natural dilution to reduce concentrations of spilled materials to a level below critical concentrations by means of mechanical mixers, such as outboard motors, to augment flow of the materials.

g. Contain spilled soluble materials so as to prevent diffusion throughout the aquatic environment, since most countermeasures are more effective with concentrated pollutants.

h. Burning of floating volatile materials where air pollution and safety considerations permit.

4. Critique of Countermeasures. In the critique of these countermeasures, the EPA sponsored state-of-art study points out the possible dangers that might result in applying several of these in that the resulting chemical compounds or precipitates may be more harmful to the environment than the original hazard. Disadvantages of existing carbon treatment methods are that grandular carbon treatment can be employed only where some type of treatment facility already exists, and in the case of powdered carbon, the

method is listed as speculative. Caution is advised in the use of the carbon techniques since there is reason to believe that the tremendous increase in the solids load may have undesirable effects. Removal of products which sink to the bottom by suction devices is listed as speculative since this method might involve the removal of large quantities of benthos along with the contaminant. Booming and skimming techniques, which have been widely used in the case of oil spills, provide a possible solution for spills of light insoluble materials. Mixing techniques for promoting dilution would be of value in only a limited number of circumstances. Containment techniques could be applied only in a very limited number of cases where the material remains confined in a small isolated area so as to minimize threats to safety and air quality.

5. Current Status. It is clear from the above that adequate control, neutralization and treatment techniques for countering spills of hazardous materials are practically nonexistent. These countermeasures for the most part require technology not presently available. Nevertheless, it is considered that new and useful techniques can be developed by intensive experimental programs on spill control and cleanup methods.

ANNEX H

TECHNICAL INFORMATION

1. Technical Library. A technical library of pertinent pollution control technical documents will be maintained in the NRC and in each RRC. Such information should be useful as reference information to the experienced NOSC and instructional to less experienced personnel.

2. Specific References

a. As a minimum, the following reference documents should be maintained by each NOSC and, as necessary, by each NOSCDR.

(1) Current National Oil and Hazardous Materials Pollution Contingency Plan.

(2) Current Regional and State Oil and Hazardous Materials Pollution Contingency Plan.

(3) Current Directory of the American Council of Independent Laboratories.

(4) Encyclopedia of Chemical Technology, 22 Vols., Kirkothmer, 2nd Edition C 1963-1971, John Wiley & Sons, New York, NY

(5) Character and Control of Sea Pollution by Oil (American Petroleum Institute, October 1963)

(6) Chemical Data Guide for Bulk Shipment by Water (U. S. Coast Guard CG-388)

(7) Federal Disaster Assistance Program - Handbook for Applicants FDAA 3300.1, July 1973

(8) Federal Disaster Assistance Program - Eligibility Handbook 3300.2 July 1973

(9) Federal Disaster Assistance Program - Handbook for State and Federal Officials 3000.4, December 1973

(10) Handbook for Federal Agency Inspectors (OEP Circular 4000.6A February 1969)

(11) Handbook of Toxicology (National Academy of Sciences/National Research Council)

(12) Oil and Hazardous Materials, Emergency Procedures in the Water Environment (USDOI, FWQA, CWR 10-1)

(13) Oil Spillage Study Literature Search and Critical Evaluation for Selection of Promising Techniques to Control and Prevent Damage (Battelle Northwest, November 1967)

(14) U. S. Corps of Engineers' Regulations ER 500-1-1 and ER 500-1-8 Emergency Employment of Army Resources (Natural Disaster Activities)

(15) National Disaster Manual for State and Local Applicants (OEP Circular 4000.4A, 1968)

(16) Manual for the Prevention of Water Pollution During Oil Terminal Transfer Operations (American Petroleum Institute, 1964)

(17) 46 CFR 146, Transportation or Storage of Explosives or Other Dangerous Articles or Substances, and Combustible Liquids on Board Vessels

(18) 33 CFR 3, 6, 121, 122, 124-6, Security of Vessels and Waterfront Facilities (USCG CG-239)

(19) 33 and 40 CFR Parts Implementing Section 311 of the Federal Water Pollution Control Act, as amended

(20) The RRC has access to the EPA Technical Assistance Data System (TADS)

b. In addition to this minimum library, the following are maintained in the RRC library:

(1) Dangerous Properties of Industrial Materials (Reinhold, 1968)

(2) Merck Index (Merck, 1968)

(3) Pesticide Handbook - Entoma (College Science Pub., 1970)

(4) Clinical Handbook on Economic Poisons (USDHEW, PHS Pub. #476)

(5) Oil Sampling Techniques (USDOI, FWPCA, DAST-12)

(6) Farm Chemical Handbook (Meister Pub. Co., 1971)

(7) MCA Chem-Card Manual (Manufacturing Chemists' Assn., 1970)

(8) Chemical Hazards Response Information System (CHRIS)

(9) Chemical Dictionary

(10) Lloyds Register of Shipping

(11) Merchant Vessels of the U. S.

(12) Pollution Related Laws & Treaties in Effect

OPNAV 5216/145 (Rev. 7-73)
S/N 0107-LF-778-8111
USE FOR URGENT LETTERS, ONLY

Naval Speedletter

DO NOT CLEAR THROUGH COMMUNICATIONS OFFICE

CHECK TYPE OF MAIL	CLASSIFICATION	DATE
[X] REGULAR [ ] REGISTERED [ ] AIR [ ] CERTIFIED [ ] SPECIAL DELIVERY	Unclassified	10 JAN 1978
	IN REPLY REFER TO MAIN/JIW/th 6240/11	

INSTRUCTIONS

1. Message type phraseology is permissible.

2. Both addresses must be appropriate for window envelope or bulk mailing, as intended. Include attention codes, when known. Use dots and brackets as guides for window envelope addresses.

3. Give priority to processing, routing, and action required. Avoid time-consuming controls.

4. In order to speed processing, a readily identifiable, special window envelope, OPNAV 5216/145A, Speedletter Envelope, is provided for unclassified speedletters where bulk mailing is not used. Other window envelopes also may be used. In bulk mail, speedletters should be placed on top of regular correspondence.

To:

Commandant of the Marine Corps (LFF-2)
Headquarters, U. S. Marine Corps
Washington, D. C. 20380

Fold

STANDARD REFERENCES AND ENCLOSURES, IF ANY; TEXT AND SIGNATURE BLOCK

Subj: Oil spill; report of

Ref: (a) MCO P11000.8A

1. The following report is forwarded in compliance with reference (a).

a. At approximately 0900 on 6 January 1978 a spill of approximately 50 gallons of kerosene occurred at Building 1711, Midway Park, Marine Corps Base, Camp Lejeune, North Carolina. The spill occurred when a fuel line to a heater developed a leak. The fuel was self-contained under the house and was cleaned up by Base Maintenance personnel.

b. A report on the spill was made to the Environmental Protection Agency and the U. S. Coast Guard by telephone on 6 January 1978.

J. KOVACH
By direction

Fold

U. S. Coast Guard
Marine Safety Officer (Attn: Port Safety)
Post Office Box 343
Wilmington, North Carolina 28401

From:

Commanding General
Marine Corps Base
Camp Lejeune, North Carolina 28542

← ADDRESS REPLY AS SHOWN AT LEFT; OR, REPLY HEREON AND RETURN

CLASSIFICATION

Unclassified

B-17088

BASE MAINTENANCE DEPARTMENT
Marine Corps Base
Camp Lejeune, North Carolina 28542

MAIN/WAN/th
6240/11
12 Jan 1978

From: Base Maintenance Officer
To: Housing Director
Via: Assistant Chief of Staff, Facilities

Subj: Oil spills associated with heating oil deliveries to Base Quarters

Ref: (a) BMO ltr MAIN/WAN/th 11000 of 16 Feb 77
(b) SCS Engineer Study of Camp Lejeune Oil Spill Problem dtd March 1977

1. Reference (a) advised your office of the subject problem in February of 1977 and recommended corrective action. This office has continued to receive complaints concerning fuel oil spillages near Base Quarters and at the Fuel Farm. Follow-up investigations by the Department Ecologist confirm that the problem continues at the former rate.

2. As recommended by references (a) and (b), the installation of automatic shut off valves on each delivery truck would control spills at the point of delivery. If this is not a feasible corrective action at this time, careful attention to the fuel delivery job by the truck drivers would accomplish the same result.

3. Base fuel spills often wash to New River during rains resulting in an oily waste discharge that violates the Clean Water Act and places the Base Commander in a situation of legal liability under environmental law.

4. Please advise this office if assistance is required in correcting the subject problem.

C. D. WOOD

Copy to:
SJA
P&C

WAN

OPNAV 5216/145 (Rev. 7-73)
S/N 0107-LF-779-8111
USE FOR URGENT LETTERS, ONLY

Naval Speedletter

DO NOT CLEAR THROUGH COMMUNICATIONS OFFICE

CHECK TYPE OF MAIL	CLASSIFICATION	DATE
[X] REGULAR [ ] REGISTERED [ ] AIR [ ] CERTIFIED [ ] SPECIAL DELIVERY	Unclassified	13 JAN 1978
	IN REPLY REFER TO MAIN/JIW/th 6240/11	

INSTRUCTIONS

1. Message type phraseology is permissible.

2. Both addresses must be appropriate for window envelope or bulk mailing, as intended. Include attention codes, when known. Use dots and brackets as guides for window envelope addresses.

3. Give priority to processing, routing, and action required. Avoid time-consuming controls.

4. In order to speed processing, a readily identifiable, special window envelope, OPNAV 5216/145A, Speedletter Envelope, is provided for unclassified speedletters where bulk mailing is not used. Other window envelopes also may be used. In bulk mail, speedletters should be placed on top of regular correspondence.

To:

Commandant of the Marine Corps (LFF-2)
Headquarters, U. S. Marine Corps
Washington, D. C. 20380

Fold STANDARD REFERENCES AND ENCLOSURES, IF ANY; TEXT AND SIGNATURE BLOCK

Subj: Oil spill; report of

Ref: (a) MCO P11000.8A

1. The following report is forwarded in compliance with reference (a).

a. At approximately 1330 on 10 January 1978 a spill of approximately 50 gallons of kerosene occurred near Building 1002, Hadnot Point, Marine Corps Base, Camp Lejeune, North Carolina. The spill occurred when a home heating oil delivery truck was over-filled. The fuel was contained near the spill site and was cleaned up by Base Maintenance personnel.

b. A report on the spill was made to the Environmental Protection Agency and the U. S. Coast Guard by phone on 11 January 1978.

Fold

J. KOVACH
By direction

COPY TO
U. S. Coast Guard
Marine Safety Officer (Attn: Port Safety)
Post Office Box 343
Wilmington, North Carolina 28401

From:

Commanding General
Marine Corps Base
Camp Lejeune, North Carolina 28542

← ADDRESS REPLY AS SHOWN AT LEFT; OR, REPLY HEREON AND RETURN

CLASSIFICATION

Unclassified

8-17088

BASE MAINTENANCE DEPARTMENT
Marine Corps Base
Camp Lejeune, North Carolina 28542

MAIN/WAN/th
6240/11
3 Feb 1978

From: Base Maintenance Officer
To: Housing Director
Via: Assistant Chief of Staff, Facilities

Subj: Oil spills associated with heating oil deliveries to Base Quarters; report concerning

Ref: (a) BMO ltr MAIN/WAN/th 6240/11 dtd 12 Jan 78

1. As a follow-up concerning the above subject and the request contained in reference (a), it is reported that the heating oil contractor continues to spill fuel oil around quarters, on quarters, and in the street, at a rate equal to or greater than any witnessed to date. Recent examples are in the Paradise Point Area, Tarawa Terrace, on Ash Street and on the loading ramp in front of Building 1002. It is obvious that actions by this contractor are not being dealt with in an effective manner. It is further emphasized that responsibility for such pollution is ultimately the responsibility of the Base Commander and cannot be shifted to a private contractor whose services are funded by this activity.

2. It is recommended that the contractor be specifically advised of base responsibility pertaining to oily waste pollution abatement and that although automatic shutoff valves may represent a good solution, in the interim, a practical corrective action consists of careful attention to the fuel transfer delivery job by oil delivery truck drivers.

3. Please advise this office of actions taken to correct the subject problem.

C. D. WOOD

Copy to:
SJA
P&C

OPNAV 5216/145 (Rev. 3-71)
SN-0107-778-8110
USE FOR URGENT LETTERS, ONLY

Naval Speedletter

DO NOT CLEAR THROUGH COMMUNICATIONS OFFICE

CHECK TYPE OF MAIL
[X] REGULAR [ ] REGISTERED
[ ] AIR [ ] CERTIFIED
[ ] SPECIAL DELIVERY

CLASSIFICATION: Unclassified

DATE: 9 FEB 78

IN REPLY REFER TO: MAIN/JIW/th 6240/11

INSTRUCTIONS

1. Message type phraseology is permissible.

2. Both addresses must be appropriate for window envelope or bulk mailing, as intended. Include attention codes, when known. Use dots and brackets as guides for window envelope addresses.

3. Give priority to processing, routing, and action required. Avoid time-consuming controls.

4. In order to speed processing, a readily identifiable, special window envelope, OPNAV 5216/145A, Speedletter Envelope, is provided for unclassified speedletters where bulk mailing is not used. Other window envelopes also may be used. In bulk mail, speedletters should be placed on top of regular correspondence.

To:

Commandant of the Marine Corps (LFF-2)
Headquarters, U. S. Marine Corps
Washington, D. C. 20380

Fold

STANDARD REFERENCES AND ENCLOSURES, IF ANY; TEXT AND SIGNATURE BLOCK

Subj: Oil spill; report of

Ref: (a) MCO P11000.8A

1. The following report is forwarded in compliance with reference (a).

a. At approximately 0900 on 3 February 1978 a spill of approximately 150 gallons of JP-5 fuel occurred near Building AS-515, Marine Corps Air Station (H), New River, Jacksonville, North Carolina. The spill occurred during a helicopter refueling operation. Approximately 30 gallons of the fuel was taken up with absorbent matting. The remaining fuel flowed to a nearby underground storm drain. A containment boom was placed across the receiving canal and when the remaining oil in the underground system is flushed out, it will be cleaned up.

b. A report on the spill was made to the Environmental Protection Agency and the U. S. Coast Guard by phone on 3 February 1978.

Fold

T. R. BAISLEY
By direction

COPY TO:
U. S. Coast Guard
Marine Safety Officer (Attn: Port Safety)
Post Office Box 343
Wilmington, North Carolina 28401

From:

Commanding General
Marine Corps Base
Camp Lejeune, North Carolina 28542

ADDRESS REPLY AS SHOWN AT LEFT; OR, REPLY HEREON AND RETURN

CLASSIFICATION: Unclassified

B-17088

OPNAV 5216/145 (Rev. 7-73)
S/N 0107-LF-778-8111
USE FOR URGENT LETTERS, ONLY

Naval Speedletter

DO NOT CLEAR THROUGH COMMUNICATIONS OFFICE

CHECK TYPE OF MAIL
[X] REGULAR [ ] REGISTERED
[ ] AIR [ ] CERTIFIED
[ ] SPECIAL DELIVERY

CLASSIFICATION: Unclassified

DATE: 30 Mar 78

IN REPLY REFER TO: MAIN/JIW/th 6240/11

INSTRUCTIONS

1. Message type phraseology is permissible.

2. Both addresses must be appropriate for window envelope or bulk mailing, as intended. Include attention codes, when known. Use dots and brackets as guides for window envelope addresses.

3. Give priority to processing, routing, and action required. Avoid time-consuming controls.

4. In order to speed processing, a readily identifiable, special window envelope, OPNAV 5216/145A, Speedletter Envelope, is provided for unclassified speedletters where bulk mailing is not used. Other window envelopes also may be used. In bulk mail, speedletters should be placed on top of regular correspondence.

To:
Commandant of the Marine Corps (LFF-2)
Headquarters, U. S. Marine Corps
Washington, D. C. 20380

Fold

STANDARD REFERENCES AND ENCLOSURES, IF ANY; TEXT AND SIGNATURE BLOCK

Subj: Oil spill; report of

Ref: (a) MCO P11000.8A

1. The following report is forwarded in compliance with reference (a).

a. At approximately 1530 on 21 March 1978 a spill of approximately 100 gallons of hydraulic fluid occurred when ground support equipment malfunctioned near Building AS 4146, Marine Corps Air Station (Helicopter), New River. The spill was contained near the site and cleaned up by Air Station and Base personnel.

b. A report on the spill was made to the U. S. Coast Guard and the Environmental Protection Agency on 21 March 1978 and 24 March 1978 respectively.

J. L. MC LAUGHLIN
By direction

Fold

COPY TO
U. S. Coast Guard
Marine Safety Officer (Attn: Port Safety)
Post Office Box 343
Wilmington, North Carolina

From:
Commanding General
Marine Corps Base
Camp Lejeune, North Carolina 28542

← ADDRESS REPLY AS SHOWN AT LEFT; OR, REPLY HEREON AND RETURN

CLASSIFICATION
Unclassified

B-17088

DIR, NREAD RH. EMO

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY	DRAFTED BY	PHONE EXT NR	PAGE	PAGES
	J. I. WOOTEN	5003	1 OF	1

DATE	TOR/TOD	ROUTED BY	CHECKED BY
16 OCT 1978			

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL NC 6280-01

CMC FOR LFF

1. DATE; 16 OCTOBER 1978 TIME: 1000

2. SOURCE: RUPTURED FUEL LINE

3. LOCATION: BLDG AS-820 MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 75 GALLONS

5. TYPE: DIESEL FUEL

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN

A. FUEL WAS CONTAINED NEAR THE SITE

B. FUEL WAS CLEANED UP BY BASE MAINTENANCE DEPARTMENT PERSONNEL

9. ON SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. DAMAGE: NONE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: A HOME HEATING OIL DELIVERY TRUCK FUEL LINE RUPTURED.

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA AND USCG ON 16 OCTOBER 1978.

UNCLASSIFIED

DATE/ TIME GROUP

DISTRIBUTION: BMAINTO (1)

DIR, NREAD _____ BMO _____

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	1 OF	1
DATE 13 OCT 1978	TOR/TOD	ROUTED BY	CHECKED BY		

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 10 OCTOBER 1978 TIME: 0745

2. SOURCE: BROKEN AIRCRAFT FUEL LINE

3. LOCATION: FLIGHT LINE MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 75 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

A. FUEL WAS CLEANED UP BY AIR STATION PERSONNEL.

B. FUEL WAS CONTAINED AT THE SITE.

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: A FUEL LINE WAS RUPTURED WHEN AN INTERNAL HELICOPTER FUEL TANK BECAME UNSECURED.

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 1978.

UNCLASSIFIED

DATE/TIME GROUP 161810Z Oct

BNAINTO (1) AC/S FAC (1)

OIL SPILL HANDLING AND REPORTING PROCEDURES (25 gallons or more)

Most oil spill events will be reported to NREAD by Base Fire Department, Air Station S-4 or Crash Crew however, some spills are reported directly to NREAD. The Fire Department and Station S-4 should be made aware of spills reported directly to NREAD.

Reporting Procedures:

1. Notify Mr. Elston (if significant)

2. Call Mr. Brown

3. Investigate - Determine what caused the spill

4. Determine type of product spilled

5. Amount spilled

6. Location - Building Number

7. Date of Spill

9. Time of Spill

10. Who was responsible

11. Was contained, if not,did product reach navigable water

12. Who cleaned up spill

After getting above information report by phone immediately to Atlanta EPA (404) 881-3931

Report by phone USCG (Marine Safety Officer) Wilmington 343-4894

Large spill and those which could result in adverse publicity should be reported to HQMC Mr. Jim Kearns (Autovon) 224-1425/2171

Organizations in need of waste oil tanks.

Bldg #	Organization	Location	No Tanks
BA-130	Second Recon Bn M.T. H&S Co.	Onslow Beach	(1)
TC-773	8th Marine Regimental Motor Pool	Camp Geiger	(1)
A-11	H&S Co. Second Am Trac Bn	Court House Bay	(1)
TC-474	Third Bn 8th Marine Reg Motor Transport	Camp Geiger	(1)
1842	10th Marines Regimental Engineers	Hadnot Point	(1)
1808	Support Company Second Combat Engineers, Second Marine Division		(2)

CHECKED BOX APPLIES

[X] ORDER FOR SUPPLIES OR SERVICES

[ ] REQUEST FOR QUOTATIONS

RETURN COPY(ES) OF THIS QUOTE BY

(THIS IS NOT AN ORDER. See DD Form 1155r)

PAGE 1 OF 1

5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1 DO

1. CONTRACT/PURCH ORDER NO.: M67001-79-M-3263

2. DELIVERY ORDER NO.:

3. DATE OF ORDER: 78 OCT 27

4. REQUISITION/PURCH REQUEST NO.: M93058-8284-W018

6. ISSUED BY: CODE M67001

J.A.Harris/919-451-2186/jm
Purchasing & Contracting Office
Bldg 1211, Marine Corps Base
Camp Lejeune, N. Carolina 28542

7. ADMINISTERED BY: (If other than 6) CODE

8. DELIVERY FOB: [X] DESTINATION [ ] OTHER (See Schedule if other)

9. CONTRACTOR/QUOTER CODE FACILITY CODE

NAME AND ADDRESS

Southern Pump & Tank Co.
P.O. Box 26117
Raleigh, N.C. 27611

10. DELIVER TO FOB POINT BY: 78 NOV 20

11. CHECK IF SMALL BUSINESS MBE [ ] [ ]

12. DISCOUNT TERMS: 1% 10 DAYS;NET 30 DAYS

13. MAIL INVOICES TO: (In sextuplicate)
SAME AS BLOCK 14

14. SHIP TO: CODE
Freight Traffic Branch
Bldg 1011, Camp Lejeune, N. Carolina 28542
79-M-3263

15. PAYMENT WILL BE MADE BY: CODE M67001
Base Disbursing Officer
MCB, Camp Lejeune, North Carolina 28542

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER

DELIVERY [ ] This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.

PURCHASE [X] Reference your Telequote 78 OCT 27, furnish the following on terms specified herein, including, for U. S. purchases, General Provisions of Purchase Order on DD Form 1155r (Except CLAUSE NO. 13 APPLIES ONLY IF THIS BOX [ ] IS CHECKED, and NO. 15 IF THIS BOX [ ] IS CHECKED); special provisions ; and delivery as indicated. This purchase is negotiated under authority of 10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6).

[ ] If checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155r and return copies.

17. ACCOUNTING AND APPROPRIATION DATA – ACCOUNTING CLASSIFICATION (REV. 7-65)

ITEM NO.	APPROPRIATION SYMBOL AND SUBHEAD	OBJECT CLASS	BUREAU CONT. NO.	SUB-ALLOT.	AUTH'N ACCT'G ACT'Y	TRANS. TYPE	PROPERTY ACCT'G ACT'Y	COUNTRY	COST CODE	AMOUNT
1	1791106.2720	000	67001	0	067001	2D	000000		92323242392T	$1,510.00

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	PRIORITY 14				
	THIS IS A CONFIRMING ORDER...Confirms telephonic order of Mr. Beamer by our Mr. Harris. DO NOT DUPLICATE. same number and date given your				
1.	MML999 5430-00-C99-3792 - 560 gallon asphalt coated oil tank, underground type	10	EA	151.00	1,510.00
	Waste Oil				
	INQUIRIES REGARDING THIS ORDER SHOULD BE MADE TO MRS. BATCHELOR, 919-451-5065				

25. TOTAL $1,510.00

29. DIFFERENCES

30. INITIALS

* If quantity accepted by the Government is same as quantity ordered, indicate by √ mark. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA
BY: Ione O Holsonback
IONE O. HOLSONBACK
Purchasing
~~CONTRACTING~~/ORDERING OFFICER

26. QUANTITY IN COLUMN 20 HAS BEEN:
[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

Date (Signature of authorized Government representative)

27. SHIP. NO.

[ ] FINAL [ ] PARTIAL

28. D.O. VOUCHER NO.

31. PAYMENT
[ ] COMPLETE [ ] PARTIAL [ ] FINAL

32. PAID BY
67001-
SYM #.5190
MCB CLNC

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I CERTIFY that this account is correct and proper for payment
T.R. DEDMOND, Fiscal Acctg.Supv.
(Signature and title of Certifying Officer)

37. RECEIVED AT

38. RECEIVED BY

39. DATE RECEIVED

40. TOTAL CONTAINERS

41. S/R ACCOUNT NUMBER

42. S/R VOUCHER NO.

DD FORM 1 AUG 66 1155 (NAVY) (Overprint 1/70)

Form Approved by Comptroller General, U. S., 27 May 66
Exception to SF 18 under $2,500 Approved by Budget Bureau Oct 66

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED

Supplies are of domestic origin unless otherwise indicated by quoter. The Government reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.

2. VARIATION IN QUANTITY—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS—Invoices shall be submitted in quadruplicate *(one copy shall be marked "Original")* unless otherwise specified, and shall contain the following information: Contract or Order number, Item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS—In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES—(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a quesiton of law.

6. FOREIGN SUPPLIES—This contract is subject to the Buy American Act *(41 U.S.C. 10a-d)* as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

7. CONVICT LABOR—The Contractor agrees not to employ for work under this contract any person undergoing sentence of imprisonment at hard labor.

8. OFFICIALS NOT TO BENEFIT No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. CONVENANT AGAINST CONTINGENT FEES The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities *(in the form of entertainment, gifts or otherwise)* were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount *(as determined by the Secretary or his duly authorized representative)* which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. RENEGOTIATION This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1951, as amended *(50 U.S.C. App. 1211 et seq.)* and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

12. CONDITION FOR ASSIGNMENT This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended *(31 U.S.C. 203, 41 U.S.C. 15)*, unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

13. COMMERCIAL WARRANTY The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

14. PRIORITIES, ALLOCATIONS AND ALLOTMENTS DEFENSE MATERIALS SYSTEM When the amount of the order is $500 or more the Contractor shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to fill this order.

15. FAST PAYMENT PROCEDURE –

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, *provided* instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government.

(c) Preparation of Invoice.

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. In shipments by either post office or common carrier, the Contractor shall either (A) cite on this invoice the date of shipment, name and address of carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoice as evidence of shipment. In addition the invoice shall be prominently marked "Fast Pay." In case of delivery by other than post office or common carrier, a receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters "NO DD 250 PREPARED", (B) shipment number; (C) mode of shipment; and (D) at line item level, (i) National Stock Number and/or Manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MILSTRIP document number if in contract.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

16. *(This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)*

SERVICE CONTRACT ACT OF 1965 – Except to the extent that an exemption, variation, or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of $2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended ($1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

17. CHANGES– The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. TERMINATION FOR DEFAULT – The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19. As used in this provision the term "subcontractor", and "subcontractors" means subcontractors at any tier.

19. TERMINATION FOR CONVENIENCE – The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Armed Services Procurement Regulation, in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

20. ASSIGNMENT OF CLAIMS – Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended *(31 U.S.C. 203, 41 U.S.C. 15)*. However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off. *(See Clause 12.)*.

ACCEPTANCE

The Contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth, and agrees to perform the same.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

U.S. GOVERNMENT PRINTING OFFICE: 1977—703-174/5040 2-1

AIMO BIO

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY	DRAFTED BY	PHONE EXT NR	PAGE	PAGES
	J. I. WOOTEN	5003	1 OF	1

DATE	TOR/TOD	ROUTED BY	CHECKED BY
30 NOV 1978			

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 28 NOVEMBER 1978 TIME: 1200

2. SOURCE: OIL SEPARATOR

3. LOCATION: BUILDING AS-4146 MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 25 GALLONS

5. TYPE: USED MOTOR OIL

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

   A. OIL WAS CLEANED UP BY BASE MAINTENANCE PERSONNEL

   B. OIL WAS CONTAINED IN A CANAL NEAR THE SPILL SITE

   C. INVESTIGATION IS CONTINUING

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: MALFUNCTIONING OIL SEPARATOR

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 29 NOV 1978.

DISTRIBUTION: BMAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

ABNO _____ BNO _____

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY	DRAFTED BY	PHONE EXT NR	PAGE	PAGES
	J. I. WOOTEN	5003	1 OF	1

DATE	TOR/TOD	ROUTED BY	CHECKED BY
30 NOV 1978			

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 28 NOVEMBER 1978 TIME: 1200

2. SOURCE: OIL SEPARATOR

3. LOCATION: BUILDING AS-4146 MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 25 GALLONS

5. TYPE: USED MOTOR OIL

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

   A. OIL WAS CLEANED UP BY BASE MAINTENANCE PERSONNEL

   B. OIL WAS CONTAINED IN A CANAL NEAR THE SPILL SITE

   C. INVESTIGATION IS CONTINUING

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: MALFUNCTIONING OIL SEPARATOR

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 29 NOV 1978.

DISTRIBUTION: NWAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

ABMO _____ BMO _____

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	1 OF	1
DATE	TOR/TOD	ROUTED BY	CHECKED BY		
30 NOV 1978					

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 28 NOVEMBER 1978 TIME: 1200

2. SOURCE: OIL SEPARATOR

3. LOCATION: BUILDING AS-4146 MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 25 GALLONS

5. TYPE: USED MOTOR OIL

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

   A. OIL WAS CLEANED UP BY BASE MAINTENANCE PERSONNEL

   B. OIL WAS CONTAINED IN A CANAL NEAR THE SPILL SITE

   C. INVESTIGATION IS CONTINUING

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: MALFUNCTIONING OIL SEPARATOR

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 29 NOV 1978.

UNCLASSIFIED

DATE/ TIME GROUP

DISTRIBUTION: BMAINTO (1)

ABMO _____ BMO _____

NAVAL

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. WOOTEN	5003	1 OF	2
DATE	TOR/TOD	ROUTED BY	CHECKED BY		
7 DEC 1978					

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG NSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N6280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 5 DECEMBER 1978 TIME: 1430

2. SOURCE: OPEN PINE LINE VALVE

3. LOCATION: BUILDING AS-144 MARINE CORPS AIR STATION (H), NEW RIVER

4. AMOUNT: 650 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

A. PRODUCT WAS CLEANED UP BY BASE MAINTENANCE PERSONNEL

B. PRODUCT WAS CONTAINED IN A CANAL NEAR THE SPILL SITE

C. INVESTIGATION IS CONTINUING

9. ON-SCENE WEATHER: SCATTERED SHOWERS

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: A PIPE LINE VALVE AT THE RAILROAD UNLOADING FACILITY WAS LEFT OPEN WHILE FUEL WAS BEING UNLOADED

14. ASSISTANCE REQUIRED: NONE

DATE/ TIME GROUP

15. TELEPHONE REPORT TO NRC WAS NOT MADE. A WRITTEN REPORT WAS MADE

NAVAL [redacted]E

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	2 OF	2
DATE 7 DEC 1978	TOR/TOD	ROUTED BY	CHECKED BY		

MESSAGE NR	DATE/TIME GROUP	PRECE-DENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 6 DECEMBER 1978.

DISTRIBUTION: BMAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

BMAINTO

VZCZCBRA825
RTTUZYUW RUCLBRA0214 2211316-UUUU--RULSSUU RUCLAKK.
ZNR UUUUU
R 091316Z AUG 78
FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 7 AUGUST 1978 TIME: 0825
2. SOURCE: RUPTURED FUEL BLADDER
3. LOCATION: FUEL FARM NEAR BLDG AS-3504, MARINE CORPS AIR STATION
CHD NEW RIVER
4. AMOUNT: 100 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.
B. FUEL WAS CONTAINED AT THE SITE.
9. ON-SCENE WEATHER: CLEAR
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: FUEL BLADDER RUPTURED
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT
WAS MADE TO EPA & USCG ON 7 AUGUST 1978.
BT
#0214

TOD:091538Z AUG 78
DIST:BMI WTAC

VZCZCBRA825
RTTUZYUW RUCLBRA0214 2211316-UUUU--RULSSUU RUCLAKK.
ZNR UUUUU
R 091316Z AUG 78
FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 7 AUGUST 1978 TIME: 0825
2. SOURCE: RUPTURED FUEL BLADDER
3. LOCATION: FUEL FARM NEAR BLDG AS-3504, MARINE CORPS AIR STATION (HD NEW RIVER
4. AMOUNT: 100 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.
B. FUEL WAS CONTAINED AT THE SITE.
9. ON-SCENE WEATHER: CLEAR
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: FUEL BLADDER RUPTURED
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 7 AUGUST 1978.
BT
#0214
TOD:091538Z AUG 78
DIST:BHWTEAC

VZCZCBRA825
RTTUZYUW RUCLBRA0214 2211316-UUUU--RULSSUU RUCLAKK.
ZNR UUUUU
R 091316Z AUG 78
FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 7 AUGUST 1978 TIME: 0825
2. SOURCE: RUPTURED FUEL BLADDER
3. LOCATION: FUEL FARM NEAR BLDG AS-3504, MARINE CORPS AIR STATION
(HD NEW RIVER
4. AMOUNT: 100 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.
B. FUEL WAS CONTAINED AT THE SITE.
9. ON-SCENE WEATHER: CLEAR
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: FUEL BLADDER RUPTURED
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT
WAS MADE TO EPA & USCG ON 7 AUGUST 1978.
BT
#0214
TOD:091538Z AUG 78
DIST:~~BMAINT~~,FAC

BMAINT
1

BMAINT
PO

BMAINTO

TOD 0247 / 01 Jun 7

VZCZCBRA961
RTTUZYUW RUCLBRA0199 1592321-UUUU--RUEACMC RUCLAKK.
ZNR UUUUU
R 082321Z JUN 78
FM CG MARINE CORPS BASE CAMP LEJEUNE NC
TO RUEACMC/CMC WASHINGTON DC
RUCLAKK/COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 31 MAY 1978 TIME: 1400
2. SOURCE: RUPTURED FUEL TANK
3. LOCATION: ON GROUND NEAR BLDG AS518, MCAS(H) NEW RIVER
4. AMOUNT: 200 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE.
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

DISTRIBUTION
BMO
ABMO
M&R D.
Tele D.
FBA O.
MME
Maint NCO
Secretary

PAGE TWO RUCLBRA0199 UNCLAS
B. THE FUEL WAS SELF-CONTAINED
9. ON SCENE WEATHER: PARTLY CLOUDY
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NONE
13. CAUSE OF SPILL: FORK LIFT PRONGS PUNCTURED A FULL TANK AS IT WAS BEING RELOCATED.
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 31 MAY 1978.
BT
#0199 TOD: 09 02 49Z JUN 78
relo; COL KOVACH
DIST: BMAINTO

NNNN

68a

BMAINTO

NNNNVZCZCBRA959
RTTUZYUW RUCLBRA0200 1592322-UUUU--RUEACMC RUCLAKK.
ZNR UUUUU
R 082322Z JUN 78
FM CG MARINE CORPS BASE CAMP LEJEUNE NC
TO RUEACMC/CMC WASHINGTON DC
RUCLAKK/COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 5 MAY 1978 TIME: 1330
2. SOURCE: UNDETERMINED
3. LOCATION: IN DITCH NEAR BLDG AS141, MCAS (H) NEW RIVER
4. AMOUNT: 100 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: THE FUEL WAS APPROXIMATELY 1/2 INCH DEEP ON THE SURFACE OF THE WATER IN THE DITCH.
8. ACTION TAKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

PAGE TWO RUCLBRA0200 UNCLAS
B. THE SPILL WAS CONTAINED BY A BOOM.
9. ON-SCENE WEATHER: PARTLY CLOUDY
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: UNDETERMINED
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 25 MAY 1978.
BT
#0200

TOD: JUN 9 0242z 78
REL: COL KOVACH
DIST: BMAINTO

DISTRIBUTION
✓ BMO
✓ ABMO
✓ NREAD
Admin D.
Oper D.
M&R D.
Tele D.
Util D.
F&A O.
Prop O.
MME
Maint NCO
Secretary

AMAIN

MAY 6 1978
DISTRIBUTION
BMO
ABMO
TREAD
Admin D.
Oper D.
M&R D.
Tele D.
Util D.
F&A O.
Prop O.
MME
Maint NCO
Secretary

VZCZCBRA2
RTTUZYUW RUCLBRA0414 1351958-UUUU--RUEACMC RUEBBEA RUEBHGE
ZNR UUUUU
R 151958Z MAY 78
FM CG MCB CAMP LEJEUNE NC
RUEACMC/CMC WASHINGTON DC
RUEBBEA/USCG DISTRICT COMMANDER WILMINGTON NC
RUEBHGE/EPA REGION IV ATLANTA GEORGIA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 5 MAY 1978, TIME: 1200
2. SOURCE: HEATING PLANT OIL SEPARATOR
3. LOCATION: IN DITCH NEAR MS25, MONTFORD POINT, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA
4. AMOUNT: 25 GALLONS
5. TYPE: NUMBER 6 OIL
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: BARELY VISIBLE
8. ACTION TAKEN:
A. BASE PERSONNEL ARE TAKING ACTION TO PREVENT REOCCURRENCES.
B. CONTAINMENT: WHEN THE SPILL WAS DISCOVERED A BOOM WAS PLACED

LCpl Powell

TOD 15/2321

PAGE TWO RUCLBRA0414 UNCLAS//N06280//
ACROSS THE DITCH,
HOWEVER, A TRACE AMOUNT OF OIL WHICH COULD NOT BE RECOVERED REACHED NAVIGABLE WATERS.
BT
#0414
TOD: 152321Z MAY 78
REL: J KOVACH, LTCOL
DIST: BMAINT

1250

BMAINTO

959

RTTUZYUW RUCLBRA0420 2902010-UUUU--RULSSUU RUCLAKK.
ZNR UUUUU
R 172010Z OCT 78
FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
COGARD MSO WILMINGTON NC
RUCLAKK/EPA REGION IV
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE; 16 OCTOBER 1978 TIME: 1000
2. SOURCE: RUPTURED FUEL LINE
3. LOCATION: BLDG AS-820 MARINE CORPS AIR STATION (H), NEW RIVER
4. AMOUNT: 75 GALLONS
5. TYPE: DIESEL FUEL
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN
A. FUEL WAS CONTAINED NEAR THE SITE
B. FUEL WAS CLEANED UP BY BASE MAINTENANCE DEPARTMENT PERSONNEL
9. ON SCENE WEATHER: PARTLY CLOUDY
10. OIL SPILL MOVEMENT: NONE
11. DAMAGE: NONE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: A HOME HEATING OIL DELIVERY TRUCK FUEL LINE RUPTURED.
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA AND USCG ON 16 OCTOBER 1978.
BT
#0420
RELO: T R BAISELY
TOD: OCT 17 2242Z 78
DIST: BMAINTO, FAC

BMAINT

TOD 2228Z 4 Dec 78

DEC 5 1978

DISTRIBUTION
BMO
ABMO
NREAD
Admin D.
Oper D.
M&R D.
Tele D.
Util D.
F&A O.
Prop O.
MME
Maint NCO
Secretary

VZCZCBRA209
RTTUZYUW RUCLBRA0057 3381846-UUUU--RUEACMC RUCLAKK.
ZNR UUUUU
R 041846Z DEC 78
FM CG MCB CAMP LEJEUNE NC
TO RUEACMC/CMC WASHINGTON DC
RUCLAKK/USCG MSO WILMINGTON NC
RUCLAKK/EPA REGION FOUR
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS//N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 28 NOVEMBER 1978 TIME: 1200
2. SOURCE: OIL SEPARATOR
3. LOCATION: BUILDING AS-4146 MARINE CORPS AIR STATION (CH), NEW RIVER
4. AMOUNT: 25 GALLONS
5. TYPE: USED MOTOR OIL
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION TAKEN:
A. OIL WAS CLEANED UP BY BASE MAINTENANCE PERSONNEL
B. OIL WAS CONTAINED IN A CANAL NEAR THE SPILL SITE
C. INVESTIGATION IS CONTINUING
9. ON-SCENE WEATHER: PARTLY CLOUDLY
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NEGLIGIBLE
13. CAUSE OF SPILL: MALFUNCTIONING OIL SEPARATOR
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 29 NOV 1978.
BT
#0057

TOD: 2228 Z DEC 78
REL: T. R. BAISLEY, LTCOL
DIST: BMAINTO, FAC

NNNN

04 1846 Dec

BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

U

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

STAFFING LADDER

MCBCL 5216 (REV 5/71)

BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

	INSP
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Admins
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
✓	FT/20FSG
✓	20MARDIV
✓	NRDC
✓	NRMC
✓	MCAS
✓	20MAW

BASE BULLETIN 11090

From: Commandant (General)
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by USC Engineers (COEAI)
(b) Bulk Petroleum Monitoring & Surveys
(c) [illegible]
(d) [illegible]

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: pipelines, storage areas, maintenance facilities, general trade, motor boat operations and marine loading. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and compliance on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicated abuse of existing shore facilities contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (a) that resulted in pollution of Bay Waters. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is anticipated to be 1985. In the interim, each discharge will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

	INSP
	CG
	ABC
	CS
	INSP
	AC&S Manpower
	AC&S Personnel
	AC&S Training
	AC&S Supply
	AC&S Comptr
	AC&S OPS
	ABI
	A AUXO
	CEO
	DENTO
	Supply Officer
	DISBO
	MAINT
	MOT ENGR
	NEPO
	MTO
	PERSO
	PMO
	PWO
	SSO

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

HEADQUARTERS, MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA

Date 20 Jan

From: Chief of Staff
To: Maint Off

Subj:

CG not pleased with words

Wants fresh start / say simply

It is noted that ~~the~~ the EPA took administrative action against the base due to a violation of reference (d) that resulted in pollution of New River.

4 NOV 1977

STAFFING LADDER

MCBCL 5216 (REV 5/71)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

INSP	
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
cy	NRMO

UNITED STATES MARINE CORPS
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542

IN REPLY REFER TO
BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

STAFFING LADDER

MCBCL 5216 (REV 5/71)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

INSP	
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
	MCAS

UNITED STATES MARINE CORPS
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542

IN REPLY REFER TO
BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

STAFFING LADDER

MCBCL 5211 (REV1-74)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA..

INSP	
	CG
	ABC
	C/S
	INSP
	PMO
	SJA
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S MngmntSe
	ADJ
	2d MA

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT, MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA.

UNITED STATES MARINE CORPS
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542

IN REPLY REFER TO
BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

STAFFING LADDER

MCBCL 5216 (REV 5/71)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

INSP	
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
	FT/21FEB

CSS ENGR O
CONCURR

STAFFING LADDER

MCRC (Rev 8/70)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

	INSP
CO	
ABC	
O/S	
INSP	
AC of S Manpower	
AC of S Personnel	
AC of S Training	
AC of S Supply	
AC of S Facilities	
AC of S Comm	
AC of S OPS	
ADJ	
A AUD	
CEO	
DEMTO	
Civ Pers Officer	
DRSO	
MAINT	
MOT ENGR	
REDO	
MTO	
PRSO	
PMO	
PWO	
SSO	
SJA	

UNITED STATES MARINE CORPS
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542

IN REPLY REFER TO
BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

STAFFING LADDER

MCBCL 5216 (REV 5/71)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

INSP	
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
	NRDC

UNITED STATES MARINE CORPS
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542

IN REPLY REFER TO
BBul 11090
MAIN/WAN/th

BASE BULLETIN 11090

From: Commanding General
To: Distribution List

Subj: Oil Pollution Abatement

Ref: (a) Oil Pollution Survey by SCS Engineers (NOTAL)
(b) Base Maintenance Monitoring & Surveys
(c) MCO P11000.8A (NOTAL)
(d) BO 11090.1A

1. Purpose. To disseminate information concerning oil pollution abatement responsibilities.

2. Information

a. References (a) and (b) revealed oil pollution problems associated with the following: petroleum storage areas, maintenance facilities, grease racks, motor pool operations and parking lots. Most of the oil pollution problems associated with the subject facilities are due to inadequate operational procedures often caused by lack of knowledge of and emphasis on abatement of oily waste.

b. It is imperative that appropriate emphasis be directed at this problem to eliminate the discharge of petroleum by-products to receiving waters. This activity is required by the Environmental Protection Agency (EPA) to monitor and report findings on water quality in storm drains leading from Industrial Areas. Initial monitoring indicates abuse of standing instructions contained in references (c) and (d). It is noted that the base is presently under administrative action proceedings initiated by the EPA due to a violation of reference (d) that resulted in pollution of New River. Any violation of this type may subject commanding officers to legal action by the private sector, or further administrative action may be taken against the Command by the EPA.

c. Plans are underway to submit a massive MCON pollution abatement project to provide treatment of oil and other industrial waste discharges. Project completion is estimated to be 1983. In the interim, such discharges will continue to constitute noncompliance with the Clean Water Act. Subsequent to the placement of facilities to abate such pollution, noncompliance will continue if operational procedures are not corrected to fully comply with reference (d).

3. Action. Area Commanders will take appropriate action to eliminate inadequate operational procedures, such as dumping of petroleum by-products, to achieve compliance with reference (d). Natural Resources and Environmental Affairs Division, phone 5003/2083, Base Maintenance Department, is the point of contact for technical advice/assistance.

4. Applicability. Having received the concurrence of the Commanding Generals, 2d Marine Division (Rein), FMF, and Force Troops/2d FSSG, FMFLANT, and the Commanding Officers of Marine Corps Air Station (H) New River, Naval Regional Medical Center, and Naval Regional Dental Center, this Bulletin is applicable to those Commands. Since the Commanding General, 2d Marine Aircraft Wing, FMF, likewise concurs, it is further applicable to those 2d Marine Aircraft Wing units located at Marine Corps Air Station (H), New River, North Carolina.

5. Self-Cancellation. 1 April 1978.

DISTRIBUTION: "A" Cats I, II and IV
Plus BMaintDept (100)

UNITED STATES MARINE CORPS
2d Marine Division (Rein), FMF
Camp Lejeune, North Carolina 28542

4/LLW/ew
11090

30 NOV 1977

From: Commanding General
To: Commanding General, Marine Corps Base, Camp Lejeune, North Carolina 28542

Subj: Proposed Base Bulletin 11090; Subject: Oil Pollution Abatement

Ref: (a) MCB, CLNC Staffing Ladder
(b) BO 11090.1A

1. The subject proposed directive, informally transmitted by reference (a), is concurred in by this Headquarters.

2. Owing to the long-range application of the subject, versus the limited life span of the proposed bulletin, it is recommended that the contents of the subject document be incorporated in the next change to reference (b).

W. D. Hubbard

W. D. HUBBARD
By direction

UNITED STATES MARINE CORPS
2d Marine Division (Rein), FMF
Camp Lejeune, North Carolina 28542

4/LLW/ew
11090

30 NOV 1977

From: Commanding General
To: Commanding General, Marine Corps Base, Camp Lejeune, North Carolina 28542

Subj: Proposed Base Bulletin 11090; Subject: Oil Pollution Abatement

Ref: (a) MCB, CLNC Staffing Ladder
(b) BO 11090.1A

1. The subject proposed directive, informally transmitted by reference (a), is concurred in by this Headquarters.

2. Owing to the long-range application of the subject, versus the limited life span of the proposed bulletin, it is recommended that the contents of the subject document be incorporated in the next change to reference (b).

W. D. Hubbard
W. D. HUBBARD
By direction

STAFFING LADDER

MCBCL 5216 (REV 5/71)

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

INSP	
	CG
	ABC
	C/S
	INSP
	AC of S Manpower
	AC of S PersServ
	AC of S Training
	AC of S SupServ
	AC of S Facilities
	AC of S Compt
	AC of S DPS
	ADJ
	A AUD
	CEO
	DENTO
	Civ Pers Officer
	DisbO
	MAINT
	MGT ENGR
	MEDO
	MTO
	PERSO
	PMO
	PWO
	SSO
	SJA
H	2d Mar D

1. THE ATTACHED PROPOSED BASE BULLETIN IS FORWARDED FOR YOUR CONCURRENCE AND RETURN TO BASE MAINTENANCE DEPARTMENT.

HEADQUARTERS, MARINE CORPS BASE, CAMP LEJEUNE

ACTION BRIEF Date: 28 Sep 1978

Staff Section: Base Maintenance Department

Subj: Refinery of used crank case oil by State of North Carolina

Problem:

The State of North Carolina is in the process of installing a used oil refinery at Raleigh and is interested in utilizing crank case oil generated at Camp Lejeune.

Discussion:

On 21 September 1978 state personnel requested by correspondence a meeting with Base Maintenance Department personnel to discuss the possibilities of obtaining used crank case oil only to be re-refined by the state. A meeting has been scheduled for 4 October 1978 in the Base Maintenance Conference Room.

Recommended Action:

It is recommended that the attached letter be signed.

Very respectfully,

B. W. ELSTON
Acting

28 Sep

MAIN/JIW/th
6240
29 Sep 1978

Mr. P. Chris Mogensen
Conservation Officer
North Carolina Department of Commerce
430 N. Salisbury Street
Raleigh, North Carolina 27611

Dear Mr. Mogensen:

This is to acknowledge receipt of your letter dated 21 September 1978 relative to waste oil refinery.

The base has approximately 150,000 gallons of used oil products stored at the present time and it is expected that the volume will increase as a continuous pick up and storage program is in effect. It is agreed that refinery may be a problem as the stored petroleum product is a mixture. However, base personnel will be happy to meet with you on the 4th of October to discuss your refinery efforts.

Mr. Julian Wooten, Natural Resources and Environmental Affairs Division, Base Maintenance Department, will be the base point of contact on this matter.

Sincerely,

T. R. BAISLEY
Lieutenant Colonel, U.S. Marine Corps
Assistant Chief of Staff, Facilities
By direction of the Commanding General

SEP 22 1978

	ACTION	INFO	INITIAL
BMO			
ABMO		✓	BWR
MAINT NCO			
SAFETY CHMN			
PROP			
M&R			
OPNS			
ADMIN			
TELE			
UTIL			
ENVIRON AFF		✓	[illegible]
SECRETARY			
F&A BRANCH			
UMACS		✓	
MME			

Terry Hatcher / Julian Wooten:

Lets discuss.

BWR

Please return to BMaint Dept

Letter response sent to CG 28 Sep 78

James B. Hunt, Jr.
Governor

D. M. Faircloth
Secretary

NORTH CAROLINA
DEPARTMENT
OF COMMERCE

Brian M. Flattery
Director

ENERGY DIVISION
(919) 733-2230

September 21, 1978

Commanding General
Attn: Base Maintenance Officer
Marine Corps Base
Camp Lejeune, NC 28542

Dear Sir:

The State of North Carolina is in the process of installing a used-oil refinery at Raleigh. This refinery will be utilized to re-refine used crank case oil for reuse in engines. The finished product will be equal to virgin oil. The re-refined oil will be made available to state and local government users throughout North Carolina as well as to military installations, if they so desire. We expect that the refinery will be placed in operation during early November, 1978. The State expects that energy savings in the order of 1.105 trillion BTU's per year will be realized by the year 1980. This amounts to about 7.6 million gallons of oil annually that our country will not have to import from foreign sources.

On September 12, 1978, Mr. Gil Holland, who is heading up the used-oil refinery project, and I visited with Mr. Marvin King of DPDO at Camp Lejeune. Mr. King indicated that his office held approximately 150,000 gallons of used oil (and other substances) in storage, and that the State would probably be welcome to claim it.

A potential problem arises with the "other substances", which appear to consist of brake fluid, transmission fluid, detergents, water, etc. While we are going to draw off 2-3 barrels of the waste product for analysis and a test run through the refinery, too high a content of these other substances will render the waste product unusable for our purposes.

Obviously, we would prefer only used crank case oil, undiluted with other products so far as possible. To this end, Mr. Holland and I would like to meet with you and your representative, Mr. Terry Hatcher, with a view towards identifying the point in the cycle at which the mix of used crank case oil with other substances first begins. If this point can be identified at, for example, the motor transport

battalion's grease rack, it is possible that we can reach an accommodation where our (the State's) trucks could schedule periodic trips and pump the oil sumps at the racks. This procedure could benefit the Marine Corps by reducing the costs and maintenance attendant with operating tank trucks while assisting the State in this important energy conservation effort.

If such a meeting is agreeable to you, I would like to suggest the first week in October, say the 4th or 5th. My schedule is quite full the second and third weeks of that month so an alternative date would have to fall in the 4th week of October.

Thank you for your consideration.

Sincerely,

P. Chris Mogensen
Conservation Officer
Federal Programs Manager

PCM/pgj

cc: Gil Holland
CG, 2d MARDIV (Attn:G-4)

File → Oil · 26 Sept 78

STANDARD FORM 26, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41CFR) 1-16.101

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO.: M67001-78-D-0303
2. EFFECTIVE DATE: 78 Oct 01
3. REQUISITION/PURCHASE REQUEST/PROJECT NO.:
4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: DO-C9(4thqtr'78-3rd'79)

5. ISSUED BY CODE:
PURCHASING AND CONTRACTING DIVISION
Bldg. 1211, MCB
Camp Lejeune, N.C. 28542

6. ADMINISTERED BY (If other than block 5) CODE:

7. DELIVERY FOB DESTINATION [XX] OTHER (See below) [ ]

8. CONTRACTOR NAME AND ADDRESS CODE: FACILITY CODE:
JENKINS OIL CO., OF JACKSONVILLE, N.C.
1103 Marine Blvd.
Jacksonville, N.C. 28540
(S)
(Street, city, county, State, and ZIP code)

9. DISCOUNT FOR PROMPT PAYMENT
1% 20 Days

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK
SEE SECTION K - PARA. #5

11. SHIP TO/MARK FOR CODE:
SEE SECTION F

12. PAYMENT WILL BE MADE BY CODE:
BASE DISBURSING OFFICE
Bldg. 1005, MCB
Camp Lejeune, N.C. 28542

13. THIS PROCUREMENT WAS [ ] ADVERTISED, [XX] NEGOTIATED, PURSUANT TO: [X] 10 U.S.C. 2304 (a)(17-A) [ ] 41 U.S.C. 252 (c)( )

14	Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub-Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Country	Cost Code	Amount
TO BE ADDED BY MODIFICATION										OPEN END

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	FOR FURNISHING SUPPLIES & SERVICES IN ACCORDANCE WITH ATTACHED SOLICITATION.				
	DELIVERY: SEE SECTION F & H OF SCHEDULE.				
	CONTRACT PERIOD: 01 OCTOBER 1978 THROUGH 30 SEPTEMBER 1979.				
	FUEL HAULING SERVICES: Services to effect deliveries of Government furnished Fuel Oil and Kerosene from Government-Owned Bulk Storage Tanks at MCB, Camp Lejeune, N.C. 28542, to locations as specified herein during the period noted. Quantities as required and/or specified by the Contracting Officer or the Ordering Officer.				
		EST.YR.REQ.			
	No. 2 Fuel Oil				
1.	Paradise Point, Naval Hospital, and Courthouse Bay Housing.	476,650	gl	.0315	
2.	Capehart Housing, Marine Corps Base	602,000	gl	.0315	
3.	Tarawa Terrace	582,950	gl	.0315	
4.	Capehart Housing, MCAS(H) New River	270,550	gl	.0350	

21. TOTAL AMOUNT OF CONTRACT $ OPEN END

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. [XX] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67001-78-B-0019, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)

25. DATE SIGNED

28. NAME OF CONTRACTING OFFICER (Type or print)
W. A. TWEED

29. DATE SIGNED

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF DOCUMENT BEING CONT'D M67001-78-D-0303	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR: JENKINS OIL CO., OF JACKSONVILLE, N.C.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	KEROSENE				
		EST.YR.REQ.			
5.	Midway Park Housing	498,000	gl	.0315	

INFORMATION TO OFFERORS OR QUOTERS

(Section A - Cover Sheet)

SOLICITATION NUMBER M67001-78-B-0019

☒ ADVERTISED *(IFB)* ☐ NEGOTIATED *(RFP)*

☐ NEGOTIATED *(RFQ)*

ISSUING OFFICE *(Complete mailing address including Zip Code)*

PURCHASING & CONTRACTING DIVISION
Bldg. 1211, BMB, MCB
Camp Lejeune, N. C. 28542

ITEM(s) TO BE PURCHASED *(Brief description)*

FUEL HAULING SERVICE

THIS PROCUREMENT IS:

☐ UNRESTRICTED ☒ SET-ASIDE *(This is a 100 % set-aside for ☒ Small Business, ☐ Labor Surplus Area Concerns or ☐ Combined Small Business/Labor Surplus Area Concerns.) (See Section C of the Table of Contents in this solicitation for details of the set-aside.)*

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the paragraph of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

ADDITIONAL INFORMATION

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

NAME AND ADDRESS	TELEPHONE *(Area Code, No. & Ext.)*	NO COLLECT CALLS

NO RESPONSE FOR REASONS CHECKED M67001-78-B-0019

	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED

NAME AND ADDRESS OF FIRM *(Include Zip Code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX STAMP HERE

TO: PURCHASING & CONTRACTING DIVISION
Bldg. 1211, BMB, MCB
Camp Lejeune, N. C. 28542

SOLICITATION NO. M67001-78-B-0019

DATE AND LOCAL TIME 17 JULY 1[illegible] 10:00 AM

STANDARD FORM 33, NOV. 1969
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

SOLICITATION, OFFER, "J" AND AWARD

3. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1.
RATING:

4. PAGE 1 OF 27

1. CONTRACT (Proc. Inst. Ident.) NO.

2. SOLICITATION NO. M67001-78-B-0019
☒ ADVERTISED (IFB) ☐ NEGOTIATED (RFP)

5. DATE ISSUED 78 Jun 07

6. REQUISITION/PURCHASE REQUEST NO.

7. ISSUED BY CODE
Purchasing & Contracting Division
Bldg 1211, Marine Corps Base
Camp Lejeune, NC 28542

8. ADDRESS OFFER TO (If other than Block 7)

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITARY LOCATED IN Room 4, Bldg. 1211, MCB until 10:00 AM 17 July 1978 (Time, Zone, and Date). If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:
1. The attached Solicitation Instructions and Conditions, SF 33-A.
2. The General Provisions, SF 32 Jun 69 edition, which is attached or incorporated herein by reference.
3. The Schedule included below and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): CAPTAIN W.A. TWEED TELE: 919-451-5023

TABLE OF CONTENTS
THE FOLLOWING CHECKED SECTIONS ARE CONTAINED IN THE CONTRACT

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 on SF 33-A)
_____ % 10 CALENDAR DAYS; _____ % 20 CALENDAR DAYS; _____ % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS (Street, city, county, state, & ZIP Code) CODE _____ FACILITY CODE _____
Area Code and Telephone No.:
☐ Check If Remittance Address Is Different From Above - Enter Such Address In Schedule.

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

19. SIGNATURE

20. OFFER DATE

AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

25. NEGOTIATED PURSUANT TO ☐ 10 U.S.C. 2304(a)( ) ☐ 41 U.S.C. 252(c)( )

26. ADMINISTERED BY (If other than block 7) CODE

27. PAYMENT WILL BE MADE BY CODE

28. NAME OF CONTRACTING OFFICER (Type or Print)

29. UNITED STATES OF AMERICA
BY: _____
(Signature of Contracting Officer)

30. AWARD DATE

33-128 Award will be made on this form, or on Standard Form 26, or by other official written notice. S/N 0109-200-3104

SECTION B "J" **REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS** M67001-78-B-0019

The Offeror represents and certifies as part of his offer that: *(Check or complete all applicable boxes or blocks.)*

1. SMALL BUSINESS *(See par. 14 on SF 33-A.)*
He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER *(Applicable only to supply contracts exceeding $10,000)*
He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

3. CONTINGENT FEE *(See par. 15 on SF 33-A.)*
(a) He ☐ has, ☐ has not, employed or retained any company or person *(other than a full-time, bona fide employee working solely for the offeror)* to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person *(other than a full-time bona fide employee working solely for the offeror)* any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. *(For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)*

4. TYPE OF BUSINESS ORGANIZATION
He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State of _____

5. AFFILIATION AND IDENTIFYING DATA *(Applicable only to advertised solicitations.)*
Each offeror shall complete (a) and (b) if applicable, and (c) below:
(a) He ☐ is, ☐ is not, owned or controlled by a parent company. *(See par. 16 on SF 33-A.)*
(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address _____
(include ZIP Code) _____

(c) Employer's identification number *(See par. 17 on SF 33-A.)* _____ *(Offeror's E.I. No.)* _____ *(Parent Company's E.I. No.)*

6. EQUAL OPPORTUNITY
He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)*

7. BUY AMERICAN CERTIFICATE
The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the *clause* entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION *(See par. 18 on SF 33-A.)* * AMENDED - SEE PAGE 8B
(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
(b) Each person signing this offer certifies that:
(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or
(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)
By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods)
Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities
A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:				

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR				
	- - -CONTINUED- - -				
B-10	AFFIRMATIVE ACTION PROGRAM (1973) ASPR 7-2003.14(b)(2):				
	(The following representation shall be completed by each offeror whose offer is $50,000 or more and who has 50 employees or more) The Offeror represents that he [ ] has, [ ] has not, developed and maintained at each of his establishments Equal Opportunity Affirmative Action Programs, pursuant to 41 CFR 60.2.				
B-11	EQUAL EMPLOYMENT COMPLIANCE (1974 APR) ASPR 7-2003.14(b)(3):				
	By submission of this offer, the offeror represents that, to the best of his knowledge and belief, except as noted below, up to the date of this offer no written notice such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies, has been received by the offeror from any Federal Government agency or representative thereof that the offeror or any of its divisions or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status or circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer will be notified promptly.				
B-12	PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (1976 JUL) ASPR 7-2003.13:				
	This procurement is not set aside for labor surplus area concerns. However, the offeror's status as such a concern may affect entitlement to award in case of tie offers or offer evaluation in accordance with the Buy American clause of this solicitation. In order to have his entitlement to a preference determined if those circumstances should apply, the offeror must:				
	(i) furnish with his offer, evidence that he or his first-tier subcontractor is a certified-eligible concern with a first preference in accordance with 29 CFR 8.7(b) and 8.9(c) or a certified-eligible concern with a second preference in accordance with 29 CFR 8.7(c) and 8.9(d), and identify below the address at which the costs he will incur on account of manufacturing or production (by himself if a certified concern or by certified concerns acting as first-tier subcontractors) amount to more than twenty-five percent (25%) of the contract price, or				
	(ii) identify below the persistent or substantial labor surplus area in which the costs he will incur on account of manufacturing or production (by himself or his first-tier subcontractors) amount to more than fifty percent (50%) of the contract price. (If the offeror proposes to qualify as a persistent or substantial labor surplus area concern by including costs to be incurred by a certified concern not located in a labor surplus area, evidence of such certification must be furnished).				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - CONTINUED				

Failure to furnish evidence of certification by the Secretary of Labor if applicable, and to identify the locations as specified above will preclude consideration of the offeror as a labor surplus area concern. Offeror agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails.

B-13 CLEAN AIR AND WATER CERTIFICATION (1975 OCT) ASPR 7-103.29:

The bidder or offeror certifies as follows:

(i) any facility to be utilized in the performance of this proposal contract has--( ), has not--( ), been listed on the Environmental Protection Agency List of Violating Facilities;

(ii) he will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(iii) he will include substantially this solicitation certification, including this paragraph (iii), in every nonexempt subcontract.

B-14 EMPLOYMENT OF THE HANDICAPPED (1975 OCT):

PART A

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that, if a handicapped individual files a complaint with the Contractor that he is not complying with the requirements of the Act, he will (i) investigate the complaint and take appropriate action consistent with the requirements of 20 CFR 741.29 and (ii) maintain on file for three years, the record regarding the complaint and the actions taken.

(c) The Contractor agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirements of the Act, (i) he will cooperate with the Department in its investigation of the complaint, and (ii) he will provide all pertinent information regarding his employment practices with respect to the handicapped.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - CONTINUED				

(d) The Contractor agrees to comply with the rules and regulations of the Secretary of Labor in 20 CFR Ch. VI, Part 741.

(e) In the event of the Contractor's noncompliance with the requirements of this clause, the contract may be terminated or suspended in whole or in part.

(f) This clause shall be included in all subcontracts over $2,500.

PART B

(g) The Contractor agrees (i) to establish an affirmative action program, including appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, which will provide the affirmative action regarding the employment and advancement of the handicapped required by Public Law 93-112, (ii) to publish the program in his employees' or personnel handbook or otherwise distribute a copy to all personnel, (iii) to review his program on or before March 31 of each year and to make such changes as may be appropriate, and (iv) to designate one of his principal officials to be responsible for the establishment and operation of the program.

(h) The Contractor agrees to permit the examination, by appropriate contracting agency officials or the Assistant Secretary of Labor for Employement Standards (hereinafter referred to as the "Assistant Secretary") or his designee, of pertinent books, documents, papers and records concerning his employment and advancement of the handicapped.

(i) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary, provided by the Contracting Officer, stating the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and rights and remedies available.

(j) The Contractor will notify each labor union or representative or workers with whom he has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART C

(k) The Contractor agrees to submit a copy of his affirmative action program to the Assistant Secretary within ninety (90) days after the award to him of a contract or subcontract.

(l) The Contractor agrees to submit a summary report to the Assistant Secretary by March 31 of each year during performance of the contract, and by March 31 of the year following completion of the contract, in the form prescribed by the Assistant Secretary, covering employment and complaint experience, accommodations made, and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - CONTINUED				
B-15	MINORITY BUSINESS ENTERPRISE (1976 OCT) ASPR 7-2003.74:				
	The offeror represents that he ( ) is, ( ) is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least fifty percent (50%) of which is owned by minority group members or, in case of publicly owned businesses, at least fifty-one percent (51%) of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American Indians, American Eskimos, and American-Aleuts.				

"J" **SOLICITATION INSTRUCTIONS AND CONDITIONS**

SECTION C - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS:

1. DEFINITIONS.
As used herein:
(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.
(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.
(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)
(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

***7. MODIFICATION OR WITHDRAWAL OF OFFERS.**
(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)
(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

***8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)
(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.
(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.
(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

** (b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

* AMENDED - SEE PAGE 8A

**AMENDED - SEE PAGE 8B

acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

****18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)(1), (a)(3), or (b) of the certification has been deleted or modified. Where (a)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

***19. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

* AMENDED - SEE PAGE 8A

** AMENDED - SEE PAGE 8B

SECTION C - CONTINUED "J"

The following provisions "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS (1977 APR) is to be substituted for paragraphs 7 and 8 and "ORDER OF PRECEDENCE" (1973 APR) is to be substituted for paragraph 19 of Standard form 33A hereof:

LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS (1977 APR)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either: (i) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or, (ii) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation. (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids. (c) The only acceptable evidence to establish: (i) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term, "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.) (ii) The time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation. (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. NOTE: The term "telegram" includes mailgrams.

ORDER OF PRECEDENCE (1973 APR)

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the Specifications); (b) Terms and Conditions of the solicitation, if any; (c) General Provisions; (d) Other provisions of the contract, when attached or incorporated by reference; and (e) The Specifications.

SECTION C - CONTINUED "J"

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (1975 OCT) ASPR 7-2003.1

(a) By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) the prices in this bid or proposal have been arrived at independently, without consultation, comminication. or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or offeror or with any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor: and

(3) no attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that;

(1) he is the person in the bidder's or offeror organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2)(a) he is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated. and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify: and (b) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

(c) This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a)(1), (a)(3), or (b) above has been deleted or modified. Where (a)(2) above has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and unless it is determined that such disclosure was not made for the purpose of restricting competition.

DISCOUNTS (1968 JUN) ASPR 7-103.14

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION C - CONTINUED				
C-20	TELEGRAPHIC BIDS/PROPOSALS:				
	NOTE: TELEGRAPHIC BIDS/PROPOSALS ARE NOT AUTHORIZED.				
C-21	SMALL BUSINESS SIZE STANDARDS:				
	The Contracting Officer has determined that the services described herein is classified under the Standard Industrial Classification Manual Code 4212 and a concern and its affiliates having average annual receipts for the preceding three years not exceeding seven (7) million dollars is classified as a Small Business Concern.				
C-22	AVAILABILITY OF FUNDS (1962 SEP) ASPR 7-104.91(a):				
	Funds are not presently available for this procurement. The Government's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the Contractor.				
C-23	AWARD BY LOT OR ITEM:				
	Award will generally be made to a single offeror on the entire lot. However, the Government reserves the right to award by item when the Contracting Officer determines that it is advantageous to the Government. (See paragraph 10 of the Solicitation Instructions and Conditions SF 33A)				
C-24	SITE VISIT (1969 OCT) ASPR 7-2003.39:				
	Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.				
C-25	SITE VISIT CONTACT:				
	Arrangements/clearance for site inspections shall be made by contacting the following during hours 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays.				

ACTIVITY	NAME OR TITLE	TELEPHONE NO.
Purchasing & Contracting Division Bldg. 1211, MCB Camp Lejeune, N.C. 28542	Mr. J.C. Crumley	919-451-5023

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION C - CONTINUED				
C-26	SERVICE CONTRACT ACT OF 1965 (1977 OCT):				
	SEE ATTACHMENT NO. 3				
C-27	QUALIFICATION OF EMPLOYEES:				
	All employees assigned by the Contractor to the performance of the work under this contract shall be physically able to do their assigned work and shall be free from any communicable disease. Employees shall be capable and experienced in the type of work to be performed under this contract. The Contracting Officer may, in writing, require the Contractor to remove from the work any employees he deems incompetent, or careless, or otherwise objectionable.				
	Personnel operating the fuel vehicles shall be qualified operators possessing such licenses as are required by the applicable State Laws. The Contractor will be responsible for the conduct of his employees while on the Government premises being served. The Contractor shall be responsible for the observance of, and specifically required to observe all laws, ordinances, statutes and regulations pertaining to the hauling of, and dispensing of fuel oil. All personnel shall be required to comply with all regulations and orders, including security regulations and regulations covering motor vehicles and the operation thereof, which are applicable to Base Civilian Employees. The Government will grant to the Contractor and its duly authorized and acceptable agents and employees free ingress to and egress from the premises of the service areas covered herein, for the purpose of performing service incidental to normal contract requirements.				
C-28	MINIMUM WAGE DETERMINATION AND FRINGE BENEFIT SPECIFICATION:				
	Attachment 4 contains the wage determination applicable to this contract as required by the Service Contract Act of 1965.				
	NOTE: It is recommended that prior to submitting any bid, that the prospective bidder contact the Wage and Hour Division of the Department of Labor, 310 New Bern Avenue, Raleigh, North Carolina 27601 to ensure a thorough understanding of the applicable regulations concerning recordkeeping and compensation to employees.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION D - EVALUATION AND AWARD FACTORS				
D-1	EVALUATION OF BIDS FOR MULTIPLE AWARDS (1975 OCT): ASPR 7-2003.23(b):				
	In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards). For the purpose of making this evaluation, it will be assumed that the sum of $100 would be the administrative cost to the Government for issuing and administering each contract awarded under this invitation, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the Government, including such administrative costs.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART II - THE SCHEDULE				
	SECTION E - SUPPLIES/SERVICES AND PRICES				
E-1	SERVICES: Hauling and dispensing of Government-owned fuel oil and kerosene from bulk tanks located in the Hadnot Point Area to Government Housing, within the confines of the Camp Lejeune Complex, including housing at New River Air Station, Courthouse Bay and the Naval Hospital, for the period Ø1 OCTOBER 1978 to 30 SEPTEMBER 1979.				
		EST.YR.REQ.			
	No. 2 Fuel Oil for delivery to:				
1.	Paradise Point Housing, Naval Hospital Housing and Courthouse Bay Housing.	476,650	gl		
2.	Capehart Housing, Marine Corps Base, Camp Lejeune.	602,000	gl		
3.	Tarawa Terrace Housing.	582,950	gl		
4.	Capehart Housing, MCAS (H) New River	270,550	gl		
	Kerosene, for delivery to:				
5.	Midway Park Housing.	498,000	gl		

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION F - DESCRIPTION/SPECIFICATION				
F-1	SCOPE OF CONTRACT: This is a service contract to effect deliveries of Government-furnished fuel oil and kerosene from Government-owned tanks located in the Hadnot Point area of Marine Corps Base, Camp Lejeune, N. C. 28542, to locations as specified herein during the period of the Contract. Quantities as required and/or specified by the Contracting Officer or one of the Contracting Officer's representatives specified in Section K. Services shall be consistent with the best modern methods and equipment. The peak heating season is from 15 October to 15 March.				
F-2	SITE INFORMATION: Delivery points and capacities of tanks are estimated as follows:				
	1. a. Paradise Point Housing Approx. 160 tanks @ 280 gal. Approx. 227 tanks @ 500 gal.				
	b. Naval Hospital Housing Approx. 21 tanks @ 550 gal. Approx. 3 tanks @ 250 gal.				
	c. Courthouse Bay Housing Approx. 8 tanks @ 500 gal.				
	2. Capehart Housing, MCB, Camp Lejeune, N.C. Approx. 800 tanks @ 280 gal.				
	3. Tarawa Terrace Housing Approx. 850 tanks @ 280 gal. Approx. 200 tanks @ 500 gal.				
	4. Capehart Housing, MCAS(H), New River Approx. 435 tanks @ 280 gal.				
	5. Midway Park Housing Approx. 600 tanks @ 110 gal. Approx. 100 tanks @ 150 gal.				
F-3	DELIVERY TRUCKS: The Contractor is required to provide sufficient standard delivery vehicles to meet the day-to-day requirements for the item or items awarded and provide at least one back-up delivery vehicle to replace any vehicle which might become deadlined. Standard delivery trucks will be provided at the rate of one per 450,000 gallons annual requirement or any fraction thereof. For instance, if a Contractor is awarded three items with a total annual requirement of 1,080,000 gallons three delivery trucks and one back-up truck would be required. Standard delivery trucks will have a capacity of between 1,500 and 3,000 gallons and back-up trucks will have a capacity of between 1,000 and 3,000 gallons. Any truck with over 2,300 gallon capacity must be equipped with two dual-wheeled rear axles. All delivery trucks will be equipped as follows:				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION F - CONTINUED

(a) Each truck will be equipped with a two-way radio so that the Contractor may communicate with the delivery trucks at any time while in operation.

(b) Each truck will carry safety equipment as specified by the Occupational Safety and Health Act (OSHA), and as required by regulations issued by the Federal Department of Transportation.

(c) Each truck will be equipped with a 24" automatic shut-off nozzle.

(d) Each truck will be equipped with one meter per delivery hose. Each meter will have a cumulative counter type ticket imprinter capable of imprinting delivery tickets with:

(1) The beginning reading from a non-resettable cumulative register.

(2) A consecutive sequence number which is changed each time a new ticket is inserted.

(3) A code identifying the meter imprinting the ticket, commonly called a product identifier. This is normally an alphabetic character printed with the meter sequence number.

NOTE: Prospective bidders are advised that many tanks are in excess of 100 feet from roadways and that trucks are not permitted on grassed/lawn areas. Trucks may only be operated on established roads, driveways and service roads within assigned areas. Attention is invited to paragraph J-3 concerning damage to Government buildings, equipment and property.

F-4 DEFINITION OF TERMS:

(a) Routine Filling - The tank refilling performed by the Contractor during the normal working hours established herein while pursuing the normal route established by the Contractor.

(b) Emergency "Out of Oil" Calls - Calls placed by the Contracting Officer or any of his authorized representatives for emergency refilling of a tank with insufficient fuel to allow for operation of the heater. Prior to placing any call to the Contractor, it is mandatory that a representative of the Base Maintenance Division examine the heaters to insure the failure is not caused by mechanical problems.

(c) Bonafide Outage - On an emergency "out of oil" call, when it requires 75% or more of a tanks capacity to fill the tank, the outage will be considered bonafide.

(d) Non-bonafide Outage - Any response to an emergency "out of oil" call, which does not require at least 75% of a fuel tank's capacity to fill the tank, will be considered a non-bonafide outage.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION F - CONTINUED				
F-5	REQUIREMENT FOR FILLING TANKS:				

(a) During routine filling or when responding to emergency "out of oil" calls, the Contractor will fill each tank to its maximum capacity, being careful to avoid spills and adhering to the requirements of the Federal Water Pollution Control Act of 1948 as amended (See J-4). The Contractor will properly secure the fill cap upon completion.

(b) The Contractor will furnish all labor and equipment to make deliveries to the tanks shown in F-1 preceeding. The Contractor shall be responsible for keeping all tanks supplied at all times. At no time shall a tank fall below 25% of its capacity. In the event the Government is required to place an emergency "out of oil" call to the Contractor, liquidated damages in the amount of $20.00 per bonafide outage may be assessed by the Contracting Officer. If the Contractor responds to an emergency "out of oil" call and it is determined that it is a non-bonafide outage, a fee of $20.00 will be added to the Contractor's invoice. On the next working day after an emergency "out of oil" call, the Quarters and Housing Officer will be required to measure 25% of the tanks filled in response to an emergency "out of oil" call where a non-bonafide outage charge is applicable. Any tank so measured which indicates that it has not been filled will result in denial of the non-bonafide outage charge against the Government and will result in assessment of the bonafide outage charge. The Contractor will respond to emergency out-of-oil calls within three hours of notification.

(c) Government tanks are certified to accept a maximum delivery rate of 50 GPM. Whenever a tank is found that will not accept this rate, it will be handled as follows:

(1) The Contractor will fill the tank using a slower delivery rate, and

(2) The Contractor will report the tank to the Director of Quarters and Housing in writing with a copy to the Contracting Officer. A recommended format is contained in attachment (5). The Director of Quarters and Housing will take immediate action to correct the problem and will notify the Contractor in writing when the situation has been corrected.

(3) Until such time as the Contractor is informed that the problem has been corrected, the Contractor will not be required to perform routine or emergency filling of the reported tank.

(d) Tanks shall be topped-off by 31 May and only emergency "out of oil" deliveries will be made from that time until 1 October. The Contractor will annotate the delivery ticket for the final delivery with the words "topped-off" to indicate the completion of this action. The Director of Quarters and Housing will inspect 25% of all tanks to insure compliance. This inspection will be performed within 10 days of the date on the delivery ticket and performance will be considered satisfactory if the tank is filled to 90% or more of its capacity. During the period 1 June to 1 November, no bonafide outage damages will be assessed. Non-bonafide outage fees will be provided during the period when warranted.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION F - CONTINUED				
F-6	Receipt of Government-Furnished Fuel: The Contractor will draw fuel only from the Bulk Fuel Farm located in the Hadnot Point area of Camp Lejeune. The facilities for withdrawing fuel for routine filling will be available Monday through Saturday between the hours of 7:00 A.M. and 8:30 P.M. The Contractor will be able to draw fuel for emergency "out of oil" deliveries at any time. The Government will provide a loading stand with automatic shut-off nozzles with delivery rates of at least 100 GPM. The Government assures the accuracy of bulk metering gauges to a tolerance of ± 3/4 of 1%. The Government shall restore to an accurate condition any bulk storage tank meter found to be inaccurate, or shall replace it with an accurate meter provided the Contractor is not found responsible for such condition. The Contractor is responsible for all Government-furnished fuel provided under this Contract from the time the fuel is received until the time it is delivered, as evidenced by the delivery tickets furnished. The Contracting Officers representative will reconcile delivery tickets and withdrawal tickets on a monthly basis and furnish the Contracting Officer and the Contractor with a letter stating the results of this reconciliation. The letter will certify that the deliveries are within the ± 3/4 of 1% tolerance permitted in the Contract, or will state the total amount of the shortage where the allowable tolerance is exceeded. In the latter case, the Contractor will be required to replace the entire shortage on a gallon for gallon basis with like fuel within five days of notification by delivery to the next quarters on his scheduled route.				
F-7	Calibration of Contractor Delivery Meters: The Contractor will insure that the meters on the delivery trucks are calibrated by the North Carolina Department of Agriculture during the first week of September and February. Upon the completion of calibration, the Contractor will provide the Contracting Officer with a copy of the certification for each meter. The cost of calibration will be borne by the Contractor. A tolerance of ± 3/4 of 1% will be permitted for the purposes of administering the Contract. At any time the Government may require a special meter test and if such test discloses that the meter is registering properly within the prescribed tolerances, the Government will bear the expense of the test.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION F - CONTINUED				
F-8	Withdrawal and Delivery Tickets - The Contractor will furnish serialized delivery tickets for use during the performance of the Contract. Each delivery ticket will show a beginning and ending reading which has been meter imprinted, the gallons delivered (See F-3d), and the address of the delivery. The Government will provide the Contractor with a withdrawal ticket (Base Form P-MCBCL 1215) for all withdrawal from the Bulk Fuel Farm showing the number of gallons withdrawn and the date of the withdrawal. The withdrawal ticket will be inserted into the meter of the delivery truck and imprinted, (1) to show the delivery truck receiving the fuel, (2) to establish the beginning meter sequence number, and (3) to establish the cumulative gallonage reading. The Contracting Officer's representative will use this information to reconcile the delivery tickets provided to determine that all fuel received was in fact delivered. The ticket will be signed by the Contractor's employee and then furnished to the Quarters and Housing Officer with copies of withdrawal tickets and delivery tickets on a daily basis by 11:30 A.M. on the next working day following the withdrawal/deliveries. The delivery tickets will be provided in an unbroken sequence each day. A copy of each voided/cancelled ticket will be included when required to maintain the sequence.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION H - DELIVERIES OR PERFORMANCE				
H-1	REQUIREMENTS (1966 OCT) ASPR 7-1102.2 :				

(a) This is a requirements contract for the supplies or services specified in the Schedule, and for the period set forth herein. Delivery of supplies or performance of services shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of supplies or services specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided herein, in the event the Government's requirements for supplies or services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" or "maximum" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.

(b) Except as otherwise provided in this contract, the Government shall order from the Contractor all the supplies or services set forth in the Schedule which are required to be purchased by the Government activity identified in the "Ordering" clause.

(c) The Government shall not be required to purchase from the Contractor, requirements in excess of the limit on total orders under this contract, if any.

(d) Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor and the Government respecting those orders shall be governed by the terms of this contract to the extent as if completed during the effective period of this contract, provided that the contractor shall not be required to make any deliveries under this contract after 30 September 1979.

(e) If delivery of any quantity of an item covered by the Contract is required by reason of urgency prior to the earliest date that delivery may be specified under this contract and if the Contractor will not accept an order providing for the accelerated delivery, the Government may procure this requirement from another source.

(f) The Government may issue orders which provide for delivery to or performance at multiple destinations.

(g) Subject to any limitations elsewhere in this contract, the Contractor shall furnish to the Government all supplies and services set forth in the Schedule which are called for by delivery orders issued in accordance with the "Ordering" clause of this contract.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION H - CONTINUED				
H-2	ORDERING (1968 JUN) ASPR 7-1101:				
	(a) Supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by the Quarters and Housing Officer. Orders may be issued under this contract from Ø1 October 1978 through 30 September 1979.				
	(b) All delivery orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any delivery order.				
	(c) When mailed, a delivery order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail.				
H-3	CONTRACTOR'S OFFICE AND REPRESENTATIVES:				
	The Contractor shall maintain an office with a listed telephone manned during normal working hours, ie 8:00 AM to 5:00 PM Monday through Friday, to accept collect calls to receive and adjust complaints. A representative on the job will be responsible for on the job operations. The Contractor will ensure that the Contracting Office and his representatives are provided with telephone numbers and point of contact for placing emergency "out of oil" calls at any time other than normal working hours.				
H-4	TIME AND PLACE OF PERFORMANCE:				
	Deliveries will be made as specified in Section F.				
H-5	ORDER OF PRECEDENCE FOR ORDERS:				
	All delivery orders issued are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any delivery order.				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION I - INSPECTION AND ACCEPTANCE				
I-1	INSPECTION AND ACCEPTANCE: All services performed under this contract must be satisfactory to the Director of Quarters and Housing and the Contracting Officer.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION J - SPECIAL PROVISIONS

J-1 OPTION TO EXTEND THE TERM OF THE CONTRACT - ASPR 7-104.27(c):

This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor within the period specified in the Schedule; provided, that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least sixty (60) days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the Government to renewals.) If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provisions. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

J-2 FAIR LABOR STANDARDS ACT (FLSA) AMENDMENT (1974 MAY):

Notwithstanding any other provision of this contract minimum wage payment shall be as specified by P.L. 93-259 or the Service Contract Act Wage Determination, if any, whichever is greater.

J-3 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (1968 FEB) ASPR 7-104.63:

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to do so and damages any such buildings, equipment, or vegetation, he shall replace or repair the damage at no expense to the Government as directed by the Contracting Officer. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

J-4 CLEAN AIR AND WATER (1975 OCT) 7-103.29:

(a) The Contractor agrees as follows:

(i) to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract;

(ii) that no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing;

(iii) to use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed; and

(iv) to insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (iv).

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION J - CONTINUED				

(b) The terms used in this clause have the following meanings.

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under,or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor, subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are colocated in one geographical area.

(7) The term "nonexempt contract or subcontract" means a contract or subcontract of more than $100,000. which is not otherwise exempted pursuant to the EPA regulations implementing the Air Act and Water Act (40 CFR 15.5), as further implemented in ASPR 1-2302.4 or in FPR 1-1.2302-4 (whichever is applicable) and the procedures of the Department awarding the contract.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION J - CONTINUED

J-5 REQUIRED INSURANCE (1977 JAN) ASPR 7-603.10:

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

AUTOMOTIVE VEHICLE (NC STATE MINIMUM $15,000; $30,000; $5,000)

WORKMENS' COMPENSATION (NC STATE MINIMUM)

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

J-6 SPILL PROVISION IN REGARD TO OIL SPILLS:

The problem of oil spills polluting the waters in and around Camp Lejeune constitutes a serious environmental problem. The problem can only be allieviated by the exercise of care by all personnel, both Government and Contractor, handling oil on the base.

In addition to the requirements of J-3 "Protection of Government Buildings, Equipment, and Vegetation" and J-4 "Clean Air and Water", the Contractor shall comply with the following requirements in the performance of this contract:

(1) report all spills of a gallon or over immediately upon occurrence to the Base Fire Department (Ext. 3333)
(2) report all spills, regardless of quantity, immediately upon occurrence to the Base Fire Department where the oil is either introduced into the storm sewer system, a tributary, stream or drainage ditch emptying into New River, or the oil has a reasonable chance of reaching navigable waters.
(3) make a written notation of all spills (approximate quantity) regardless of quantity on the delivery ticket.
(4) take immediate action to clean up all spills and return the premises and/or environment to its prior condition. In the event that the Contractor does not commence action to clean up a spill, regardless of quantity, within two hours of its occurrence, the Government shall have the right to undertake the cleanup and restoration itself, and the Contractor shall be liable for such cost to the Government which shall be calculated in accordance with the following rates established in the Navy Comptroller Manual 035880:

Actual labor expense plus 30%

Actual material expense plus 20%

(5) When the spill is of such a nature as to endanger facilities, property, or enter

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
J-6	SPILL PROVISION IN REGARD TO OIL SPILLS: (continued)				

navigable water, the Government shall also have the right to take action to reduce the spread of the spill. The Contractor in such case shall continue to be responsible for the performance of cleanup and restoration. It shall also be liable for the cost of the containment as calculated in paragraph (4) above.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION K - CONTRACT ADMINISTRATION DATA				
K-1	ACCOUNTING AND APPROPRIATION DATA:				
	To be added by Modification.				
K-2	AUTHORIZED REPRESENTATIVES:				
	The below listed personnel are hereby designated as technical representatives of the Contracting Officer for the purpose of administering this agreement and placing orders.				
	(1) The Base Maintenance Officer or his authorized representative with respect to the Ordering of Emergency Services and Surveillance.				
	(2) The Director of Quarters and Housing or his authorized representative on items 1 through 5 in section E with respect to certification of invoices and verification of services.				
K-3	CONTRACT ADMINISTRATION:				
	All contract administration functions involving the performance of the Contractor will be performed by the Director of Quarters and Housing. Specific functions to be performed include:				
	1. Issue delivery orders to the Contractor.				
	2. Verify the performance of services in accordance with the terms of this contract.				
	3. Reconciliation of delivery tickets with withdrawal tickets.				
	4. Certify invoices for payment.				
	The Contracting Officer retains responsibility for administering all other functions, such as Government performance and contract modification. The Director of Quarters and Housing has no authority to make any changes in the scope of the contract.				
K-4	BUYER AND CONTRACT ADMINISTRATOR IDENTITY:				
	Correspondence or inquiries relative to this Invitation to Bid and any resultant contract(s) shall be addressed to the attention of Mr. J. C. Crumley (Buyer); Mr. Cole (Administrator), Purchasing and Contracting Division, Bldg. 1211, MCB, Camp Lejeune, N. C. 28542; Telephone No. AC 919-451-5023/2332. COLLECT CALLS WILL NOT BE ACCEPTED.				
K-5	INVOICES:				
	The Contractor will submit invoices (in sextuplicate) on a weekly basis, to the Director of Quarters and Housing, Building #TT-43, Camp Lejeune, N.C. 28542. The invoice will show the serial numbers of the delivery tickets included in the invoice, broken down by housing areas, the total gallons delivered and a listing of bonafide and non-bonafide outages showing the date the call was received, the address of the delivery, the capacity of the tank, and the gallons delivered.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION L - GENERAL PROVISIONS				
L-1	INCORPORATION BY REFERENCE:				
	The indicated clauses contained in Attachments #1 and #2 are hereby incorporated in this contract by reference with the same force and effect as if set forth in full.				
L-2	ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL (1974 MAR):				
	(a) If at any time during the performance of this contract there is an increase or decrease in the rates of pay for labor (including fringe benefits) or unit prices for materials set forth in the Schedule, the Contractor shall notify the Contracting Officer thereof within sixty (60) days of such increase or decrease or within such further period as may be approved in writing by the Contracting Officer, but in any event not later than final payment under the contract. Such notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated in accordance with paragraph (b) below and shall be accompanied by data, in such form as the Contracting Officer may require, including (i) the causes, (ii) the effective date, and (iii) the amount, both of the increase or decrease and of the Contractor's proposal for price adjustment.				
	(b) Promptly upon receipt of any notice and data described in (a) above, the Contractor and the Contracting Officer shall negotiate a price adjustment, and the effective date thereof, in the contract unit prices. Such adjustments will be limited to the amount of increase or decrease in the labor rates (including fringe benefits) or unit price of materials, as identified in the Schedule; provided, however, that such negotiations may be postponed by the Contracting Officer until an accumulation of such increases and decreases results in an adjustment allowable under paragraph (c)(v) of this clause. The price adjustment, and the effective date thereof, shall be set forth in an amendment to this contract. Such amendment shall also revise the rates of pay for labor (including fringe benefits) or unit prices for materials set forth in the Schedule to reflect the increase or decrease therein. Pending agreement on, or determination of, any such adjustment and its effective date, the Contractor shall continue performance.				
	(c) Notwithstanding any other provision of this clause, any price adjustments under this clause shall be subject to the following limitations:				
	(i) There shall be no adjustment for supplies or services whose production cost is not affected by a change in the rates of pay for labor (including fringe benefits) or unit prices for materials set forth in the Schedule.				
	(ii) There shall be no adjustment other than for increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices of materials set forth in the Schedule.				
	(iii) There shall be no adjustment for any increase or decrease in the quantities of labor or materials set forth in the Schedule for each item to be delivered hereunder.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION L - CONTINUED

(iv) No upward adjustment shall apply to supplies or services which are required to be delivered or performed prior to the effective date of the adjustment unless the Contractor's failure to deliver or perform in accordance with the delivery schedules results from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause of this contract entitled "Default", in which case the contract shall be amended to make an equitable extension of the delivery or performance schedule.

(v) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for materials which would not result in a net change of at least three percent (3%) of the then current total contract price; and except that, after delivery of the last unit called for by this contract, if either party requests an adjustment pursuant to (b) above, this limitation shall not apply.

(vi) The aggregate of the increases in any contract unit price (or labor rate) made under this clause shall not exceed ten percent (10%) of the original unit price (or labor rate). There is no percentage limitation on the amount of decrease made under this clause.

(d) The final invoice submitted under this contract shall include a certification that the Contractor has not experienced a decrease in rates of pay for labor (including fringe benefits) or unit prices for materials set forth in the Schedule or that he has given notice of all such decreases in compliance with (a) above.

(e) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and materials during all reasonable times until the expiration of three (3) years from the date of final payment under this contract or for the time periods specified in Appendix M of the Armed Services Procurement Regulation, whichever expires earlier.

SECTION M - LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT #1 - REQUIRED CLAUSES FOR FIXED-PRICE SUPPLY/SERVICE CONTRACTS

ATTACHMENT #2 - CLAUSES TO BE USED WHEN APPLICABLE FOR FIXED-PRICE SUPPLY/SERVICE CONTRACTS

ATTACHMENT #3 - SERVICE CONTRACT ACT OF 1965 (1977 OCT)

ATTACHMENT #4 - MINIMUM WAGE DETERMINATION AND FRINGE BENEFIT SPECIFICATIONS

ATTACHMENT #5 - RECOMMENDED REPORT FORMAT FOR PROBLEM TANKS

SECTION L: GENERAL PROVISIONS

ATTACHMENT NO. I
NOV 1977/11
M67001-78-B-0019

REQUIRED CLAUSES FOR FIXED-PRICE SUPPLY/SERVICE CONTRACTS

INCORPORATION OF CLAUSES BY REFERENCE:
The below checked clauses from SECTION VII of the Armed Services Procurement Regulation are hereby incorporated in this document by reference with the same force and effect as if set forth in full.

The complete text of these clauses may be requested from Purchasing and Contracting Division, Bldg. 1211, Marine Corps Base, Camp Lejeune, N. C. 28542.

	ASPR REF. NO:	CLAUSE TITLE	CLAUSE DATE
(X)	7-103.1	Definitions	1962 FEB
( )	7-103.2	Changes (Supply)	1958 JAN
(X)	7-1902.2	Changes (Service)	1971 NOV
(X)	7-103.3	Extras	1949 JUL
( )	7-103.5(a)	Inspection (Supply)	1958 MAY
(X)	7-1902.4	Inspection (Service)	1971 NOV
(X)	7-103.6	Title and Risk of Loss	1968 JUN
(X)	7-103.7	Payments	1958 JAN
(X)	7-103.8	Assignment of Claims	1962 FEB
(X)	7-103.9	Additional Bond Security	1949 JUL
( )	7-103.10(a)	Federal, State, and Local Taxes	1971 NOV
( )	7-103.10(b)	Federal, State, and Local Taxes	1960 JUL
( )	7-103.10(c)	Taxes	1963 NOV
( )	7-103.10(d)	Taxes, Duties and Charges for Doing Business	1977 JAN
(X)	7-103.11	Default	1969 AUG
(X)	7-103.12(a)	Disputes	1958 JAN
(X)	7-103.13(a)	Renegotiation	1959 OCT
( )	7-103.14	Discounts (Supply)	1968 JUN
(X)	7-1902.11	Discounts (Service)	1971 NOV
(X)	7-103.15	Rhodesia and Certain Communist Areas	1974 NOV
(X)	7-103.16	Contract Work Hours and Safety Standards Act - Overtime Compensation	1971 NOV
(X)	7-103.17	Walsh-Healey Public Contracts Act	1958 JAN
(X)	7-103.18(a)	Equal Opportunity Clause	1976 JUL
(X)	7-103.19	Officials Not to Benefit	1949 JUL
(X)	7-103.20	Covenant Against Contingent Fees	1958 JAN
( )	7-103.21(b)	Termination for Convenience of the Government-(Supply)	1974 OCT
(X)	7-1902.16	Termination for Convenience of the Government-(Service)	1968 FEB
(X)	7-103.22	Authorization and Consent	1964 MAR
(X)	7-103.23	Notice and Assistance Regarding Patent-Infringement	1965 JAN
(X)	7-103.24	Responsibility for Inspection	1968 SEP
(X)	7-103.25	Commercial Bills of Lading Covering Shipments-Under F.O.B. Origin Contracts	1969 DEC
(X)	7-103.26	Pricing of Adjustments	1970 JUL
(X)	7-103.27	Listing of Employment Openings	1975 JUN
(X)	7-103.28	Affirmative Action for Handicapped Workers	1976 MAY
(X)	7-103.29	Clean Air and Water	1975 OCT

CLAUSES TO BE USED WHEN APPLICABLE FOR FIXED-PRICE SUPPLY/SERVICE CONTRACTS

INCORPORATION OF CLAUSES BY REFERENCE:
The below checked clauses from SECTION VII of the Armed Services Procurement Regulation are hereby incorporated in this document by reference with the same force and effect as if set forth in full.

The complete text of these clauses may be requested from Purchasing and Contracting Division, Building #1211, Marine Corps Base, Camp Lejeune, N. C. 28542.

	ASPR REF. NO.	CLAUSE TITLE	CLAUSE DATE
[ ]	7-104.2(a)	Workman's Compensation Insurance (Base Defense Act)	1960 JAN
[ ]	7-104.3	Buy American Act	1964 MAY
[X]	7-104.4	Notice to the Government of Labor Disputes	1958 SEP
[ ]	7-104.5(a)	Patent Indemnity	1975 JUN
[ ]	7-104.5(b)	Waiver of Indemnity	1955 JAN
[ ]	7-104.6	Filing of Patent Applications	1969 DEC
[ ]	7-104.7	Contract Schedule Subline Items Not Separately Priced	1970 NOV
[ ]	7-104.8(a)	Reporting of Royalties	1966 OCT
[ ]	7-104.8(b)	Refund of Royalties	1968 FEB
[ ]	7-104.9(a)	Rights in Technical Data and Computer Software	1977 APR
[ ]	7-104.9(b)	Notice of Certain Limited Rights	1977 APR
[ ]	7-104.9(c)	Rights in Technical Data-Specific Acquisition	1974 NOV
[ ]	7-104.9(d)	Deferred Delivery of Technical Data	1974 NOV
[ ]	7-104.9(e)	Rights in Data-Special Works	1966 OCT
[ ]	7-104.9(f)	Rights in Data-Existing Works	1974 APR
[ ]	7-104.9(g)	Rights in Technical Data (Foreign)	1975 JUN
[ ]	7-104.9(h)	Technical Data-Withholding of Payment	1976 JUL
[ ]	7-104.9(i)	Publication for Sale	1976 JUL
[ ]	7-104.9(k)	Rights in Technical Data-Major System & Subsystem Contracts	1971 NOV
[ ]	7-104.9(l)	Identification of Technical Data	1975 MAR
[ ]	7-104.9(m)	Deferred Ordering of Technical Data	1974 NOV
[ ]	7-104.9(n)	Data Requirements	1972 APR
[ ]	7-104.9(o)(1)	Warranty of Technical Data	1974 NOV
[ ]	7-104.9(o)(2)	Warranty of Technical Data	1974 NOV
[ ]	7-104.12	Military Security Requirements	1971 APR
[ ]	7-104.13	Preference for Certain Domestic Commodities	1967 SEP
[ ]	7-104.14(a)	Utilization of Small Business Concerns	1958 JAN
[ ]	7-104.14(b)	Small Business Subcontracting Program	1975 OCT
[X]	7-104.15	Examination of Records by Comptroller General	1975 JUN
[ ]	7-104.16	Gratuities	1952 MAR
[X]	7-104.17	Convict Labor	1975 OCT
[X]	7-104.20(a)	Utilization of Labor Surplus Area Concerns	1970 JUN
[ ]	7-104.20(b)	Labor Surplus Area Subcontracting Program	1970 JUN
[ ]	7-104.21	Limitation of Withholding of Payments	1958 SEP
[ ]	7-104.22	Equal Opportunity Pre-Award Clearance of Subcontracts	1971 OCT

	ASPR REF. NO.	CLAUSE TITLE	CLAUSE DATE
[X]	7-104.23(a)	Subcontracts	1977 APR
[ ]	7-104.23(b)	Subcontracts	1977 APR
[ ]	7-104.24(a)	Government Property	1968 SEP
[ ]	7-104.24(c)	"Risk of Loss"	1968 SEP
[ ]	7-104.24(d)	"Title"	1968 SEP
[ ]	7-104.24(e)	Government Property Furnished "AS IS"	1965 APR
[ ]	7-104.24(f)	Government-Furnished Property (Short Form)	1964 NOV
[ ]	7-104.24(g)	Property Records	1967 AUG
[ ]	7-104.25	Special Tooling	1967 OCT
[ ]	7-104.26	Special Test Equipment	1973 APR
[ ]	7-104.27(a)	Option for Increased Quantity	undated
[ ]	7-104.27(b)	Option for Increased Quantity	undated
[ ]	7-104.27(c)	Option to Extend the Term of the Contract	undated
[ ]	7-104.28	Quality Program	1967 AUG
[ ]	7-104.29(a)	Price Reduction for Defective Cost or Pricing Data	1970 JAN
[ ]	7-104.29(b)	Price Reduction for Defective Cost or Pricing Data - Price Adjustments	1970 JAN
[ ]	7-104.30	Humane Slaughter of Livestock	1961 JAN
[ ]	7-104.31(a)	Duty-Free Entry for Certain Specified Items	1971 FEB
[ ]	7-104.31(b)	Notice of Imports - Possible Duty-Free Entry	1971 FEB
[ ]	7-104.32	Duty-Free Entry Canadian Supplies	1977 APR
[ ]	7-104.33	Inspection System	1967 AUG
[ ]	7-104.35(a)	Progress Payments for Other Than Small Business Concerns	1974 APR
[ ]	7-104.35(b)	Progress Payments for Small Business Concerns	1973 SEP
[X]	7-104.36(a)	Utilization of Minority Business Enterprises	1971 NOV
[ ]	7-104.36(b)	Minority Business Enterprises Subcontracting Program	1971 NOV
[ ]	7-104.37	Required Source for Jewel Bearing	1973 NOV
[ ]	7-104.38	Required Source for Miniature & Instrument Ball Bearings	1971 JUL
[ ]	7-104.39	Interest	1972 MAY
[ ]	7-104.40	Competition in Subcontracting	1962 APR
[ ]	7-104.41(a)	Audit by Department of Defense	1975 JUN
[ ]	7-104.42(a)	Subcontractor Cost or Pricing Data	1970 JAN
[X]	7-104.42(b)	Subcontractor Cost or Pricing Data-Price Adjust.	1970 JAN
[ ]	7-104.44(a)	Value Engineering Incentive	1977 SEP
[ ]	7-104.44(b)	Value Engineering Program Requirement	1976 JUL
[ ]	7-104.45(a)	Limitation of Liability	1974 APR
[ ]	7-104.45(b)	Limitation of Liability for Defects-Major Items	1974 APR
[ ]	7-104.47(a)	Limitation of Price and Contractor Obligations	1966 OCT
[ ]	7-104.47(b)	Cancellation of Items	1974 APR
[ ]	7-104.48	New Material	1965 JAN
[ ]	7-104.49	Government Surplus	1965 JAN
[ ]	7-104.50	Management Systems Requirements	1971 NOV
[ ]	7-104.51	Production Progress Report	1971 APR
[ ]	7-104.61	Frequency Authorization	1966 OCT
[ ]	7-104.62	Material Inspection and Receiving Report	1969 DEC

	ASPR REF. NO.	CLAUSE TITLE	CLAUSE DATE
[ ]	7-104.63	Protection of Government Buildings, Equipment and Vegetation	1968 FEB
[X]	7-104.65	Insurance	1977 JAN
[ ]	7-104.69	FOB Point for Delivery of Government-Furnished Property	1968 JUN
[ ]	7-104.70	FOB Origin	1973 APR
[ ]	7-104.71	FOB Destination	1969 APR
[ ]	7-104.72	FOB Origin - Minimum Size of Shipments	1968 JUN
[ ]	7-104.73	Loading, Bracing, and Blocking of Freight Car Shipments	1975 OCT
[ ]	7-104.74	Shipments to Ports-Clearance and Documentation Requirements	1974 APR
[ ]	7-104.75	Diversion of Shipment under FOB Destination Contracts	1971 NOV
[ ]	7-104.76	FOB Destination - Evidence of Shipment	1968 JUN
[ ]	7-104.77(f)	Government Delay of Work	1968 SEP
[X]	7-104.82	Payment of Interest on Contractors Claims	1976 JUL
[ ]	7-104.83	Cost Accounting Standards	1975 FEB
[ ]	7-104.85	FOB Origin-Government Bills of Lading and Mailing Indicia	1973 APR
[ ]	7-104.86	Notification of Changes	Undated
[ ]	7-104.87	Cost/Schedule Control Systems	1973 APR
[X]	7-104.91(b)	Availability of Funds for Next Fiscal Year	1975 JUN
[ ]	7-104.93(b)	Preference For Domestic Specialty Metals	1972 NOV
[ ]	7-105.3(c)	Stop Work Order	1971 APR
[ ]	7-105.4	Report of Shipment (REPSHIP)	1968 JUN
[ ]	7-105.6	Bill of Materials	1955 APR
[ ]	7-106.3	Economic Price Adjustment-Standard Supplies	1974 MAR
[ ]	7-106.4	Economic Price Adjustment-Semi -Standard Supplies	1977 JAN
[X]	7-107	Economic Price Adjustment - Labor and Material	1974 MAR
[ ]	7-602.23(a)(i)	Davis-Bacon Act (40 U.S.C. 276a to a-7)	1972 FEB
[X]	7-602.23(a)(ii)	Contract Work Hours and Safety Standards Act-Overtime Compensation (10 USC 327-330)	1973 APR
[ ]	7-602.23(a)(iii)	Apprentices and Trainees	1976 OCT
[X]	7-602.23(a)(iv)	Payrolls and Basic Records	1969 JUN
[ ]	7-602.23(a)(v)	Compliance with Copeland Regulations	1964 JUN
[ ]	7-602.23(a)(vi)	Withholding of Funds	1972 FEB
[ ]	7-602.23(a)(vii)	Subcontracts	1972 FEB
[ ]	7-602.23(a)(viii)	Contract Termination - Debarment	1972 APR
[ ]	7-1903.41	Service Contract Act of 1965	1968 SEP
[X]	7-2003.2	Notice of Total Small Business Set-Aside	1972 JUL
[ ]	7-2003.3(a)	Notice of Partial Small Business Set-Aside	1975 OCT
[ ]	7-2003.5(a)	Notice of Labor Surplus Area Set-Aside	1977 JAN
[ ]	7-2003.8	Availability of Specifications, Standards, and Descriptions	1977 JAN
[ ]	7-2003.12	Affiliated Bidders	1974 APR
[ ]	7-2003.14(a)	Pre-Award on Site Equal Opportunity Compliance Review	1970 AUG

	ASPR REF. NO.	CLAUSE TITLE	CLAUSE DATE
[X]	7-2003.14(b)(3)	Equal Employment Compliance	1974 APR
[ ]	7-2003.23(b)	Evaluation of Bids for Multiple Awards	1975 OCT
[ ]	7-2003.23(d)	Evaluation - FOB Origin	1974 APR
[ ]	7-2003.24(c)	Shipping Point(s) Used in Evaluation of FOB Origin Bids or Proposals	1968 JUN
[ ]	7-2003.24(d)	FOB Origin and/or Destination	1968 JUN
[ ]	7-2003.29	Telegraphic Bids	1964 MAR
[ ]	7-2003.30(a)	Bid (Proposal) Samples	1974 MAR
[ ]	7-2003.30(b)	Waiver of Bid (Proposal) Samples	1974 APR
[ ]	7-2003.40	Unnecessarily Elaborate Contractors Proposals/ Contracts	1969 OCT
[ ]	7-2003.41	Order of Preference	1973 APR
[ ]	7-2003.42	Royalty Information	1961 AUG
[ ]	7-2003.64	Progress Payments	1974 APR
[ ]	7-2003.68	Industrial Preparedness Production Planning(Neg)	1974 APR
[ ]	7-2003.69	Industrial Preparedness Production Planning(Adv)	1974 APR

SERVICE CONTRACT ACT OF 1965 (1977 OCT)

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (P.L. 89-286) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) COMPENSATION. Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, comformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage).

(b) OBLIGATION TO FURNISH FRINGE BENEFITS. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (Subpart B of Part 4 (29 CFR)).

(c) MINIMUM WAGE. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (current minimum wage). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) NOTIFICATION TO EMPLOYEES. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) SAFE AND SANITARY WORKING CONDITIONS. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U. S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.

Public Health Service, U.S. Department of Health, Education, and Welfare.

Bureau of Mines, U.S. Department of the Interior.

United States of America Standards Institute (American Standards Assoc.)

National Fire Protection Association.

American Society of Mechanical Engineers.

American Society for Testing and Materials.

American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street, N.W., Washington, D.C. 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, N.Y. 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, 110-B Federal Building, Charles Center, 31 Hopkins Plaza, Baltimore, MD 21201 (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street, NE, Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lake Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 2100 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) RECORDS. The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages and fringe benefits provided, rates or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) WITHHOLDING OF PAYMENTS AND TERMINATION OF CONTRACT. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) SUBCONTRACTORS. The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor".

(i) SERVICE EMPLOYEE. As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semiskilled, or skilled manual labor occupations; and any other employee including a foreman or supervisor in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) CONTRACTOR'S REPORT. If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) REGULATIONS INCORPORATED BY REFERENCE. All interpretations of the Service Contract Act of 1965 expressed in Subpart C of Part 4 (29 CFR) are hereby incorporated by reference in this contract.

(l) These clauses relating to the Service Contract Act of 1965 shall not apply to the following:

(1) Any contract of the United States or District of Columbia for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to a Federal agency by an individual or individuals;

(7) Any contract with the Post Office Department, the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands, as defined in the Outer Continental Shelf Lands Act, American Samoa, Guan, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country.

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(m) Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (Parts 520,521, 524, and 525 of 29 CFR).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (Parts 520,521, 524, and 525 of 29 CFR).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than $20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in Part 531 of 29 CFR: Provided, however, That the amount of such credit may not exceed 80 cents per hour.

ATTACHMENT 4 (3 pages)
M67001-78-B-0019

STANDARD FORM 98
June 1966
U.S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC CONTRACTS DIVISIONS

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

Important.– Refer to this date and Notice No. in all communications.

NOTICE NO. 450,351

ESTIMATED SOLICITATION DATE (USE NUMERALS)

MONTH	DAY	YEAR
[illegible]	[illegible]	78

MAIL TO

Administrator, WHPC
U.S. Department of Labor
Washington, D.C. 20210

1. DEPARTMENT OR AGENCY

UNITED STATES MARINE CORPS

2. BUREAU, DIVISION, INSTALLATION, ETC.

MARINE CORPS BASE
CAMP LEJEUNE, N. C. 28542

3. PLACE OF PERFORMANCE (City, County, State)

Jacksonville, Onslow, N.C. Radius of 20 miles

4. SERVICES TO BE PERFORMED

Heating fuel, hauling and delivery

5. SERVICE EMPLOYEES (If additional space is needed, attach continuation sheet.)

CLASS	NUMBER	CLASS	NUMBER
Delivery truck operator	7		

6. CURRENT EMPLOYMENT

A. Indicate by whom services are presently performed: [x] Contractor [ ] Federal Employees [ ] Neither

B. If services are performed under a collective bargaining agreement, indicate name of union, if known:

Name and Address of Contractor: Great Gas and Oil Co. Box 732, Jacksonville, NC 28540 Union:

7. CURRENT WAGE DATA (If no wage determination is currently applicable, attach whatever information is available on wages and fringe benefits being paid in the locality.)

Information not readily available

[ ] Current Wage Determination No.

[ ] Wage Data attached APR 11 1978

8. SIGNATURE OF PROCUREMENT OFFICER

9. DATE MAY 30 1978

Address to which response should be sent

PURCHASING & CONTRACTING DIVISION
Bldg. 1211, MCB
Camp Lejeune, N. C. 28542

RESPONSE TO NOTICE
(To be completed by WHPC)

A. [x] No. ~~[illegible]~~
The above wage determination is applicable to this contract.
(Copy attached) 78-382 (R-1)

B. [ ] As of this date, no wage determination applicable to the specified locality and classes of service employees has been made.

(See reverse side)

By Authority of the Administrator, WHPC

STATE	COUNTY	CITY

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Ray J. Dolan
Ray J. Dolan
Assistant Administrator

LOCALITY		
State:	North Carolina	34
Area:	Onslow County	133

Wage determination number: 78-382 (Rev.-1) Date MAY 30 1979

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other
Employed on contracts for heating fuel hauling and delivery services:					
Truckdriver	$4.79				
Fringe benefits applicable to classes of service employees engaged in contract performance:		1/	2/	3/	

1/ $.21 an hour or $8.40 a week or $36.40 a month.

2/ 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 3 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.171(b)(2).)

3/ 7 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

ATTACHMENT 4
M67001-78-B-0019

Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by State or Local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

> The contractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to actual cost) reimburse all employees for such cleaning and maintenance as follows: $2.30 a week based on a 5 day workweek (or 46 cents a day); increasing to $2.65 a week (or 53 cents a day) on January 1, 1978; $2.90 a week (or 58 cents a day) on January 1, 1979; $3.10 a week (or 62 cents a day) on January 1, 1980; and $3.35 a week (or 67 cents a day) on January 1, 1981.

NOTE: Any class of service employee required in the performance of the contract but not listed herein shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed herein, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations 29 CFR 4.)

NOTE: Under Section 2(b)(1) of the Service Contract Act, no employee shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act: $2.65 per hour effective 1-1-78; $2.90 per hour effective 1-1-79; $3.10 per hour effective 1-1-80; and $3.35 per hour effective 1-1-81.

ATTACHMENT 4
M67001-78-B-0019

From: *Fuel Hauling Contractor*

To: *Director, Quarters and Housing*

Subj: *Problem tanks*

Ref: *(a) Para F-5(c) of the Fuel Hauling Contract*

1. In accordance with reference (a), it is reported that the following tanks would not accept fuel as specified:

Quarters Address	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. It is requested that the undersigned be notified upon completion of the action required to solve the difficulty.

OIL AND OTHER HAZARDOUS SUBSTANCE ACCIDENTAL DISCHARGE REPORT

BASE MAINTENANCE DEPARTMENT

DATE: 26 July 78 INVESTIGATOR:

SPILL REPORTED BY: Capt Peterson TIME: 1100

LOCATION: Rapid Jet Refueling

SUBSTANCE SPILLED: JP-5 AMOUNT: 15 gals

BY WHOM - PRIVATE: GOVERNMENT: MAG-26

RESPONSIBLE INDIVIDUAL/UNIT: Air craft # 769

VEHICLE NUMBER:

CONTAINMENT MEASURES REQUIRED:

Absorbent Matting

REMARKS:

1. CAUSE OF SPILL: Malfunction of valve on aircraft

2. DAMAGE RESULTING FROM SPILL: None

didn't reach navigable waters

Turylah Hardison

(SIGNATURE)

OIL AND OTHER HAZARDOUS SUBSTANCE ACCIDENTAL DISCHARGE REPORT

BASE MAINTENANCE DEPARTMENT

DATE: 3 Aug 78 INVESTIGATOR:

SPILL REPORTED BY: Capt Peterson TIME: 1120

LOCATION: Rapid Jet Refueling

SUBSTANCE SPILLED: JP-5 AMOUNT: 5 gals

BY WHOM ~~- PRIVATE:~~ GOVERNMENT: MAG-26

RESPONSIBLE INDIVIDUAL/UNIT: Aircraft # 156956

VEHICLE NUMBER:

CONTAINMENT MEASURES REQUIRED:

Absorbent Matting

REMARKS:

1. CAUSE OF SPILL: Valve malfunction

2. DAMAGE RESULTING FROM SPILL: None

Didn't reach navigable waters

Twylah Hardison

(SIGNATURE)

	ACTION	INFO	INITIAL
BMC			
ABMO		✓	[illegible]
MAINT NCO			
SAFETY CHMN			
PROP			
M&R			
OPNS			
ADMIN			
TELE			
UTIL			
ENVIRON AFF		✓	[illegible]
SECRETARY			
F&A BRANCH			
UMACS			
MME			

Jim -
We retain this
don't we?

[illegible]

BMAINTO

1115

VZCZCBRA989
RTTUZYUW RUCLBRA1031 1951430-UUUU--RUEACMC RUCLAKK.
ZNR UUUUU
R 141430Z JUL 78
FM CG MCB CAMP LEJEUNE NC
TO RUEACMC/CMC WASHINGTON DC
RUCLAKK/USCG MSO WILMINGTON NC
RUCLAKK/EPA REGION FOUR
THREE FOUR FIVE COURTLAND STREET
ATLANTA GA
BT
UNCLAS //N06280//
OIL SPILL REPORT, REPORT SYMBOL MC 6280-01
CMC FOR LFF
1. DATE: 12 JULY 1978 TIME: 1010
2. SOURCE: RUPTURED FUEL BLADDER
3. LOCATION: ON GROUND NEAR BLDG AS3504, MCAS(H), NEW RIVER
4. AMOUNT: 4,000 GALLONS
5. TYPE: JP-5
6. SAMPLES TAKEN: NONE
7. SLICK DESCRIPTION: NONE
8. ACTION AKEN:
A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

TOD/D
1736/141

PAGE TWO RUCLBRA1031 UNCLAS
B. THE FUEL WAS CONTAINED BY A DIKE.
9. ON-SCENE WEATHER: PARTLY CLOUDY
10. OIL SPILL MOVEMENT: NONE
11. NO DAMAGE
12. POTENTIAL DANGER: NONE
13. CAUSE OF SPILL: FUEL BLADDER RUPTURED
14. ASSISTANCE REQUIRED: NONE
15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 12 JULY 1978.
BT
#1031

RELO: J L MCLAUGHLIN,
TOD: JUL 14 1736z 78
DIST: BMAINTO

DIR, NREA _____ BMO _____

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	1 OF	1
DATE	TOR/TOD	ROUTED BY	CHECKED BY		
12 JULY 1978					

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N06280//

OIL SPILL REPORT, REPORT SYMBOL NC 6280-01

CMC FOR LFF

1. DATE: 12 JULY 1978 TIME: 1010

2. SOURCE: RUPTURED FUEL BLADDER

3. LOCATION: ON GROUND NEAR BLDG AS3504, MCAS(H), NEW RIVER

4. AMOUNT: 4,000 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION AKEN:

A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

B. THE FUEL WAS CONTAINED BY A DIKE.

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NONE

13. CAUSE OF SPILL: FUEL BLADDER RUPTURED

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON JUL 12 1978

DISTRIBUTION:
BMAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

DIR, NREA _____ BMO _____

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	1 OF	1
DATE	TOR/TOD	ROUTED BY	CHECKED BY		
8 JUNE 1978					

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
	MCB	ACTION				XX
		INFO				

FM CG ~~MARINE CORPS BASE~~ CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N06280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 31 MAY 1978 TIME: 1400

2. SOURCE: RUPTURED FUEL TANK

3. LOCATION: ON GROUND NEAR BLDG AS518, MCAS(H), NEW RIVER

4. AMOUNT: 200 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

B. THE FUEL WAS SELF-CONTAINED.

9. ON SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NONE

13. CAUSE OF SPILL: FORK LIFT PRONGS PUNCTURED A FULL TANK AS IT WAS BEING RELOCATED.

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 31 MAY 1978.

DISTRIBUTION:
~~BMAINTO (1)~~

UNCLASSIFIED

DATE/ TIME GROUP

[redacted]

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-705-4001

DIR, NREA _____ BMO _____

RELEASED BY	DRAFTED BY	PHONE EXT NR	PAGE	PAGES
	J. I. WOOTEN	5003	1 OF	1

DATE	TOR/TOD	ROUTED BY	CHECKED BY
8 JUNE 1978			

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
	MCB	ACTION				XX
		INFO				XX

FM CG ~~MARINE CORPS BASE~~ CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N06280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 31 MAY 1978 TIME: 1400

2. SOURCE: RUPTURED FUEL TANK

3. LOCATION: ON GROUND NEAR BLDG AS518, MCAS(H), NEW RIVER

4. AMOUNT: 200 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

B. THE FUEL WAS SELF-CONTAINED.

9. ON SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NONE

13. CAUSE OF SPILL: FORK LIFT PRONGS PUNCTURED A FULL TANK AS IT WAS BEING RELOCATED.

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 31 MAY 1978.

DISTRIBUTION:
~~BMAINTO (1)~~

UNCLASSIFIED

DATE/ TIME GROUP

NAVAL MESSAGE

ORIGINATOR'S NAME (PLA) SSN-0102 LF 705 000

DIRN DELTA

SIO

RELEASED BY

V. F. BOOTHE

PHONE NO. IN

5003

PLATE TOKY

PAGE

1

DATE

TOR NO.

PRCTED BY

CHECKED BY

PRIORITY

MESSAGE NR

DATE/MESSAGE

PRECE DENCE

ACTION

INFO

BASIC

IMMEDIATE

PRIORITY

ADDITIONAL

M C S

FM: CO MARITIMES MARKEAND FLTSPEN WO

TO: THE VARNECKOW-OK

BUOCEAN-TTL LATOKA JC

REA RTRV-TV 30 COMMANDO SERVICE ATLANTA GA

SUBJ: ITEMS(V)

ADD ITEMS BELOW, REPORTS STARTING SEQ-01

FOR ACK

1. TAKEN ON DAY 2010 TIME 1400

2. COORDS: RETURNED FUEL TANK

3. ALTOS: 5 OR OTHER SEAS TIME 1 SEA, MEAN(V), TIME 1/TIME

4. AMOUNT: 200 GALLONS

5. TYPE: JP-5

6. ACTUAL TAKING: WATER

7. OTHER PERTINENTS: NONE

8. LOSTS: NONE

9. HOW CAUSED IF DN ARE PROPOSED

10. THE FUEL WAS NEAR-COASTALLY.

11. OTHERS WATER: MARKLY CLEAR

12. OTL RESULT DAMAGE: NONE

13. NO DAMAGE

14. POTENTIAL ACTION: NONE

15. PLACE OF DETAIL: THE LIST PROVIDES THE PORTS A FEW WEEK AS TO WHAT KIND OF TYPE.

16. ACTIONS AND REMARKS: NONE

17. ELEMENT OF REPORT IS THE MAJORITY, ACTIONS, A REPORT WAS SENT TO CIA A FROM OR

AGAINST THE

DESCRIPTION:

UNCLASSIFIED

SENDING OFFICE

SENDING OFFICE

	ACTION	INFO	INITIAL
BMO		✓	
ABMO		✓	RWh
MAINT NCO			
SAFETY CHMN			
PROP			
M&R			
OPNS			
ADMIN			
TELE			
UTIL			
ENVIRON AFF		✓	
SECRETARY			
F&A BRANCH			
UMACS			
MME			

Twyla
File with the Oil Spill
Reporting instruction

B MAINT O

FAC ROUTING 31 MAY 1978

	ACTION	INFO	INT
FACO			✓
4A			
4B			
4C			
4D			
4G			
4LC			

NNNNVZCZCRBA004
RTTUZYUW RUEACMC0095 1501947-UUUU--RUCRNAA.
ZNR UUUUU
R 301503Z MAY 78
FM CMC WASHINGTON DC
TO ALMAR
INFO RUENAAA/CNO WASHINGTON DC
BT
UNCLAS //N06280//
ALMAR100/78
MCBUL 6280 OF 14 APRIL 1978 CH 1. OIL SPILL REPORTING (CODE LFF-2) MAY 30 21 00 78

1. ADD THE FOLLOWING NEW PAR 3C:

C. NAVIGABLE WATERS OR THEIR TRIBUTARIES. UNLESS OTHERWISE AGREED TO BY THE COGNIZANT LOCAL USCG DISTRICT COMMANDER AND EPA REGIONAL OFFICE, FOR REPORTING PURPOSES OF THIS BULLETIN, NAVIGABLE WATERS OR THEIR TRIBUTARIES SHALL INCLUDE ALL WATER BODIES, SUCH AS OCEANS, BAYS, RIVERS, STREAMS, LAKES, PONDS, AND NATURAL OR MANMADE DRAINAGE CANALS OR DITCHES."

BT
#0095

INFO: TRNG, MANP, SAFD, CBC, CPO, IAW ENC (2) CG LETTER 2391 OF 23FEB78
TOR: 30 2100Z MAY 78

NNNN

copy to Maint O PWO

30 15 03 Z MAY 78

DIR, NREAD _____ BMO _____

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-709-4001

RELEASED BY	DRAFTED BY	PHONE EXT NR	PAGE	PAGES
	J. I. WOOTEN	5003	1 OF	1

DATE	TOR/TOD	ROUTED BY	CHECKED BY
20 JUNE 1978			

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
		ACTION				XX
		INFO				

FM CG MCB CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N06280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 19 JUNE 1978 TIME: 1130

2. SOURCE: RUPTURED FUEL BLADDER

3. LOCATION: FUEL FARM NEAR BLDG FC-200, FRENCH CREEK, MCBCL

4. AMOUNT: 2,000 GALLONS

5. TYPE: DIESEL FUEL

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: NONE

8. ACTION TAKEN:

   A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

   B. FUEL WAS CONTAINED AT THE SITE.

9. ON-SCENE WEATHER: CLEAR

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: FUEL BLADDER RUPTURED

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 19 JUNE 1978.

DISTRIBUTION: BMAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

NAVAL MESSAGE

OPNAV FORM 2110/28 (REV. 3-69) S/N-0107-LF-7[illegible]-4001

DIR, NREAD _____ BMO _____

RELEASED BY		DRAFTED BY	PHONE EXT NR	PAGE	PAGES
		J. I. WOOTEN	5003	1 OF	1
DATE	TOR/TOD	ROUTED BY	CHECKED BY		
8 JUNE 1978					

MESSAGE NR	DATE/TIME GROUP	PRECEDENCE	FLASH	IMMEDIATE	PRIORITY	ROUTINE
M CB		ACTION				XX
		INFO				[redacted]

FM CG ~~MARINE CORPS BASE~~ CAMP LEJEUNE NC
TO CMC WASHINGTON DC
USCG MSO WILMINGTON NC
EPA REGION IV 345 COURTLAND STREET ATLANTA GA

UNCLAS//N06280//

OIL SPILL REPORT, REPORT SYMBOL MC 6280-01

CMC FOR LFF

1. DATE: 5 MAY 1978 TIME: 1330

2. SOURCE: UNDETERMINED

3. LOCATION: IN DITCH NEAR BLDG AS141, MCAS(H), NEW RIVER

4. AMOUNT: 100 GALLONS

5. TYPE: JP-5

6. SAMPLES TAKEN: NONE

7. SLICK DESCRIPTION: THE FUEL WAS APPROXIMATELY ½ INCH DEEP ON THE SURFACE OF THE WATER IN THE DITCH.

8. ACTION TAKEN:

A. FUEL WAS CLEANED UP BY BASE PERSONNEL.

B. THE SPILL WAS CONTAINED BY A BOOM.

9. ON-SCENE WEATHER: PARTLY CLOUDY

10. OIL SPILL MOVEMENT: NONE

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: UNDETERMINED

14. ASSISTANCE REQUIRED: NONE

15. TELEPHONE REPORT TO NRC WAS NOT MADE, HOWEVER, A REPORT WAS MADE TO EPA & USCG ON 25 MAY 1978.

DISTRIBUTION: BMAINTO (1)

UNCLASSIFIED

DATE/ TIME GROUP

1. DATE: 5 MAY 1975 TIME: 1130

2. SUBJECT: OBJECT ON GROUND

3. LOCATION: IN BETWEEN VAN NUYS AND ARTESIA(?), LOS ANGELES

4. REPORTED: ICE PALACE

5. TYPE: UFO

6. SEEN BY: TRUCKING FIRM

7. BRIEF DESCRIPTION: THE BODY WAS APPROXIMATELY 3 INCHES DEEP OF THE SURFACE OF THE WATER IN THE DITCH.

8. ADDITIONAL DATA:

A. BODY WAS CLEANED UP BY DARK PETROLEUM.

B. THE SMELL WAS CONTAINED BY A POT.

C. OBSERVED BEAUTIFUL, PARTLY CLOUDY

10. OIL SPILL INVESTIGATIONS TEAM.

11. NO DAMAGE

12. POTENTIAL DANGER: NEGLIGIBLE

13. CAUSE OF SPILL: UNDETERMINED

14. ADDITIONAL REMARKS: NONE

15. TELEPHONE REPORT TO MRC WAS NOT MADE BEFORE. A REPORT WAS MADE TO THE S.BUSCO ON 23 MAY 1976.

INVESTIGATOR: THANKS CO

DECLASSIFIED

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IV

345 COURTLAND STREET
ATLANTA, GEORGIA 30308

May 26, 1978

Commanding General
United States Marine Corps
Camp Lejeune, North Carolina 28542

Attention: Base Maintenance Officer

Dear Sir:

To confirm my conversation with Mr. Julian Wooten on May 26, 1978, the Environmental Emergency Branch recommends that all spills of petroleum products on base property be reported to the Base Fire Department. This allows the Base Maintenance Office to keep tabs on the contract suppliers and any accidental spillage on base property.

In regards to reporting spills to other Federal agencies, the U.S. Coast Guard and the Environmental Protection Agency should be notified of any oil spill that has any possibility of reaching "waters of the U.S." When a spill on the land occurs and the potential for reaching water is negligible, then EPA would like to be notified of spills greater than 25 gallons.

Thank you for your concern in the prevention of any oil spill.

Sincerely,

Allen S. Bartlett

Allen S. Bartlett
Environmental Emergency Branch
Enforcement Division

ENCLOSURE (1)

PHONE NO.
444-7313
AUTOVON 690-7313
IN REPLY REFER TO:
114:DPG
6240

06 JUL 1977

U. S. Environmental Protection Agency
Region IV
Water Enforcement Branch
1421 Peachtree Street, NE
Atlanta, GA 30309

Attention: Federal Facilities Branch

Gentlemen:

As requested in the 28/29 April 1977 meeting at Marine Corps Base, Camp Lejeune, the enclosed draft scope of work and a map of the storm drain monitoring program are herein submitted. The anticipated compliance schedule for this FY 80 pollution control MILCON Project is as follows:

ACTION	DATE
Initiate monitoring	1 July 1977
Submit 1391	1 October 1977
Obtain funding	1 January 1978
Prepare A & E Contract	1 April 1978
Advertise A & E Contract	1 July 1978
Award A & E Contract	1 October 1978
Initiate A & E Contract	1 November 1978
Complete A & E Contract	1 May 1979
Advertise construction contract	1 July 1979
Award contruction contract	1 October 1979
Initiate construction	1 November 1979
Complete construction	1 May 1981
Attain operational level	1 July 1981

In addition to the elimination of the New River Sewage Treatment Plant, the Camp Geiger Water Treatment Plant and the upgrading of the Camp Geiger Sewage Treatment Plant, the basic agreed upon commitment involves obtaining essentially a zero discharge system for the miscellaneous industrial/oily wastes:

1. WTP: Elimination of the approximately 0.5 MGD of wastewater from the 8 remaining water treatment plants

2. CT: Concerning the 24 water cooled cooling towers remaining from the 64 listed in the 1972 survey, this Command herein agrees to immediately eliminate the discharge of the once per year cleaning wastewater discharge from all (60) cooling towers and to eliminate the 1 remaining operational discharge (0.001 MGD) with either a sanitary connection or conversion to an air cooled system. In addition, only EPA approved additives

ENCLOSURE (2)

will be used.

3. Boilers: Elimination of the 14 boiler house wastewater discharges (approximately 0.050 MGD) via sanitary connections.

4. Pools: Elimination of the 6 pool discharges (approximately 0.18 MGD). It is understood that the revised permit will allow discharge of the yearly pool drainages.

5. Septic Tanks: Seventeen (17) of the 39 septic tanks/tile field systems listed in the 1972 survey have been eliminated. The Amtrack system is being eliminated. The MILCON will eliminate at least 1 more system leaving only 20 remaining systems.

6. Misc.: The Command agrees to maintain zero discharge from the 7 battery shops, the pest shops, the two paint shops, and the three photo shops, in addition, to discontinuing the use of cyanide in the photo shops and the neutralizing pits at the battery shops. The preparation/preservation/packaging shop rinse water (0.001 MGD) will be connected to the sanitary system.

7. Washracks: The existing 84 washracks will be reduced to 20 and the wastewater discharges eliminated via sanitary connections.

8. SPCC: A SPCC system will be provided to minimize the possible spills from the 69 waste oil systems; 53 maintenance shops, 46 grease racks, 39 POL storage areas, 146 fill pipes, 144 fuel tanks, 20 unloading areas, 8 fueling areas and 9 pumphouses. In addition, 19 above-ground fuel tanks will be buried, leaving only 10 areas with above ground fuel tanks. Seven (7) other operational discharges identified in the SCS survey will also be eliminated via sanitary connections (3 oil water separators, 1 wash basin, 2 coil pits, 1 crash crew area). Intermediate activity actions will also be taken (see ESR 7108).

9. OWS: 19 oil water separators with direct discharges (requiring permits) will be constructed for the 4 parking lots, 11 major fuel oil storage areas, 1 jet fueling area, and 3 streams.

10. Additional improvements: To provide flexibility the following items will also be included in the project; improvement of waste oil reclamation, correction of infiltration/inflow, upgrading of lift stations, modification of sewage treatment plants and provisions for water conservation.

Summary: To comply with the 1977/83/85 standards, Marine Corps Base, Camp Lejeune will eliminate 688 miscellaneous sources of industrial wastes, leaving only 7 sewage plants (and 6 yearly pool drainages) for dry weather discharges, in addition to 19 oil- water separators for wet weather discharges.

114:DPG
6240

Your consideration of this complex situation is greatly appreciated.

Encl:
(1) Draft Scope of Work
(2) Map of Storm Drain Monitoring Program

Copy to:
MARCORB CAMP LEJEUNE

NATURAL RESOURCES AND ENVIRONMENTAL AFFAIRS DIVISION
Base Maintenance Department
Marine Corps Base
Camp Lejeune, North Carolina 28542

MAIN/JIW/th
6240
31 May 1978

From: Director
To: Director, Utilities Division

Subj: Steam Generation Plant; waste oil disposal

1. While Mr. J. I. Wooten of this Division was investigating a recent No. 6 oil spill at Building M 625 it was discovered that waste oil, solvents, etc. were being disposed of on the ground in some cases, violating oil pollution control regulations.

2. To correct this problem it is recommended that adequate waste oil storage facilities be provided at each steam generation plant.

WENDELL A. NEAL

BASE MAINTENANCE DEPARTMENT
Marine Corps Base
Camp Lejeune, North Carolina 28542

MAIN/WAN/th
6240
31 May 1978

WAN

From: Base Maintenance Officer
To: Purchasing and Contracting Officer

Subj: Proposed fuel hauling contract (revised)

Ref: (a) P&C ltr PC/WAT/mmm 4200 of 5 Apr 78
(b) BMO ltr MAIN/JIW/th 6240 of 4 May 78

Encl: (1) Subject contract

1. As requested in reference (a), the proposed contract was examined and comments outlined in reference (b) were offered. Paragraph F-9 of the attached contract (enclosure (1)) has been reviewed and found to be inadequate. Your attention is called to paragraph 1b (1), (3) and (5) of reference (b) which constitutes this Department's position in this matter.

C. D. WOOD

File - Oil
30 May 78

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IV

345 COURTLAND STREET
ATLANTA, GEORGIA 30308

May 26, 1978

Commanding General
United States Marine Corps
Camp Lejeune, North Carolina 28542

Attention: Base Maintenance Officer

Dear Sir:

To confirm my conversation with Mr. Julian Wooten on May 26, 1978, the Environmental Emergency Branch recommends that all spills of petroleum products on base property be reported to the Base Fire Department. This allows the Base Maintenance Office to keep tabs on the contract suppliers and any accidental spillage on base property.

In regards to reporting spills to other Federal agencies, the U.S. Coast Guard and the Environmental Protection Agency should be notified of any oil spill that has any possibility of reaching "waters of the U.S." When a spill on the land occurs and the potential for reaching water is negligible, then EPA would like to be notified of spills greater than 25 gallons.

Thank you for your concern in the prevention of any oil spill.

Sincerely,

Allen S. Bartlett

Allen S. Bartlett
Environmental Emergency Branch
Enforcement Division

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location Bldg. 1700

2. Date and time 5-9-78 0900-0945

3. Water inspected for oil sheen Yes

4. Excess oil sheen in diked area No

5. Oil sheen cleaned up before draining? NA

6. Drain valve closed and locked 0945

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

Kenneth R. Shepard
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

J d W
15 May 78

ENCLOSURE (2)

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location MCAS 4151

2. Date and time 5-9-78 0910 - 0940

3. Water inspected for oil sheen Yes

4. Excess oil sheen in diked area No

5. Oil sheen cleaned up before draining? Na

6. Drain valve closed and locked Yes 0940

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

Kenneth R. Shepard
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

J.L.W.
15 May 78

ENCLOSURE (2)

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location G-650

2. Date and time 5-9-78 12:30 - 1330

3. Water inspected for oil sheen Yes

4. Excess oil sheen in diked area No

5. Oil sheen cleaned up before draining? NA

6. Drain valve closed and locked 1330

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

Kenneth R. Shepard
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

JdW
15 May 78

ENCLOSURE (2)

OPNAV 5216/144 (REV. 6-70)
S/N 0107-LF-778-8099

DEPARTMENT OF THE NAVY

Memorandum

DATE: 24 April 1978

FROM Base Ecologist

TO MEMO FOR RECORD

SUBJ Oil spill at MCAS(H),NR of undetermined origin

Ref: (a) FoneCon btwn Capt Peterson and CWO Rolle on 21 Apr 78

1. On 20 April 1978 Maj Angle indicated he was conducting an investigation on the large oil spill (JP-5) which occurred at the Air Station on 19 April 1978. This office was made aware of the spill about 1530 by Capt Peterson, Air Station S-4 Officer.

2. According to Capt Peterson, reference (a), the investigation was completed with no conclusion as to where the spill originated. It had rained on the 19th of April which according to Capt Peterson made tracing the spill impossible.

3. The 500 gallon (conservative estimate) was contained near Curtis Road with a boom and cleaned up with a pump and straw by Base Maintenance personnel. None of the fuel reached New River.

4. The spill was not reported to EPA, USCG or HQMC because of no details.

5. Capt Peterson was asked to take action to inform Air Station personnel of oil pollution control regualtions and the requirements to report all oil spills. He said it would be done.

Julian I. Wooten

JULIAN I. WOOTEN

noted WAN

24 April 1978

Base Ecologist

MEMO FOR RECORD

Oil spill at MCAS(H), NR of undetermined origin

Ref: (a) FoneCon btwn Capt Peterson and CWO Rolle on 21 Apr 78

1. On 20 April 1978 Maj Angle indicated he was conducting an investigation on the large oil spill (JP-5) which occurred at the Air Station on 19 April 1978. This office was made aware of the spill about 1530 by Capt Peterson, Air Station S-4 Officer.

2. According to Capt Peterson, reference (a), the investigation was completed with no conclusion as to where the spill originated. It had rained on the 19th of April which according to Capt Peterson made tracing the spill impossible.

3. The 500 gallon (conservative estimate) was contained near Curtis Road with a boom and cleaned up with a pump and straw by Base Maintenance personnel. None of the fuel reached New River.

4. The spill was not reported to EPA, USCG or HQMC because of no details.

5. Capt Peterson was asked to take action to inform Air Station personnel of oil pollution control requaltions and the requirements to report all oil spills. He said it would be done.

JULIAN I. WOOTEN

24 April 1978

Base Ecologist

MEMO FOR RECORD

Oil spill at MCAS(H),NR of undetermined origin

Ref: (a) FoneCon btwn Capt Peterson and CWO Rolle on 21 Apr 78

1. On 20 April 1978 Maj Angle indicated he was conducting an investigation on the large oil spill (JP-5) which occurred at the Air Station on 19 April 1978. This office was made aware of the spill about 1530 by Capt Peterson, Air Station S-4 Officer.

2. According to Capt Peterson, reference (a), the investigation was completed with no conclusion as to where the spill originated. It had rained on the 19th of April which according to Capt Peterson made tracing the spill impossible.

3. The 500 gallon (conservative estimate) was contained near Curtis Road with a boom and cleaned up with a pump and straw by Base Maintenance personnel. None of the fuel reached New River.

4. The spill was not reported to EPA, USCG or HQMC because of no details.

5. Capt Peterson was asked to take action to inform Air Station personnel of oil pollution control regualtions and the requirements to report all oil spills. He said it would be done.

JULIAN I. WOOTEN

24 April 1976

Base Ecologist

MEMO FOR RECORD

Oil spill at MCAS(H), MR of unidentified origin

Ref: (a) Phone con btwn Capt Peterson and CWO Rolle on 21 Apr 76

1. On 20 April 1976 Mai Andle indicated he was conducting an investigation on the large oil spill (LF-2) which occurred at the Air Station on 19 April 1976. This office was made aware of the spill about 1550 by Capt Peterson, Air Station Safety Officer.

2. According to Capt Peterson, reference (a), the investigation was completed with no conclusion as to where the spill originated. It had rained on the 19th of April which according to Capt Peterson made tracing the spill impossible.

3. The absorption (conservative estimate) was contained near Curtis Road with a boom and cleaned up with a pump and straw by Base Maintenance personnel. None of the fuel reached New River.

4. The spill was not reported to EPA, USCG or PWC because of no details.

5. Capt Peterson was asked to take action to inform Air Station personnel of oil pollution control requirements and the requirements to report all oil spills. He said it would be done.

JULIAN L. WOOTEN

Oil

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location 4151

2. Date and time 4-26-78- 0930- 1030

3. Water inspected for oil sheen YES

4. Excess oil sheen in diked area NONE

5. Oil sheen cleaned up before draining? NONE

6. Drain valve closed and locked YES

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

David Southerland
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

ENCLOSURE (2)

Oil

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location 1706

2. Date and time 4-26-78 0845 -1010

3. Water inspected for oil sheen YES

4. Excess oil sheen in diked area NONE

5. Oil sheen cleaned up before draining? NONE

6. Drain valve closed and locked YES

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

David Southerland
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

ENCLOSURE (2)

Oil.

A.W.

DIKED AREA DRAINAGE

REPORT REQUIRED EACH TIME DIKED AREA IS DRAINED

1. Location G-650

2. Date and time 4-27-78 1355 - 1500

3. Water inspected for oil sheen YES

4. Excess oil sheen in diked area NO.

5. Oil sheen cleaned up before draining? NONE

6. Drain valve closed and locked YES.

7. Notify Base Maintenance Natural Resources and Environmental Affairs Division, Ext. 5003.

David Sutherland
NAME

SEE BASE ORDER 11090.1 FOR DISPOSAL OF WASTE OIL.

ENCLOSURE (2)

	ACTION	INFO	INITIAL
BMO		✓	
ABMO		✓	BWR
MAINT NCO			
SAFETY CHMN			
PROP			
M&R		✓	CRB-HDH
OPNS		✓	RWD
ADMIN			
TELE			
UTIL			
ENVIRON AFF		✓	WHN
SECRETARY			
F&A BRANCH			
UMACS			

Env. Branch JdW

PURCHASING AND CONTRACTING DIVISION
Base Materiel Battalion
Marine Corps Base
Camp Lejeune, North Carolina 28542

PC/DTH/mam
4200
21 Feb 1978

Great Gas and Oil Company
P. O. Box 732
Jacksonville, N.C. 28542

Dear Mr. Williams:

Recently the number of oil spills have increased considerably and on several occasions since assuming the duties of Contracting Officer, you and I have discussed the continuing problem of spillage.

After receiving the two most recent letters concerning oil spills, I can only conclude that some of the fault can be placed on the negligence of your drivers. Since being closely involved during the past three weeks by observing the filling of tanks, I must also take into consideration that there are several problems with the breather system of the fuel tanks.

I would like to call to your attention that under the present contract (Clause 7-104.53), you can be held responsible for the cleanup of these spillages, or reimburse the Government for the same.

In order to help alleviate this situation, the following actions have been initiated:

a. A letter was written to Base Housing requesting the breather system in the 3300 area be inspected and cleaned.

b. All isolated cases that have been reported by your driver during my evening inspections have been reported to Base Maintenance, i.e., 2123, 5213, 2082 (AS), etc.

c. The Bulk Fuel Farm personnel have been instructed not to load any more than 2000 gallons on any vehicle from your company.

Future oil spills that occur after 24 February 1978 will be handled in accordance with the provisions of the contract.

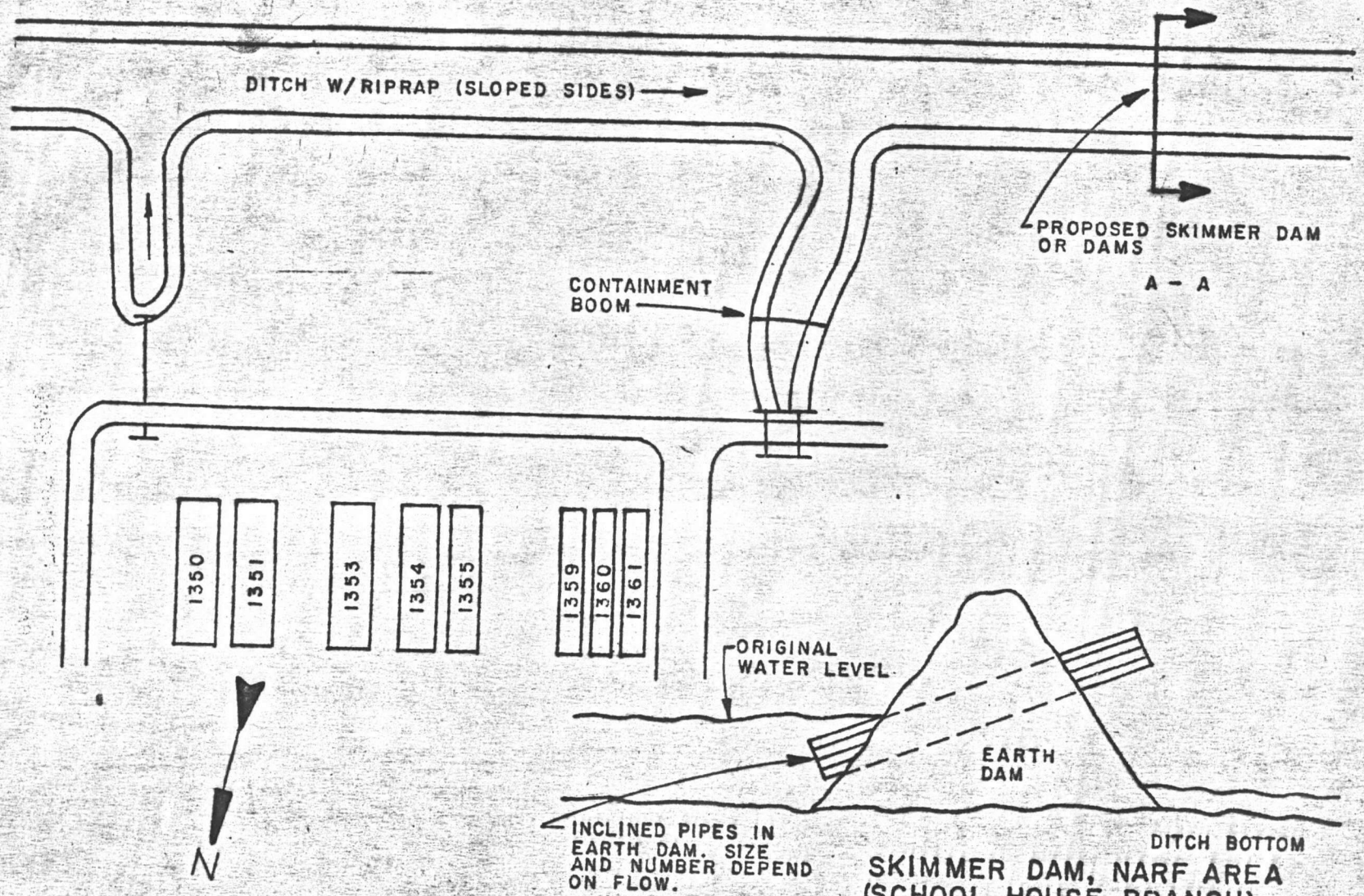
Sincerely,

D. T. HARRIS

Blind Copy to:
Base Maint Officer
Natural Resources Div.

File / Oil Spill Containment Control JHW

Oil Pollution



SKIMMER DAM, NARF AREA
(SCHOOL HOUSE BRANCH)
FIGURE 5

Oil Spill File Oil W

PURCHASING AND CONTRACTING DIVISION
Base Materiel Battalion
Marine Corps Base
Camp Lejeune, North Carolina 28542

PC/DTH/skc
4200
21 Feb 1978

From: Purchasing and Contracting Officer
To: Base Housing Officer

Subj: Fuel Tanks; filling problem

Ref: (a) M67001-75-D-0011

1. Reference (a) is the current Contract between the U.S. Government and Great Gas and Oil Company for delivery of fuel to the Housing Areas.

2. During the past several weeks this office has been involved in attempting to correct several problem areas that exists with this contract.

3. It is requested that a work request be submitted to have all the vent pipes inspected in the Paradise Point Housing Area, specifically the 3300 block. Until this project is completed any oil spills that occur during filling will not be charged against the contractor.

D.T. Harris
D.T. HARRIS

Blind Copy to:

Base Maint Officer
Natural Resources Div.

PURCHASING AND CONTRACTING DIVISION
Base Materiel Battalion
Marine Corps Base
Camp Lejeune, North Carolina 28542

PC/DTH/mam
4200
21 Feb 1978

Great Gas and Oil Company
P. O. Box 732
Jacksonville, N.C. 28542

Dear Mr. Williams:

Recently the number of oil spills have increased considerably and on several occasions since assuming the duties of Contracting Officer, you and I have discussed the continuing problem of spillage.

After receiving the two most recent letters concerning oil spills, I can only conclude that some of the fault can be placed on the negligence of your drivers. Since being closely involved during the past three weeks by observing the filling of tanks, I must also take into consideration that there are several problems with the breather system of the fuel tanks.

I would like to call to your attention that under the present contract (Clause 7-104.63), you can be held responsible for the cleanup of these spillages, or reimburse the Government for the same.

In order to help alleviate this situation, the following actions have been initiated:

a. A letter was written to Base Housing requesting the breather system in the 3300 area be inspected and cleaned.

b. All isolated cases that have been reported by your driver during my evening inspections have been reported to Base Maintenance, i.e., 2123, 5213, 2082 (AS), etc.

c. The Bulk Fuel Farm personnel have been instructed not to load any more than 2000 gallons on any vehicle from your company.

Future oil spills that occur after 24 February 1978 will be handled in accordance with the provisions of the contract.

Sincerely,

D. T. HARRIS

Blind Copy to:
Base Maint Officer
Natural Resources Div.

	ACTION	INFO	INITIAL
BMO		✓	[illegible]
ABMO		✓	[illegible]
MAINT NCO			
SAFETY CHMN			
PROP			
M&R			
OPNS			
ADMIN			
TELE			
UTIL			
ENVIRON AFF		✓	[illegible]
SECRETARY			
F&A BRANCH			
UMACS			

[illegible]

QUARTERS AND HOUSING DIVISION
Marine Corps Base
Camp Lejeune, North Carolina 28542

DQH/SFP/imj
11010
21 February 1978

From: Acting Director
To: Base Maintenance Officer
Via: Assistant Chief of Staff, Facilities

Subj: Oil spills associated with heating oil deliveries to base quarters

Ref: (a) BMO ltr MAIN/WAN/th 6240/11 dtd 3 Feb 78

1. The Purchasing and Contracting Officer, as the administrator of the fuel oil delivery contract, has responded to your office concerning subject problem.

2. Present contract expires 30 June 1978. Precautionary measures will be written into the new contract.

S. F. Perkins
S. F. PERKINS

QUARTERS AND HOUSING DIVISION
Marine Corps Base
Camp Lejeune, North Carolina 28542

DHD/SWP/jmj
11010
21 February 1977

From: Acting Director
To: Base Maintenance Officer
Via: Assistant Chief of Staff, Facilities

Subj: Oil spills associated with recent oil deliveries to bases quarters

Ref: (a) MCO 11[illegible] [illegible] 1 Ref 7[illegible]

1. The Housing and Construction Officer as the administrator of the fuel oil delivery contract, has responded to your office concerning subject problem.

2. Present contract expires 30 June 1978. Precautionary measures will be written into the new contract.

S. F. PARKINS

QUARTERS AND HOUSING DIVISION
Marine Corps Base
Camp Lejeune, North Carolina 28542

DQH/SFP/imj
11010
21 February 1978

From: Acting Director
To: Base Maintenance Officer
Via: Assistant Chief of Staff, Facilities

Subj: Oil spills associated with heating oil deliveries to base quarters

Ref: (a) BMO ltr MAIN/WAN/th 6240/11 dtd 3 Feb 78

1. The Purchasing and Contracting Officer, as the administrator of the fuel oil delivery contract, has responded to your office concerning subject problem.

2. Present contract expires 30 June 1978. Precautionary measures will be written into the new contract.

S. F. PERKINS

BASE MAINTENANCE DEPARTMENT
MARINE CORPS BASE, CAMP LEJEUNE, N. C.

NATURAL RESOURCES AND ENVIRONMENTAL AFFAIRS DIVISION

21 Feb 78 Date

FROM: D/mo
TO: W. Neal

_____ Note and Return
_____ For your information (need not return)
_____ Please handle
_____ Route to _____
_____ Please give me your comments (return attachments)
_____ Approve and return

SUBJ: Attached

1. I indicated to Maj. Harris at the Fri. meeting that I saw no point in providing a reply to this — as we have already fully explained our position on the subject —

He more clearly understands environm. matters, now and that's some progress I guess

R
WAN

NREA

Good! Thank you

	ACTION	INFO	INITIAL
BMO		✓	
ABMO		✓	
MAINT NCO			
SAFETY CHMN			
PROP			
M&R			
OPNS			
ADMIN			
TELE			
UTIL			
ENVIRON AFF	✓	✓	
SECRETARY			
F&A BRANCH			
UMACS			

Julian
yr Action - Let's discuss
N

File
21 Feb 78

PURCHASING AND CONTRACTING DIVISION
Base Materiel Battalion
Marine Corps Base
Camp Lejeune, North Carolina 28542

PC/DTH/mam
4200
13 Feb 1978

From: Purchasing and Contracting Officer
To: Base Maintenance Officer

Subj: Oil spills associated with heating oil deliveries to Base Quarters; report concerning

Ref: (a) BMO ltr MAIN/WAN/th 6240/11 of 12 Jan 1978
(b) BMO ltr MAIN/WAN/th 6240/11 of 3 Feb 1978

1. References (a) and (b) reported incidents where the local fuel hauling contractor continues to spill fuel in different areas around the base and cites several examples.

2. After being directly involved in the delivery of fuel to family housing during the past two months, I feel the allegation made in paragraph 1 of reference (b) is true for the most part, but there are several corrective measures that I feel the government can take to help alleviate the situation.

3. On three or four occasions I spoke directly to Mr. Eaton and Mr. Smith of Base Maintenance on the problems of pumping fuel in fuel tanks due to the condition of breather pipes especially in the Paradise Point housing area. In addition, I advised Mr. Smith during a meeting on 7 February 1978 that the requirement to have automatic shutoff valves on the Contractor's equipment will be placed into the new IFB when published. No additional requirements can be placed in a contract especially one that has been formally advertised without giving full consideration to the contractor for the additional expenses involved.

4. The comments concerning the oil spills at Building 1002 were reviewed and I find it hard to accept that all of the spillages can be contributed to the fuel hauling contractor.

5. If specific details can be clarified and the costs can be determined, I will take the necessary contractual action to caution the contractor.

D T Harris
D. T. HARRIS