



Re: BP America Production Company Supplemental Comments to United States Environmental Protection Agency on Clean Air Act Title V Operating Permit Renewal Application for Florida River Compression Facility 

Carl Daly to: Conrad, Jeffrey C

11/09/2010 11:58 AM

Cc: "Breer, Charlie", "Robert, Rebecca", Sara Laumann

Mr. Conrad,

Thank you for your email transmitting redacted versions of exhibits T, U, and V to BP's Supplemental Comments on Florida River Plant Renewal Title V Operating Permit, received by EPA on February 18, 2010. These redacted versions along with your cover email and the email from Sam Maynes (on behalf of Red Cedar) will be placed in the docket for the Florida River permit action.

Just to clarify an item in your email, we do not currently have a FOIA request for the exhibits. We do refer to these exhibits in our response to comments document, and therefore, we want to have releasable versions of the exhibits in the docket that contain the information we considered in developing a response.

Carl Daly 303-312-6416

"Conrad, Jeffrey C"

Mr. Daly, BP America Production Company's ("...

11/05/2010 11:43:44 AM

From: "Conrad, Jeffrey C" <Jeffrey.Conrad@bp.com>
To: Carl Daly/R8/USEPA/US@EPA
Cc: "Robert, Rebecca" <Rebecca.Robert@bp.com>, "Breer, Charlie" <Charlie.Breer@dgslaw.com>
Date: 11/05/2010 11:43 AM
Subject: BP America Production Company Supplemental Comments to United States Environmental Protection Agency on Clean Air Act Title V Operating Permit Renewal Application for Florida River Compression Facility

Mr. Daly,

BP America Production Company's ("BP") supplemental comments to the United States Environmental Protection Agency ("EPA") on the Clean Air Act Title V operating permit renewal application for the Florida River Compression Facility designated certain gathering agreements (Exhibits T, U, and V) as Confidential Business Information ("CBI") pursuant to 40 CFR 2.203. BP understands that the EPA has received a Freedom of Information Act request for the release of those materials marked as CBI. BP is willing to release its CBI claim with respect to the attached portions of those agreements, which have been redacted to maintain BP's CBI claims with respect to other portions of those agreements. BP does not release its claims of CBI with respect to any materials other than those attached to this email.

Please call me if you have questions (281-455-6440).

Jeff Conrad

Attorney

BP America Production Company

<<Exhibit T.PDF>> <<Exhibit U.PDF>> <<Exhibit V.PDF>>

BP AMERICA PRODUCTION COMPANY
NORTH AMERICAN GAS STRATEGIC PERFORMANCE UNIT
SAN JUAN BUSINESS UNIT

FLORIDA RIVER GAS GATHERING AGREEMENT
LA PLATA COUNTY, COLORADO

Contract: _____

CBI Claim Waived by Company in
Communication dated 11/5/2010

Confidential
Business Information

EXHIBIT U

9.4 Meters: Except as otherwise provided herein, Gas received by Gatherer at the Receipt Point(s) shall be measured and recorded by measurement equipment installed, operated, and maintained by Gatherer. Gas Delivered by Gatherer at the Delivery Point(s) shall be measured by measurement equipment installed, operated, and maintained by Gatherer, or the downstream party at such Delivery Point(s). Orifice meters shall be used for measurement and shall be configured, installed, and operated in accordance with the specifications prescribed in API Chapter 14, Section 3, "Manual of Petroleum Measurement Standards - Natural Gas Fluids Measurement," Third Edition, dated September 1990, and any subsequent modification and amendment thereof. Gatherer may, at its discretion, utilize electronic Gas measurement equipment as long as it is designed and operated in accordance with industry standards. Calibration and adjustment of meters and changing of charts shall be done only by the party owning and operating the measurement facilities unless otherwise agreed to in writing by the parties hereto.

9.7 Notice of Equipment Tests: Gatherer shall give adequate notice to Shipper of the time and location of all tests of Gas received hereunder or of any equipment used in measuring or determining the nature or quality of such Gas, in order that Shipper may have its representative present. If Shipper is reasonably not satisfied with any such Gas test, it shall so notify Gatherer and Gatherer shall perform such retests as may be necessary to assure an accurate test. The cost of such retest shall be borne by Shipper. For a retest of the equipment used for measuring or determining the quality of the Gas, if the retest shows greater than a two percent (2%) error, Gatherer shall bear the costs of such test.

9.8 Check Meters: Shipper may install and operate check meters at its option and expense to check with Gatherer's primary measurement equipment, but measurement of Gas shall at all times be by the measurement equipment of the parties identified in Article 9.4 except as referenced in Article 9.9b. Such check meters shall be installed so as not to interfere with the operation of Gatherer's primary measurement equipment.

13.3 Shipper's Liability for Possession and Control of Gas: As between Shipper and Gatherer hereto, Shipper will be in control and possession of the Gas deliverable hereunder until such Gas is delivered at a Receipt Point and following its Delivery by Gatherer to a Delivery Point, and will be fully responsible and liable for any and all damages, claims, or actions, including injury to and death of

CBI Claim Waived by Company in
Communication Dated 11/5/2010

persons and property damage caused or resulting from the operation of Shipper's handling of said Gas while in its control and possession, and Shipper agrees to indemnify and hold Gatherer harmless with the respect thereto.

13.4 Gatherer's Liability for Possession and Control of Gas: As between Gatherer and Shipper hereto, Gatherer will be in control and possession of the Gas from and after the Gas is Received at the inlet of a Receipt Point(s) until it is delivered at the designated Delivery Point, and will be fully responsible and liable for any and all damages, claims, or actions, including injury to and death of persons and property damage caused or resulting from the operation of the System and Gatherer's handling of said Gas while in its control and possession, and Gatherer agrees to indemnify and hold Shipper harmless with respect thereto.