

manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

E. Availability of Reports

Except for data determined to be confidential under 40 CFR 2, all reports prepared in accordance with this permit shall be available for public inspection at the offices of the state water pollution control agency and the Director. As required by the Act, permit applications, permits, Best Management Practices Plans, Mud Plans, and effluent data shall not be considered confidential.

F. Inspection and Entry

The Permittee shall allow the Director, or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
4. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

G. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties to which the Permittee is or may be subject under Section 311 of the Act.

H. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

I. Severability

The provisions of this permit are severable. If any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

J. Transfers

This permit may be automatically transferred to a new Permittee if:

1. The current Permittee notifies the Director at least 30 days in advance of the proposed transfer date;
2. The notice includes a written agreement between the existing and new Permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and
3. The Director does not notify the existing Permittee and the proposed new Permittee of his or her intent to modify, or revoke and reissue the permit.

If the notice described in paragraph 3 above is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph 2 above.

K. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Act.

L. Reopener Clause

1. This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Act, as amended, if the effluent standard, limitation, or requirement so issued or approved:

- a. Contains different conditions or is otherwise more stringent than any condition in the permit; or
 - b. Controls any pollutant or disposal method not addressed in the permit.
- The permit as modified or reissued under this paragraph shall also contain any other requirements of the Act then applicable.

2. This permit may be reopened to adjust any effluent limitations if future water quality studies, waste load allocation determinations, or changes in water quality standards show the need for different requirements.

VII. Definitions

1. "AAS" means atomic absorption spectrophotometry.
2. "Acute toxic unit (TU_a)" is a measure of acute toxicity. The number of acute toxic units in the effluent is calculated as 100/LC50, where the LC50 is measured in percent effluent.
3. "ADEC" means the Alaska Department of Environmental Conservation.
4. "Average monthly discharge limitation" means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
5. "Ballast water" means harbor or seawater added or removed to maintain the proper ballast floater level and ship draft.
6. "bbl/hr" means barrels per hour. One barrel equals 42 gallons.
7. "Bilge water" means water which collects in the lower internal parts of the drilling vessel hull.
8. "Biocide" means any chemical agent used for controlling the growth of or destroying nuisance organisms (e.g., bacteria, algae, and fungi).
9. "Blowout preventer fluid" means fluid used to actuate hydraulic equipment on the blowout preventer.
10. "BOD" means biochemical oxygen demand.
11. "Boiler blowdown" means the discharge of water and minerals drained from boiler drums.
12. "Bulk discharge" means the discharge of more than 100 barrels in a one-hour period.
13. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
14. "Cd" means cadmium.
15. "Chronic toxic unit (TU_c)" is a measure of chronic toxicity. The number of chronic toxic units in the effluent is calculated as 100/NOEC, where the NOEC is measured in percent effluent.
16. "COD" means chemical oxygen demand.
17. "Completion fluid" means salt solutions, weighted brines, polymers, and various additives used to prevent damage to the wellbore during operations which prepare the drilled well for hydrocarbon production.
18. "Composite sample" for oil and grease analysis means a set of four individual grab samples taken a minimum of two hours apart within a 24-hour period. The samples shall be of equal size and of not less than 100 ml each. They shall be collected and stored