



# TERMINAL RULES AND REGULATIONS

**MVP Terminalling, LLC**

**3449 Pasadena Freeway  
Pasadena, Texas 77503**

Rev. Sept/2023.2





# TABLE OF CONTENTS

<b>Section 1 – Introduction &amp; General Terms and Conditions of Use .....</b>	<b>4</b>
<i>INTRODUCTION .....</i>	4
<i>GENERAL INFORMATION.....</i>	4
<i>ACCESS .....</i>	6
<i>SAFE BERTH.....</i>	6
<i>VESSEL WARRANTIES.....</i>	6
<i>REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS.....</i>	6
<i>LIMITATIONS.....</i>	7
<i>COMPLIANCE WITH LAWS AND REGULATIONS.....</i>	7
<i>VESSEL AND USER LIABILITY; RESPONSIBILITY AND INDEMNIFICATION .....</i>	7
<i>VESSEL AND USER INSURANCE.....</i>	8
<i>GOVERNING LAW, JURISDICTION AND VENUE.....</i>	9
<i>CHANGES AND INTERPRETATION .....</i>	10
<i>SEVERABILITY.....</i>	10
<i>ASSIGNMENT .....</i>	11
<i>NOTICES .....</i>	11
<i>KEY CONTACTS.....</i>	12
<b>Section 2 – Dock &amp; Mooring Information .....</b>	<b>13</b>
<i>DOCK INFORMATION.....</i>	14
<i>MOORING INFORMATION.....</i>	15
<i>CARGO TRANSFER FACILITIES.....</i>	15
<i>PRODUCTS HANDLED .....</i>	16
<b>Section 3 – Application for Berth &amp; Vessel Communications.....</b>	<b>16</b>
<i>PRE-ARRIVAL QUESTIONNAIRE .....</i>	16
<i>COMMUNICATIONS WHILE AT BERTH .....</i>	17
<b>Section 4 – Vessel Operations .....</b>	<b>17</b>
<i>PRE-ARRIVAL INSPECTIONS.....</i>	17
<i>ASSIST TUG REQUIREMENTS.....</i>	17
<i>MINIMUM MOORING REQUIREMENTS PER BERTH AND TYPICAL MOORING DIAGRAMS PER BERTH.....</i>	18
<i>LINE HANDLING PROCEDURES .....</i>	19
<i>BERTHING MANEUVERS/APPROACH SPEEDS.....</i>	19



GANGWAYS .....	19
GARBAGE AND SLOPS DISPOSAL PROCEDURES .....	20
BUNKERING .....	20
<b>Section 5 – Emergency Procedures.....</b>	<b>21</b>
GENERAL EMERGENCY PROCEDURES .....	21
EMERGENCY CONDITIONS.....	21
PROCEDURE FOR OIL SPILL.....	22
PROCEDURE FOR FIRE ON VESSEL.....	22
PROCEDURE FOR FIRE ON DOCK OR NEARBY VESSEL .....	23
VESSEL FIRE FIGHTING EQUIPMENT .....	23
TERMINAL FIRE FIGHTING EQUIPMENT.....	23
PRIMARY EVACUATION ROUTE .....	23
PROCEDURE FOR COLLISION/DAMAGE TO BERTH.....	24
PROCEDURE FOR MEDICAL EMERGENCY.....	24
<b>Section 6 – Safety, Security, &amp; Environmental.....</b>	<b>24</b>
REGULATIONS & REQUIREMENTS.....	24
PPE REQUIREMENTS.....	25
TERMINAL ACCESS/CREW TO SHORE.....	26
VESSEL/TERMINAL SECURITY INTERFACE (DECLARATION OF SECURITY).....	26
REQUIREMENTS FOR ENTRANCE TO THE TERMINAL .....	26
DRUG, ALCOHOL, FIREARMS POLICY .....	27
SMOKING .....	27
PORTABLE ELECTRONIC EQUIPMENT AND OPEN LIGHTS .....	27
REPAIRS AND MAINTENANCE WHILE ALONGSIDE THE TERMINAL.....	28
PROVISIONS AND STORES (OTHER CRAFT ALONGSIDE).....	28
SAFETY DATA SHEETS .....	29
<b>Section 7 – Terminal Operational Information .....</b>	<b>29</b>
PRE-TRANSFER CONFERENCE.....	29
DECLARATION OF INSPECTION (DOI) and SHIP SHORE SAFETY CHECKLIST (SSSCL) .....	29
BALLASTING.....	29
CARGO TRANSFER OPERATIONS .....	29
MARINE VAPOR CONTROL SYSTEM .....	30
ENVIRONMENTAL LIMITS.....	31



*WIND*..... 31

*LIGHTNING* ..... 31

*FREEZING* ..... 31

*TANK CLEANING AND TANK ENTRY* ..... 31

*INERT GAS SYSTEMS (IF FITTED)*..... 31

*SURVEYORS/SAMPLING AND GAUGING* ..... 32

*POLLUTION PREVENTION* ..... 32

*PREPARING TO TRANSFER CARGO* ..... 32

*TRANSFERRING OF CARGO* ..... 33

*CARGO TRANSFER COMPLETION* ..... 34

*PRE-DEPARTURE INSPECTION* ..... 34

*EMERGENCY SHUTDOWN OPERATIONS* ..... 34

*RESPONSE TO AN ACTUAL OR THREATENED POLLUTION EVENT* ..... 34

**Appendices**

- Appendix A – Pre-Arrival Questionnaire**
- Appendix B – Operational Vessel Charge Form**
- Appendix C – Minimum Mooring Requirements**



## **Section 1 – Introduction & General Terms and Conditions of Use**

### **WELCOME TO PASADENA, TEXAS**

#### **INTRODUCTION**

These Terminal Rules and Regulations (the “Rules and Regulations”) are addressed and shall apply to all Masters, owners, operators, and agents of all ocean-going vessels, inland towing vessels, barges, and all other vessels, as applicable (collectively, “Vessels,” or singularly, the “Vessel”), and any contractors or sub-contractors thereof, calling at or otherwise doing business at the MVP Terminalling, LLC terminal located in Pasadena, Texas (the “Terminal”), as described in these Rules and Regulations. Any such individual, entity, or Vessel, along with the employees, contractors, subcontractors, representatives, agents, or assigns thereof, calling or otherwise doing business at the Terminal is sometimes referred to herein as a “User,” except that the term “User,” for purposes of these Rules and Regulations, shall not include any customer, individual, or entity that has entered into and remains a signatory and contractual counterparty to a Terminalling Agreement with MVP, as that term is defined below.

Use of the Terminal constitutes conclusive evidence of an agreement on the part of the User to accept and be covered and bound by these Rules and Regulations. MVP Terminalling, LLC and its operator, Magellan Operating Company, LLC, reserve all rights and remedies that they may have for non-compliance by any Vessel, or any other party, with any of the provisions set forth in these Rules and Regulations. Magellan Operating Company, LLC has the discretion to exercise MVP’s rights and remedies for a Vessel’s non-compliance with the Rules and Regulations. For purposes of these Rules and Regulations, MVP and Magellan Operating Company, LLC, together with their officers, directors, employees, agents, subcontractors, contractors, assigns, and invitees are referred to, collectively, as “MVP.”

Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal shall be subject to the prior approval of MVP, which reserves the right to deny access and/or use of the Terminal and/or to provide any services solely at its discretion, including during changes in the applicable maritime security level, river or water conditions, other weather events, or other emergencies.

#### **GENERAL INFORMATION**

The Terminal is located at the following physical address:

**MVP Terminalling, LLC  
3449 Pasadena Freeway  
Pasadena, Texas 77503**

The Terminal berth is located at the following GPS coordinates:

**29° 44'18.70"N / 95° 09'34"W**

Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and MVP is not a marine terminal operator as defined by the Shipping Act of 1984, as amended. Common carriers by water (such as liners), as defined by the Shipping Act of 1984, as amended, will not be accepted for loading or



unloading at the Terminal. Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by MVP for berthing at the Terminal.

Any Vessel calling at the Terminal is responsible for: (a) the condition of the Vessel, (b) the safe conduct of all operations onboard the Vessel, (c) compliance with all federal, state, and local laws, rules, and regulations, and (d) compliance with all rules and regulations contained within these Rules and Regulations.

**WHILE MVP BELIEVES THAT THE DATA AND INFORMATION HEREIN IS ACCURATE AT THE TIME OF ISSUANCE, AND THAT THE RULES AND REGULATIONS CITED ARE COMPLETE, MVP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE VALIDITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THESE RULES AND REGULATIONS. IT IS THE RESPONSIBILITY OF THE USER TO BE FAMILIAR WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.**

Vessels calling at the Terminal are required to maintain a copy of these Rules and Regulations on board in a readily accessible manner. These Rules and Regulations are the property of MVP and shall not be duplicated without the written authorization of MVP.

This information shall not relieve any Vessel or User of the responsibility to safely dock, moor, and sail the Vessel and to use whatever assistance over and above these requirements that may be necessary. This information does, however, represent the minimum requirements for the Terminal. Dock personnel will have authority in seeing that these requirements are met.

Any Vessel or User, while at the Terminal, shall have adequate knowledge of these Rules and Regulations, as well as all applicable local, state, and federal regulations as they pertain to ship-to-shore transfers, and ensure that all crew members, vendors, line handlers, as well as contractors and visitors are fully informed of these requirements. Vessels that do not comply with these Rules and Regulations may not be permitted to dock or may be asked by MVP to immediately disconnect and leave the Terminal.

The owner and/or the operator of the Vessel, as well as the Master of each Vessel using the Terminal, is responsible for the condition of that Vessel, and the Master shall be responsible for the safe and business-like conduct of personnel and operations onboard the Vessel while alongside the Terminal.

The Terminal takes no responsibility for the condition of any Vessel alongside the Terminal, whether inspected or not, nor does the Terminal take any responsibility for the safe conduct of operations onboard the Vessel.

If the Vessel is boarded by the U.S. Coast Guard and does not pass inspection or is found to be unfit to transfer product, the Vessel may be asked to leave the Terminal. This also applies to all other government agency regulations such as U.S. Customs and Border Protection. The Terminal also reserves the right to cease operations and ask the Vessel to leave the Terminal for any reason whatsoever.

It is the responsibility of the shipping company and/or the Vessel to contact the Terminal, either directly or through an agent, should the Vessel be in non-compliance with any federal, state, or local laws, rules, or regulations, or with any part of these Rules and Regulations. The shipping company and/or the Vessel must ensure that any conflict is resolved before the Vessel's arrival at the Terminal.



### **ACCESS**

User may access the Terminal only to load and discharge petroleum products and only at such times as authorized in advance by MVP. User shall comply with all of MVP's rules and regulations, including but not limited to those set forth herein, in order to access to the Terminal. User and any of User's employees, agents, contractors, subcontractors, invitees, or other representatives seeking access to the Terminal should have, and will produce to MVP upon request, valid proof of applicable credentials, licenses, or certificates as may be required by law and a current and valid Transportation Worker Identification Credential (TWIC) issued by the Transportation Security Administration in order to access the Terminal. If any such person or persons listed above do not have a TWIC, they are required to be accompanied by an individual who holds a valid TWIC in order to access the Terminal and at all times while said person or persons are within the Terminal. At the time of scheduling access to the Terminal, User shall provide MVP with a list that identifies any and all representatives of User that plan to exit the Vessel at the Terminal. Vessel and User agree that MVP shall not be responsible or liable for safe access to the Terminal.

### **SAFE BERTH**

The Vessel shall be solely responsible for determining if the depth of water (at any tide or water stage) at the Terminal is sufficient for the Vessel to navigate, berth, and/or load at the Terminal under any and all circumstances, with MVP having no responsibility whatsoever therefor. Vessel and User agree that MVP shall not be deemed to guarantee or warrant the safety, depth, or suitability of any berths, public channels, fairways, approaches thereto, anchorages, or other publicly operated or maintained areas, either inside or outside the area in which the Terminal operates, where the Vessel may be directed, including but not limited to the port area where any Vessel may operate, nor does MVP warrant or guarantee the absence of underwater hazards or obstructions in these waters. Vessel and User agree that MVP shall not be responsible or liable for any loss, damage, expense, injury, or delay to the Vessel resulting from the use of such public waterways. Furthermore, Vessel and User agree that MVP shall not be deemed to and does not warrant the safety and security of the Terminal. Vessel and User agree that MVP shall not be responsible or liable for ensuring or providing a safe berth at the Terminal.

### **VESSEL WARRANTIES**

User warrants the seaworthiness of each Vessel to which MVP provides services, including the Vessel's equipment, gear, machinery, and/or appurtenances, and User warrants that each such Vessel is, and will be, compliant with its respective Flag State requirements, classification society rules, regulations, and certificates. User warrants safe access on and off each such Vessel for MVP and MVP's employees, agents, representatives, invitees, contractors, and subcontractors as well as safe working conditions while such personnel are on any such Vessel.

### **REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS**

MVP shall have all remedies available to it at law, in equity, or in admiralty to enforce these Rules and Regulations, including, but not limited to, suspending Terminal operations and/or the provision of services hereunder. MVP shall also have all remedies available at law, in equity, and/or in admiralty available to it to collect all fees, charges, and/or damages due hereunder, including, but not limited to, the remedy to assert and enforce liens against the Vessel or its cargo for such fees, charges, and/or damages. In the event MVP engages counsel to enforce any provision of the rules, regulations, terms, or provisions set forth herein, MVP shall be entitled to recover its expenses incurred in such proceedings, including but not limited to any and all



attorneys' fees and costs.

**INDEPENDENT CONTRACTOR**

User acknowledges and agrees that MVP's performance of any services is as an independent contractor. Under no circumstances shall MVP or any of its employees, agents, contractors, or subcontractors be considered an employee or agent of User.

**LIMITATIONS**

MVP may exclude any User from the Terminal who, in MVP's sole discretion, poses a risk to persons, property, or the environment.

**COMPLIANCE WITH LAWS AND REGULATIONS**

Prior to coming into the Terminal, all Vessels and Users shall have fully complied with all applicable U.S. Coast Guard regulations and all applicable local, state, and federal laws and regulations in effect while the Vessel is at the Terminal, and including but not limited to any U.S. Coast Guard approved Facility Security Plan (FSP). In no event shall loading or unloading of a Vessel occur until such time as the Vessel has been cleared by U.S. Customs, as applicable. If any Vessel fails to comply with all such laws and regulations, MVP may order the Vessel to vacate its berth at the Terminal. If the Vessel does not vacate its berth when so ordered (whether by MVP and/or any governmental authority), the Vessel will be liable for all costs and expenses, including, but not limited to, attorneys' fees and costs, in connection with the moving of the Vessel and the enforcement of MVP's rights hereunder, which costs and expenses shall be for the account of and the full risk of the Vessel and/or User, as applicable.

MVP may report any act by a Vessel or User that is suspected to be a violation of any laws or regulations to the appropriate governmental authority.

**VESSEL AND USER LIABILITY; RESPONSIBILITY AND INDEMNIFICATION**

**VESSEL AND USER AGREE THAT MVP SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CARGO OR VESSELS CALLING UPON AND/OR UTILIZING THE TERMINAL. MVP WILL RECEIVE, LOAD, UNLOAD, TRANSFER, HANDLE, OR DELIVER CARGO IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH HEREIN. VESSEL AND USER AGREE THAT, IN PROVIDING SERVICES HEREUNDER, MVP SHALL NOT BE RESPONSIBLE FOR ANY DEMURRAGE OR OTHER DAMAGES FOR ANY LOSS OF TIME, DELAY, DEMURRAGE, OR ANY OTHER DAMAGES INCURRED BY ANY VESSELS OR USER, FOR ANY CAUSE WHATSOEVER. VESSELS OR USER SHALL COMPLY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS.**

**VESSEL AND USER HEREBY AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS MVP TERMINALLING, LLC, MAGELLAN OPERATING COMPANY, LLC, AND ALL PERSONS, FIRMS, OR OTHER ENTITIES THAT MAY MANAGE, OWN OR CONTROL THE OPERATIONS OF SAID TERMINAL, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND THE INSURERS OF ALL (HEREAFTER THE "MVP INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES, LIABILITIES OR EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES, IN CONNECTION WITH THE LOSS OF LIFE, ILLNESS, BODILY INJURY, DISEASE, OR ANY OTHER INJURY OF ANY TYPE WHATSOEVER, INVOLVING A VESSEL OR USER, AND IN CONNECTION WITH DAMAGE, CONTAMINATION, OR LOSS OF PROPERTY OF A VESSEL OR USER, INCLUDING THE VESSEL'S OR USER'S CARGO, PRODUCT, OR**





EQUIPMENT, ARISING OUT OF OR RELATED TO THEIR USE OF THE TERMINAL, SAFE BERTH OR DEMURRAGE, AND WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE MVP INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

VESSEL AND USER AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE MVP INDEMNITEES FROM, BUT NOT LIMITED TO, LOSSES, PENALTIES, FINES, CLEAN-UP COSTS, NATURAL RESOURCE DAMAGE, REMEDIATION COSTS, REMOVAL COSTS, DEMURRAGE, ADMINISTRATIVE COSTS, AND ANY AND ALL OTHER COSTS AND LIABILITIES THAT ARISE, DIRECTLY OR INDIRECTLY, FROM POLLUTION CAUSED OR THREATENED BY A VESSEL OR USER, OR THE MASTER OR CREW OF A VESSEL, WHETHER (A) IN LOADING OR UNLOADING CARGO, (B) IN THE OPERATION OR MANAGEMENT OF A VESSEL, OR (C) FROM A SPILL OR DISCHARGE INTO THE AIR OR UPON LAND OR THE NAVIGABLE WATERS OF THE UNITED STATES OF THE CARGO, FUEL, OR ANY POLLUTANT OF OR FROM A VESSEL OR OF ANY OTHER PARTY AT ANY TIME WHILE SAID CARGO, FUEL, OR POLLUTANT IS ON BOARD A VESSEL OR WHEN SAID CARGO, FUEL, OR POLLUTANT IS WITHIN THE CARE, CUSTODY, OR CONTROL OF A VESSEL OR THOSE FOR WHOM A VESSEL IS RESPONSIBLE, AND, IN THE CASE OF ANY OF (A), (B), OR (C), WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE MVP INDEMNITEES OR THE UNSEAWORTHINESS OF ANY VESSEL.

THE INDEMNITIES HEREIN SHALL SURVIVE INDEFINITELY.

#### **VESSEL AND USER INSURANCE**

a. Vessel or User, as applicable, shall obtain at its sole cost and expense and shall carry and maintain in full force and effect, and cause any Vessel owned, chartered, or operated by the User and used in the transfer, loading, or unloading of the Vessel at the Terminal to obtain and maintain insurance coverages with insurance companies rated not less than A-, IX by A.M. Best or otherwise reasonably satisfactory to MVP in the following types and amounts:

- i. Hull and Machinery Insurance on each Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade.
- ii. Protection and Indemnity ("P&I") Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy(ies) with a commercial insurance company(ies) or underwriters/syndicate(s) acceptable to MVP with terms no less broad than those customarily carried by similar marine carriers, with the "as owner" clause deleted, with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of Master, mates, and crew; tower's liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower's liability insurance.
- iii. Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance with an insurance company(ies) or underwriters/syndicate(s) rated not less than A-, IX by A.M. Best or otherwise reasonably acceptable to MVP with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 ("OPA90") and any amendments thereto, whichever is greater, covering any and all



environmental risks, penalties, action or otherwise and equivalent to that coverage provided by Lloyd's of London Pollution Policy/Environmental Pollution Group. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.

- iv. All risk cargo insurance, in an amount not less than one hundred and ten percent (110%) of the fair market value of the cargo.
- v. Workers' Compensation and Employer's Liability Insurance, with United States Longshore and Harbor Workers Compensation Act endorsement and with the maritime endorsement, with minimum limits as required by federal or state law.
- vi. Commercial General Liability Insurance, including contractual liability cover, with any "watercraft exclusion" being deleted, and in an amount of not less than twenty-five million (\$25,000,000) per accident or occurrence, which may be structured through excess or umbrella policies.
- vii. Excess Liability or Bumbershoot Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate providing additional limits of insurance of the coverage described above.
- viii. Any additional insurance coverages required by state or federal law.

b. User will provide MVP, upon request, with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements. The insurance coverage required under these Rules and Regulations shall cover the User's liabilities and obligations as set forth herein and shall be endorsed to (i) contain waivers of subrogation rights against the MVP Indemnitees (as that term is defined above), (ii) name the MVP Indemnitees (as that term is defined above) as additional insureds (except the Workers' Compensation Policy); (iii) provide that such insurance is primary with respect to all insureds and that the MVP Indemnitees' (as that term is defined above) insurance shall be noncontributing under any and all circumstances; and (iv) shall be applicable to cover the risks and obligations of the parties hereunder.

c. The insurance requirements set forth herein shall not in any way limit any User's or Vessel's legal and/or contractual obligations and liabilities under any customer contract or these Rules and Regulations, and insurance coverages need not be exhausted prior to the application and enforcement of any indemnity clause hereunder. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense at all times during the term of any customer contract including any premiums, deductibles, and self-insured retentions. If liability for loss or damage is denied by the insurer(s) of a User or Vessel, in whole or in part, because of (i) breach of any policy for the insurance coverages required hereunder, (ii) failure to obtain or maintain any of the insurance coverages required hereunder, or (iii) any other breach of these Rules and Regulations or the User's and/or Vessel's contract of insurance with its carrier, **VESSEL OR USER, AS APPLICABLE, SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS MVP INDEMNITIES AGAINST ALL CLAIMS AS SET FORTH ABOVE.**

#### **GOVERNING LAW, JURISDICTION AND VENUE**

These Rules and Regulations shall be governed, construed, and enforced in accordance with the General



Maritime Law of the United States. To the extent the General Maritime Law is not applicable, the laws of the State of Texas shall apply without regard to its conflicts of laws provisions. For any action for the enforcement of these Rules and Regulations, Vessel and User hereby agree exclusively to the jurisdiction and venue of the United States District Court for the Southern District of Texas, and waive their rights to bring an action, claim, or suit in any other forum or venue.

### **FORCE MAJEURE**

In the event that MVP is rendered unable, wholly or in part, by reason of Force Majeure, as defined below, to carry out its obligations under these Rules and Regulations, it is agreed that MVP's obligations under these Rules and Regulations, if any, shall be suspended to the extent of and during the continuance of any inability so caused, but for no longer period. Vessel and User agree that MVP shall not be liable for demurrage or any other charges incurred by a Vessel or User during a Force Majeure event.

For purposes of these Rules and Regulations, "Force Majeure" means any act, event, or circumstance at the Terminal or that effects MVP's ability to provide services at the Terminal, whether of the kind described herein or otherwise, that is not reasonably within the control, does not result from the negligence of, and would not have been avoided or overcome by any exercise of reasonable diligence by MVP, and that prevents or delays in whole or in part MVP's compliance with or performance of any one or more of its obligations under these Rules and Regulations, and may include without limitation the following: acts of God, acts of natural phenomena, landslides, subsidence, severe lightening, earthquakes, volcanic eruptions, fires, tornadoes, hurricanes, storms, floods or high water, washouts, tidal waves or tsunamis, or any named weather or storm event; acts of terrorism or war; strikes, lockouts or labor disputes; orders, rules, regulations, restrictions, or laws of any governmental authority having or asserting jurisdiction; expropriation, requisition, confiscation, or nationalization of the Terminal; epidemics, quarantine, or private or public health emergencies, including but not limited to an occurrence or imminent threat of an illness or health condition regardless of whether or not of a novel or previously controlled or eradicated infectious agent or biological toxin; inability to procure material, equipment, or necessary labor for the Terminal; inability to obtain, or suspension, termination, adverse modification, interruption, or inability to renew, any servitude, right of way permit, license, lease, consent, authorization, or approval of any governmental body having or asserting jurisdiction; breakdown or destruction of the Terminal docks, pipelines, machinery, or equipment; electrical failure at the Terminal; or closures or restrictions imposed on the port or public channels (including fog restrictions) by the U.S. Coast Guard or other governmental authority having or asserting jurisdiction over the Terminal.

### **CHANGES AND INTERPRETATION**

These Rules and Regulations are subject to change without prior notice in MVP's sole discretion. MVP shall be the sole judge as to the interpretation and application of these Rules and Regulations.

### **SEVERABILITY**

If any provision of these Rules and Regulations is partially or completely unenforceable pursuant to law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so deleted, then the remaining provisions will remain in full force and effect.



**ASSIGNMENT**

User may not assign these Rules and Regulations, or any contract entered into by and between User and MVP, without the prior written consent of MVP. Any purported assignment in violation of this provision will be void. MVP may freely assign these Rules and Regulations, and/or any contract entered into with User, without obtaining the prior written consent of User.

**NOTICES**

Any notice made pursuant to these Rules and Regulations shall be made orally with written confirmation by email transmission, confirmed by read receipt or email reply, to the Terminal's Area Supervisor and/or Operations Supervisor at the email address(es) set forth below.



## **KEY CONTACTS**

### **Marine Logistics**

Telephone: 713-353-8431 / 713-353-8432

Email: [MVPTraffic@magellanlp.com](mailto:MVPTraffic@magellanlp.com)

### **Terminal Rules and Regulations**

Email: [MarineVetting@magellanlp.com](mailto:MarineVetting@magellanlp.com)

### **Terminal Supervision**

Lee Langley – Area Supervisor

Office: 713-353-8423

Mobile: 713-582-1306

Email: [lee.langley@magellanlp.com](mailto:lee.langley@magellanlp.com)

### **Commercial Marketing**

Tyler Hobbs – MVP Commercial BM

Office: 918-574-7926

Email: [tyler.hobbs@magellanlp.com](mailto:tyler.hobbs@magellanlp.com)

### **External Contact Information**

Houston Pilots

Telephone: 713-645-9620

VHF: 14 / 74 / 16

Port of Houston

Telephone: 713-670-2400

U.S. Coast Guard COTP – Houston/Galveston

Telephone: 281-464-4767 / 281-464-4855

U.S Coast Guard National Response Center

Telephone: 1-800-424-8802

Texas General Land Office

Telephone: 1-800-832-8224

National Response Center

Telephone: 1-800-889-4672

### **Berth Operations Office**

Telephone: 713-353-8452

Konrad Wildman – Area Supervisor

Office: 713-353-8433

Mobile: 302-416-0037

Email: [konrad.wildman@magellanlp.com](mailto:konrad.wildman@magellanlp.com)

Jon Chang – Director Marketing & Development

Office: 918-574-7117

Email: [jonathan.chang@magellanlp.com](mailto:jonathan.chang@magellanlp.com)

Environmental Protection Agency – Region 6

Telephone: 1-281-983-2100

Houston Police Department

Telephone: 1-713-884-3131

Galveston Police Department

Telephone: 1-409-765-3702

Houston Fire Department

Telephone: 1-832-394-6700

Galveston Fire Department

Telephone: 1-409-766-4324

Galveston County HAZMAT

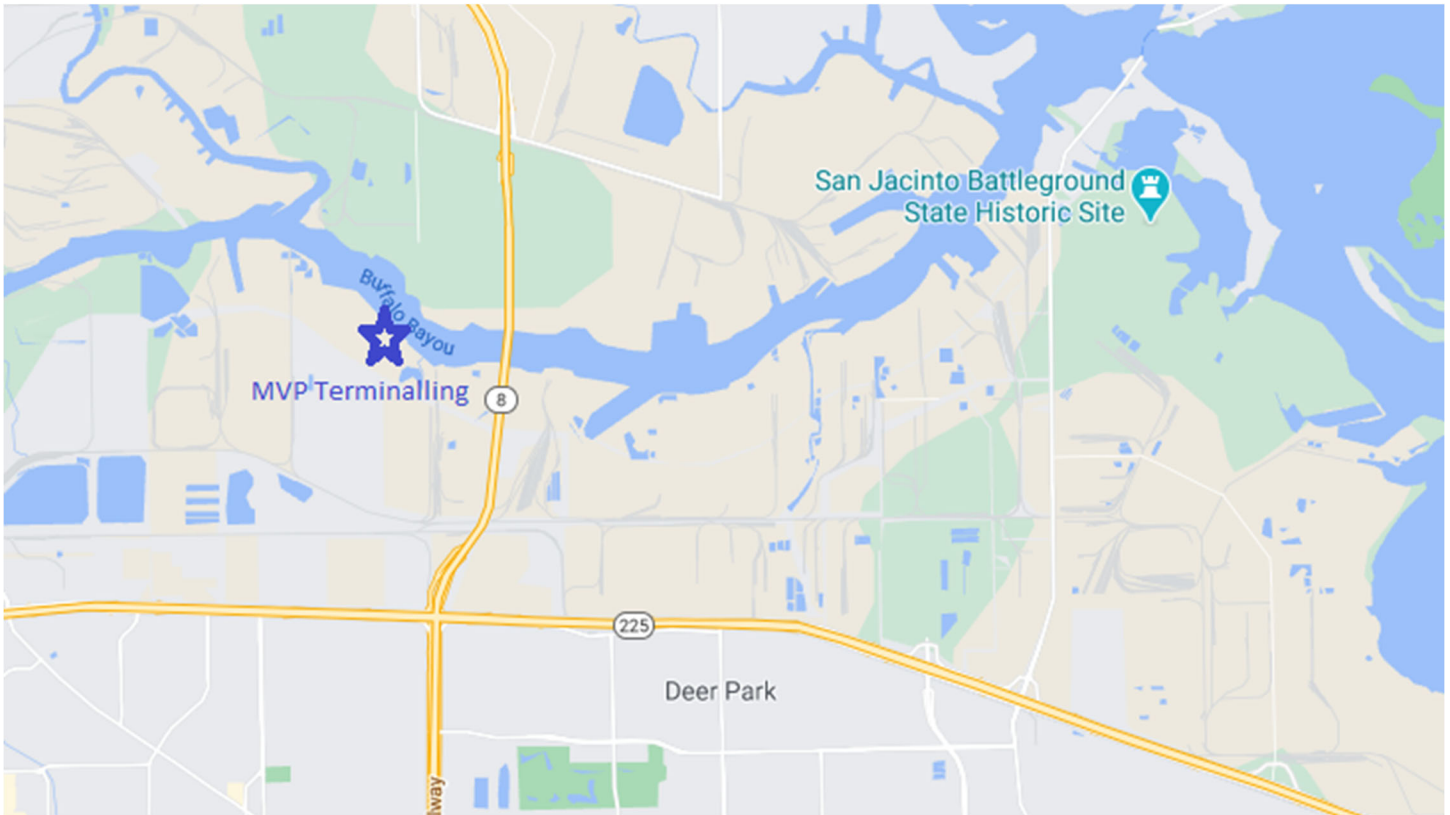
Telephone: 1-210-258-4772



## Section 2 – Dock & Mooring Information

MVP is a two-berth marine terminal located along the Houston Ship Channel in Pasadena, TX, just up-river of the Sam Houston Tollway Buffalo Bayou Bridge. MVP began marine operations in 2018 and offers a range of refined petroleum products for receiving and loading, connecting to the petroleum pipeline sector within the greater Houston area.

Pasadena, Texas is in the US Central time zone, which is GMT (-6) hours. Daylight Savings Time is in effect during such time periods as established by the federal government.





**DOCK INFORMATION**

	Dock 1		Dock 2	
<b>*Design Depth (MLLW)</b>	42 FT	12.8 M	42 FT	12.8 M
<b>MIN Under Keel Clearance</b>	2 FT / 0.61 M			
<b>Mean Tidal Range</b>	1.62 FT / 0.5 M			
<b>MAX LOA</b>	750 FT	228.6 M	750 FT	228.6 M
<b>MAX Beam</b>	**125 FT	38.1 M	107 FT	32.61 M
<b>MIN Parallel Mid-Body Length</b>	200 FT	60.96 M	N/A	N/A
<b>MAX Bow to Center Manifold</b>	400 FT	121.92 M	400 FT	121.92 M
<b>MAX Stern to Center Manifold</b>	400 FT	121.92 M	400 FT	121.92 M
<b>MAX DWT</b>	80,000MT		80,000MT	
<b>MAX Displacement</b>	95,000MT		95,000MT	
<b>MAX height of vsI manifold above MHHW</b>	62.9 FT – Tankers 27.3 FT - Barges	19.17 M – Tankers 8.3 M - Barges	62.9 FT – Tankers 27.3 FT - Barges	19.17 M – Tankers 8.3 M - Barges
<b>MIN height of vsI manifold above MLLW</b>	3.11 FT – Tankers 2.45 FT - Barges	0.95 M – Tankers 0.75 M - Barges	3.11 FT – Tankers 2.45 FT - Barges	0.95 M – Tankers 0.75 M - Barges
<b>MIN distance side to manifold</b>	13.2 FT – Tankers 5 FT - Barges	4 M – Tankers 1.5 M - Barges	13.2 FT – Tankers 5 FT - Barges	4 M – Tankers 1.5 M - Barges
<b>MAX distance side to manifold</b>	16.4 FT – Tankers 15 FT - Barges	5 M – Tankers 4.5 M - Barges	16.4 FT – Tankers 15 FT - Barges	5 M – Tankers 4.5 M - Barges
<b>Overhead Clearance</b>	175 FT / 53.34 M – Fred Hartman Bridge and Sam Houston Tollway Bridge measured from MHW			
<b>MAX Approach Angle</b>	6 Degrees			
<b>MAX Approach Speed</b>	0.5ft/sec (0.3 kts) perpendicular			
<b>MAX wind speed allowed during transfer</b>	40 mph (34.8 kts)			
<b>Water Density</b>	Brackish			
<b>Bottom (mud/clay/rock)</b>	Clay			
<b>Potable Water</b>	Not Available from Shore – via Barge Only			
<b>Garbage &amp; Slops Reception</b>	Only with prior arrangements via ship agent			
<b>Notes</b>	<p>*Siltation within the shipping channel is prevalent along Buffalo Bayou and has potential to affect the design depths of the berths, between periods of maintenance dredging.</p> <p>**STENA POLARIS-class ships (183M X 40M) are the only vessels that hold a waiver to exceed the MVP beam requirement.</p>			



**MOORING INFORMATION**

BOLLARD LOAD RATING	
1. Mooring Dolphin – MD 1	120 Tons
2. Mooring Dolphin – MD 2	120 Tons
3. Mooring Dolphin – MD 3	120 Tons
4. Mooring Dolphin – MD 4	120 Tons
5. Mooring Dolphin – MD 5	120 Tons
6. Mooring Dolphin – MD 6	120 Tons
5. Breasting Dolphin – BD 1	90 Tons
6. Breasting Dolphin – BD 2	90 Tons
7. Breasting Dolphin – BD 3	90 Tons
8. Breasting Dolphin – BD 4	90 Tons
MINIMUM LINE ARRANGEMENT	
Ship Dock 1 & Ship Dock 2	12 Lines – ATB's/Tankers <30,000 DWT(MT) 14 Lines – ATB's/Tankers ≥30,000 DWT(MT) 16 Lines – Tankers ≥50,000 DWT(MT) 8 lines – barge capacity ≥80,000 bbls 6 Lines – barge capacity <80,000 bbls

**CARGO TRANSFER FACILITIES**

Dock Number	Cargo Arms	Size in/mm	Max Rate per Cargo Arm bbls/hr and M3/hr		Maximum Pressure psi/Bar	Products
			Loading	Discharging		
1	4 arms	12 / 305	15,000 / 2,384.7 Min allowable reducer for 12" arm is 8"		150 / 10.34	Gasoline/Distillate
2	4 arms	12 / 305	15,000 / 2,384.7 Min allowable reducer for 12" arm is 8"		150 / 10.34	Gasoline/Distillate

Notes:

- Each dock has 2 X 8-inch vapor hose connections.
- Vapor reducers, 8-inch to 12-inch (203 mm to 305 mm), and 10-inch to 12-inch (254 mm to 305 mm), are available if needed.
- If a reducer size is not listed but needed, contact MVP Marine Logistics.
- An inland barge is prohibited from connecting to more than one Cargo Arm at a time.

Loading and discharge rates shall be agreed upon during the pre-transfer conference with MVP. MVP will use established rates when determining the maximum loading rate. Once agreed, the maximum rate shall be documented on the DOI/SSSCL.

‘Over the tide’ operations are not permitted at the Terminal.





### **PRODUCTS HANDLED**

MVP handles a range of clean products including gasoline, gasoline blendstock, jet fuel, ethanol, and distillates. Loading arms at the dock are not permanently designated and are subject to change.

Ensure a clear understanding is obtained for anticipated vessel-to-shore connections.

### **Dock 1 and Dock 2**



## **Section 3 – Application for Berth & Vessel Communications**

### **PRE-ARRIVAL QUESTIONNAIRE**

Any ship, ATB, or ocean-going tug and barge intending to moor, berth, load, or discharge a Vessel at the Terminal shall complete and submit the Pre-Arrival Questionnaire attached hereto as **Appendix “A”** to MVP at [MVPTraffic@magellanlp.com](mailto:MVPTraffic@magellanlp.com). The Pre-Arrival Questionnaire must be received no less than 48 hours prior to the Vessel’s arrival at the Terminal. Submission of the Pre-Arrival Questionnaire by a User shall be conclusive evidence of the User’s agreement to be bound by these Rules and Regulations.

Except as otherwise provided in these Rules and Regulations, a Vessel shall not be allowed to moor or berth at the Terminal until the Vessel’s Pre-Arrival Questionnaire has been accepted by MVP. However, MVP, in its sole discretion, may waive this requirement and allow a Vessel to moor or berth at the Facility before the Vessel’s



Pre-Arrival Questionnaire has been accepted by MVP, on the condition that MVP may thereafter require the Vessel to vacate its berth at the Facility at any time prior to the satisfaction of all requirements for the use of said berth. Any such requirement to vacate shall be at the Vessel's sole cost and expense.

A Pre-Arrival Questionnaire must be accompanied by the listed documents on the questionnaire, before it will be accepted by MVP. Additionally, the Operational Vessel Charge Form attached hereto as **Appendix "B"** must be submitted along with the Pre-Arrival Questionnaire should any of the listed services be required during the vessel's stay at the terminal.

MVP shall have the sole discretion to require the Vessel to submit additional documents or information with its Pre-Arrival Questionnaire.

### **COMMUNICATIONS WHILE AT BERTH**

Upon arrival, a VHF handheld radio will be provided to the Vessel. The radio should be kept on the channel provided during the pre-transfer conference and as noted on the DOI/SSSCL. This will serve as the primary source of communications during cargo transfer operations. Vessel must return the radio to MVP prior to departing the Terminal.

The use of cellular telephones is not permitted on open decks or in the vicinity of the berth during cargo transfer operations. In the event the use of a cellular phone is necessary for secondary communications, all calls must be made from the Vessel's accommodation areas away from the cargo transfer operations.

In the event of an emergency, a steady three second blast shall be initiated on the Vessel's whistle.

## **Section 4 – Vessel Operations**

### **PRE-ARRIVAL INSPECTIONS**

Before arriving at the Terminal, all equipment on the Vessel to be used for mooring, cargo handling, and fire protection must be in good order, having been inspected and confirmed safe for use by the Vessel's classification society or flag state, with valid certificates in place. MVP may conduct safety and pollution control inspections onboard the Vessel prior to commencement of cargo transfer operations.

### **ASSIST TUG REQUIREMENTS**

Each Vessel upon coming alongside the berth, departing the berth, shifting alongside the berth (warping), or laying at the berth shall be required to make use of a sufficient number of assist tugs as applicable, at the Vessel's risk and expense. The number and size of tugs utilized will be determined and agreed upon by the Houston Pilot and Master of each Vessel prior to berth activities.

Inland barge operators shall utilize adequately powered tug(s) to ensure control of barges during maneuvering, always considering prevailing conditions. ***The barge's assigned tug must remain on standby at all times when its barge(s) are alongside the Terminal docks. If for any reason MVP requires the Vessel or User to procure and use different or additional tugs, Vessel and User agree that MVP shall not be liable for such additional costs and that such additional costs shall be solely for the account of the Vessel or User.***



## **MINIMUM MOORING REQUIREMENTS PER BERTH AND TYPICAL MOORING DIAGRAMS PER BERTH**

Mooring practices and arrangements shall always be conducted in accordance with best practice guidance including OCIMF's *ISGOTT*, *MEG4*, and *Effective Mooring*. All Vessels shall be permitted to moor only to mooring piles, bollards, and/or hooks designed for purpose. Mooring to any other part of the berth structure or Terminal is strictly prohibited.

Moorings must be monitored at all times by Vessel crew while at the berth. Mooring lines shall be properly tended and kept taut during transfer of cargo. In the event mooring lines appear slack, cargo transfer operations will be stopped until addressed. All mooring winches shall be kept in 'manual' mode while alongside the dock, especially for Vessels that may be fitted with automatic tensioning winches.

Minimum mooring requirements must be maintained in order to comply with the Terminal wind speed limits for safe mooring and transfer of cargo. In addition, **all berths are subject to surging** from passing vessel traffic, due to the proximity of these berths to the adjacent shipping channel. It is imperative that crews take all precautions to ensure that the Vessel remains safely moored alongside with minimal movement.

The following minimum guidelines shall apply unless an exception is received from Terminal supervision:

- 12 mooring lines required for tankers and ATB's less than 30,000 DWT(MT).
- 14 mooring lines required for tankers and ATB's greater than or equal to 30,000 DWT(MT).
- 16 mooring lines required for tankers greater than or equal to 50,000 DWT(MT).
- 8 mooring lines required for barges at or greater than 80,000 bbls capacity.
- 6 mooring lines required for barges less than 80,000 bbls capacity.

Additional lines may be used at the discretion of the Vessel or as requested by MAGELLAN depending upon Vessel characteristics and weather conditions.

User has the responsibility to tend Vessel mooring lines during arrival and departure at the dock and throughout cargo transfer operations. User must ensure proper manning (Tankermen/Persons in Charge ("PICs"), mates on watch, unlicensed ratings, etc.) levels during all stages of the transfer procedure. User shall be responsible for ensuring the integrity of Vessel moorings or the moorings of barges and tugs alongside. Users unable to meet the minimum mooring requirements must contact MVP and propose an alternate mooring arrangement.

Example diagrams illustrating minimum mooring requirements can be found in **Appendix "C"**, however the User retains full responsibility to ensure that mooring lines are deployed in a manner sufficient for the specific design of the Vessel, and the Vessel is securely and adequately moored at all times.

## **MOORING ARRANGEMENTS WITH MULTIPLE VESSELS**

Any and all cargo operations must have prior clearance from MVP for each occurrence. Double-banking of ships, ATB's, or any combination thereof is not allowed at this Terminal.

Multi-breasted tank barge operations and ship-barge lightering (STS Transfer) operations are permitted. Operations shall be conducted in accordance with USCG requirements, while taking into account ISGOTT guidance for carrying out the operations in an incident-free manner and completing a risk assessment for each operation as applicable.



All tank barge multi-breasted tandem loading operations using a single facility vapor connection, shall be conducted in accordance with 46 CFR 39.5000. Only approved barges, having an endorsement on the COI or having a prior approval letter, will be permitted to carry out such transfer operations at MVP.

### **LINE HANDLING PROCEDURES**

Ocean-going vessels will arrange for mooring line handlers to arrive on shore side, and are responsible to arrange at Vessel's expense. The Vessel is responsible for ensuring their line handlers are able to abide by all Terminal, health, safety, and environmental policies, including these Rules and Regulations. Safe line-handling practices and techniques shall be used at all times, including:

- Exercising caution at all times around snap-back areas.
- Maintaining control over the lines and paying out an appropriate amount of slack so as to avoid tight lines, but still avoiding excess line in the water.
- Monitoring the whereabouts of all lines being worked to avoid becoming caught on berth structure.
- Exercising good communication between vessel and line handlers.
- Warning line handlers if any hazards are observed.
- Avoiding passing underneath mooring cable-hook arrangements at the mooring dolphins with line boats.

For inland barges, line handling services may be performed by the barge crew.

### **BERTHING MANEUVERS/APPROACH SPEEDS**

Vessels shall be required to approach the berth at an approximate angle of 6 degrees or less. Velocity cannot exceed 0.5 ft. (0.3 kts) per second perpendicular to the face of the dock. Docking and undocking maneuvers shall be performed at the discretion of Houston Pilots and/or the Master of the Vessel. All maneuvers shall be based upon mutual agreement between the Master and Houston Pilot, subject to assessment of the effects of currents and weather with regards to the ability to conduct safe ship-handling.

For tug/barge units mooring at MVP, approach with the most minimum speed and most minimum angle as possible to maintain control over the Vessel, and to allow proper functioning of the fendering. In general, make an approach coming alongside the fendering no greater than 1.0 ft/sec (0.6 kts) and 10 degrees. At times it may be necessary to dock barges end-to-end for simultaneous cargo transfer operations. Magellan relies upon the expertise of the tug Captain and crew to execute appropriate maneuvers to safely tie up the Vessels in such a fashion, and prudent seamanship is expected to be used at all times.

All Vessels will ensure that "Hand Steering" is used when inside a 500-meter radius of the Terminal. The use of 'auto pilot' inside this radius is strictly prohibited. Nothing in this requirement shall prevent the Vessel from taking such action deemed necessary and prudent, in the ordinary practice of good seamanship, for the safety of the Vessel or crew.

### **GANGWAYS**

Mechanically operated gangways are available at the Terminal upon request. Each dock has one column-mounted telescoping stepped gangway and two barge mechanical self-adjusting stair gangways. Any User requesting and/or using a gangway provided by MVP shall be required to inspect the gangway prior to use and ensure that the gangway is properly and adequately secured and safe for use. MVP bears no responsibility or



obligation to inspect the gangway or to ensure that the gangway is properly or adequately secured or safe for use.

When using a gangway, always use both handrails and keep both hands free, maintain 3 points of contact, and step carefully. For general safe-use and max load considerations, no more than 2 persons at a time are allowed on the ramp of a column-mounted telescoping gangway, and no more than 1 person at a time is allowed on a barge self-adjusting stair gangway.

When the Terminal gangway is set down onto the deck of the Vessel for the purpose of personnel transfer, the User shall ensure that the Vessel remains secure with minimal movement, avoiding any sudden adjustments to moorings, and keeping the gangway free and clear of any obstructions. The vessel crew must be mindful to stand clear of the gangway staging area until the terminal has safely landed the gangway on the deck and is ready for the gangway to be approached by any onboard personnel.

Prior to getting underway, vessels must not let go any mooring lines nor test ahead/astern propulsion until the gangway is safely lifted off and away.

### **GARBAGE AND SLOPS DISPOSAL PROCEDURES**

The Terminal is required by its Certificate of Adequacy to accommodate means for reception of non-hazardous Vessel MARPOL Annex V garbage, and MARPOL Annex I & II slops. All requirements must be pre-approved by MVP. User shall make the necessary arrangements for removal of any such non-hazardous Vessel garbage and slops, including intended vendor(s), and making up to a 3-inch flanged connection on-shore.

User shall contact MVP Terminal Marine Logistics and report intentions on the **Appendix "A"** Pre-Arrival Questionnaire for further information.

### **BUNKERING**

Bunkering of fuel oil, lubes, and potable water is permitted water-side at both docks from a bunker barge in accordance with any up-to-date USCG/VTS restrictions. Any anticipated water-side bunkering operations must be reported on the **Appendix "A"** Pre-Arrival Questionnaire and **Appendix "B"** Operational Vessel Charge Form, and sent to [MVPTraffic@magellanlp.com](mailto:MVPTraffic@magellanlp.com) no less than 48 hours prior to the Vessel's arrival at the Terminal.

No bunker barge is authorized to come alongside or remain alongside a Vessel moored to MVP berths without permission/approval from MVP. The operator of the barge must be fully aware of all safety rules and regulations, including but not limited to these Rules and Regulations, applying to the Vessel and Terminal and must comply therewith.

Bunkering evolutions shall be planned so as to align with the Vessel's allotted time alongside the dock and shall not carry further after cargo operations are complete unless prior approval is obtained from MVP.

The Vessel and bunker barge are responsible for conducting all operations in accordance with prevailing ISGOTT, USCG, and OPA90 regulations, including use of a dedicated PIC for an oil transfer operation. MVP will not be held responsible for any incidents, accidents, or pollution events associated with the vessel-to-vessel bunker transfer operation.



No Vessel personnel on cargo-watch shall be taken away from the cargo operations in order to assist with bunkering operations. It is critical that cargo operations remain properly supervised by a PIC at all times and all personnel engaged in the operation remain undistracted and unencumbered by any other task.

The Vessel to be bunkered shall have a Risk Assessment in place to cover all aspects and steps occurring as a part of the SIMOPS (Simultaneous Operations).

## **Section 5 – Emergency Procedures**

User shall immediately report to MVP all incidents during loading, discharging, conducting repairs, berthing/unberthing, mooring/unmooring, or occurring when Vessels are alongside the Terminal.

Post incident, MVP may request the User share a full incident report complete with a detailed summary, causal factors, root causes, corrective action, and preventive action, consistent with IMO and OCIMF incident investigation guidance and best practice.

### **GENERAL EMERGENCY PROCEDURES**

In case of an emergency, cargo transfer operations shall immediately cease and if applicable the Terminal and Vessel will make all notifications required by their Facility Response Plan and/or Vessel Response Plan respectively.

Vessels must maintain all emergency equipment required by Flag State and Port State regulations. The equipment must be inspected and maintained in a safe, ready-to-use condition. All Vessel crew must be trained in the use of this equipment.

In accordance with federal and state mandated oil spill response measures, the Terminal is equipped with containment boom and other spill response equipment which can be readily deployed in the case of an oil spill. Response Vessels, as required, will be provided by the local Oil Spill Response Organization (OSRO).

During an emergency situation at the Terminal, a Vessel may be required to leave the dock on short notice. Masters will ensure that the Vessel is ready at all times to sail on short notice after cargo arms are disconnected.

In the event of any oil spill into the water, User shall immediately notify MVP.

### **EMERGENCY CONDITIONS**

An emergency situation is considered to have arisen when any of the following occur:

- Man overboard;
- Petroleum is released on the deck of the Vessel or the dock;
- Petroleum is released into the water, or any other pollution incident regardless of size;
- Fire occurs on the Vessel, dock, or anywhere in the Terminal;
- Medical emergency;
- Loss of primary and secondary communication between Vessel and MVP;
- Failure to any critical component of the cargo load or discharge system;
- Failure to the mooring system, parting of any mooring lines, or Vessel experiences excessive fore and aft or lateral movement away from the dock;



- Any other major incident that seriously affects, or has the potential to affect, the safety of the Vessel, Terminal, or personnel;
- Any unplanned situation that causes the tank vessel to lose any operational capability, particularly to safety systems.

**As soon as an emergency is declared, the Vessel shall immediately cease all transfer operations**, secure the deck, and stand by to drain and disconnect all arms if deemed necessary. Transfer operations may also be stopped at any other time as instructed by MVP or its designee. Resumption of the transfer will begin only when agreement between the Vessel and MVP, along with the approval of the USCG On-Scene Field Coordinator where applicable, is achieved.

**Stop Work Authority** is considered to be one of the “priorities” at MVP. Every employee and contractor working at the Terminal has not only the authority but also the responsibility and expectation to use their Stop Work Authority if they discover any unsafe act or condition or if they have questions on how to safely perform a task.

Rather than proceeding with the work, the job must be stopped until the appropriate personnel can hold a meeting to discuss all of the details of the work plan. The job is allowed to proceed only after ensuring that the scope of work, hazards, and safeguards are clearly communicated and understood. By exercising Stop Work Authority, potential hazards are proactively mitigated or eliminated from the workplace before they have a chance to have an adverse impact.

#### **PROCEDURE FOR OIL SPILL**

User shall take the following actions in the event of a spill to water or a loss of containment from any vapor control or cargo-related machinery or piping:

- Shut down all transfer operations, close all transfer valves.
- Notify MVP immediately and follow incident notification procedures.
- Take appropriate spill containment measures.
- Start documentation of actions taken.
- Obtain approval from MVP before restarting the transfer.

If a spill originates from a Vessel, User must implement their own Vessel Response Plan immediately. Terminal personnel will assist with notifications and response where safe to do so. Additional facility notification information is in both the *Terminals Facility Response Plan* and the *U.S. Coast Guard Marine Terminal Operations Manual*.

#### **PROCEDURE FOR FIRE ON VESSEL**

User shall take the following actions in the event of a fire on a Vessel:

- Sound alarm.
- Shut down all transfer operations and close all valves.
- Notify MVP immediately and follow incident notification procedures.  
(If unable to make radio contact, sound a continuous prolonged whistle blast and general alarm)
- Initiate fire-fighting emergency response plan.
- If safe, drain and standby to disconnect cargo arms.



- Prepare to move off the berth if required.

### **PROCEDURE FOR FIRE ON DOCK OR NEARBY VESSEL**

User shall take the following actions in the event of a fire on the dock or a nearby Vessel:

- Stop cargo transfer operations in conjunction with the Terminal, and close all valves.
- Standby to disconnect cargo arms.
- Prepare to boundary-cool your Vessel with water.
- Prepare to move off the berth if required.

### **VESSEL FIRE FIGHTING EQUIPMENT**

Vessel's fixed and portable firefighting systems must be in full operating condition and ready for immediate use. In addition:

- An international ship/shore fire connection must be readily available in a clearly marked location.
- A set of fire control plans should be permanently stored in a prominently marked watertight enclosure outside the deckhouse for the assistance of shore side fire-fighting personnel. A crew list should also be included in this enclosure.
- All Vessel emergency response personnel must be trained in the use of this equipment.

### **TERMINAL FIRE FIGHTING EQUIPMENT**

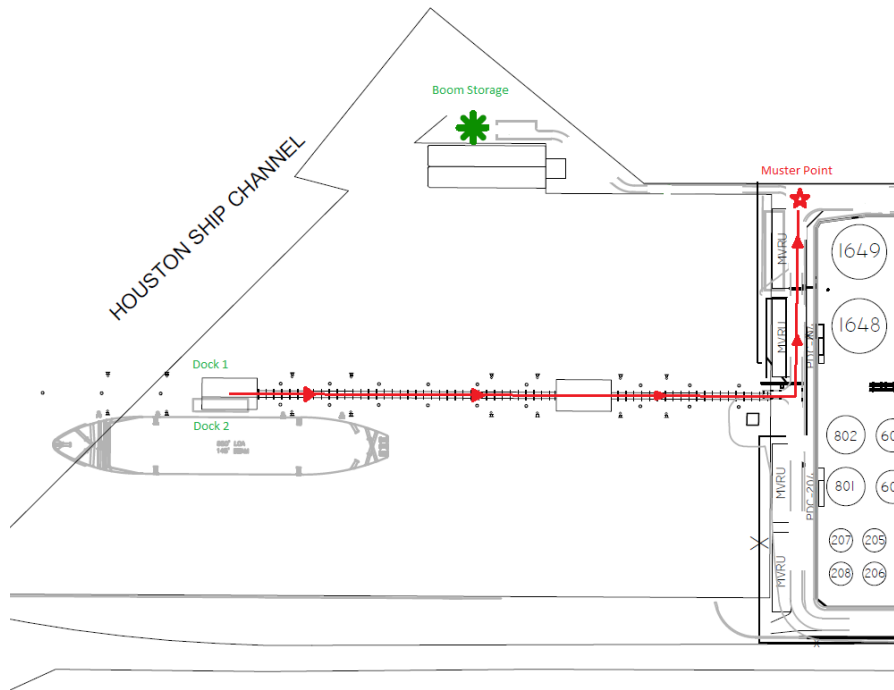
Marine Terminal firefighting is done in conjunction with the Pasadena Fire Department and Channel Industries Mutual Aid (CIMA). Terminal firefighting systems consist of the following:

- One Fixed fire monitor supplied by two (2) 3,500 gpm fire pumps.
- Fire extinguishers located at each loading platform and next to the Dock Office building.
- An international ship/shore fire connection on each dock.

### **PRIMARY EVACUATION ROUTE**

The primary evacuation route for Vessel crew and dock personnel is down the dock structure, around the east side of the tank farm to a gate located along the east perimeter. All personnel should proceed to the initial assembly point and be accounted for by the Vessel's Master, prior to proceeding to the gate or receiving further instructions from Terminal personnel or emergency response personnel. The muster point is subject to change depending upon the nature and location of the emergency.





### **PROCEDURE FOR COLLISION/DAMAGE TO BERTH**

In the event of a collision or damage to the berth, Terminal, or Vessel occupying the berth, the User shall immediately notify MVP using the contact information set forth herein.

### **PROCEDURE FOR MEDICAL EMERGENCY**

In the event of a medical emergency that requires treatment beyond first aid, User shall secure all operations and immediately notify MVP by radio. If unable to make contact via radio, sound a continuous prolonged blast on whistle. In the event the Vessel is unable to raise anyone, see key contact list for additional contact numbers. Information should be provided to the Terminal so that the Terminal may help facilitate a rapid response.

## **Section 6 – Safety, Security, & Environmental**

### **REGULATIONS & REQUIREMENTS**

To help facilitate safe operations, User shall abide by and follow the regulations and requirements set forth below:

- Smoking is prohibited on weather decks of Vessels, on the dock, and in all areas of the Terminal.
- All external doors, ports, and similar openings shall be kept closed at all times during cargo transfer and ballasting operations. If opened for access, they must be closed immediately thereafter.
- Boiler cleaning, tank cleaning, tank entry, or gas-freeing is not permitted while at the terminal.



- Welding, burning, cutting, grinding, or any other hot work is not permitted while at the Terminal.
- The use of non-intrinsically safe cellular phones and other electrical equipment in hazardous areas is prohibited during cargo transfer operations.
- Unauthorized, disorderly, or intoxicated persons shall not be allowed at the Terminal or on any Vessel moored at the Terminal.
- While at the Terminal, the Vessel must at all times be able to move under its own power upon short notice. If for any reason the Vessel cannot comply with this requirement, MVP must be notified immediately.
- For barges, the Tow Vessel assigned to the barge shall standby in the immediate vicinity and maintain engines ready for maneuvering on short notice.
- For ATB's, the tug is prohibited from leaving the notch while alongside the berth under normal operating conditions. However, should an emergency arise, this does not prohibit the Vessel's crew from taking emergency action for the safety of the crew, Vessel, or environment.
- So as not to impede the ability to maneuver upon short notice, no major planned maintenance, or inspections requiring non-routine exercise of equipment related to propulsion, electrical systems, or cargo gear are allowed while at the Terminal.
- US Coast Guard COI or COC inspections are not allowed to be conducted during cargo operations. Subject to Magellan approval, they may be completed before or after cargo operations, however it is preferable that they be conducted at a layberth or at anchor.
- No garbage, dirty ballast water, slops, etc. are to be dumped/pumped overboard while at the Terminal berth.
- All Vessels calling upon the Terminal should be made aware of all policies and procedures outlined in these Rules and Regulations prior to berthing. All arrangements for line handling, security escorts, ships stores, and any contractors who need access to the Vessel are the responsibility of the User and/or Vessel.

### **PPE REQUIREMENTS**

All Users are required to follow Terminal PPE and Safety policies while shoreside at the Terminal, including but not limited to the following:

- ANSI Z87 approved safety glasses with side shields, or equivalent;
- Leather, closed toe, above the ankle safety shoes with a pronounced heel;
- Long pants;
- Sleeved shirt;
- ANSI Z89 Hard hat, or equivalent (when overhead hazards are present);
- Coast Guard approved Personal Flotation Devices (PFD), minimum Type I, II, V, when outside the confines of the dock railing.



### **TERMINAL ACCESS/CREW TO SHORE**

All Users are required to board or disembark the Vessel from a safely secured gangway or approved ladder after mooring lines are all fast. If required by MVP, or prevailing regulations, fall arrest netting must be secured under and around the walking/climbing platform prior to transfer of any personnel across the gangway to or from the dock. Personnel, including vendors, visitors, contractors, pilots, line handlers, crew, etc., are NOT allowed to jump or climb to or from the dock at any time.

### **VESSEL/TERMINAL SECURITY INTERFACE (DECLARATION OF SECURITY)**

After the arrival and safe mooring of the Vessel, required security procedures will be discussed before any other action may be taken. The discussion will include the current MARSEC level (Terminal/Vessel/USCG requirements under the current level), Declaration of Security, and any other security measures deemed necessary by the Vessel or MVP.

MVP has strict company policies regarding photography and mobile phone authorized use while on company property. These restrictions are in place for safety (intrinsically safe considerations) and security (unauthorized photography), and are actively monitored at all levels to prevent unauthorized activity.

Photography is not permitted without written approval from MVP. Any posting of unauthorized images to social media taken from within the Terminal is a violation of company policy and will not be tolerated. With the intent of maintaining the integrity of a safe and secure facility, MVP requests that the Vessel and/or User immediately remind its crews to exercise responsible judgment and refrain from unauthorized mobile phone use and photography while on MVP property.

Access to the Terminal is strictly limited to Terminal personnel, Vessel crews, pre-approved maintenance or designated contractors, government agencies, Vessel agents, and cargo inspectors. Any other visitors must first be approved by MVP.

### **REQUIREMENTS FOR ENTRANCE TO THE TERMINAL**

- A contractor list and/or visitor list must be sent to Terminal Marine Logistics no less than 24 hours prior to the arrival of the Vessel. All visitors must sign in at the main office before proceeding.
- Prior to access being granted to the Terminal, contractors and visitors may be required to execute an access agreement in form and substance acceptable to MVP ("Access Agreement"). MVP bears the sole discretion to determine whether a contractor or visitor must execute an Access Agreement prior to being granted access to the Terminal.
- Contractors and visitors must have a government issued photo ID. Visitors desiring unescorted access must have been pre-authorized by both the Master and MVP, possess a valid Transportation Worker Identification Card (TWIC), or have pre-arrangements made to provide an escort to be approved at the discretion of the Facility Security Officer (FSO), or his/her designee.
- Visitors must be willing to submit to a search of their vehicles by security personnel before entry to the dock will be allowed, as per the given MARSEC level.
- All Terminal rules and regulations, including those set forth in these Rules and Regulations,



concerning safety and security must be adhered to by personnel entering the Terminal or marine dock area.

- MVP provides a shuttle service from the dock to an exit gate on a rotating four-hour schedule. Details of the shuttle service can be discussed upon arrival of the Vessel.

Security procedures for the varying MARSEC levels are in the Terminal Security Plan. If the MARSEC level is raised from 1 to a higher level, the Terminal Facility Security Officer will notify all customers doing business at the Terminal of the increased level and any additional security procedures. The current MARSEC level will be displayed on the main dock entrance to the Terminal and discussed during the pre-transfer conference.

### **DRUG, ALCOHOL, FIREARMS POLICY**

No alcohol or illegal drugs are permitted to enter the Terminal, and Users and/or crew members under the influence of drugs or alcohol will not be allowed access. User takes full responsibility for the conduct of its crew while at the Terminal.

Users doing business at the Terminal must have an alcohol and drug policy that meets USCG requirements or exceeds the standard as described in "The Oil Companies International Marine Forum Guidelines for the Control of Drugs and Alcohol on board Vessels" (*OCIMF Guidelines*), as applicable.

Firearms of any kind are not allowed on Terminal property, except for those carried by United States authorized law enforcement officers.

### **SMOKING**

The Terminal is a designated **NO SMOKING** facility, and there shall be NO SMOKING on any weather deck while alongside regardless of operation. Smoking on board Vessels is strictly controlled by the Vessel and/or User and should be in clearly defined designated areas only. The identification of smoking areas should be addressed during the pre-transfer conference and the areas agreed upon by both the Vessel and MVP. Any personnel unsure of the smoking restrictions should seek clarification from MVP prior to smoking.

Smoking E-cigarettes constitutes a source of ignition and presents a fire hazard. Users wishing to smoke e-cigarettes shall follow the same restrictions set forth above with respect to smoking. Deviation from this regulation constitutes a serious violation in policy. If found in violation, the offending User and/or Vessel may be immediately removed from the berth. MVP reserves the right to discontinue service until a favorable review is achieved.

### **PORTABLE ELECTRONIC EQUIPMENT AND OPEN LIGHTS**

Any electrical equipment powered by generators, fixed power sources, or batteries, that are not classified as intrinsically safe are not allowed to be used during transfers at the Terminal either on the dock or on the open deck of the Vessel. This includes radios, pagers, cell phones, head phones, tablets, cameras, portable lighting, or any other equipment that is electrical but not approved for use in hazardous areas.

Fixed MF/HF, VHF, UHF and AIS equipment should be switched off or on low power (1 watt or less), as applicable:



- Portable VHF/UHF radio units in use should be of intrinsically safe type.
- The Vessel's radar installation should not be used during cargo transfer operations.

### **REPAIRS AND MAINTENANCE WHILE ALONGSIDE THE TERMINAL**

Repairs, renewals, and maintenance on a Vessel are not permitted without the prior approval of MVP.

#### **Repair restrictions include but are not limited to the following:**

- No repairs that would extend normal dock occupancy;
- No tank entry/gas freeing/tank cleaning;
- No equipment will be allowed dockside of the Vessel to load equipment or assist in repairs;
- Contractors used for repairs must abide by facility security and safety regulations;
- No Sandblasting or spray painting;
- No painting of any kind if paint can drop into the water;
- No divers in the water without Terminal approval prior to work commencing;
- No repair work affecting the Vessel's pumping performance or immobilization of deck machinery;
- No hot work;
- No repairs to machinery that will affect a Vessel's ability to maneuver under power;
- No lowering, dropping, and/or exercising the life boat or rescue boat.

### **PROVISIONS AND STORES (OTHER CRAFT ALONGSIDE)**

**Shoreside delivery of provisions, stores, and spares, including extra manifold reducers, is not allowed at this Terminal.**

Water-side delivery of provisions and stores is allowed at the Terminal with operational and security restrictions:

- Provisioning and storing must be pre-approved by MVP by submitting **Appendix "A"** Pre-Arrival Questionnaire and **Appendix "B"** Operational Vessel Charge Form, to [MVPTraffic@magellanlp.com](mailto:MVPTraffic@magellanlp.com) no less than 48 hours prior to the Vessel's arrival at the Terminal.
- Water-side storing or off-loading of hazardous waste, chemicals, oils, lubes, paints, flammable gas, and any hazardous materials in packaged form, (ie. drums and pails) is not authorized at this Terminal, with the exception of cooking oil.

No craft is authorized to come alongside or remain alongside a Vessel moored to MVP berths without permission/approval from MVP. The operator of the craft must be fully aware of all safety rules and regulations, including but not limited to these Rules and Regulations, applying to the Vessel and Terminal and must comply therewith.

No Vessel personnel on-watch shall be taken away from the cargo operations in order to assist with storing operations. It is critical that cargo operations remain properly supervised by a PIC at all times and all personnel engaged in the operation remain undistracted and unencumbered by any other task. In addition, no cranes forward of the accommodation space may be used during storing operations; only a dedicated stores crane on the offshore aft-end of the accommodation space may be used.



The Vessel receiving stores shall have a Risk Assessment in place to cover all aspects and steps occurring as a part of the SIMOPS (Simultaneous Operations).

### **SAFETY DATA SHEETS**

Vessels should have available upon request a safety data sheet (SDS) for the cargoes being transferred. Information on any toxic substances in the cargo should be highlighted during the pre-transfer conference to enable the adoption of proper precautions, if needed, to minimize the impact on personnel.

## **Section 7 – Terminal Operational Information**

### **PRE-TRANSFER CONFERENCE**

Before the transfer of any cargo, a pre-transfer conference must be conducted between the Vessel and MVP. The purpose of the conference is to ensure that the Vessel and MVP are fully informed and advised of the entire transfer plan and that all security, environmental, and safety requirements are in place.

### **DECLARATION OF INSPECTION (DOI) and SHIP SHORE SAFETY CHECKLIST (SSSCL)**

A DOI/SSSCL checklist must be completed before any cargo transfers, and a Marine Vapor Control System (MVCS) DOI/SSSCL with supplemental check-offs must be completed as applicable when loading under vapor control. The following requirements shall apply:

- All items must be discussed and initialed by MVP and the User;
- All areas must be filled in, including start times and dates. This includes the use of “not applicable” (N/A) if appropriate;
- A copy of the MVP DOI/SSSCL will be provided to the vessel to document the transfer;
- Relieving personnel must read and counter-sign the MVP DOI/SSSCL on the signature blank, at each change of watch to document repetitive checks;
- When the transfer is completed, MVP must enter the finish time and date;
- DOI/SSSCL will be retained by MVP in accordance with its records retention policy.

### **BALLASTING**

Terminal does not have ballast reception facilities. The Vessel must adhere to its approved Ballast Water Management Plan requirements in order to lawfully load and/or discharge ballast. If ballast is to be discharged, Vessel personnel must conduct visual sightings of all segregated ballast tanks prior to commencement to ensure there is no evidence of sheen.

### **CARGO TRANSFER OPERATIONS**

The following is required during any cargo transfer operation:

- Vessel must have a trained, qualified, and designated PIC on duty at all times;
- Vessel must have a person on the deck and in line of view of the transfer piping at all times;
- Maximum allowable discharge pressure at the Vessel’s manifold is 150 psi/10.34 bar;
- On startup, a reduced flow will be maintained to verify flow and proper line-up;



- Moorings must be tended conscientiously and kept taut at all times with consideration given to the continual changes in draft, tide, weather, and passing vessel traffic;
- If the Vessel experiences excessive movement or surging away from the dock or in either direction along the dock, all cargo transfer operations shall be stopped, and manifold valves closed. Operations will not be resumed until the mooring situation has been corrected;
- Transfer arms must be checked periodically for leaks, and proper positioning with the up and down movement of the Vessel;
- The water around the Vessel shall be checked periodically for any evidence of spilled product, sheen, or security threats;
- The level of deck lighting must be adequate to permit the safe access and the monitoring of all areas on deck at all times.

**MARINE VAPOR CONTROL SYSTEM**

Marine Vapor Control System (VCS) is required to be used for all products on all Vessels, with the exception of Ships and ATB’s loading distillates due to the height above the water line. Use of VCS consists of a USCG-certified or endorsed VCS system, including a terminal-supplied vapor hose.

Products with a true vapor pressure greater than 0.02 PSIA (i.e. gasoline, gasoline components) are prohibited from being vented to the atmosphere during loading operations. Ballasting or loading into tanks last containing such products is not allowed if vapors are emitted to the atmosphere.

A Vapor Tightness certificate in accordance with 40 CFR § 63.565 or EPA method 21 shall be made available for review at the key meeting. The date of the tests listed in the documentation must be within the preceding 12 months and endorsed on company letterhead.

Terminal maximum and minimum operating pressures are as follows:

Vessel Type	High Pressure Alarm	High Pressure Shutdown	Low Pressure Alarm	Low Pressure Shutdown
Barges	24” WC (59.72 mbar)	25” WC (62.21 mbar)	-11” WC (-27.37 mbar)	-12” WC (-29.86 mbar)
Ships	24” WC (59.72 mbar)	25” WC (62.21 mbar)	6” WC (14.93 mbar)	-12” WC (-29.86 mbar)

A Marine Vapor Control System DOI/SSSCL must be completed between MVP and the Vessel prior to cargo transfer operations.



## **ENVIRONMENTAL LIMITS**

### **WIND**

The Terminal's safe-operating wind limit is 40 mph/34.8 kts sustained. Wind limit will be expressed as a sustained wind blowing for an average of 30 seconds or longer. In the event that the wind limit is exceeded, or if otherwise determined prudent by either party, cargo transfers shall be stopped immediately and shall not resume until notice to proceed is received from MVP.

After evaluating the weather forecast, consideration should also be given to whether deploying additional mooring lines or arranging for a standby tug is warranted.

### **LIGHTNING**

When an electrical storm is in the vicinity, as determined by MVP, all cargo discharge or loading operations must cease as to reduce the risk of incidents. All operations must be suspended if lightning strikes within 7 miles of the facility. If the Vessel sees lightning prior to the notification from MVP, the Vessel is required to communicate with MVP and discuss the situation. When shutting down for lightning, all tank hatches and manifold headers must be closed. The Vessel and MVP must remain in this inactive state until the electrical storm has moved out of the area.

### **FREEZING**

Although uncommon, freezing conditions could be encountered while at this Terminal. The Vessel must put in place adequate procedures for preventing the icing of cargo tank primary and secondary venting arrangements, valves, fire mains and other deck lines, air lines, mooring winches, cranes, walking surfaces, and any other deck machinery and fixtures that have potential to malfunction in below freezing temperatures.

### **TANK CLEANING AND TANK ENTRY**

MVP does not allow tank entry or tank cleaning any time the Vessel is alongside the Terminal.

### **INERT GAS SYSTEMS (IF FITTED)**

Tank Vessels equipped with inert gas systems, must operate and maintain systems in accordance with USCG requirements. All cargo, with the exception of certain products which may be adversely affected by inert gas, must be loaded, discharged, sampled, and gauged in a closed and inert condition. The Vessel shall verify to MVP that the inert gas system is fully operational and the Vessel is to maintain the proper operation of the inert gas system throughout the cargo transfer operation. If the system fails during cargo transfer, the transfer will be terminated.

If loading, prior to arrival at the Terminal, cargo tanks shall be fully inert, verified to be less than 8% oxygen, and tanks ready to receive cargo.





### **SURVEYORS/SAMPLING AND GAUGING**

Vessels loading or unloading shall be required to conduct periodic volume and flow rate comparisons with the Terminal. Frequency and timing of these comparisons will be discussed and agreed upon during the pre-transfer conference.

Independent surveyors, assisted by a Deck Officer or Tankerman-PIC of the Vessel, will obtain gauges, temperatures, and samples from all Vessel tanks.

After loading, all transfer arms must be fully drained into designated Vessel tanks before gauging will begin.

### **POLLUTION PREVENTION**

Vessels must plug all scuppers and drains prior to transfer to prevent any losses of containment or spills from draining to the water. Vessel must have a means of draining, pumping, or cleaning up any oil on the deck.

The accumulation of water should be drained off periodically. Scuppers that are temporarily unplugged for this purpose must be constantly and closely monitored. Only oil-free water can be discharged overboard.

Oil spill response equipment should be readily available at the manifold.

Oil spill containments fitted under the cargo manifold must be in good condition and fitted with adequate draining arrangements. They must be empty of cargo or excessive rainwater. The containments must not be covered with tarps during cargo operations or when connecting/disconnecting cargo arms.

Small barges not fitted with permanent containments underneath cargo manifolds must be provided with suitable portable drip trays, placed under each connection, to retain any leakage.

Containments fitted around hydraulic deck machinery must be in good condition and plugged.

In accordance with federal and state mandated oil spill response measures, the Terminal uses oil spill response organizations for spill response. The Terminal has containment boom that is staged along the waterside at the dock.

Any Vessel moored at the Terminal is required to have and maintain all pollution control equipment mandated by federal and state regulations for use in case of an oil spill.

Excessive stack smoking is not permitted at the Terminal. If unwanted stack gas emissions persist, the Vessel must stop cargo until rectified. If cargo transfer has not commenced, the Vessel must rectify the problem prior to starting cargo operations.

### **PREPARING TO TRANSFER CARGO**

Any overboard valves connected to the cargo lines must be sealed, lashed, or locked in the closed position during the transfer of cargo. All drop line valves from the deck lines into the cargo tanks must be closed and sealed, lashed, or locked prior to Vessel's discharge. All cargo tank hatches, plates, manhole covers, domes, and any



other openings are to be closed and dogged down before and during transfer of cargo. If applicable, any time the ullage caps are open, flame screens are to be kept in place at all times except when a tank is actually being gauged.

Each cargo loading arm and vapor hose connection at MVP is fitted with an insulating flange in accordance with ISGOTT and CFR requirements.

The electrical bonding cable must be connected to the Vessel prior to loading arm(s) connection and left attached until after the loading arm(s) is disconnected, blanks are installed at the manifold, and confirmed with the dock operator that it is safe to disconnect. The bonding cable must be firmly connected to bare metal on the Vessel to ensure electrical continuity. The bonding cables at MVP are interconnected with the emergency shut-down system.

All cargo must be transferred through Vessel's pipelines, and there shall always be a sufficient number of crew on duty with sufficient work/rest hours taken into consideration to safely perform the transfer operation. User and MVP must plan the sequence to be used for the transfer of cargo, the pumps and pipelines to be used, and the rate of transfer, with due regard for other special precautions designed to reduce hazardous conditions.

Prior to commencing transfer, the Declaration of Inspection (DOI) Prior to Bulk Cargo Transfer required by 33 CFR § 156.150 and 46 CFR § 35.35-30 must be filled out and signed by both User and MVP. The Terminal's DOI also incorporates applicable Ship Shore Safety Checklist (SSSCL) items as required by OCIMF.

The Vessel is responsible for connecting cargo arms on the Vessel's manifold. The Vessel's flanged connections must be smooth, even, and in good repair. Cargo arm connections must be properly made with all flanged joints gasketed, aligned, secured evenly, and properly tightened for leak free operations.

### **TRANSFERRING OF CARGO**

During transfer operations, the Deck Officer/PIC or Tankerman-PIC assigned shall supervise the operation of the cargo valves, start the transfer of cargo slowly, observe cargo connections for leaks, observe the operational pressures on the cargo system, and observe the rate of loading or discharge.

MVP will control loading rates to prevent excessive venting of vapors. Establishment of loading rates must be a matter for judgment since this will vary with Vessel capabilities, type of cargo, temperature, and atmospheric conditions. In the event of a violation or condition, which cannot be corrected, MVP shall have the right to suspend the transfer of cargo. Notification in writing is to be given to the Master, owner, or agent of the Vessel concerning the reason for suspension of cargo transfer.

Before any topping off, MVP and Vessel shall plan the standby time required for completion of the cargo transfer and shall agree to the loading rate during the topping off process.

During Vessel cargo discharge operations, the Vessel's pumps shall not exceed the maximum line pressure as established and agreed upon during the pre-transfer conference.

A radio check will be performed and documented hourly during cargo transfer operations to verify an open



line of communication is secured.

If any malfunctions occur with Terminal vapor recovery system during cargo transfer operations, all transfer operations will be suspended until remedied.

In the event that stack or engine exhaust emits live sparks, the transfer of cargo must be stopped immediately.

No portable cables connected to an electrical source shall be used while transferring cargo. If additional lighting is needed, approved explosion proof lighting must be used.

### **CARGO TRANSFER COMPLETION**

Vessel shall ensure that all valves are closed and cargo arms are properly and thoroughly drained, while working in coordination with the dock representative. Vessel shall ensure arms are disconnected, sampling and gauging is completed, all ullage openings are closed, any electrical bonding cables are disconnected, and an agreement is reached for a sailing time. Upon completion of the transfer of cargo and necessary ballast, Vessel must leave the berth promptly or dock demurrage will be charged at a rate determined by MVP.

Engines shall be ready for sailing upon completion of load/discharge, as well as available for use in the event of an emergency. Should MVP require the Vessel to be removed from the berth in an emergency or for another reason and engines are immobilized, the costs of tugs will be at User's expense.

No Vessel shall be permitted to remain at a berth unattended.

### **PRE-DEPARTURE INSPECTION**

All Users will have the obligation to inspect the Vessel and surrounding areas prior to departing from the Terminal. If a User wishes to allege damages or raise other concerns, including related to the Terminal, the Vessel, the Vessel's cargo or any third-party assets or facilities, whether outside of the Master's control or otherwise, in connection with events occurring while the Vessel was berthed at the Terminal, such claims must be made in writing prior to the Vessel departing the Terminal. Any claims not so made will be fully and finally waived.

### **EMERGENCY SHUTDOWN OPERATIONS**

All docks are equipped with the ability to close all dock valves within 30 seconds by activating an emergency shutdown. The emergency shutdown is activated by depressing the ESD button clearly labeled and identified at each manifold location. All dock valves are pneumatic operated with the air being supplied by Terminal air compressors.

### **RESPONSE TO AN ACTUAL OR THREATENED POLLUTION EVENT**

In the event of an actual or threatened pollution event arising directly or indirectly out of services being performed at the Terminal, in addition to its indemnity obligations set forth herein, User shall, and shall cause its representatives and insurers to, immediately:



- (i). Notify all local, state and federal authorities having jurisdiction over the pollution event.
- (ii). Notify MVP of all details of the pollution event and provide MVP with an SDS of all hazardous or non-hazardous materials that MVP employees or third parties may be exposed to.
- (iii). Take all steps to eliminate the cause or source of the pollution.
- (iv). Take all steps to clean up the pollution.
- (v). Take all steps required by law to restore the environment.
- (vi). Take all steps to mitigate damages of the User, MVP, and third parties.
- (vii). Promptly pay all fines and penalties, and damages and losses of third parties, to the extent required by law, and for all costs and expenses of clean up.
- (viii). If necessary, advance or pay monies and funds required to be paid to the appropriate regulatory agencies.
- (ix). Consult with MVP and keep MVP regularly informed of all steps taken and contemplated to comply with the provisions of this paragraph.
- (x). Cooperate with MVP in issuing statements to government authorities and media representatives.

Whether or not the User has complied with the provisions of the foregoing, MVP may, but shall not be required to, take over and manage all prevention, clean-up, and restoration activities, all without derogation or diminution of the User's obligations under these Rules and Regulations, and with full reservation to MVP of all rights against the Vessel, the User, or their insurers for reimbursement of costs, expenses, and attorneys' fees, including under OPA90. In such event, the Vessel and User shall, and shall cause their insurers and any subcontractors to, make available to MVP all Vessels, personnel, and equipment used or planned to be used in such prevention, clean-up, and restoration efforts, all at the sole expense of the User.

In the event that MVP takes over and manages such prevention, clean-up and restoration efforts, such action shall not be deemed a waiver or constitute an estoppel by MVP or an admission of any fault or responsibility on the part of MVP. MVP may, but is not required to, utilize its own and contracted personnel, Vessels and equipment in such prevention, clean-up, and restoration efforts, and may at its discretion, allocate such resources as it, in its sole discretion, deems appropriate.



# APPENDIX "A"

## Pre-Arrival Questionnaire

(Please See Following Page)

**MVP Terminalling, LLC**  
Pre-Arrival Questionnaire



Vessel Name:		IMO #		E-mail:	
Charterer's Agent:		Phone:		E-mail:	
Owner's Agent:		Phone:		E-mail:	

Vessel Particulars		
Length Overall		Meters
Beam		Meters
Max expected Deadweight		Metric Tons
Max expected Displacement		Metric Tons
Arrival FW Draft		Meters
Estimated Departure FW Draft		Meters
Estimated Least UKC		Meters
Estimated Date/Time of NOR:		

YES	NO	Additional Operations Required While at Berth:
<input type="checkbox"/>	<input type="checkbox"/>	Boarding by US Customs/Coast Guard expected
<input type="checkbox"/>	<input type="checkbox"/>	*MARPOL Garbage (Annex V) discharge expected
<input type="checkbox"/>	<input type="checkbox"/>	*MARPOL Slops (Annex I or II) discharge expected
<input type="checkbox"/>	<input type="checkbox"/>	*Delivery of stores by vessel alongside
<input type="checkbox"/>	<input type="checkbox"/>	*Reducer rental from Terminal required
<input type="checkbox"/>	<input type="checkbox"/>	Crew/visitor access needed from shore
<input type="checkbox"/>	<input type="checkbox"/>	Sick/Injured crew to require shoreside evaluation
<input type="checkbox"/>	<input type="checkbox"/>	*Bunker/Lube/Water Barge, or Lightering Barge alongside
<input type="checkbox"/>	<input type="checkbox"/>	Tank Barge multi-breasted tandem loading w/VCS
<input type="checkbox"/>	<input type="checkbox"/>	Any restrictions in place against terminal personnel coming aboard?

\*Submit the 'Operational Vessel Charge Form' in addition to this Questionnaire

Vessel's Cargo/Tank Information			
Cargo volumes and products to be loaded/discharged (bbls):			
Number/Names of cargo tanks to be loaded/discharged:			
Current status of all cargo tanks (ie. loaded, slack, washed, etc.):			
Is inert gas system (IGS) fully functional and vessel fully inert?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If applicable, does vessel have necessary vapor fittings to connect?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Does vessel have necessary cargo fittings to connect?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Can multiple cargoes be loaded/discharged simultaneously?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Expected performance based upon # of connections offered:	1 Cargo Arm		2 Cargo Arms		3 Cargo Arms		4 Cargo Arms	
		bbls/hr		bbls/hr		bbls/hr		bbls/hr
Vessel's maximum expected discharge rate:		M3/hr		M3/hr		M3/hr		M3/hr
Vessel's maximum loading rate (utilizing terminal's vapor recovery system if applicable):		bbls/hr		bbls/hr		bbls/hr		bbls/hr
		M3/hr		M3/hr		M3/hr		M3/hr



**Please submit this completed Pre-Arrival Questionnaire, along with the following items at least 48 hours prior to expected arrival:**

**Pre-Arrival Documents:**

- Copy of Vapor Tightness Certificate.
- Cargo transfer plan; including tanks and product(s) to be loaded/discharged, cargo sequence, and anticipated manifold connection(s).
- Cargo stow plan and history showing previous 3 cargoes for each tank.
- Operational Vessel Charge Form (if applicable).
- Statement of receipt and acceptance of MVP’s Rules and Regulations (by signing at the bottom).

**Attestation of deficiencies and incidents:**

Are there any defects to the hull, machinery, or equipment which may affect the maneuvering, mooring, cargo operations, or dock performance, or which may constitute a hazard to health, safety, or the environment? If yes, please explain or attach documentation:

Are there any outstanding/open deficiencies including but not limited to PSC defects, CG835's, COTP Orders, CoC’s, PR17's, or Major Observations from SIRE vettings? If yes, please explain or attach documentation:

Have there been any spills to sea or any losses of containment greater than a barrel within the last year? If yes, please explain or attach documentation:

Were there any reportable casualties or conditions occurring within the most recent sea passage? If yes, please explain or attach documentation:

Will all operations and all additional operations, including but not limited to barge bunkering, barge lightering (STS transfer ops), and storing, be conducted in accordance with all applicable ISGOTT, U.S. CFR’s, and Flag State requirements? Yes  No

The undersigned Master, as an agent for the above-named Vessel, agrees to be bound by all rules, regulations, terms, conditions, and charges of MVP Terminalling, LLC, and its affiliates and subsidiaries, including but not limited to those set forth in the Terminal Rules and Regulations, a copy of which can be found on MVP's website at:

<https://magellanlp.com/WhatWeDo/Pasadena.aspx>

**Please sign below and return:**

--	--	--

Master's Signature

Master's Printed Name

Date



# APPENDIX "B"

## Operational Vessel Charge Form

(Please See Following Page)





<b>Vessel Name:</b>		<b>Charterer:</b>	
<b>Agent:</b>		<b>ETA:</b>	
		<b>ETD:</b>	
		<b>Dock #</b>	

**Water-side fuel oil bunkering, lube oil bunkering, water delivery, slops removal, and lightering (barge to ship transfer) will all be assessed a \$2,500 fee per service barge.**

**Water-side stores delivery is assessed at \$750 per launch boat.**

**12X8 Reducers are available for rental from MVP if the vessel does not have them available. The cost for the pair is \$1,000 per use.**

**Please indicate the services that will occur while at MVP for this voyage, and calculate the total fee:**

<b>Service:</b>	<b>Yes:</b>	<b>Fee:</b>	<b>Qty:</b>	<b>Total Service Fee:</b>
*Fuel Oil / Lube Oil Bunkering	<input type="checkbox"/>	\$2,500 per barge		
*Water Delivery	<input type="checkbox"/>	\$2,500 per barge		
*Slop Removal	<input type="checkbox"/>	\$2,500 per barge		
*Lightering	<input type="checkbox"/>	\$2,500 per barge		
Water-Side Stores Delivery	<input type="checkbox"/>	\$750 per launch		
12x8 Reducer Rental	<input type="checkbox"/>	\$1,000 per pair		
<b>TOTAL FEE TO BE PAID TO MVP:</b>				

<b>Billing Information for Responsible Party</b>			
<b>Name:</b>		<b>Signature:</b>	
<b>Company:</b>		<b>Phone:</b>	
<b>Address:</b>		<b>E-mail:</b>	

**Invoicing & Payment:** MVP will invoice the Responsible Party monthly, in arrears, for all amounts owed to MVP under this Agreement. The Responsible Party will pay the amount of each invoice by ACH debit, without setoff or deduction, ten (10) days from the receipt of the invoice. The Responsible Party will be assessed a late charge of one and one-half percent (1.5%) interest per month (or the highest rate permitted by Law, whichever is less) for any invoice not paid within ten (10) days of the receipt of the invoice. This rate shall serve as the post-judgment interest rate on any judgment entered against the Responsible Party.

If any of the services were initially selected but were not ultimately performed during the vessel's port stay at MVP, this form must be resubmitted with the actual performed services during the port stay, or within 5 business days after the port stay in order to avoid charges for such unperformed services. If this form is not so resubmitted within the required time, Responsible Party must pay for the initially selected services regardless of whether such services were actually performed.

\*Negotiated contracted rates may apply if an existing Terminalling Agreement is in place with MVP.



# APPENDIX "C"

## Example Minimum Mooring Requirements

