

RECEIVED MAR 08 1990

CONTRACT
BETWEEN
REGIONAL CITIZENS ADVISORY COMMITTEE
AND
ALYESKA PIPELINE SERVICE COMPANY

February 8, 1990

CONTRACT

February, 1990

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CONTRACT

This Contract (the "Contract") is made as of the 8th day of February, 1990 between Regional Citizens Advisory Committee, Inc., an Alaska corporation (the "Committee" or "RCAC") and Alyeska Pipeline Service Company, a Delaware corporation ("Alyeska"), for itself and as agent for Amerada Hess Pipeline Corp., ARCO Pipe Line Co., BP Pipelines (Alaska), Inc., Exxon Pipeline Co., Mobil Alaska Pipeline Co., Phillips Alaska Pipeline Corp., and Unocal Pipeline Co. (collectively, the "Owners").

R E C I T A L S

1. Alyeska commits that in its Prince William Sound Tanker Spill Prevention and Response Plan (the "Plan") it will include provisions to coordinate with a citizen advisory committee organized to provide local involvement in the development, and ongoing implementation of that plan.

2. Alyeska promises, subject to the conditions set forth herein, to support the citizens' advisory process to include monitoring and advisory functions respecting actual and potential environmental impacts of Valdez Marine Terminal (the "Terminal") and oil tanker operations; oil spill prevention, safety, and emergency response; and, to the extent of Alyeska's ability to influence such matters, port operations and Prince William Sound vessel traffic systems.

3. The Committee is willing to participate in the citizens' advisory process for the public and Alyeska on a permanent basis only on the conditions that it be truly independent from Alyeska and that Alyeska provide the Committee with a permanent source of adequate funding.

A G R E E M E N T S

In consideration of the mutual obligations contained herein, Alyeska and the Committee agree to the following:

ARTICLE I - INDEPENDENCE OF THE COMMITTEE

1.1 **Independence of Committee.** The independence, and public perception of independence, of the Committee is of overriding importance to the Committee in fulfilling its functions and in meeting public needs. This Contract shall be interpreted in such a way as to promote the independence, both actual and perceived, of the Committee from Alyeska.

1.2 **Legal Autonomy.** In order to enhance the legal and political autonomy of the Committee, it shall be formed as a nonprofit corporation. Alyeska shall have no right to be a member, to have representatives on the board of directors, or to have any degree of control over the formation or operation of the corporation.

1.3 **Other Activities.** The Committee is free to engage in activities outside of its contractual obligations to Alyeska; provided, however, that any such activities shall not be paid for by funds provided by Alyeska.

ARTICLE II – SCOPE OF SERVICES

2.1 Services Provided. The Committee shall provide the following services to the public and Alyeska:

- a. Provide local and regional input, review and monitoring of Alyeska oil spill response and prevention plans and capabilities, environmental protection capabilities, and actual and potential environmental impacts of Terminal and tanker operations;
- b. Increase public awareness of Alyeska oil spill response and prevention capabilities, environmental protection capabilities, and actual and potential environmental impacts of Terminal and tanker operations;
- c. Provide input into monitoring and assessing the environmental, social, and economic consequences of any oil related accidents and actual or potential environmental impacts in or near Prince William Sound; provided, that no Alyeska funding shall be used for such monitoring or assessing specifically in support of litigation against Alyeska;
- d. Provide local and regional input into the design of appropriate mitigation measures for potential consequences likely to occur as a result of oil or environmental related accidents or impacts of Terminal and tanker operations;

- e. Provide recommendations, to which Alyeska will respond in a timely manner, and participate in:
 - (1) the continuing development of the Plan;
 - (2) annual plan review;
 - (3) the periodic review of operations under the Plan, including training and conducting exercises;
 - (4) the input into selection of research and development projects;
 - (5) the review of other important issues related to marine oil spill prevention and response concerns that are not obvious at this time; and
 - (6) the review of other concerns agreed upon by the Committee regarding actual or potential environmental impacts of Terminal or tanker operations; and
- f. Fulfill all responsibilities and duties of the citizens advisory committee as set forth in Exhibit A attached hereto, which Alyeska agrees to incorporate in the Plan, and all amendments thereto.
- g. To the extent possible, to avoid unnecessary duplication, the Committee shall coordinate its work with the scientific work performed by or on behalf of Alyeska, operators of crude oil tankers,

and government agencies. However, this shall not preclude the Committee from conducting independent work to confirm, verify or test work performed by others.

- h. The function of the Committee under this Contract is not regulatory, but is advisory only.

2.2 **Eligible Projects.** The Committee may use all funding provided by Alyeska only to engage in any or all activities authorized expressly or by implication by this Contract. Without in any way limiting the foregoing, it is specifically agreed that Alyeska-provided funds may be used for socio-economic studies of potential human impacts of any future spills or accidents in or near Prince William Sound. Alyeska-provided funds may not, however, be used for attorney's fees, litigation consultants or witnesses, studies specifically undertaken for purposes of litigation, expert witnesses, or other litigation costs in connection with litigation against Alyeska or the TAPS Owners, or for any litigation arising out of the Exxon Valdez oil spill of 1989; provided, however, that the Committee may use Alyeska-provided funds for purposes of litigation or arbitration with Alyeska respecting disputes over the interpretation or performance of this Contract.

ARTICLE III - TERM AND FUNDING

3.1 **Term.** The term of this Contract shall commence on the effective date first indicated above and shall continue so long

as oil continues to flow through the Trans Alaska Pipeline System ("TAPS") and thereafter until the Owners' obligation to remove improvements and equipment from the Terminal premises is complete pursuant to the Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline.

3.2 **Termination**. a. The Committee may terminate this Contract, without penalty and for any or no cause, upon 90 days notice to Alyeska.

b. Except as may be specifically provided elsewhere in this Contract, Alyeska shall have the right to terminate this Contract only in the event that:

(1) (a) there has been a determination by an arbitration panel (or a court if the Committee rejects arbitration) that the Committee has failed in material respects to perform its services or obligations under this Contract, or has materially misused Alyeska provided funding, (b) the arbitration panel (or court) has established a reasonable time in which the Committee may cure the failure or remedy the misuse of funds, and (c) the arbitration panel (or court) subsequently finds that the Committee has not cured the failure or remedied the misuse of funds within the time allowed; or

(2) the composition of the membership or Board of Directors of the Committee ceases at any

time to be broadly representative of the communities in the vicinity of Prince William Sound, Alaska Native organizations the members of which reside in the vicinity, commercial fishing organizations the members of which depend on the fisheries resources in the vicinity, aquaculture associations in the vicinity, and environmental organizations the members of which reside in the vicinity. Before exercising this right of termination Alyeska must notify the Committee of its intent to terminate, and afford the Committee 90 days in which to restore its broadly representative composition. If within the 90 days the Committee successfully restores the broadly representative composition described above, Alyeska shall not terminate the Contract. The Committee shall not be considered broadly representative of the above interests if it does not include as members the cities of Valdez, Cordova, Seward, Homer, Kodiak, Whittier and Seldovia, the Kenai Peninsula Borough, the Kodiak Island Borough, Chugach Alaska Corp., a commercial fishing organization, an environmental organization and an aquaculture organization, unless the failure to include any such member is for good cause and the remaining membership continues to exhibit a

regional character, broadly representative of the communities and residents in the vicinity of Prince William Sound and the users of natural resources in the vicinity. Good cause shall include, but not be limited to, the failure or refusal of any of the named members to participate in the Committee.

3.3 **Funding.** a. Subject to Subsection 3.3.b below, Alyeska shall provide to the Committee a minimum of \$2,000,000 per year (the "Base Funding") for operations, technical studies, and expert support beginning January 1, 1990 or as soon thereafter as this Contract is executed. On January 1, 1991, and on the first day of each year thereafter during the term of this Contract, the Base Funding shall annually be adjusted upward for inflation by a percentage equal to the percentage increase in the Consumer Price Index for All Consumers, Anchorage, Alaska, for the twelve month period ending in July of the previous calendar year. The Base Funding shall be paid in two equal installments on the first business day of January and July each calendar year during the term of this Contract.

b. At the end of the third year of the Contract, and thereafter at the end of every third year, the parties shall meet to review in good faith the level of Base Funding specified herein and determine whether the level of Base Funding should be adjusted. In making this determination the parties will consider past levels of expenditure by the Committee and Committee plans

for the next three years, including projected expenditures and the benefits anticipated to result from those expenditures. If the parties cannot agree, the issue may be submitted to arbitration or litigation in accordance with Section 7.1; provided, however, that the arbitrator or the court shall have no authority to increase or decrease the Base Funding level by more than 50% of the then-existing Base Funding level.

c. Alyeska will consider in good faith whether to provide supplemental funding ("Supplemental Funding") for special studies, including research and development, or other projects proposed by the Committee. Alyeska's decision whether to provide Supplemental Funding shall be final, and not subject to arbitration or litigation.

d. The amount of any funds found by an arbitrator (or a court if the Committee so elects) to have been misused by the Committee shall be deducted from funds otherwise payable hereunder, or repaid to Alyeska.

e. Any unspent and unencumbered Alyeska-provided funds remaining at the termination of this Contract shall be returned to Alyeska. Alyeska will indemnify the Committee from any federal or state tax burden on the Committee that may result from the return of such funds.

f. The Committee shall be allowed to obtain funding from sources independent of Alyeska ("Independent Funding"); provided, however, that the Committee shall separately account for the receipt and use of such funds.

3.4 **Audit.** The Committee's performance of services under this Contract shall be subject to audit by Alyeska at all reasonable times during the term of this Contract and continuing for a period of one year following the end of such term. The Committee shall make available to Alyeska or its auditors, upon request and reasonable notice, all employees, directors, consultants and contractors of the Committee, and all non-privileged records and documents, related to this Contract, the Committee's performance of services hereunder or the use of Alyeska-provided funds.

ARTICLE IV - SPECIAL ALYESKA OBLIGATIONS

4.1 **Access.** a. **Information.** The Committee, its staff and consultants shall have access to such Alyeska records and documents as may be reasonably necessary to enable the Committee to perform its duties hereunder, including records pertaining to tankers; provided, however, that unless Alyeska otherwise agrees, the Committee's right of access shall not be broader than that enjoyed by ADEC, EPA or other governmental agencies having regulatory authority under applicable statutes and regulations; and provided further that the Committee shall not be entitled to obtain confidential personnel records, records protected by the attorney-client privilege, records which are protected as confidential or privileged by state or federal law, or confidential records the disclosure of which might harm the competitive position of Alyeska or the TAPS Owners. The foregoing shall not

preclude the sharing of confidential or proprietary information pursuant to a separate confidentiality agreement negotiated by the parties. Records or documents not privileged or confidential by law, but intended by Alyeska management, when created or commissioned, to be confidential, shall be provided to the Committee only on reasonable terms, to be negotiated in a separate agreement between the parties, intended to insure the continued confidentiality of such records and documents. Alyeska shall provide access to documents and records with reasonable promptness.

b. Facilities. The Committee, its staff and consultants shall be afforded such access to Terminal facilities as may be reasonably necessary to enable the Committee to perform its duties hereunder; provided, however, that reasonable advance notice shall be given of the desire for access and the parts of the Terminal to be visited, that all visitors shall comply with all Alyeska safety rules and be accompanied at all times by an Alyeska representative, and that the number of visitors shall be limited to that reasonably necessary to accomplish the purpose of the visit. For purposes of this paragraph, "Terminal facilities" includes the SERVUS facilities, oil spill response vessels, other locations used for purposes of emergency response to oil spill or environmental pollution incidents occurring in or near Prince William Sound, and other locations in Port Valdez or Prince William Sound used for Terminal or tanker operations.

For the purpose of observing Alyeska's response and otherwise performing its functions hereunder, reasonable access shall be afforded Committee representatives during times of environmental emergency, such as oil spills, significant pollution incidents, or other actual or threatened major environmental harm, to the extent this can be done without hampering Alyeska's response actions or compromising the safety of the Committee representatives.

c. Tankers. Upon request, Alyeska shall make all reasonable efforts to seek from tanker owners and operators such additional information as may be necessary to enable the Committee to accomplish its duties and functions under this Contract. Upon request, Alyeska shall use its best efforts to arrange for Committee, its staff and consultants to have such reasonable access to tankers calling at Alyeska as may be necessary to enable the Committee to accomplish its duties and functions, including continuous access for monitoring purposes.

d. General. The Committee shall, as necessary and appropriate to perform its duties and functions hereunder, be allowed to photograph or videotape visits to the Terminal facilities, provided this does not interfere with safe operations.

4.2 Alyeska Representative. Alyeska shall provide as a liaison to the Committee the President of Alyeska or a representative fully empowered to act in his stead.

4.3 Amendment of the Plan. In order to assure the permanency of function and funding for the Committee, Alyeska

shall not voluntarily repeal, rewrite or otherwise modify the terms, application or effect of Exhibit A, to be included in the Plan, or the equivalent section of any successor plan, without the written consent of the Committee.

4.4 **Alyeska Response.** Alyeska shall provide the Committee a complete response to all written advice, recommendations or other input from the Committee, to which the Committee formally requests a response, within a reasonable time after it is given to Alyeska. If Alyeska cannot provide a complete response within ten business days, it shall within ten business days of the request notify the Committee as to when it will make a complete response.

ARTICLE V - EFFECT OF STATUTES

5.1 **Effect of Passage of Statutes.** Should the federal or state government enact legislation requiring formation of a citizens' advisory or oversight group, to provide input regarding Terminal and tanker operations and oil spill response planning in Prince William Sound, which is comprised in substantial part of members of the public who reside in or work in Prince William Sound or in nearby areas that might be damaged by oil spills in Prince William Sound, (the "impact area"), or representatives of groups or organizations having members who reside in or work in the impact area, or representatives of groups or organizations which represent the interests of parties who might suffer loss or damage, tangible or intangible, as a result of oil spills in

Prince William Sound or environmental pollution from Terminal or tanker operations, the Committee may seek to qualify under such legislation as the required advisory or oversight group, or as a lawful alternative thereto. If so, Alyeska shall use its best efforts to cooperate with the Committee and to assist it to so qualify. Should the Committee so qualify, and choose to seek any funding provided from other sources pursuant to such legislation, such funding shall be credited against Alyeska's Base Funding obligation hereunder; the parties' other obligations hereunder, if broader in scope than such legislation, would remain in effect unless in conflict therewith. Alyeska and the Committee agree, however, that if the Committee fails to so qualify or chooses not to seek such qualification, they will enter in good faith into negotiations regarding the scope of services provided under this Contract, the level of funding therefor by Alyeska, and the need for and appropriateness of modifications to other terms of this Contract. The Parties shall take into account whether any other group established pursuant to such legislation is comprised in substantial part of persons who are representative of residents of the impact area or representatives of organizations which represent the interests of people who live or work in the area or might be damaged by oil spills or pollution from Terminal or tanker operations; whether the functions of the Committee under this Contract substantially duplicate functions performed by the other advisory or oversight group; and the extent to which Alyeska's obligations to the other group are similar to its obligations hereunder.

ARTICLE VI - INDEMNITY, LIABILITY AND ESTOPPEL

6.1 **Indemnity.** Alyeska shall indemnify and hold harmless the Committee, its members, directors, employees and agents from costs, damages, legal fees and other liabilities resulting from advice given pursuant to this Contract.

6.2 **Exculpation of Committee.** The Committee does not have, and shall not assume, by reason of this Contract or by reason of any action or inaction taken in furtherance of its functions, any responsibility or liability for any possible inadequacies in any plan, or any past, present, or future acts or omissions of Alyeska or tankers calling at Alyeska.

6.3 **Members, Directors, Officers and Employees Not Liable.** No director, officer, employee, contractor, agent or member of Regional Citizens Advisory Committee, Inc., shall be individually liable for the performance of any term or condition of this Contract, or for damages in the event of the Committee's breach of this Contract, unless such are caused by the fraudulent actions of the party against whom recovery is sought.

6.4 **Estoppel.** No advice given, no statement made, and no position taken by any voting director of the Committee or its members or their representatives or agents in the performance of obligations under this Contract shall be grounds for estopping the voting director or the Committee's members or their representatives or agents from seeking damages or any other form of relief.

6.5 Alyeska as Agent for Owner Companies. In entering into this Contract, Alyeska Pipeline Service Company is acting on its own behalf and as agent on behalf of each of the owners of TAPS, which are listed above or their successors or assigns.

ARTICLE VII - REMEDIES

7.1 Arbitration. Except as otherwise provided herein, any dispute between the Committee and Alyeska with respect to any provision of this Contract or the rights and obligations of the parties hereunder shall be submitted to arbitration in accordance with the provisions of this paragraph, unless within fifteen days of receipt of a request by Alyeska for arbitration the Committee notifies Alyeska that it rejects arbitration in favor of litigation.

a. Consent Panel. The party desiring arbitration of a dispute shall give written notice to that effect to the other party specifying in such notice the name, address and occupation of a person to serve as an arbitrator on its behalf. Within fifteen days after receipt of such notice the other party shall give written notice to the first party specifying the name, address and occupation of a person designated to serve as an arbitrator on its behalf.

If neither party has objected to the other's designation within fifteen days after the notice by the second party of its designation of an arbitrator, then the two chosen arbitrators (called the "consent panel") shall

select a third person agreeable to both to become the third member of the consent panel. The consent panel may utilize informal techniques and hold informal hearings without reference or adherence to the rules or procedures of the American Arbitration Association. Promptly and within thirty days of concluding any proceeding the consent panel shall render its written decision. It is the intent of this subparagraph to provide for a speedy and inexpensive resolution of disputes, provided the parties consent to such a procedure.

b. Formal Arbitration. If either party makes timely objection to the other party's designee for the consent panel pursuant to subparagraph (a) above, or the first party initially decides not to use the consent panel procedure, then the party demanding arbitration shall promptly refer the dispute to the American Arbitration Association for disposition in accordance with the then existing rules of the American Arbitration Association applicable to contract disputes.

c. Arbitration Awards. Any award, by either a consent panel or a formal arbitration panel, shall be enforceable in accordance with Alaska Statutes.

7.2 Remedies for Breach. Because the specific obligations of Alyeska under this Contract are of the utmost importance to the Committee, and constitute the only consideration for which the Committee would undertake to enter into a contract to provide

services of the nature set forth in this Contract, it is agreed that the Committee shall be entitled to specific performance of the obligations of Alyeska under this Contract, and any arbitrator or court is authorized to order specific performance of the provisions hereof. This remedy of specific performance shall be in addition to any other right or remedy of the parties available by statute, common law or otherwise.

7.3 **Attorneys' Fees and Costs.** If the Committee is the prevailing party in any arbitration or court proceeding brought to enforce or determine rights and obligations under this Contract, the court or arbitrator shall award the Committee reasonable actual attorneys fees and costs. The Committee shall in no case be obligated to pay Alyeska's attorneys fees and costs.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Contract, and no one except the parties hereto shall have any right to enforce this Contract.

8.2 **Miscellaneous Provisions.**

a. **No Waiver of Breach.** No failure by either party to insist upon the strict performance by the other of any term or provision of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms or provisions. No waiver of any breach shall affect or alter this Contract, but each and every term and provision of this Contract shall continue in full force

and effect with respect to any other then existing or subsequent breach.

b. Time of Essence. Time is of the essence of this Contract and of each provision.

c. Computation of Time. The time in which any act provided by this Contract is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded.

d. Successors in Interest. Each and all of the terms and provisions in this Contract shall inure to the benefit of and shall be binding upon the successor in interest of Committee and Alyeska.

e. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the matters covered by this Contract, and no other agreement, statement or promise made by any party which is not contained in the Contract shall be binding or valid

f. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

g. Choice of Venue. Any lawsuit concerning this Contract shall be brought in a court of competent jurisdiction in the Third Judicial District, State of Alaska.

h. Partial Invalidity. If any provision of the Contract is held by a court of competent jurisdiction to be

invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that if in the judgment of the Committee any holding of partial invalidity renders further performance under this Contract undesirable, then the Committee shall have the option to terminate this Contract at any time without penalty.

i. Relationship of Parties. Nothing contained in this Contract shall be deemed or construed by the parties or by any third person to create the relationship of parent and subsidiary, principal and agent, partnership, joint venture, or of any association between the Committee and Alyeska; and no provisions contained in this Contract or any acts of the parties shall be deemed to create any relationship between the Committee and Alyeska other than the relationship of parties to this Contract.

j. Number and Gender. In this Contract, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, municipality, partnership, firm or association wherever the context so requires.

k. Mandatory and Permissive. "Shall", "will" and "agrees" are mandatory; "may" is permissive.

l. Captions. Captions of the articles, paragraphs and subparagraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way

be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

m. Amendment. This Contract is not subject to amendment except in writing executed by both parties hereto.

n. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person, telecopied or sent by mail, certified or registered, postage prepaid, to the addresses stated in the succeeding subparagraph and to such other persons and addresses as either party may designate by notice to the other. Notice shall be deemed to have been given at the time of mailing.

o. Notices. All notices, demands, and requests from Alyeska to the Committee shall be given to the Committee at the following address:

Ann Rothe
President
Regional Citizens Advisory Committee
c/o National Wildlife Federation
750 West Second Ave., Suite 200
Anchorage, Alaska 99501

Facsimile Number: (907) 258-4811

All notices, demands or requests from the Committee to Alyeska shall be given to Alyeska at the following address:

Jim Hermiller
President
Alyeska Pipeline Service Company
1835 S. Bragaw Street
Anchorage, Alaska 99512

Facsimile Number: (907) 265-8983

p. Change of Address. Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this paragraph.

g. Good Faith and Fair Dealing. Each party shall act in good faith and deal fairly with the other in the interpretation and performance of the provisions of this Contract.

8.3 TAPS Owner Authority. Alyeska warrants to the Committee that it has all necessary authority from TAPS owners to enter into this Contract, and that this Contract is valid and binding on Alyeska and the TAPS owners and enforceable according to its terms.

Executed by the parties on the dates indicated below.

Alyeska Pipeline Service
Company

Date Feb. 8, 1990

By: James B Hemmiller *att*
Its President

Regional Citizens Advisory
Committee, Inc.

Date Feb. 8, 1990

By: [Signature]
Its President and Representing
National Wildlife Federation

and its members:

Date: 2-8-1990

By: [Signature]
Representing: City of Seward

Date: February 8, 1990

By: [Signature]
Representing: Cordova District
Fishermen United

Date: 2-8-90

By: [Signature]
Representing: Prince William
Sound Aquaculture Corporation

Date: 2/7/90

By: Robert B Broche
Representing: City of Kodiak

Date: 2/13/90

By: James N Butler Jr
Representing: Kenai Peninsula
Borough

Date: 3-16-90

By: Cheryl Christensen
Representing: Kodiak Village
Mayors Association

Date: 2/9/90

By: Regina Bush
Representing: City of Whittier

Date: 2-8-90

By: Kurt Nordhoff
Representing: Chugach Alaska
Corporation

Date: Feb. 8 1990

By: L. L. Ralston
Representing: City of Seldovia

Date: 2/8/90

By: Wayne Robinson
Representing: Kodiak Island Borough

Date: 2-8-90

By: Marge Tillion
Representing: City of Homer

Date: 2-8-90

By: Frederick Dwell
Representing: City of Cordova

Date: 2-8-90

By: William M. Walker
Representing: City of Valdez

Date: 3/6/90

By: Jason C Wells
Representing: City of Valdez

EXHIBIT A
TO
CONTRACT BETWEEN REGIONAL CITIZENS ADVISORY COMMITTEE
AND ALYESKA PIPELINE SERVICE COMPANY

FOR INCLUSION IN ALYESKA'S PRINCE WILLIAM SOUND
TANKER SPILL PREVENTION AND RESPONSE PLAN

An active Regional Citizens Advisory Committee (RCAC) is important to the success of this plan. The RCAC will provide recommendations to which Alyeska will respond in a timely manner, and participate in:

1. the continuing development of the Tanker Spill Prevention and Response Plan for the Prince William Sound;
2. annual plan review;
3. the periodic review of operations under the plan, including training and conducting exercises;
4. the input to selection of Plan-related research and development projects;
5. the review of other important issues related to marine oil spill prevention and response concerns that are not obvious at this time; and
6. the review of other concerns agreed upon by the citizens advisory committee.