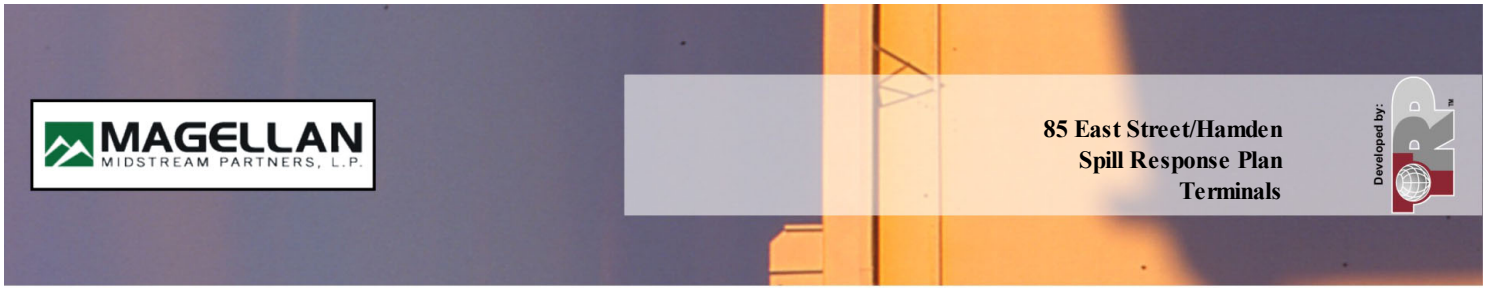
U.S. Department
of Transportation
**Pipeline and Hazardous
Materials Safety Administration**

1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

The following Oil Spill Response Plan has been submitted to the Department of Transportation (DOT) Pipeline Hazardous Materials Safety Administration (PHMSA) in HyperText Markup Language (HTML) format, and has since been converted to Portable Document Format (PDF) form. Any hyperlink included in the PDF file is NOT functional, and materials referenced in the links have been attached as an addendum at the end of the document.



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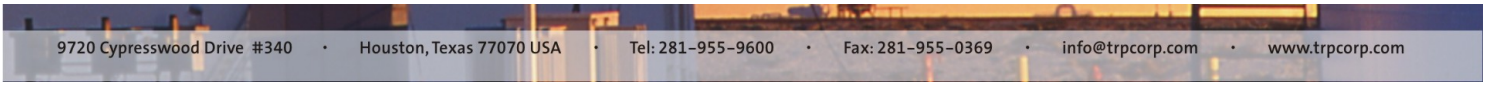
85 East Street/Hamden
Spill Response Plan
Terminals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MAGELLAN
MIDSTREAM PARTNERS, L.P.

85 East Street/Hamden

Spill Response Plan
Terminals

Developed by:

TECHNICAL RESPONSE PLANNING
CORPORATION

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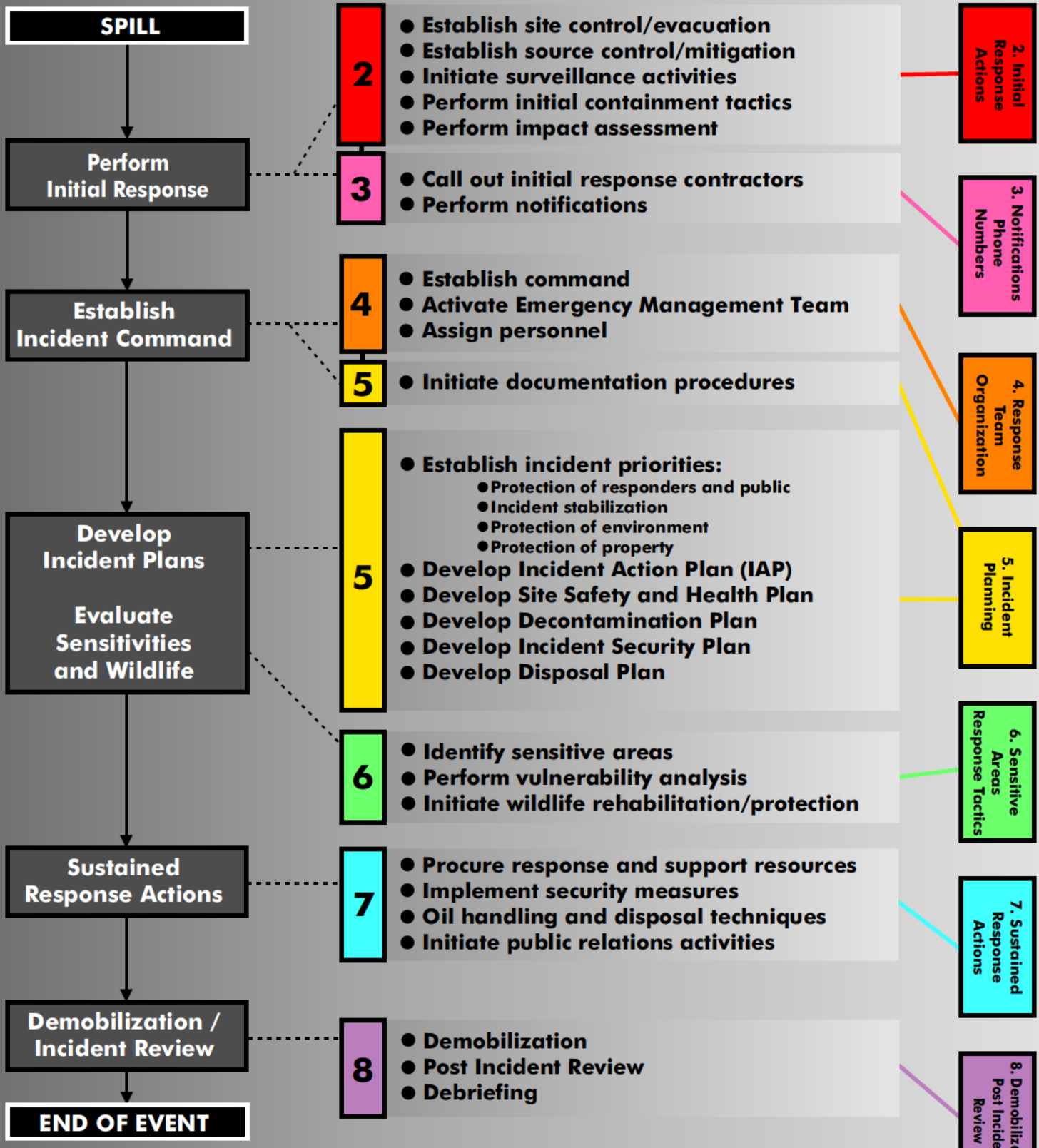
Response Procedures Flow Chart



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SECTION 1 Last revised: December 13, 2010

INTRODUCTION

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Figure 1-2 - Distribution List

Figure 1-3 - **85 East Street/Hamden** Information Summary

Figure 1-4 - **Facility** Area Map

Figure 1-5 - **Pipeline Overview**

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedure

1.3 Certification of Adequate Resources

1.4 Agency Submittal / Approval Letters

FIGURE 1-1 - RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the Environmental, Health, Safety, and Training Department (EHS&T) in conjunction with the Area Supervisor/Manager of Operations.

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
12/13/2010	Section 1.3	
12/16/2010	Section 3 Figure 3.1-3, Appedix A Figure A.2-3 and ERAP Figure 3-2	
12/16/2010	Appendix D.7	

FIGURE 1-2 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES		INITIAL DISTRIBUTION DATE
		PAPER	ELECTRONIC	
Mr. John (Wes) O'Neil	1802 Poth Lane Corpus Christi, Texas 78408	0	1	
Mr. Daniel R. Stokes	Magellan, 280 Waterfront Street New Haven, CT 06512	2	1	
Mr. Chris Nelson, Environmental Specialist	Magellan, P.O. Box 3102, Mail Drop 27-3 Tulsa, OK 74172	1	1	
Mr. Brian Coss, Senior Emergency Response Coordinator, Department of Environmental Protection, Marine Terminal Program	79 Elm Street Hartford, CT 06106-5127	1	0	
Captain Dan Ronan, Captain of the Port Long Island Sound, U.S. Coast Guard	120 Woodward Avenue New Haven, CT 06512	1	0	
Mr. Thomas Condon, Emergency Response Section, U.S. Environmental Protection Agency, Region 1	1 Congress Street, Suite 1100 (HBR) Boston, MA 02114-2023	1	0	

FIGURE 1-3 - 85 EAST STREET/HAMDEN INFORMATION SUMMARY

Owner/Operator:	Magellan P.O. Box 22186 Tulsa, OK 74121-2186
Owner Telephone:	(918) 574-7000
Facility Name:	85 East Street/Hamden
Facility Address:	85 East Street (Hamden address is 265 Welton Street) New Haven, CT 06511 (Hamden: 06517)
Facility Latitude/Longitude:	(b) (7)(F) [redacted]
Facility Telephone/Fax:	(203) 776-6597, (203) 562-1332 (Hamden Terminal), (203) 467-6058* (280 Waterfront Street) / (203) 466-4454 (280 Waterfront Street Terminal)
Facility EPA FRP #:	01A0166 (85E), 01A0167 (Hamden)
Facility USCG FRP #:	request from USCG
Facility PHMSA OSRP #:	1479
Description of Facility:	The 85 East Street Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum products (No. 2 fuel oil, asphalt, kerosene and diesel). Bulk products are principally received at the terminal by marine vessel at the terminal's vessel dock and transferred via product piping to bulk aboveground storage tanks located within the tank farm. Distribution of product is typically conducted at the terminal's truck loading racks or by transfer line. The 85 East Street Terminal is a bulk petroleum terminal located at 85 East Street, New Haven, Connecticut at approximately (b) (7)(F) [redacted]. The terminal is situated on an approximately 26 acre parcel of land located on the northwest shore of New Haven Harbor at the mouth of the Quinnipiac River, adjacent to the Tomlinson Street Bridge. The Long Wharf New Haven Maritime Center parking garage abuts the terminal to the southwest. The terminal has 17 above ground product storage tanks the largest with (b) (7)(F) [redacted] gallons of capacity. The 85 East terminal is connected to the Hamden terminal by a 3 mile 8 inch diameter pipeline which acts as a satellite storage facility for 85 East. The Hamden Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum product (No. 2 fuel oil). Bulk product transferred via pipeline

	from the 85 East Street Terminal to bulk aboveground storage tanks located at the Hamden Terminal. Distribution of product is conducted by transferring fuel oil back to the 85 East Street Terminal for distribution. These operations are performed several times per year. The Hamden Terminal is a bulk petroleum terminal located at 265 Welton Street in Hamden, Connecticut at approximately (b) (7)(F) [redacted] The terminal is situated on an approximately 11.5 acre parcel of land located in Hamden, Connecticut (Figure 5). The terminal is bounded to the east and west by the AMTRAK Rail tracks, and to the south by a railroad maintenance yard operated by A&K Railroad Materials, Inc. and AMTRAK. A small pond and adjacent wetland areas (part of the Quinnipiac River flood plain) border the terminal to the north and east. The Quinnipiac River channel is located approximately 1,000 feet east of the terminal's tank farm. The terminal has 10 above ground distillate product storage tanks the largest with (b) (7)(F) [redacted] gallons of capacity. The Hamden terminal is connected to the 85 East terminal by a 3 mile 8 inch diameter pipeline. There is no truck or marine loading at this terminal as the product is moved in or out of storage by the pipeline from 85 East terminal.

FIGURE 1-3 - 85 EAST STREET/HAMDEN INFORMATION SUMMARY

*24 Hour Numbers

Qualified Individuals: (Refer to APPENDIX A, FIGURE A.2-3 for QI Training Records)		Work	Home
	Daniel Stokes Supv Area 203/466-4427 (Office) (b) (6) (Home) 203/804-7011 *(Mobile)	280 Waterfront Street New Haven, CT 06512	(b) (6)
	James Bacon Supv Operations II 203/466-4425 (Office) (b) (6) (Home) 203/804-6288 *(Mobile)	280 Waterfront Street New Haven, CT 06512	
	Brien Pledger Supv Operations II 203/466-4418 (Office) (b) (6) (Home) 203/710-0175 *(Mobile)	280 Waterfront Street New Haven, CT 06512	

FIGURE 1-3 - 85 EAST STREET/HAMDEN INFORMATION SUMMARY, CONTINUED

Line Sections / Products Handled: (Refer to Product Characteristics and Hazards, FIGURE D.9-1)			
LINE NUMBER	**SECTION**	**LENGTH (miles)**	**PRODUCTS**
Distillate		0.085	Distillate
Distillate		0.085	Distillate
Liquid Asphalt		0.085	Liquid Asphalt
No. 2 Fuel Oil		2.82	No. 2 Fuel Oil

Description of Zone:	The pipeline carries refined oil (including) in the areas shown in **FIGURE 1-4** and **FIGURE 1-5**
Response Zone Consists of the Following Counties:	New Haven County
Alignment Maps (Piping, Plan Profiles):	Maintained at: Waterfront Street terminal office
Worst Case Discharge:	DOT/RSPA WCD volume for this plan is: (b) (7)(F) [redacted]
Statement of Significant and Substantial Harm:	The response zones in this system all contain pipelines greater than 6 5/8 inches and are longer than ten miles. At least one section of pipeline in each response zone crosses a major waterway or comes within five miles of a public drinking water intake. Therefore, in accordance with 49 CFR 194.103(c), each entire response zone described in this Plan will be treated as if expected to cause significant and substantial harm.

FIGURE 1-3 - 85 EAST STREET/HAMDEN INFORMATION SUMMARY, CONTINUED

Facility Data				
Location (Address and County)	**Hours of Operations/ Manning**	**Throughput**	**Date of Startup**	**Wellhead Protection Area**
85 East Street (Hamden address is 265 Welton Street) New Haven, New Haven County, CT 06511 (Hamden: 06517)	The 85 East Street Terminal is generally operated 24 hours a day, 365 days per year. The Hamden Terminal does not have established operating hours as the facility is not continuously manned.	85 East Street Average Monthly Receipt: (b) (7)(F) . Liquid Asphalt and (b) (7)(F) gal. Distillate 85 East Street Average Monthly Distribution: (b) (7)(F) gal. Liquid Asphalt and 30,497,796 gal. Distillate Hamden Average Monthly Receipt: (b) (7)(F) gal. Hamden Average Monthly Distribution: (b) (7)(F) gal.	1937 (Hamden: 1955)	N/A
Date and Type of Substantial Expansion				
The only facility expansions that have occurred are additions of various tanks. Refer to **FIGURE C-4** for tank data.				
Current Operations				
The 85 East Street Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum products (No. 2 fuel oil, asphalt, kerosene and diesel). The Hamden Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum product (No. 2 fuel oil).				

FIGURE 1-3 - 85 EAST STREET/HAMDEN INFORMATION SUMMARY, CONTINUED

Size, Type, and Number of Vessels the Facility can Transfer Oil to or from Simultaneously:	
The 85 East Street Terminal Dock is capable of receiving one barge or ship at a time, ranging between approximately (b) (7)(F) [redacted]	
Spill Detection and Mitigation Procedures:	Refer to **SECTION 2** and **APPENDIX D**.
Date Prepared:	

The information contained in this Plan is intended to be used as guidelines for the spill responder. Actual circumstances will vary and will dictate the procedures to be followed, some of which may not be included in this manual.

NOTE: For further information on the Qualified Individuals' training and qualifications, refer to **SECTION 4.5** and **APPENDIX A.2** in this Plan.

(b) (7)(F)

[redacted]

FIGURE 1-5 - PIPELINE OVERVIEW

Click here to view the Pipeline Overview

1.1 PURPOSE / SCOPE OF PLAN

The purpose of this Spill Response Plan (Plan) is to provide guidelines to quickly, safely, and effectively respond to a spill. The Facility is owned and operated by Magellan , herein referred to as ?Company.?

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), EPA Region I Regional Contingency Plan Specifically, this Plan is intended to satisfy:

- U.S. Environmental Protection Agency (EPA) requirements for an OPA 90 plan (40 CFR 112.20)
- U.S. Coast Guard (USCG) requirements for an OPA 90 plan (33 CFR 154.1035)
- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 plan (49 CFR 194)
- EPA requirements for a Spill Prevention Control and Countermeasures (SPCC) Plan (40 CFR 112.7)
- Occupational Safety and Health Administration (OSHA) requirements for emergency response plans (EAP and ERP) (29 CFR 1910)

1.2 PLAN REVIEW AND UPDATE PROCEDURE

In accordance with 40 CFR 112.20, this Plan will be reviewed annually and modified to address new or different operating conditions or information included in the Plan. Company internal policy states that the Plan will be reviewed at least annually and modified as appropriate. In the event the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary. If a new or different operating condition or information would substantially effect the implementation of the Plan, the Company will modify the Plan to address such a change and, within 30 days of making such a change, submit the change to PHMSA. EPA must receive the change within 60 days.

Upon review of the response plan for each five-year period, revisions will be submitted to PHMSA provided that changes to the current plan are needed, or a letter stating will be submitted to PHMSA stating that the plan is still current.

The U.S. Coast Guard (USCG) requires that plan changes be submitted in a timely manner. The plan review must occur within one (1) month of the anniversary date of the USCG approval letter. If no revisions are required, the facility owner or operator shall indicate the completion of the annual review on the record of changes page.

Examples of changes in operating conditions that would cause a significant change to the Plan include:

CONDITIONS REQUIRING REVISIONS AND SUBMISSIONS	EPA	USCG	PHMSA
Relocation or replacement of the transportation system in a way that substantially effects the information included in the Plan, such as a change to the Worst Case Discharge volume.	x		x
A change in the Facility's configuration that materially alters the information included in the Plan.	x	x	
A change in the type of oil handled, stored, or transferred that materially alters the required response resources.	x	x	x
A change in key personnel (Qualified Individuals).	x		x
Material change in capabilities of the Oil Spill Removal Organization(s) (OSROs) that provide equipment and personnel.	x		x
Material change in the Facility's spill prevention and response equipment or emergency response procedures.	x	x	
Any other changes that materially affect the implementation of the Plan.	x	x	x
A change in the name of the Oil Spill Removal Organization (OSRO).		x	
A change in the Facilities operating area that includes ports or geographic area.		x	

A change in the NCP or ACP that has significant impact on the equipment appropriate for response activities.			x

All requests for changes must be made through the Plan Coordinator and will be submitted to EPA by the Environmental, Health, Safety and Training Department (EHS&T).

1.3 CERTIFICATION OF ADEQUATE RESOURCES

CERTIFICATION
Pursuant to the Clean Water Act Section 311(j)(5)(F)

Magellan

The Magellan, hereby certify to the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation that they have obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.

Rick A. Olson
VP Pipeline Operations and Technical Services

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

Click here to view EPA Approval Letters

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

Click here to view PHMSA Approval Letter

SECTION 2 Last revised: January 2005

INITIAL RESPONSE ACTIONS

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Figure 2-1 - Initial Response Action Checklist

2.1 Spill Response

Figure 2.1-1 - Spill Response Action Checklist

2.1.1 Spill Detection and Mitigation Procedures

Figure 2.1-2 - Spill Mitigation Procedures

2.1.2 Spill Surveillance Guidelines

Figure 2.1-3 - Spill Surveillance Checklist

2.1.3 Spill Volume Estimating

Figure 2.1-4 - Spill Estimation Factors

2.1.4 Estimating Spill Trajectories

2.1.5 Initial Containment Actions

2.1.6 Safety Considerations

2.2 Fire and/or Explosion

2.3 Evacuation

2.4 Medical

2.5 Tornado

2.6 Flood

2.7 Ice/Snow Storm

2.8 Bomb Threat

2.9 Hurricane Preparedness

SECTION 2

INITIAL RESPONSE ACTIONS, CONTINUED

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2.10 Flammable Vapor Cloud Release Response Action Checklist

2.11 Hydrogen Sulfide (H_2S) Release

2.11.1 General Requirements

Figure 2.11-1 - Hydrogen Sulfide Effects

Figure 2.11-2 - Hydrogen Sulfide Initial Response Action Checklist

2.11.2 Personal Respiratory Protection

FIGURE 2-1 - INITIAL RESPONSE ACTION CHECKLIST

To be used in conjunction with Section 2.2 through 2.7

SPECIFIC RESPONSE ACTIONS	COMMENT
First Person On-Scene	
Assume the role of Incident Commander until relieved.	
Take appropriate personal protective measures.	
Notify Emergency Responders (911).	
Alert personnel in the area of any potential threat and/ or initiate evacuation procedures.	
Eliminate possible sources of ignition in the vicinity of any spilled product.	
Notify the Magellan Spill Reporting Number.	
Notify Qualified Individual.	
Qualified Individual	
The Qualified Individual will assume or assign the role of Incident Commander.	
Restrict access to the incident scene and surrounding area as the situation demands. Take any other steps necessary to minimize any threat to health and safety.	
Initiate the appropriate Initial Response Actions (**SECTION 2**).	
Ensure medical assistance has been requested for any injury.	
Ensure the Magellan Spill Reporting Number has been called to make appropriate regulatory notifications.	
Verify the type of product and quantity released, request/obtain Material Safety Data Sheets as necessary.	
Identify/isolate the source and minimize the loss of product.	
Coordinate further initial response actions with local supervision and Incident Commander.	
Environmental Specialist	
Notify appropriate regulatory agencies per the state reporting matrix and update any significant changes (**FIGURE 3.1-3**). • Send out initial release report to Company personnel. • Work assigned role in Spill Management Team, as needed. • Contact environmental contractors, as needed.	

FIGURE 2-1 - INITIAL RESPONSE ACTION CHECKLIST, CONTINUED

To be used in conjunction with Section 2.2 through 2.7

SPECIFIC RESPONSE ACTIONS	COMMENT
Incident Commander/Qualified Individual	
Activate the Spill Management Team (SMT), as the situation demands (**SECTION 4**).	
Activate additional response contractors and local response resources, as the situation demands (**SECTION 3**).	
Evaluate the Severity, Potential Impact, Safety Concerns, and Response Requirements based on the initial information provided by the First Person On-Scene.	
Classify the incident (**SECTION 3.1**).	
Confirm safety aspects at site, including need for personal protective equipment, sources of ignition, and potential need for evacuation.	
If necessary to ensure the safety of employees, reduce the potential for accidental ignition, or to mitigate further damage, take action to safely halt vehicular and/or railroad traffic in the affected area. Coordinate all requests for halting railroad traffic through the local police or fire authorities. All required vehicular and/or railroad traffic control activities will be conducted with the approval of the local police and/or fire authorities.	
Notify Manager of Operations or Director, as appropriate. Provide incident briefing and coordinate activation of Corporate Spill Management Team (SMT), as the situation demands.	
Coordinate/complete additional Internal and External Notifications (**SECTION 3**).	
Proceed to incident site and direct response and clean-up operations.	
Designated SMT personnel will immediately respond to an incident at the Facility as the situation demands.	
Perform response/cleanup operations as directed or coordinated by the Incident Commander.	
Assist as directed at the incident scene.	

2.1 SPILL RESPONSE

Emergencies are unplanned, significant events or conditions that require time-urgent response from outside the immediate or affected area of the incident. Incidents that do not pose a significant safety or health hazard to employees in the immediate vicinity and that can be controlled by employees in the immediate area or affected facility are not classified as emergencies that would invoke the emergency plan.

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
First Person to Discover Spill		
Take appropriate action to protect life and ensure safety of personnel. Contact the appropriate local emergency responders or request the office to do so.		
Obtain the information necessary to complete the Release/Spill Report Form (**FIGURE 3.1-2**) and phone this information to the Magellan Spill Reporting number to make appropriate regulatory notifications.		
Notify the Qualified Individual.		
(b) (7)(F) [redacted]		
Secure the scene: 1. Isolate the spill scene to assure the safety of people and the environment. Establish a SECURITY PERIMETER with barriers, roadblocks and fencing if possible. Keep non-essential personnel and onlookers outside the SECURITY PERIMETER. As soon as possible, assign security personnel to monitor roadblocks and other barriers, keep records of arriving responders, and to deny entry to unauthorized personnel. 2. Establish an EXCLUSION ZONE encompassing all free liquids, hazardous vapors, or any potential hazards such as fire or explosion. As soon as possible define the Hotline with a physical barrier (such as warning tape), and if possible upgrade the hotline to safety fencing as soon as materials are available. 3. All responders inside the SECURITY PERIMETER should wear high-visibility reflective vests for identification purposes. 4. Personnel should not be permitted to enter the EXCLUSION		

ZONE unless they are wearing appropriate PPE, and have been directed by the Incident Commander to cross the Hotline.		
Qualified Individual		
Assume role of Incident Commander until relieved.		
Conduct preliminary assessment of health and safety hazards.		
Evacuate non-essential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if necessary).		
Notify Local Emergency Responders, if necessary.		
Call out spill response contractors (**FIGURE 3.1-3**).		

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Qualified Individual, Continued		
If safe to do so, direct facility responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, etc. Keep drivers away from truck rack if spill occurs there.		
If safe to do so, direct facility responders to shut down and control the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) are within safe levels before sending personnel into the spill area.		
If safe to do so, direct facility responders to stabilize and contain the situation. This may include berming or deployment of containment and/or sorbent boom.		
For low flash oil (<100^{o}F); consider applying foam over the oil, using water spray to reduce vapors, grounding all equipment handling the oil, and using non-sparking tools.		
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.		
Environmental Specialist		
Notify appropriate regulatory agencies per the state reporting matrix, and update any significant changes (**FIGURE 3.1-3**).		
Send out initial release report to Company personnel.		
Work assigned role in spill management team, as needed.		
Contact environmental contractors, as needed.		
On-Scene Coordinator/Qualified Individual		
Activate all or a portion of Spill Management Team (SMT) (as necessary). Environmental Specialist will maintain contact with notified regulatory agencies.		
Ensure the SMT has mobilized spill response contractors (if necessary). It is much better to demobilize equipment and personnel, if not needed, than to delay contacting them if they are needed.		
Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and		

deployment, and area impacted. (Refer to **SECTION 5** for documentation.)		
Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in **SECTION 2.2** and **SECTION 2.3**. Send photographer / videographer, if safe.		

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
SECONDARY RESPONSE ACTIONS (Refer to SMT job descriptions in **SECTION 4.6**)		
FACILITY SPECIFIC RESPONSE CONSIDERATIONS (Refer to the **EMERGENCY RESPONSE PLAN** and **SECTION 6** for maps and sensitivity information).		

SITE SPECIFIC ACTIONS	
DOCUMENT ALL ACTIONS TAKEN	**INITIALS**
First Priority	
Account for all personnel and visitors.	
Identify and assess fire/safety hazards.	
Second Priority	
Secure spill source, if possible.	
Assure all required notifications are conducted.	
Secure all drainage leading from facility.	
Third Priority	
Facility drainage and secondary containment will be adequate to contain a spill of small or medium size, preventing it from reaching New Haven Harbor or Quinnipiac River. Once the spill has been contained, resources are present at the facility to recover spilled product, safety conditions permitting.	
If unable to contain spill to facility property, refer to SECTION 6.8 of the FRP or SECTION 9.0 of the ERAP for location of strategy.	
Once deployment of response equipment has been completed, initiate recovery of product.	
Upon arrival of SMT, assure all information is accurate and complete prior to being released.	
Assure proper documentation has been completed from initial discovery of spill to finish; reference **SECTION 5** in the **Spill Response Plan.**	

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Cold Weather Response		
PPE is essential; use a layered approach • Base Layer - lightweight, snug fitting, and has the ability to wick perspiration away from the body (silk, polypropylene, etc.) • Mid Layer - insulating and wicking material (fleece, wool, microfiber, etc.) • Waterproof Outer Layer - wind proof, water repellant material, breathable (nylon, gore-tex, down, etc.) • Footwear - thin socks (nylon, silk, wool), heavier socks (wool), overboots (rubber, waterproof & insulated) • Hand and Head Protection - layer with liners and waterproof shells as appropriate, 40-80% of heat loss is through the head (gore-tex, fleece, wool, down, etc.) Remember the COLD method; Clean (keep insulating layers clean), Overheating (adjust layers of clothing as needed), Loose Layers (wear several layers that don't impede circulation), Dry (stay dry, avoid cotton).		
Watch for signs of hypothermia (shivering, apathy, slurred speech, confusion, poor coordination and unconsciousness). Call for medical assistance if symptoms are present.		
If spill involves a water body, assess water body conditions including: • Location of release and product • Current and direction of movement (spill movement will be slower under ice)		
Conducting oil recovery operations on iced bodies of water can be dangerous. Only personnel or OSROs trained in cold weather response tactics should undertake this type of effort.		
Rules and Tactics for Ice recovery operations by trained and qualified personnel:		

• Always use a buddy system and wear harnesses when working on ice. • Do not stand over slotted ice. • Determine thickness of ice (A powered auger can be used to determine ice conditions). Note: River Ice will be less stable than Lake Ice. • Slotting involves cutting and removing ice blocks at a 30 degree angle to the current. The end of the slot should be wide enough to house an oil skimmer. • Slots should be cut with a slight "J" curve to provide current slow toward the shoreline recovery area. • Effective barriers can be installed by augering holes next to each other and installing plywood sheets to divert product to a sump area.		

FIGURE 2.1-1 - SPILL RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Cold Weather Response		
Snow can absorb released product. Depending on the moisture content of the snow, it can act as a wick, pulling product away from the release site. Impacted snow can be addressed by techniques including: • Temporary storage in a side dump to reduce or eliminate any leakage from melting snow or product • Stockpiling under a rack so melt water and product drain to a sump • Using a "thawzall" heating system to melt snow stockpiled under a rack or in a side dump.		
Well-compacted snow lined with plastic can be used as a berming material.		
Employ standard spill response procedures, including: • Establish incident command. • Making proper notifications. • Identify and Isolate the source. • Monitor weather conditions. • Use appropriate PPE. • Monitor vapors. • Establish site control.		

2.1.1 Spill Detection and Mitigation Procedures

See **APPENDIX D.3** for spill detection protocols.

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in FIGURE 2.1-1. Discharge volume calculations are provided in **APPENDIX D**.

FIGURE 2.1-2 - SPILL MITIGATION PROCEDURES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close block valves. 3. Drain product into containment areas if possible. 4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.
Tank Overfill/Failure	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert source of incoming flow to tank. 3. Transfer fluid to another tank with adequate storage capacity (if possible). 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. Ensure that dike discharge valves are closed. 6. Monitor diked containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (under pressure and no pressure)	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest block valves on each side of the rupture. 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. If piping is leaking and under pressure, then relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.

Fire/Explosion	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments. 3. Attempt to extinguish fire if it is in incipient (early) stage and **if it can be done safely**. 4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely). 5. Eliminate sources of vapor cloud ignition shutting down all engines and motors. 6. Control fire before taking steps to contain spill. See also fire/explosion response steps in **SECTION 2.2**.
Manifold Failure	1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing block valves on both sides of the leak/rupture. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. Drain fluids back into containment areas (if possible).

2.1.2 Spill Surveillance Guidelines

- Surveillance of an oil spill should begin as soon as possible following discovery to enable response personnel to assess spill size, movement, and potential impact locations
- Dispatch observers to crossings downstream or down gradient to determine the spills maximum reach
- Clouds, shadows, sediment, floating organic matter, submerged sand banks or wind-induced patterns on the water may resemble an oil slick if viewed from a distance
- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick
- It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline
- Spill surveillance is best accomplished through the use of helicopters or small planes; helicopters are preferred due to their superior visibility and maneuverability
- If fixed-wing planes are to be used, high-wing types provide better visibility than low-wing types
- All observations should be documented in writing and with photographs and/or videotapes
- Describe the approximate dimensions of the oil slick based on available reference points (i.e. vessel, shoreline features, facilities); use the aircraft or vessel to traverse the length and width of the slick while timing each pass; calculate the approximate size and area of the slick by multiplying speed and time
- Record aerial observations on detailed maps, such as topographic maps
- In the event of reduced visibility, such as dense fog or cloud cover, boats may have to be used to patrol the area and document the location and movements of the spill; however, this method may not be safe if the spill involves a highly flammable product
- Surveillance is also required during spill response operations to gauge the effectiveness of response operations; to assist in locating skimmers; and assess the spill's size, movement, and impact
- An Spill Surveillance Checklist is provided in **FIGURE 2.1-3**

FIGURE 2.1-3 - SPILL SURVEILLANCE CHECKLIST

Record your observations of spilled oil either in a notebook or directly on a chart of the area under observation. This checklist is an aid for organizing your observations.

General Information	
Date:	Tidal or river stage (flood, ebb, slack, low water):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Platform (helicopter, fixed-wing aircraft, boat):
Observer's name:	Flight path/trackline:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (i.e. foggy locations, restricted air spaces, shallow water areas):
Oil Observations	
Slick location(s):	Color and appearance (i.e. rainbow, dull or silver sheen, black or brown in color or mousse):
Slick dimensions:	Percent coverage:
Orientation of slick(s):	Is oil recoverable (Y/N)?:
Distribution of oil (i.e. windrows, streamers, pancakes or patches):	
Considerations	
• During surveillance flights, travel beyond known impacted areas to check for additional oil spill sites • Include the name and phone number of the person making the observations • Clearly describe the locations where oil is observed and the areas where no oil has been seen	
Other Observations	
Response Operations	
Equipment deployment (general locations where equipment is working and whether they are working in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):	

Environmental Observations
Locations of convergence lines, terrain, and sediment plumes:
Locations of debris and other features that could be mistaken for oil:
Wildlife present in area (locations and approximate numbers):

2.1.3 Spill Volume Estimating

Early in a spill response, estimation of spill volume is required in order to:

- Report to agencies
- Determine liquid recovery requirements
- Determine personnel and equipment requirements
- Estimate disposal and interim storage requirements

Some rapid methods to estimate spill size are:

- Transfer operations: Multiply the pumping rate by the elapsed time that the leak was in progress, plus the drainage volume of the line between the two closest valves or isolation points (volume loss = pump rate [bbls/min] x elapsed time [min] + line contents [bbl])
- Tank overfills: Elapsed time multiplied by the pumping rate
- Visual assessment of the surface area and thickness (**FIGURE 2.1-4**); the method may yield unreliable results because:
    - Interpretation of sheen color varies with different observers
    - Appearance of a slick varies depending upon amount of available sunlight, sea-state, and viewing angle
    - Different products may behave differently, depending upon their properties

FIGURE 2.1-4 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	**Approx. Film Thickness**		**Approx. Quantity of Oil in Film**	
	inches	**mm**		
Barely Visible	0.0000015	0.00004	25 gals/mile^2	44 liters/km^2
Silvery	0.000003	0.00008	50 gals/mile^2	88 liters/km^2
Slightly colored	0.000006	0.00015	100 gals/mile^2	179 liters/km^2
Brightly colored	0.000012	0.0003	200 gals/mile^2	351 liters/km^2
Dull	0.00004	0.001	666 gals/mile^2	1,167 liters/km^2
Dark	0.00008	0.002	1,332 gals/mile^2	2,237 liters/km^2

Thickness of light oils: 0.0010 inches to 0.00010 inches
Thickness of heavy oils: 0.10 inches to 0.010 inches

2.1.4 Estimating Spill Trajectories

In some cases, oil spill trajectories should be estimated in order to predict direction and speed of the slick movement. Trajectory calculations provide an estimate of where oil slicks may impact shorelines and other sensitive areas, and also provide an estimate of the most effective location in which to mobilize spill response resources for protection, containment, and recovery.

Oil spill trajectories can be estimated using vector addition or with computer programs. Hand calculations typically utilize the following assumptions:

- Oil moves at approximately the same direction and speed as the water currents, unless the winds are strong
- Wind speed can be multiplied by 0.034 to determine the effect of winds on speed and direction of spill movement
- The combined effects of winds and currents can be added to estimate spill movement speed and direction

More sophisticated predictions can be obtained from computer programs. Oil spill trajectory services can be obtained from:

- National Oceanic and Atmospheric Administration (NOAA) through the Federal On-Scene Commander (FOSC)
- Private consulting firms

2.1.5 Initial Containment Actions

Initial containment actions will focus on utilizing containment on site in the most effective manner to:

- Prevent the oil from impacting water, thereby reduce the surface area and the shoreline to be cleaned
- Concentrate the oil (when safe to do so), making physical recovery more efficient
- Limit the environmental impact to the immediate spill area

Selection of the appropriate location and method will depend upon:

- Length of time spill occurs before being noticed
- Amount of spill
- Area of coverage

- Environmental factors such as wind speed and direction
- Oil's characteristics

2.1.6 Safety Considerations

- Containment actions should not be conducted during inclement weather or unsafe conditions such as high winds, fast currents, or unstable terrain
- Eliminate all ignition sources
- Avoid contact with the spilled product
- Use respiratory protection (if applicable)
- Ensure that the area remains secure to air traffic

2.2 FIRE AND/OR EXPLOSION

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST	
TASK	**INITIALS**
At a manned facility	
Evaluate the situation; approach cautiously from upwind; do not rush in	
Warnings, Notifications, and Evacuation: • Alert co-workers or others on-site; use alarm systems • Account for all personnel • Notify local police and fire departments (911), provide detailed information regarding material, product and equipment involved, wind direction • Notify the Qualified Individual • Notify the utility companies if on-site utilities, such as gas and electric, may be affected by the fire	
Site Control: • Account for all personnel; use an entry/exit log that includes names, company and time • Prepare evacuation routes and monitor incident for changes requiring evacuation • Keep outside personnel from entering the facility; enlist aid from law enforcement • Establish safety zones • Meet fire personnel at gate; have copy of emergency plans and data on affected tank(s) • Establish a safe media assembly area	
Fire Fighting: • Trained company personnel, firefighters, or fire and hazard control techs may attempt to extinguish the fire if it is in the incipient (early) stage and IF IT CAN BE DONE SAFELY; personnel should be prepared to evacuate if fire is beyond their capabilities to fight • If fire is too large for a Hazmat Tech to fight, the person sounding the alarm or	

making the phone call to 911 should stand by at a safe distance to direct the fire department and to keep personnel from entering the danger area	
Establish Command: • Establish Incident Command • Establish a Command Post and lines of communication; use radios and cell phones • Provide fire department with contact numbers or facility radio • Appoint a recorder	

Additional Resources:
 	
• Call in additional resources if on scene personnel and equipment are inadequate to handle the emergency
  • Air Monitoring contractors should be contacted for any large fire
  • Specialty Fire-fighting services
  • Oil Spill Removal Organizations (OSROs)	

Conduct a post-emergency evaluation and report	

2.2 FIRE AND/OR EXPLOSION, CONTINUED

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED	
TASK	**INITIALS**
At an unmanned facility	
Handle the call	
Warnings and Notifications: • Notify local police and fire departments (911) • Notify the Qualified Individual • Notify the utility companies if on-site utilities, such as gas and electric, may be affected by the fire • Notify railroads or local emergency officials to halt traffic If roads or railroads are in the affected area	
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in	
Site Control: • Account for all personnel • Prepare evacuation routes and monitor incident for changes requiring evacuation • Keep outside personnel from entering area – enlist aid from law enforcement • Establish safety zones • Meet fire personnel at scene; have copy of emergency plans and data on affected lines	
Valves and Controls: • If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves outside the affected area • Stay in contact with Quilified Individual to update on valve closings	
Establish Command: • Establish Incident Command	

• Establish a Command Post and lines of communication -use radios and cell phones • Provide fire department with contact numbers • Appoint a recorder	
Additional Resources: • Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency • Air monitoring contractors should be contacted for any large fire • Specialty firefighting services • Oil Spill Removal Organizations (OSROs)	
Conduct a post-emergency evaluation and report	

2.3 EVACUATION

EVACUATION CHECKLIST	
TASK	**INITIALS**
Request assistance from off-site agencies; convey Command Post's location	
Assemble personnel at predetermined safe location: upwind/up gradient of release (regrouping area)	
Account for Company and contractor personnel	
Assess casualties (number/type/location)	
Determine probable location of missing personnel	
Secure site, establish re-entry point and check-in/check-out procedures	
Develop list of known hazards (confined spaces, electrical hazards, physical hazards, vapors, oxygen deficiency, fire/explosion, etc.)	
Monitor situation (weather, vapors, product migration) for significant changes	
Assist in developing a Rescue Plan if necessary	

2.3 EVACUATION, CONTINUED

EVACUATION FACTORS	
FACTOR	**DESCRIPTION**
Stored material location	• Located in oil storage area • Identified in facility Plot Plan (**APPENDIX C**)
Spilled material hazards	• Hazard is fire/explosion
Water currents, tides or wave conditions	• Not applicable
Evacuation routes	• Routes are summarized on Evacuation Plan Diagram (**APPENDIX C**) • Criteria for determining safest evacuation routes from facility may include: wind direction, potential exposure to toxins and carcinogens, intense heat, potential for explosion/fire, and blockage of planned route by fire, debris, or released liquid
Alternate evacuation routes	• Alternate routes may exist; refer to Evacuation Plan Diagram (**APPENDIX C**)
Injured personnel transportation	• Emergency vehicles can be mobilized to the facility
Alarm/Notification system location	• Air horn will be used as notification of an emergency situation • One three-second blast = emergency constituting evacuation of location • Three one-second blasts = emergency constituting going to a designated weather shelter
Community evacuation plans	• Company may request local police, county sheriff and/or state police assistance. Community evacuations are the responsibility of these agencies. •
Spill flow direction	• The spill flow direction for the 85 East Street Terminal is east and south, while the spill flow direction for the Hamden Terminal is

	northeast. • Identified in facility drainage diagram (**APPENDIX C**)
Prevailing wind direction and speed	• Typical spring and summer weather consists of light breezes in the morning and brisk winds (10 to 15 knots) in the afternoon, usually diminishing at dusk. As the day progresses, the prevailing southwest wind becomes stronger as it travels over the water. Occasional brief thunderstorms in the summer can bring winds gusting to 50 knots. In the fall, one can expect northeast storms lasting up to three days with high winds and cold rain. • Because wind direction varies with weather conditions, consideration for evacuation routing will depend in part on wind direction
Emergency personnel/response equipment arrival route	• The 85 East Street Terminal arrival route for responding contractors would be by East Street, New Haven Connecticut or by New Haven Harbor. The Hamden Terminal arrival route for responding contractors would be by Welton Street, Hamden, Connecticut. • Directions to nearest medical facility provided below

2.3 EVACUATION, CONTINUED

EVACUATION FACTORS	
FACTOR	**DESCRIPTION**
Centralized check-in area	• 85 East truck loading office or parking lot. Off-site command center would be Waterfront terminal office. • Supervisor is responsible for head count
Mitigation Command Center location	• Initial Command Center located at Terminal Office building for the Hamden Terminal • Mobile Command Posts may be established as necessary
Facility Shelter Location	• Terminal Office building • Not a safe harbor from fires, explosions, vapor clouds, or other significant emergencies; however, may be used for temporary shelter from inclement weather
Directions to nearest medical facility	Directions to Yale-New Haven Hospital and St. Raphael Hospital : • To Yale-New Haven Hospital in New Haven, Connecticut from 85 East Street Terminal: ? Left onto East Street ? Right onto Water Street ? Left onto Brewery Street to SR-34W access ramp ? Right onto access ramp onto SR-34W to the first exit ? Exit and merge onto N Frontage Road to College Street ? Left onto College Street to Congress Avenue ? Right onto Congress Avenue to Cedar Street ? Right onto Cedar Street to 333 Cedar Street • To St. Raphael Hospital in New Haven, Connecticut from 85 East Street Terminal: ? Left onto East Street ? Right onto Water Street ? Left onto Brewery Street to SR-34W access ramp ? Right onto access ramp onto SR-34W to Howe Street ? Right onto Howe Street to stay on SR-34W ? Left onto Chapel Street to stay on SR-34W to 1450 Chapel Street • To Yale-New Haven Hospital in New Haven, Connecticut from 265 Welton Street Terminal: ? South on Welton Street toward Benton Street ? Right onto Atlas Street ? Left onto State Street ? Take the Interstate 91 South ramp (towards Interstate 95) and merge onto I-91 South ? Take exit towards Downtown New Haven (SR-34 W) and merge onto SR-34 W ? Exit and merge onto N Frontage Road

	to College Street ? Left onto College Street to Congress Avenue ? Right onto Congress Avenue to Cedar Street ? Right onto Cedar Street to 333 Cedar Street • To St. Raphael Hospital in New Haven, Connecticut from 265 Welton Street Terminal: ? South on Welton Street toward Benton Street ? Right onto Atlas Street ? Left onto State Street ? Take the Interstate 91 South ramp (towards Interstate 95) and merge onto I-91 South ? Take exit towards Downtown New Haven (SR-34 W) and merge onto SR-34 W ? Right onto access ramp onto SR-34W to Howe Street ? Right onto Howe Street to stay on SR-34W ? Left onto Chapel Street to stay on SR-34W to 1450 Chapel Street

ALARM DESIGNATION	**ALARM DESCRIPTION** (Audio and Visual Signals)	**ANNOUNCEMENTS** (Public Address or Intercom)	**IMMEDIATE ACTIONS** (Non-Emergency Personnel)
Facility Evacuation	This tone is an alternating 16 second up and 8 second down tone for a total of 1 1/2 minutes. This alarm is to be used for emergencies requiring local evacuation.	Details and instructions provided as necessary via PA System.	Follow established Evacuation Procedures (**SECTION 7**).

2.4 MEDICAL

MEDICAL CHECKLIST	
TASK	**INITIALS**
Summon Emergency Medical Services (EMS) to the scene	
Do not move the patient unless a situation (such as a fire) threatens their life	
If trained, provide first aid until the EMS arrives at the scene	
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrives at the scene	
The rescuer's role includes: • Removing the patient from any situation threatening their life or the lives of rescuers • Correcting life-threatening problems and immobilizing injured parts before transporting the patient • Transporting the patient in a way that minimizes further damage to injured parts • Administering essential life support while the patient is being transported • Observing and protecting the patient until medical staff can take over • Administering care as indicated or instructed	

2.5 TORNADO

TORNADO CHECKLIST	
TASK	**INITIALS**
Use television or radio to monitor news weather reports	
When a tornado warning is issued, sound the local alarm	

Tornado Watch:
• Tornado watch means conditions are favorable for tornadoes
• Monitor television, radio or weather alert radio reports for approaching storms
• Be prepared to take action if the watch is upgraded to a warning
• Pre-Identify facility shelter locations
  • Sturdy building
  • Bottom floor
  • Innermost room with the maximum number of walls between occupants and outside
  • Minimum number of windows	

Tornado Warning: • Tornado warning means a tornado has been sighted. A warning may come from emergency officials but may also come from facility personnel who site a funnel formation and hear a roar similar to a jet engine • **People in its path should take shelter immediately** • Sound the local alarm • Have location personnel report to a designated shelter area • Consider shutting down operations if it can be done safely • Account for all personnel • Take shelter; under furniture using arms to protect head and neck	
After High Winds or Tornadoes: • Account for all personnel; check for injuries and contact emergency medical assistance, if needed • Evaluate the facility • Use caution when entering damaged buildings • Check for down power lines • Update the Qualified Individual/Supervisor	
Perform Initial Response Actions functions as stated in **FIGURE 2-1**	

Conduct post-emergency evaluation and report	

2.6 FLOOD

FLOOD CHECKLIST	
TASK	**INITIALS**
Perform continuous monitoring of the situation by listening to radio and/or television reports. Consider utilizing your local LEPC contacts	
Flood watch means flooding is possible	
Flood warning means flooding is occurring or is imminent	
Update the Qualified Individual/Supervisor, Management, Commercial and Operations Control when flooding is imminent	
Consider preparing a site specific shutdown procedure prior to the actual flooding event and share this information with location personnel. Use a site specific shutdown procedure when flooding is imminent	
Pre-establish an evacuation plan and action levels for executing shutdown and evacuation (**SECTION 2.3**)	
Take preliminary actions to secure the facility before flooding and mandatory evacuation	
Forecast staffing requirements and plan accordingly.	
Consider obtaining the following services early in the process to ensure availability: • Sandbags • Portable pumps and hoses • Power generators	
Remove product from underground storage tanks (i.e., sumps and separators, if applicable) and replace with water to prevent them from floating out of the ground	
Keep at least a normal bottom in all above ground tankage, more if possible	
If time allows, consider removing pumps and motors that may be affected by a flood Plug all rack drains and facility drains connected to the sump	
Anchor, move or otherwise protect all bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable)	
Monitor locations of 30 day retention samples and gasoline cans	
Remove all vehicles from potential flood area	
Maintain contact with OSROs before and during flooding conditions	
Continually update Qualified Individual/Supervisor, Management, Commercial and Operations Control on facility status	
Back up computer files	

Remove or move to higher elevation assets such as files, computers, and spare parts	
Communicate potential for shutting off high voltage power and natural gas lines to energy providers	
Close all valves on product and additive storage tanks	
Before evacuation, know where all the employees or contractors will be residing and obtain phone numbers so they can be contacted if additional emergencies occur	
Conduct a post-emergency evacuation and report	
Maintain hazards awareness: • Structural damage • Downed power lines • Leaking natural gas, water, and sewer lines • Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture • Avoid direct contact with flood water, mud, and animal carcasses	

2.7 ICE/SNOW STORM

ICE/SNOW STORM CHECKLIST	
TASK	**INITIALS**
Monitor news and weather reports on television or the radio	
Alert co-workers or others on-site that severe weather is approaching	
Be aware of the dangers posed by ice and snow falling from equipment	
Be aware of product release danger posed by ice falling on exposed piping	
Monitor ice and snow accumulation on tanks	
Obtain snow or ice removal equipment	
Obtain generators, if necessary to re-power facilities	
Use cold weather response techniques when responding to product spills as released product may flow under ice or snow	
Establish and maintain communication with personnel in remote areas	
Ensure that vehicles have a full tank of gas and are functioning (heater, windshield wipers, etc.)	
Consider limiting vehicle traffic	
Obtain fresh water supplies	
Notify the supervisor/Qualified individualif the facility loses power or is otherwise unable to operate	

2.8 BOMB THREAT

(b) (7)(F)

[redacted]

2.9 Hurricane Preparedness

Refer to Terminals separate Hurricane Preparedness Plan if applicable

2.10 FLAMMABLE VAPOR CLOUD RELEASE RESPONSE ACTION CHECKLIST

Not applicable at this facility.

2.11 HYDROGEN SULFIDE (H_2S) RELEASE

Not applicable at this facility.

SECTION 3 Last revised: December 16, 2010

NOTIFICATIONS / TELEPHONE NUMBERS

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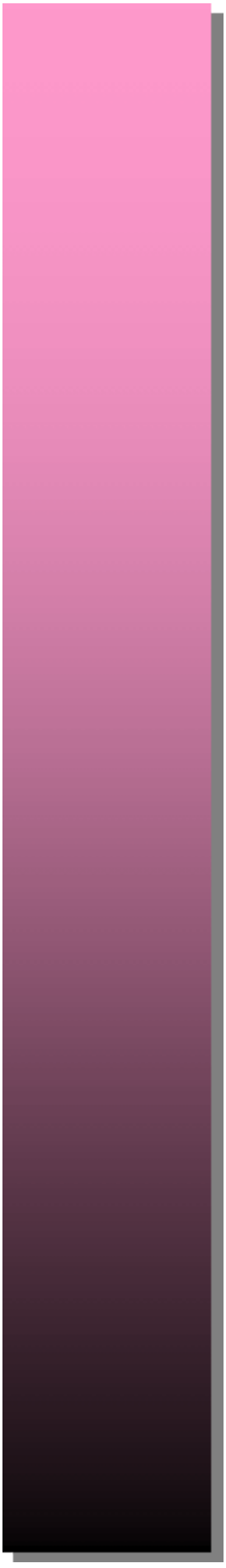
3.1 Emergency Information and Notification Procedures

Figure 3.1-1 - Emergency Notification Flow Chart

Figure 3.1-2 - Release / Spill Report Form

Figure 3.1-3 - Notifications and Telephone Numbers



3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

The notification sequence for a spill is as follows:

- Facility personnel will identify and control the source of a spill, if safe to do so, then will notify the Qualified Individual and Operations Control Center.

- The Qualified Individual will assume or assign the role of Incident Commander, and will conduct notifications as illustrated in the Notification Flow Chart (**FIGURE 3.1-1**).

The priority of actions and response procedures will depend upon actual circumstances and will be determined by the Incident Commander.

This section also contains the following:

- FIGURE 3.1-2 provides a Release/Spill Report Form. This form is utilized for initial and follow-up notifications. Follow-up notifications are the responsibility of the Liaison Officer.

- FIGURE 3.1-3 provides a notification summary and documentation form to assist in documenting notifications.

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

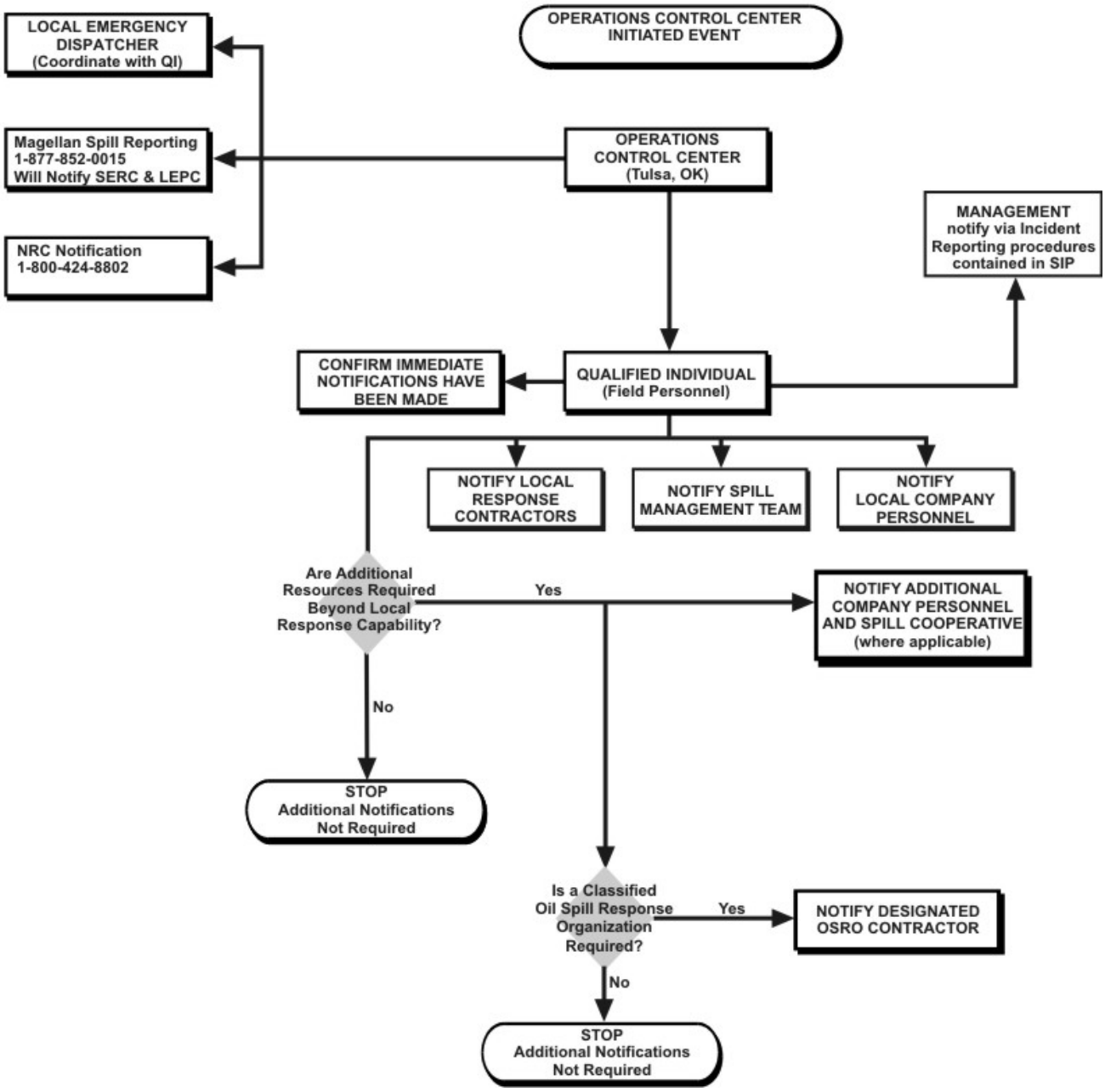


FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART, CONTINUED

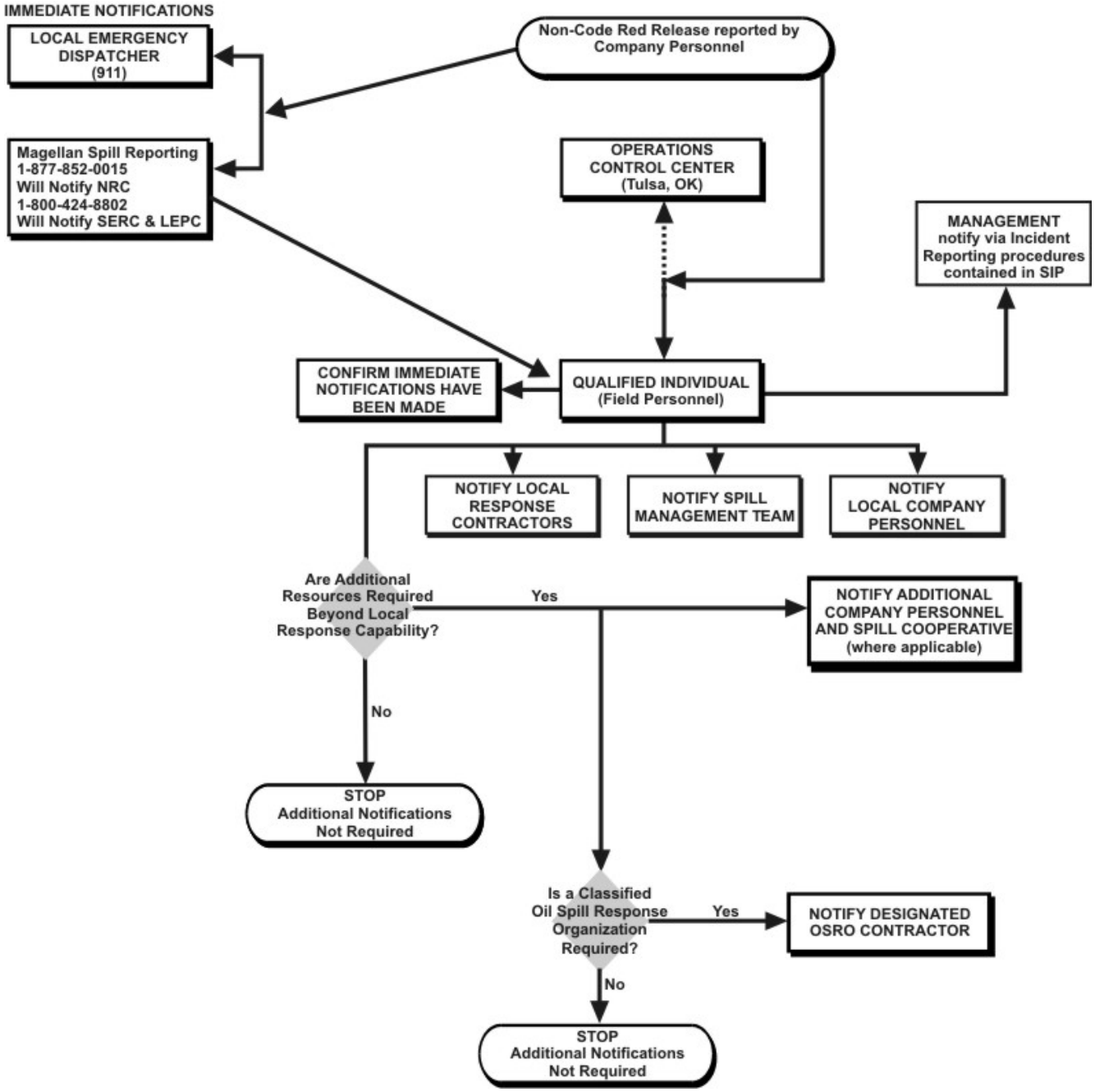


FIGURE 3.1-2 - RELEASE / SPILL REPORT FORM

Call Magellan Spill Reporting at 1-877-852-0015 to report all releases (suspected or confirmed)

Is this a drill: Type of Drill: MAGELLAN MIDSTREAM PARTNERS, L.P.

Reporter's Name: Report Time:

Please provide the correct spelling

Phone Number: Job Title:

Date Release Occurred:

Month Day Year State

Material:

CHRIS Code

*Released to:

Define Other:

Estimated Released	0 (gallons)
Estimated Discharge to Water	0 (gallons)
Estimated Free Liquids Recovered	0 (gallons)
Estimated Amount Recovered Soil	0 (gallons)
Estimated Total Amount Recovered	0 (gallons)
Estimated Amount Not Recovered	0 (gallons)

Note: *For a release to be contained inside of a "dike" it must be a permanent dike designed specifically to contain releases.

Was maintenance being performed at the time of the incident? Intentional Blowdown?

Release Reportable? Waterway Affected? Waterway Name:

Report	Date	Number	Time	Name	Title	City	State
NRC ☐							
SERC ☐							
	Was a written report requested?			Time Frame	Days		
TNRCC ☐							

	If a written report is requested, do not provide it. Contact Environmental Specialist.						
LEPC ☐							
Other ☐							

Facility Name Release Occurred: _____ Facility Type: _____

Did release occur on loading rack or non-breakout tank/piping? ☐ If yes, Ignore Pipeline Information

AND/OR

Pipeline Name Release Occurred: _____

Pipeline Interstate Asset? _____

Incident Description: (Include details of container type, and facility and container volumes in gallons, and the distance and direction from the nearest city in miles and degrees)

Response Actions:

Impact: (Include description of the medium affected and any relevant additional information; and in addition, provide the details of any evacuations, including the number of persons evacuated)

FIGURE 3.1-2 - RELEASE / SPILL REPORT FORM - CONTINUED

Call Magellan Spill Reporting at 1-877-852-0015 to report all releases (suspected or confirmed)

Release Discovered by: Discover Time:

Release Verified: Verification Time: Release Stop Time:

BU: District: Area:

Area Supervisor: Asset Integrity Contact: (COM/Maint Supervisor)

Address of Release: City:

Nearest City: County: Zip Code:

Caller's E-mail Address: Provide spelling of e-mail address.

Pipeline Address:

Section Township Range Milepost Tract #

Latitude Longitude

Engineering Stationing Number:

Origin of Release:

Cause (pre-investigation) Check all that apply:

- ☐ Third Party Damage
- ☐ Internal Corrosion
- ☐ External Corrosion
- ☐ Natural Forces
- ☐ Human Error - Contractor
- ☐ Human Error - Company Personnel
- ☐ Human Error - Driver
- ☐ Pipe or Weld Failure - Other than Corrosion
- ☐ Equipment Failure
- ☐ Unknown
- ☐ Other

Did weather affect the release in any ☐ Yes ☐ If Yes,

way? No Explain:

Temp Relative Humidity Precipitation:

Cloud Cover Wind Speed Wind Direction:

Injury Fire Fatality Explosion Unconsciousness

Injury Requiring Hospitalization? Significant News Coverage:

Incident Classification: Loss/Damage Estimate:

Loss and damage estimate should include all costs associated with clean-up (maintenance, cleanup, product loss).

Environmental Contact for release:

Safety Contact for this release:

Form completed by: Completion Date:

Latest revision date for form 06/16/08
Replaces previous revision date 02/20/04

Magellan Midstream Partners, L.P.
One Williams Center, P.O. Box 3102
Tulsa, OK 74172

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

FACILITY RESPONSE TEAM		
NAME/TITLE	**PHONE NUMBER**	**RESPONSE TIME (hours)**
Daniel Stokes Supv Area **Qualified Individual**	203/466-4427 (Office) (b) (6) (Home) 203/804-7011 *(Mobile)	0.50
James Bacon Supv Operations II **Qualified Individual**	203/466-4425 (Office) (b) (6) (Home) 203/804-6288 *(Mobile)	0.50
Brien Pledger Supv Operations II **Qualified Individual**	203/466-4418 (Office) (b) (6) (Home) 203/710-0175 *(Mobile)	0.50

Refer to **APPENDIX A, FIGURE A.2-3** for personnel training records. Refer to **FIGURE 1-1** for last date revised.

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

EMERGENCY RESPONSE PERSONNEL						
NAME/TITLE	**PHONE NUMBER**	**RESPONSE TIME (hours)**	**RESPONSIBILITY DURING RESPONSE ACTION**	**RESPONSE TRAINING TYPE[1]**		
				1	**2**	**3**
Daniel Stokes Supv Area **Qualified Individual**	203/466-4427 (Office) (b) (6) (Home) 203/804-7011 * (Mobile)	0.50	Spill Management Team	x		x
James Bacon Supv Operations II **Qualified Individual**	203/466-4425 (Office) (b) (6) (Home) 203/804-6288 * (Mobile)	0.50	Spill Management Team	x		x
Brien Pledger Supv Operations II **Qualified Individual**	203/466-4418 (Office) (b) (6) (Home) 203/710-0175 * (Mobile)	0.50	Spill Management Team	x		x
Rick Bondy ER Preparedness Prog Coordinator	918/574-7363 (Office) (b) (6) (Home) 918/629-8207 * (Mobile)	12	SMT Coordinator	x	x	
William Gilbert Safety Representative II	203/466-4481 (Office) (b) (6) (Home) 203/710-8964 * (Mobile) 203/867-1465 (Pager)	0.50	Safety Representative	x	x	x
Chris Nelson Environmental Specialist II	918/574-7380 (Office) (b) (6) (Home) 918/706-6162 * (Mobile)	12	Agency Liason	x		

Bruce Heine Dir Government & Media Affairs	918/574-7010 (Office) (b) (6) (Home) 918/645-8989 * (Mobile)	12	Spill management team - media relations	x	x	

EMERGENCY RESPONSE TRAINING TYPE	
TYPE	**DESCRIPTION**
1	29 CFR 1910.120 HazWoper
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

EMERGENCY RESPONSE CONTRACTORS						
NAME/TITLE	**PHONE NUMBER**	**RESPONSE TIME (hours)**	**RESPONSIBILITY DURING RESPONSE ACTION**	**RESPONSE TRAINING TYPE[1]**		
				1	**2**	**3**
Moran Environmental Recovery (formerly Fleet Environmental Services)	(800) 562-7611	1	Containment recovery operations	x	x	
United Industrial	(888) 276-0887	1	Spill Response	x	x	x
Sea Support	(203) 467-1590	1	Boom Deployment	x	x	x
Connecticut Tank	(888) 304-8265 (203) 384-6020	1	Vac Trucks, Excavating Equipment	x	x	x

EMERGENCY RESPONSE TRAINING TYPE	
TYPE	**DESCRIPTION**
1	29 CFR 1910.120 HazWoper
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
Magellan Spill Reporting	(877) 852-0015*	
National Response Center (NRC)	(800) 424-8802* (202) 267-2675*	
Recommended		
Federal Agencies		
FEMA Region I	(617) 223-9555	
Occupational Safety and Health Administration (OSHA)	(860) 240-3152	
Regional Response Center (EPA REGION I)	(617) 723-8928	
U.S. Coast Guard 24-hour Response	(203) 468-4444	
U.S. Fish and Wildlife	(860) 399-2513	
State Agencies		
Connecticut State DEP 24-hour Spill Response	(860) 424-3338	
Connecticut State Police	(203) 393-4200	
CT State Emergency Response Commission (SERC)	(860) 424-3373	
Hamden, CT Fire Marshall	(203) 407-3182	
New Haven, CT Fire Marshall	(203) 946-6232	
Local Agencies		
Hamden Local Emergency Planning	(203) 407-5880	

Committee (LEPC)		
New Haven Local Emergency Planning Committee (LEPC)	(203) 946-8224	
Police Departments		
Police (Hamden, CT)	911 (203) 230-4000	

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended, Continued		
Police Departments		
Police (New Haven, CT)	911 (203) 946-6316	
Fire Departments		
Fire Emergency (Hamden, CT)	911	
Fire Emergency (New Haven, CT)	911 (203) 781-8200	
Emergency Medical Services		
Hospital of St. Raphael (New Haven, CT)	(203) 789-3464	
Yale-New Haven Ambulance (New Haven, CT)	911*	
Yale-New Haven Hospital (New Haven, CT)	(203) 688-4171	
Natural Resource Trustees		
Natural Resource Trustee ? Dept. of Interior (Andrew Raddant)	(617) 223-8565	
Service Providers		
AMTRACK ? Chief Train Dispatcher (New Haven to Boston)	(800) 243-1255	
AMTRACK ? Operations Center	(800) 424-0217 ext. 2308	
AMTRACK ? Police	(800) 331-0008	
Army Corps of Engineers (New England Division)	(978) 318-8220	

Buckeye Pipe Line Company	(484) 232-4000	
Center for Toxicology & Environmental Health (CTEH)	(615) 591-6616	
Chemtrec	(800) 424-9300	
Connecticut Tank	(888) 304-8265 (203) 384-6020	

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended, Continued		
Service Providers		
EAGLE 1 ? Emergency Service Helicopter	(203) 254-4800 (203) 254-4808 911	
Metro North	(800) 724-3004	
New Haven Harbor Cooperative	(203) 466-4425	
NOAA	(631) 924-0517	
Sea Support	(203) 467-1590	
Sikorski ? Bridgeport	(203) 576-8163	
United Industrial	(888) 276-0887	
Williams Fire & Hazard Control (Tank Firefighting & Equipment)	281-999-0276 409-727-2347	
USCG Classified OSRO's		
Moran Environmental Recovery (formerly Fleet Environmental Services) Berline, CT	(800) 562-7611	
Radio Stations		
Radio Station ? WELI (960 AM)	(203) 281-9600	
Television Stations		
Television Station ? WTNH (Channel 8)	(203) 784-8888	

Weather		
Local Weather Station	(631) 924-0517	
National Weather Service (Weather Info.)	(508) 822-0634	
Aviation Companies		
Bradley International Airport	(860) 627-3001	
Tweed New Haven Airport	(203) 466-8833	

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended, Continued		
Waste Management		
Aggregate Recycling Corp. EPA I.D. No.: MED 982546699	(207) 439-5584 (207) 439-5586 FAX 1-800-639-7303	
American Reclamation Corp. EPA I.D. No.: MAD 982201055	(508) 248-3777 (508) 248-7701 FAX	
Brox Industries EPA I.D. No.: MAD 985267798	(978) 454-9105 (978) 805-9720 FAX	
Brox Industries EPA I.D. No.: NHD 982769291	(603) 889-6174 (603) 598-8853 FAX	
Clean Earth	(215) 428-1700 (215) 428-1704 FAX	
Clean Harbors Environmental Services, Inc. USEPA I.D. No.: MAD 039322250	(781) 792-5000 1-800-444-4244	
Clean Harbors of Braintree	(781) 380-7100 (781) 380-7190 FAX 1-800-645-8265	
Clean Harbors of Connecticut, Inc. USEPA I.D. No.: CTD 000604488	(860) 583-8917	
Clean Harbors of Natick, Inc. USEPA I.D. No.: MAD 980523203	(617) 849-1800	
E.I. Dupont, Co. EPA I.D. No.: NJD 002385730	(609) 540-3747 (609) 540-3657 FAX	

Environmental Recovery EPA I.D. No.: PAD 987266749	(717) 393-2627 (717) 393-0432 FAX	
Hitchcock Gas Engine Co., Inc. EPA I.D. No.: CTD 002593887	(203) 334-4812 (203) 334-1439 FAX	
Mount Hope Asphalt Corp. EPA I.D. No.: NYD 147300135	(516) 727-6666 (516) 727-9692 FAX	
Phoenix Soils, Inc.	(203) 759-0053	
Soil Remediation of Philadelphia, Inc. EPA I.D. No.: PAD301220	(215) 724-5683	

FIGURE 3.1-3 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED
(Phone numbers have been verified and are updated as needed)

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended, Continued		
Waste Management		
Ted Ondrick Construction EPA I.D. No.: MAD 000015280	(413) 592-2081 (413) 592-7451 FAX	
United Oil Recovery, Inc. EPA I.D. No.: CTD 021816889	(203) 238-6745 (203) 630-2503 FAX	
Wildlife Rehabilitation		
CT Fish and Wildlife	(860) 424-3000	
Water Intakes		
New Haven Regional Water Authority	(203) 624-6671	
Water Intakes/PSEG	(203) 974-5028	
Neighboring Facilities		
Gateway Terminal	(203) 467-1997	
Getty Petroleum Marketing, Inc.	(203) 467-2536	
Gulf Oil, L.P.	(203) 467-2581	
Logistec Connecticut, Inc.	(203) 469-1391	
Motiva Enterprises LLC	(203) 468-4000	
New Haven Terminal, Inc.	(203) 468-0805	
PSEG	(203) 974-5028	

R&H Terminal	(203) 466-2002	

SECTION 4 Last revised: January 2005

RESPONSE TEAM ORGANIZATION

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4.1 Description

4.2 Activation Procedures

4.3 Team Member Response Times

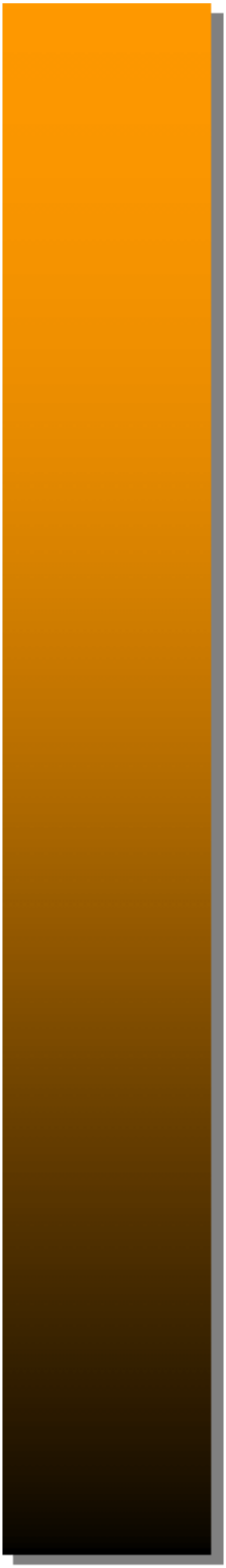
4.4 Incident Command System / Unified Command

4.5 Qualified Individual (QI)

Figure 4.5-1 - Spill Management Team (SMT) Activation Procedure

Figure 4.5-2 - Spill Management Team (SMT) Organization Chart

4.6 Spill Management Team (SMT) Job Descriptions and Guidelines



4.1 DESCRIPTION

The Spill Management Team (SMT) has been created and organized to plan for and manage oil spills. (The SMT may also respond to other emergencies.) The SMT is composed of Company personnel from offices within the Area. Additional personnel from outlying offices can be used (if needed). The SMT will develop strategies and priorities for a response, then will supervise contractors, handle safety and security matters, and will provide logistical support for contractor personnel. The SMT will handle all communications with the media and the public. Job descriptions for each SMT member are provided in **SECTION 4.6**. The SMT will train by participating in exercises as noted in APPENDIX A.

4.2 ACTIVATION PROCEDURES

Activation of the SMT may be accomplished in stages. Initially, the First Responder assumes the role of Incident Commander (IC). During a spill incident, the initial IC may be able to respond without assistance from the SMT. If the situation requires more resources, he may request additional personnel or management support from the SMT. This request is made to the Qualified Individual (QI). Depending on the situation, the QI may then assume the role of Incident Commander. The QI would then call out the other SMT members. The SMT activation procedure is provided in FIGURE 4.5-1.

4.3 TEAM MEMBER RESPONSE TIMES

See **FIGURE 3.1-3** for each team member's response time EPA Terminals only.

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND

The Incident Command System (ICS) will be used by the Company SMT for spill response. The SMT organization chart is provided in FIGURE 4.5-2. The organization can be expanded or contracted as necessary.

Because a spill may cross geographic boundaries, involve multiple government levels or involve different statutory responsibilities, several entities may be affected. The Unified Command System (UCS) is the accepted method of organizing key spill management entities within the Incident Command System. The primary entities may include:

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Magellan Incident Commander
- Local Emergency Response Agency

In order to be a member of a Unified Command, the entity or agency should:

- Have jurisdictional authority or functional responsibility under a law or contingency plan,
- Be specifically charged with commanding or coordinating a major portion of the response,
- Have the resources to participate in the response, and
- Be impacted by the event.

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND**, CONTINUED**

The Unified Command shares decision-making authority within the Incident Command System. Other responders, such as state, local or private contractors, are integrated into the system as appropriate for their function. OSROs and other spill contractors are generally managed by the Operation Section Chief. Police, Fire, and other Emergency Agencies may be managed by a Deputy Operations Section Chief who is a member of their department. In some cases the Emergency Agencies may be managed by an Operations Section Chief who is a member of their department, with a Magellan employee as a deputy who is managing the spill response.

Other agencies may be represented by the Liaison and not otherwise represented in the Unified Command Structure.

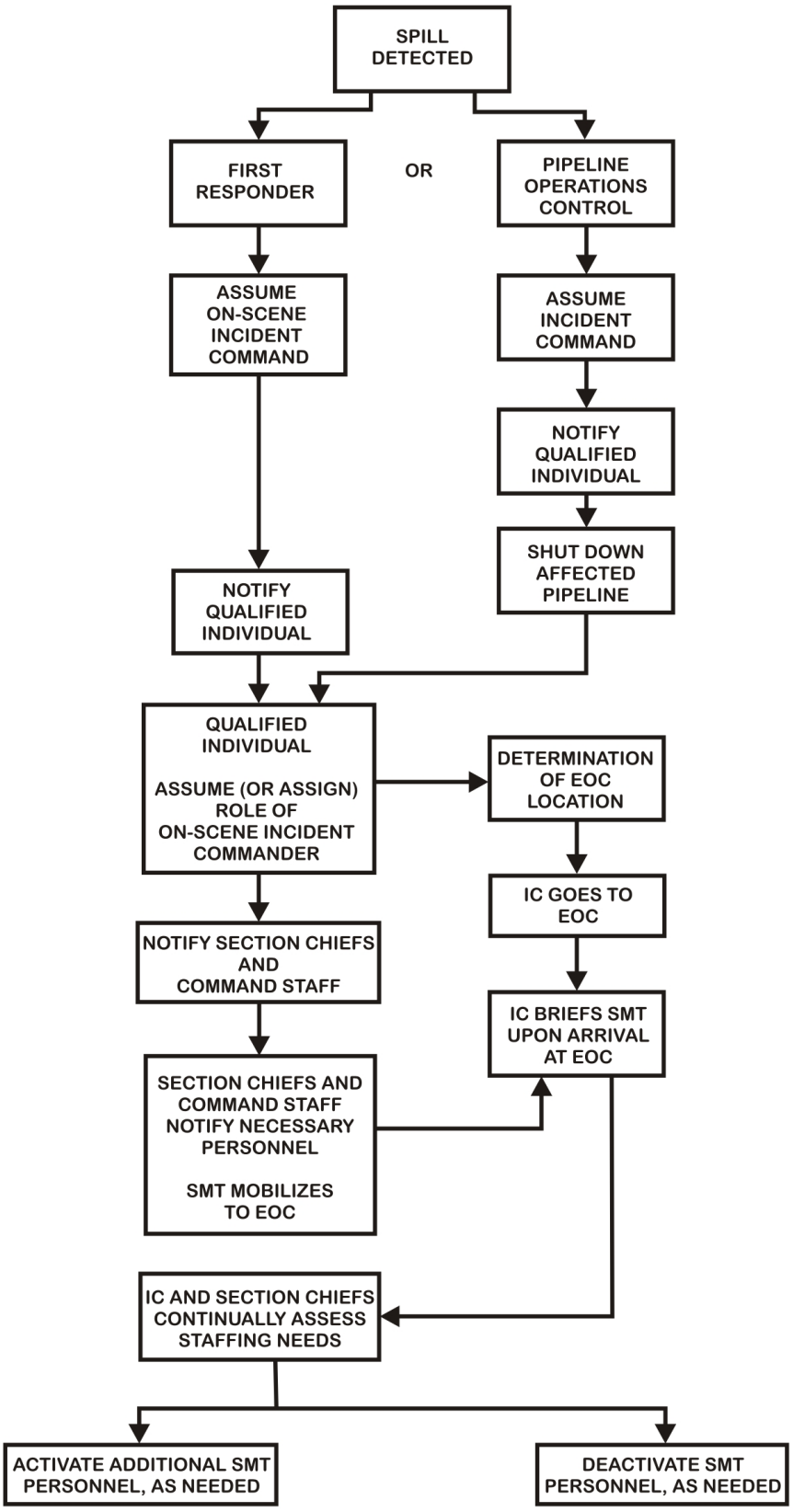
4.5 QUALIFIED INDIVIDUAL (QI)

The Qualified Individual (QI) is an English-speaking representative, available on a 24-hour basis, and trained in the responsibilities outlined in this section. The QI has the following responsibilities and authorities as required by the Oil Pollution Act of 1990 (OPA 90):

- Activate internal alarm and hazard communication systems to notify all appropriate personnel
- Notify all response personnel and contractors (as needed)
- Identify the character, exact source, amount, and extent of the release and other necessary items needed for notifications
- Notify and provide information to appropriate federal, state and local authorities
- Assess the interaction of the spilled substance with water and/or other substances stored at the facility and notify on-scene response personnel of assessment
- Assess possible hazards to human health and the environment
- Assess and implement prompt removal actions
- Coordinate rescue and response actions
- Access company funds to initiate clean-up activities
- Direct cleanup activities until properly relieved of the responsibility or the incident is terminated

For further information on Qualified Individual's training, refer to **APPENDIX A**. Phone numbers for Qualified Individuals are provided in **FIGURE 1-3 and FIGURE 3.1-3**.

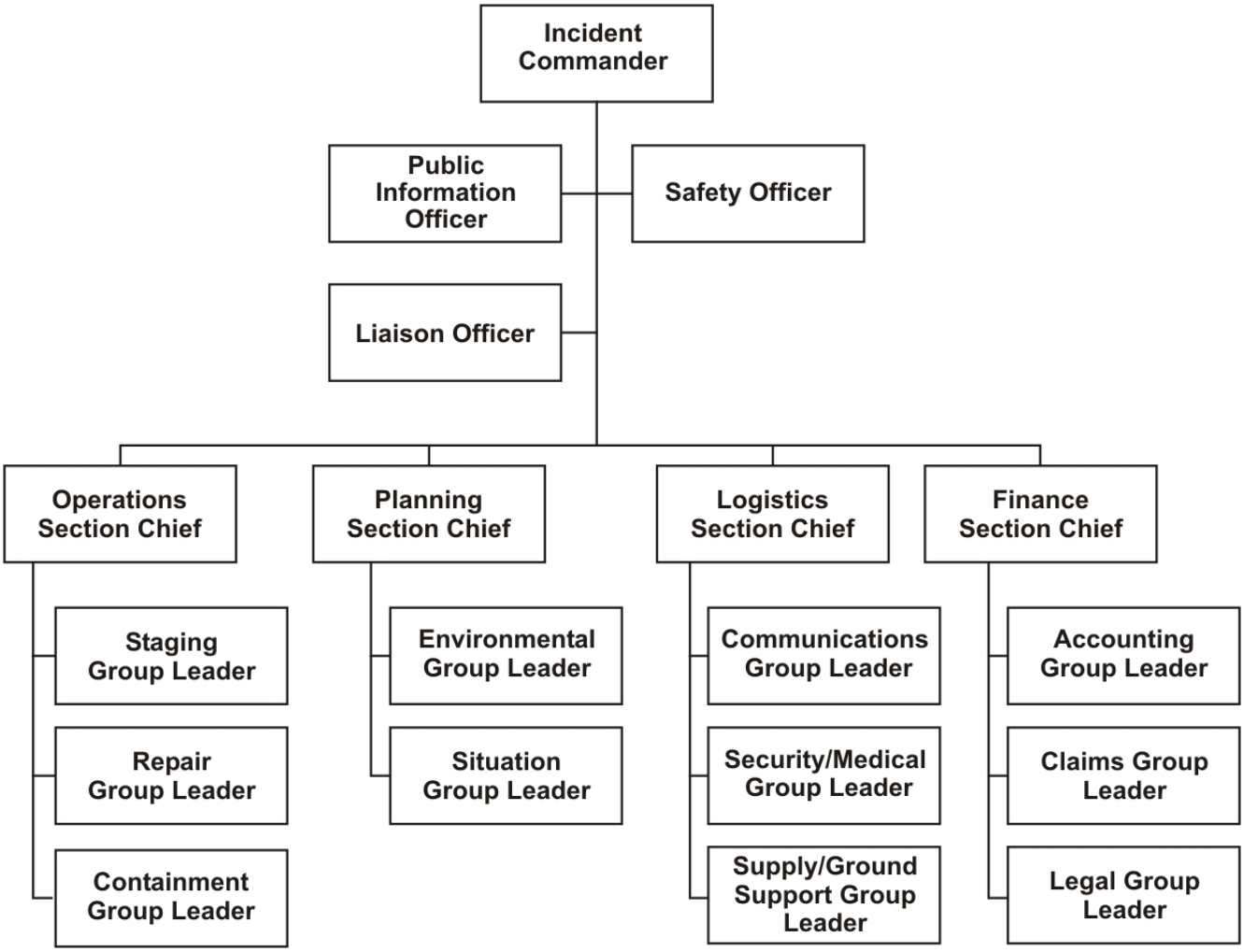
FIGURE 4.5-1 - SPILL MANAGEMENT TEAM (SMT) ACTIVATION PROCEDURE



EOC - Emergency Operations Center

IC - Incident Commander
QI - Qualified Individual
SMT - Spill Management Team

FIGURE 4.5-2 - SPILL MANAGEMENT TEAM (SMT) ORGANIZATION CHART



4.6 SPILL MANAGEMENT TEAM (SMT) JOB DESCRIPTIONS AND GUIDELINES

The following job descriptions and guidelines are intended to be used as a tool to assist SMT members in their particular positions within the Incident Command System (ICS).

- Incident Commander
- Public Information Officer
- Liaison Officer
- Safety Officer
- Operations Section Chief
- Staging Group Leader
- Repair Group Leader
- Containment Group Leader
- Planning Section Chief
- Environmental Group Leader
- Situation Group Leader
- Logistics Section Chief
- Communications Group Leader
- Security/Medical Group Leader
- Supply/Ground Support Group Leader
- Finance Section Chief
- Accounting Group Leader
- Claims Group Leader
- Legal Group Leader

INCIDENT COMMANDER

The Incident Commander (IC) manages all activities related to an emergency response and acts as Qualified Individual (QI). As such, the Incident Commander needs to be familiar with the contents of the Facility Response Plan (FRP), Oil Spill Response Plan (OSRP), Emergency Response Action Plan (ERAP), and the Spill Prevention Control and Countermeasure Plan (SPCC). The Incident Commander (IC) must also be familiar with the operation of the Incident Command System (ICS) and the Unified Command Structure (UCS).

The primary goal of this system is to establish and maintain control of the emergency response. If the emergency involves a multi-jurisdictional response (Federal and State), the Unified Command Structure (UCS) should be established. **Realize that the Federal On-Scene Coordinator (FOSC) does have the authority to override the Incident Commander and assume control of the response**. Every effort should be made to establish a collaborative relationship to manage the incident site with the appropriate responding agencies.

As soon as possible but not later than one (1) week following an incident, the Incident Commander shall conduct a critique of the response and follow-up of action items. Participants shall include Operations Control personnel, Company supervisors, and employees and outside agencies involved in the response. An Incident Debriefing Form is provided in **SECTION 8.3**.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Establish Incident Command/Unified Command Post.
- ☐ Activate necessary section(s) of the Incident Command System (ICS) to deal with the emergency. Fill out the appropriate section(s) of the Incident Command organization chart and post it at the Incident Command Center.
- ☐ Develop goals and objectives for response.
- ☐ Work with Safety Officer and Planning Section Chief to develop a Site Safety Plan (SSP).
- ☐ Approve, authorize, and distribute Incident Action Plan (IAP) and SSP.
- ☐ Conduct planning meetings and briefings with the section chiefs.
- ☐ As Qualified Individual coordinate actions with Federal On-Scene Coordinator (FOSC) and State On-Scene Coordinator (SOSC).
- ☐ In a multi-jurisdictional response, ensure that all agencies are represented in the ICS.
- ☐ Coordinate and approve media information releases with the FOSC, SOSC, and Public Information Officer (PIO).
- ☐ Keep management informed of developments and progress.
- ☐ Authorize demobilization of resources as they are no longer needed.
- ☐ Complete Standard Incident Debriefing Form (**FIGURE 8.3-1**).

PUBLIC INFORMATION OFFICER

The Public Information Officer (PIO) provides critical contact between the media/public and the emergency responders. The PIO is responsible for developing and releasing information about the incident to the news media, incident personnel, appropriate agencies and public. When the response is multi-jurisdictional (involves the federal and state agencies), the PIO must coordinate gathering and releasing information with these agencies.

The PIO needs to communicate that the Company is conducting an effective response to the emergency. The PIO is responsible for communicating the needs and concerns of the public to the Incident Commander (IC).

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from IC.
- ☐ Participate in all planning meetings and briefings.
- ☐ Obtain outside information that may be useful to incident planning.
- ☐ Develop goals and objectives regarding public information.
- ☐ Arrange for necessary workspace, materials, telephones and staffing for Public Information Center (PIC).
- ☐ Establish a PIC, ensuring all appropriate agencies participate.
- ☐ Provide a single point of media contact for the IC.
- ☐ Coordinate media access to the response site as approved by the IC.
- ☐ Obtain approval for release of information from the IC.
- ☐ Arrange for meetings between media and emergency responders.
- ☐ Maintain list of all media present.
- ☐ Participate in Post Incident Review (**SECTION 8.3**)

LIAISON OFFICER

If a Unified Command Structure is not established a Liaison Officer is appointed as the point of contact for personnel assigned to the incident from assisting or cooperating agencies.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Incident Commander (IC).
- ☐ Participate in planning meetings and briefings.
- ☐ Identify and maintain communications link with agency representatives, assisting, and coordinating agencies.
- ☐ Identify current or potential inter-organizational issues and advise IC as appropriate.
- ☐ Coordinate with Legal Group Leader and Public Information Officer (PIO) regarding information and documents released to government agencies.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

SAFETY OFFICER

The Safety Officer is responsible for assessing and monitoring hazardous and unsafe situations at the emergency response site(s). The Safety Officer must develop measures that assure the safety of the public and response personnel. This involves maintaining an awareness of active and developing situations, ensuring the preparation and implementation of the Site Safety Plan (SSP) and assessing safety issues related to the Incident Action Plans (IAP).

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Incident Commander (IC).
- ☐ Develop, implement, and disseminate SSP with IC and section chiefs.
- ☐ Participate in planning meetings and briefings.
- ☐ Establish safety staff if necessary.
- ☐ Identify emergency contact numbers. Fill out emergency contact chart and post in the Incident Command Center.
- ☐ Conduct safety briefings with all emergency responders.
- ☐ Investigate accidents that have occurred during emergency response.
- ☐ Ensure proper hazard zones are established. (See Hazard Zones.)
- ☐ Ensure all emergency responders have appropriate level of training.
- ☐ Ensure proper Personal Protective Equipment (PPE) is available and used.
- ☐ Advise Security/Medical Group Leader concerning PPE requirements.
- ☐ Ensure emergency alarms/warning systems are in place as needed.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

OPERATIONS SECTION CHIEF

The Operations Section Chief is responsible for the management of all operations applicable to the field response and site restoration activities. Operations directs field activities based on the Incident Action Plan (IAP) and Site Safety Plan (SSP). The duties of the Operations Section Chief also include coordination and management of Oil Spill Removal Organization's (OSROs) activities.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Incident Commander (IC).
- ☐ Participate in Incident Command planning meetings and briefings.
- ☐ Conduct planning meetings and briefings for Operations Section.
- ☐ Develop operations portion of IAP.
- ☐ Supervise the implementation of the IAP.
- ☐ Make or approve expedient changes to the IAP.
- ☐ Request resources needed to implement IAP.
- ☐ Approve list of resources to be released.
- ☐ Ensure safe tactical operations.
- ☐ Establish a staging area for personnel and equipment.
- ☐ Confirm first responder actions.
- ☐ Confirm the completion of rescue/evacuation and administering of first aid.
- ☐ Confirm site perimeters have been established.
- ☐ Coordinate activities of public safety responders, contractors and mutual assistance organizations.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

STAGING GROUP LEADER

The Staging Group Leader is responsible for managing all activities within the staging area(s). The Staging Group Leader will collect, organize, and allocate resources to the various response locations as directed by Operations Section Chief.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Operations Section Chief.
- ☐ Participate in Operations' planning meetings and briefings.
- ☐ Advise Operations Section Chief of equipment location and operational status.
- ☐ Periodically advise Operations Section Chief on inventory status of consumable items (sorbent pads, sorbent boom, etc.).
- ☐ Coordinate with Logistics Section Chief regarding inbound equipment, personnel and supplies.
- ☐ Participate in development of Operations' portion of Incident Action Plan (IAP).
- ☐ Establish check-in function and inventory control as appropriate.
- ☐ Allocate personnel/equipment to site(s) as requested.
- ☐ Establish and maintain boundaries of staging area(s).
- ☐ Demobilize/relocate staging area as needed.
- ☐ Post signs for identification and traffic control.
- ☐ Participate in Post Incident Review (**SECTION 8.3**)

REPAIR GROUP LEADER

The Repair Group Leader is responsible for supervising the repair and restoration of pipeline facilities.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Operations Section Chief.
- ☐ Periodically advise Operations Section Chief on status of restoration activities.
- ☐ Conduct frequent hazard assessments and coordinate safety needs with Operations Section Chief and Safety Officer.
- ☐ Participate in Operations' planning meetings and briefings.
- ☐ Participate in development of Operations' portion of Incident Action Plan (IAP).
- ☐ Conduct facility restoration activities in accordance with Company procedures, Site Safety Plan (SSP) and IAP.
- ☐ Determine and request additional materials, equipment and personnel as needed.
- ☐ Ensure all equipment is decontaminated prior to being released.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

CONTAINMENT GROUP LEADER

The Containment Group Leader is responsible for supervising the containment and recovery of spilled product and contaminated environmental media both on land and on water.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Operations Section Chief.
- ☐ Participate in Operations' planning meetings and briefings.
- ☐ Participate in development of Operations' portion of Incident Action Plan (IAP).
- ☐ Conduct activities in accordance with the IAP.
- ☐ Assess overall situation for containment and recovery needs and supervise group activities.
- ☐ Periodically advise the Operations Section Chief on the status of containment and recovery actions.
- ☐ Ensure hazard zones are established and maintained.
- ☐ Ensure adequate communication equipment for the containment group response.
- ☐ Determine and request additional resources as needed.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

PLANNING SECTION CHIEF

The Planning Section Chief is responsible for collecting, evaluating, and disseminating information related to the current and future events of the response effort. The Planning Section Chief must understand the current situation; predict the future course of events; predict future needs; develop response and cleanup strategies, and review the incident once complete.

The Planning Section Chief must coordinate activities with the Incident Commander (IC) and other Section Chiefs to ensure that current and future needs are appropriately handled.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from the IC.
- ☐ Establish and maintain communication with IC and other Section Chiefs.
- ☐ Advise IC on any significant changes of incident status.
- ☐ Conduct planning meetings and briefings for Planning section.
- ☐ Coordinate and provide input to the preparation of the Incident Action Plan (IAP).
- ☐ Participate in Incident Command planning meetings and briefings.
- ☐ In a multi-jurisdictional response, ensure that all agencies are represented in the Planning Section.
- ☐ Coordinate future needs for the emergency response.
- ☐ Determine response personnel needs.
- ☐ Determine personnel needs and request personnel for Planning section.
- ☐ Assign technical specialists (archaeologists, historians, biologists, etc.) where needed.
- ☐ Collect and analyze information on the situation.
- ☐ Assemble information on alternative response and cleanup strategies.
- ☐ Ensure situation status unit has a current organization chart of the Incident Command Organization.
- ☐ Provide periodic spill movement/migration prediction.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

ENVIRONMENTAL GROUP LEADER

The Environmental Group Leader is responsible for ensuring that all areas impacted by the release are identified and cleaned up following company and regulatory standards. The Environmental Group Leader supports Planning and Operations to minimize and document the environmental impact of the release. The Environmental Group Leader must plan for future site considerations such as long-term remediation and alternative response strategies in unusually sensitive areas. In a Unified Command Structure (UCS), representatives from the federal and state responding agencies will be included in this group.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from the Planning Section Chief.
- ☐ Participate in Planning section meetings and briefings.
- ☐ Participate in development of Planning's portion of Incident Action Plan (IAP).
- ☐ Coordinate environmental activities with responding regulatory agencies.
- ☐ Periodically advise the Planning Section Chief on status of group activities.
- ☐ Request additional personnel/specialists to support response effort.
- ☐ Determine environmental group resource needs.
- ☐ Identify and develop a prioritized list of natural, cultural and economic (NCE) resources at risk.
- ☐ Initiate and coordinate Natural Resources Damage Assessment (NRDA) activities.
- ☐ Develop a management plan for recovered contaminated media and ensure coordination with Containment Group Leader.
- ☐ Ensure proper management of injured/oiled wildlife.
- ☐ Determine alternative cleanup strategies for response.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

SITUATION GROUP LEADER

The Situation Group Leader is responsible for the collection, evaluation, display, and dissemination of all information related to the emergency response effort. The Situation Group Leader must establish and maintain communications with all portions of the Incident Command and the response site in order to collect the information. The Situation Group Leader also attempts to predict spill movement/migration and identifies areas that may be impacted by the emergency.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from the Planning Section Chief.
- ☐ Participate in Planning section meetings and briefings.
- ☐ Participate in development of Planning's portion of Incident Action Plan (IAP).
- ☐ Maintain a master list of response resources ordered, in staging and in use.
- ☐ Collect and display current status of requested response resources.
- ☐ Collect and display current status of resources, current spill location, personnel and weather.
- ☐ Analyze current information to determine spill trajectory and potential impacts.
- ☐ Disseminate information concerning the situation status upon request from the emergency responders.
- ☐ Provide photographic services and maps.
- ☐ Establish periodic reconnaissance of impacted area to support information needs.
- ☐ Collect information on the status of the implementation of Incident Action Plans. Display this information in the Incident Command Center.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

LOGISTICS SECTION CHIEF

The Logistics Section Chief is responsible for procuring facilities, services and material in support of the emergency response effort.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from the Incident Commander (IC).
- ☐ Participate in Incident Command planning meetings and briefings.
- ☐ Conduct planning meetings and briefings for Logistics section.
- ☐ Participate in the preparation of the Incident Action Plan (IAP).
- ☐ Identify service and support requirements for planned operations.
- ☐ Identify sources of supply for identified and potential needs.
- ☐ Advise IC on current service and support requirements.
- ☐ Procure needed materials, equipment and services from sources by means consistent with the timing requirements of the IAP and Operations.
- ☐ Ensure all purchases are documented.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

COMMUNICATIONS GROUP LEADER

The Communications Group Leader is responsible for ensuring that the Incident Command and emergency responders have reliable and effective means of communication. This may involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Logistics Section Chief.
- ☐ Periodically advise Logistics Section Chief on status of communications group.
- ☐ Participate in Logistics section planning meetings and briefings.
- ☐ Participate in development of Logistics' portion of Incident Action Plan (IAP).
- ☐ Establish an Incident Command communications center.
- ☐ Ensure Incident Commander (IC) has communications compatible with other response agencies.
- ☐ Identify all communications circuits/equipment used by emergency responders and keep a chart updated with this information.
- ☐ Determine the type and amount of communications required to support the response effort (computer, radio, telephone, fax, etc.).
- ☐ Ensure timely establishment of adequate communications equipment and systems.
- ☐ Advise Logistics Section Chief on communications capabilities/limitations.
- ☐ Establish an equipment inventory control system for communications gear.
- ☐ Ensure all equipment is tested and repaired.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

SECURITY/MEDICAL GROUP LEADER

The Security/Medical Group Leader is responsible for developing a plan to deal with medical emergencies, obtaining medical aid and transportation for emergency response personnel, and preparation of reports and records.

The Security/Medical Group Leader is responsible for providing safeguards needed to protect personnel and property from loss or damage. The Security/Medical Group Leader also controls access to the emergency site and Incident Command Center.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Logistics Section Chief.
- ☐ Periodically advise Logistics Section Chief on the status of security and medical problems.
- ☐ Participate in Logistics meetings and briefings.
- ☐ Participate in development of Logistics' portion of Incident Action Plan (IAP).
- ☐ Determine and develop security/medical support plan needs.
- ☐ Request medical or security personnel, as needed.
- ☐ Work with Safety Officer to identify/coordinate local emergency medical services.
- ☐ Coordinate with Safety Officer and Operations Section Chief to establish the Site Safety Plan (SSP) with site boundaries, hazard zones, escape routes, staging areas, command Center and Personal Protective Equipment (PPE) requirements.
- ☐ Coordinate/develop an identification system in order to control access to the incident site.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

SUPPLY/GROUND SUPPORT GROUP LEADER

The Supply/Ground Support Group Leader is responsible for procurement and the disposition of personnel, equipment and supplies; receiving and storing all supplies for the incident; maintaining an inventory of supplies; and servicing non-expendable supplies and equipment. The Supply/Ground Support Group Leader supports the following: transportation of personnel; supplies, food, equipment; and fueling, service, maintenance and repair of vehicles and equipment.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Logistics Section Chief.
- ☐ Periodically advise Logistics Section Chief on status of supply/ground support group.
- ☐ Participate in Logistics meetings and briefings.
- ☐ Participate in development of Logistics' portion of Incident Action Plan (IAP).
- ☐ Communicate with Staging Group Leader concerning material, equipment and personnel that are inbound and the approximate time of arrival.
- ☐ Coordinate with other Section Chiefs to ascertain the priority of needed materials, equipment and services.
- ☐ Coordinate with Finance Section Chief to establish accounts, purchase orders, AFEs and procedures as necessary.
- ☐ Establish an inventory control system for materials and equipment.
- ☐ Maintain roads, when necessary.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

FINANCE SECTION CHIEF

The Finance Section Chief is responsible for accounting, legal, right-of-way and risk management functions that support the emergency response effort. In this role, the primary responsibility is supporting the Command Staff and Logistics Section matters pertaining to expenses during and following the emergency response.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Incident Commander (IC).
- ☐ Participate in Incident Command planning meetings and briefings.
- ☐ Conduct planning meetings and briefings for Finance section.
- ☐ Participate in preparation of the Incident Action Plan (IAP).
- ☐ Participate in planning meetings.
- ☐ Participate in Unified Command System (UCS) as incident warrants.
- ☐ Request assistance of corporate accounting, legal, right-of-way or risk management as needed.
- ☐ Assist with contracting administration.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

ACCOUNTING GROUP LEADER

The Accounting Group Leader is responsible for accumulating and dispensing funding during an emergency response. All charges directly attributed to the incident should be accounted for in the proper charge areas.

Responsibilities:

- [ ] Maintain Activity Log.
- [ ] Obtain briefing from Finance Section Chief.
- [ ] Periodically advise Finance Section Chief.
- [ ] Participate in Finance planning meetings and briefings.
- [ ] Participate in development of Finance's portion of Incident Action Plan (IAP).
- [ ] Make recommendations for cost savings to Finance and Logistics Section Chiefs.
- [ ] Establish accounts as necessary to support the Logistics section.
- [ ] Ensure all invoices are documented, verified and paid accordingly.
- [ ] Involve corporate accounting group for assistance as necessary.
- [ ] Participate in Post Incident Review (**SECTION 8.3**).

CLAIMS GROUP LEADER

The Claims Group Leader is responsible for managing all risk management and right-of-way issues at, during and following an emergency response. It is important that all claims are investigated and handled expediently.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Finance Section Chief.
- ☐ Participate in Finance planning meetings and briefings.
- ☐ Participate in development of Finance's portion of Incident Action Plan (IAP).
- ☐ Periodically inform affected parties of status of emergency response.
- ☐ Review and authorize payment of all claims.
- ☐ Provide needs of evacuated persons or groups.
- ☐ Purchase or acquire property.
- ☐ Inform and update necessary insurance groups and underwriters.
- ☐ Involve corporate Risk Management or Land, Records and Claims as needed.
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

LEGAL GROUP LEADER

The Legal Group Leader is responsible for advising the Incident Command Staff and Section Chiefs on all matters that may involve legal issues.

Responsibilities:

- ☐ Maintain Activity Log.
- ☐ Obtain briefing from Finance Section Chief.
- ☐ Periodically advise Finance Section Chief of status.
- ☐ Participate in Finance planning meetings and briefings.
- ☐ Participate in development of Finance's portion of Incident Action Plan (IAP).
- ☐ Conduct investigations per Incident Commander's (IC) request.
- ☐ Provide skilled negotiators.
- ☐ Communicate to all affected emergency response personnel if work product is declared "Attorney-Client Privilege. "
- ☐ Participate in Post Incident Review (**SECTION 8.3**).

SECTION 5 Last revised: January 2005

INCIDENT PLANNING

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5.1 Documentation Procedures

5.2 ICS Forms

5.2.1 Incident Briefing ICS 201-CG

5.2.2 Incident Action Plan (IAP) Cover Sheet

5.2.3 Incident Objectives ICS 202-OS

5.2.4 Organization Assignment List ICS 203-OS

5.2.5 Assignment List ICS 204-OS

5.2.6 Communications Plan ICS 205-OS

5.2.7 Medical Plan ICS 206-OS

5.2.8 Incident Status Summary ICS 209-OS

5.3 Site Safety and Health Plan

Figure 5.3-1 - Site Safety Plan Cover Sheet

Figure 5.3-2 - Preliminary Safety Plan

Figure 5.3-3 - Safety Meeting Log

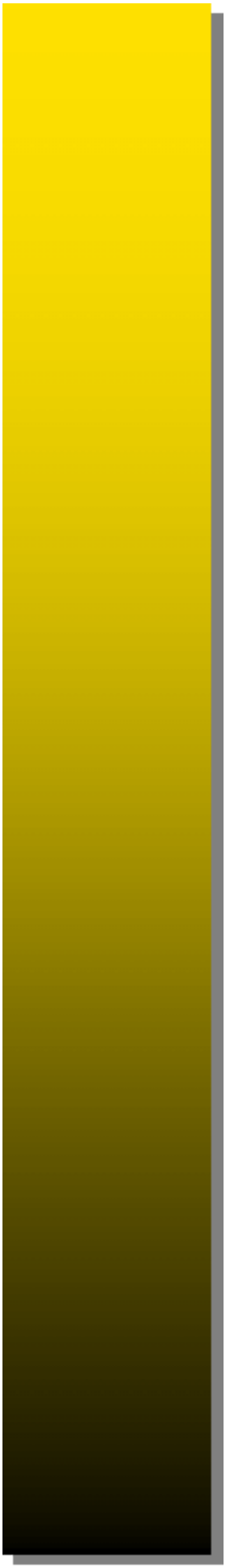
Figure 5.3-4 - Site Safety and Health Plan

5.4 Decontamination Plan

5.5 Disposal Plan

5.6 Incident Security Plan

5.7 Demobilization Plan



5.1 DOCUMENTATION PROCEDURES

Documentation of a spill response provides a historical record, keeps management informed, serves as a legal instrument, and is a means to account for the clean-up costs.

Documentation should begin immediately upon spill notification and continue until termination of all operations. Documentation should include the following:

- Spill origin and characteristics
- Sampling surveys
- Photographic surveys
- Climatological data
- Labor and equipment accounting
- Copies of all logs, contracts, contacts, and plans prepared for incident

5.2 ICS FORMS

- INCIDENT BRIEFING FORM - ICS 201 (Initial Report Only)

  For use by the Command Staff to gather information on the Emergency Management Team?s (EMT) efforts to implement applicable response plans. It is prepared by the initial Incident Commander (IC) for providing documentation of the initial response.

- INCIDENT ACTION PLAN

  For use by the Planning Section to plan each day?s response actions. This plan consists of the portions identified on the IAP cover page and must be approved by the Incident Commander, Federal On-Scene Coordinator (FOSC), and State On-Scene Coordinator (SOSC).

  In addition, these Incident Command System (ICS) forms may be found on the U. S. Coast Guard web page: http://www.uscg.mil/pacarea/pm/icsforms/ics.htm

  - **INCIDENT ACTION PLAN (IAP) COVER SHEET**

    For use in presenting initial information, signature approval, and table of contents of forms contained in the IAP.

  - INCIDENT OBJECTIVES - ICS 202

    Describes the basic incident strategy, control objectives, and provides weather, tide and current information, and safety considerations for use during the next operational period.

  - **ORGANIZATION ASSIGNMENT LIST - ICS 203**

    Provides ICS personnel with information on the units that are currently activated and the names of personnel staffing each position/unit.

  - ASSIGNMENT LIST - ICS 204

    Submits assignments at the level of Division and Groups.

  - COMMUNICATIONS PLAN - 205

    Is used to provide, in location, information on all radio frequency assignments down to Division/Group level for each operation period.

  - MEDICAL PLAN - ICS 206

    Provides information in incident medical aid stations, transportation services, hospitals,

and medical emergency procedures.

- **INCIDENT STATUS SUMMARY - ICS 209**

  Used to inform personnel about the status of response efforts. It is not included in the IAP.

5.2.1 Incident Briefing ICS 201-CG

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG
3. Map/Sketch (Include sketch, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines, or other graphics depicting situational and response status)		
4. Current Situation		

INCIDENT BRIEFING	ICS 201-CGOS (pg 1 of 4) (Rev 08/04)

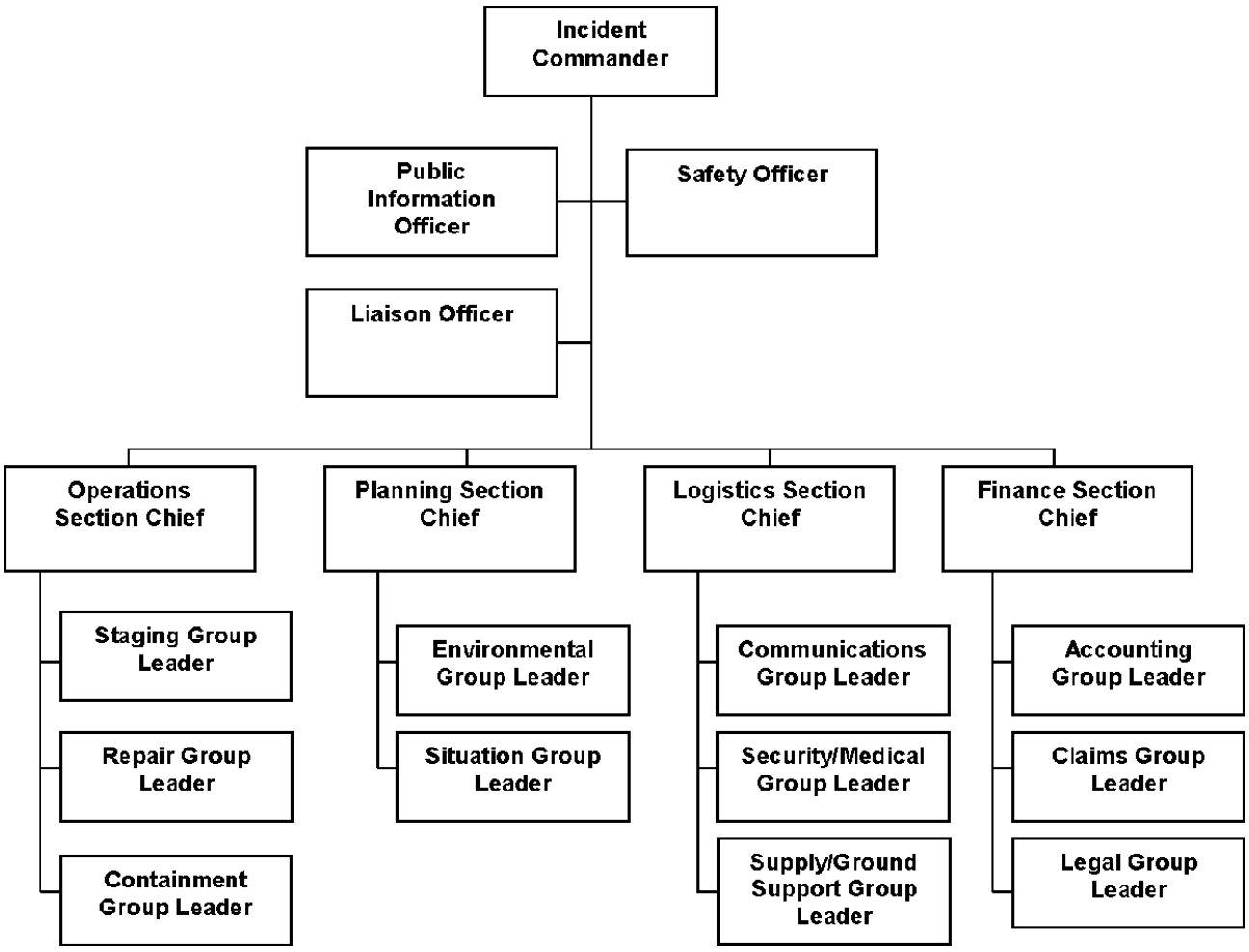
5.2.1 Incident Briefing ICS 201-CG, Continued

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG
5. Initial Response Objectives, Current Actions, Planned Actions, Potential		

5.2.1 Incident Briefing ICS 201-CG, Continued

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

6. Current Organization (fill in additional appropriate organization)



5.2.1 Incident Briefing ICS 201-CG, Continued

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

7. Resources Summary

Resource	Resource Identifier	Date Time Ordered	ETA	On-Scene (X)	NOTES: (Location/Assignment/Status)

5.2.2 Incident Action Plan (IAP) Cover Sheet

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)		IAP COVER SHEET
	From:	To:	

3. Approved by:

FOSC

SOSC

IC

INCIDENT ACTION PLAN

The items checked below are included in this Incident Action Plan:

- ☐ ICS 202-OS (Incident Objectives)
- ☐ ICS 203-OS (Organization Assignment List)
- ☐ ICS 204-OS (Assignment List)
- ☐ ICS 205-OS (Communications Plan)
- ☐ ICS 206-OS (Medical Plan)
- ☐ ICS 209-OS (Incident Status Summary)
- ☐
- ☐
- ☐
- ☐

4. Prepared By: (Planning Section Chief)	**Date/Time:**

5.2.3 Incident Objectives ICS 202-OS

1. Incident Name	2. Operational Period (Date/Time) From: To:	INCIDENT OBJECTIVES ICS 202-OS
3. Overall Incident Objective(s)		
4. Objectives for Specified Operational Period		
5. Safety Message for Specified Operational Period Approved Site Safety Plan Located at:		
6. Weather: See Attached Weather Sheet		
7. Tides/Currents: See Attached Tide/Current Data		
8. Time of Sunrise:	**Time of Sunset:**	

9. Attachments (check if attached)

☐ Organization List (ICS 203-OS) ☐ Assignment List (ICS 204-OS) ☐ Communications Plan (ICS 205-OS)

☐ Medical Plan (ICS 206-OS) ☐ Weather

10. Prepared By: (Planning Section Chief)	**Date/Time:**

5.2.4 Organization Assignment List ICS 203-OS

1. Incident Name	2. Operational Period (Date/Time) From: To:	ORGANIZATION ASSIGNMENT LIST ICS 203-OS

3. Incident Commander and Staff

	Primary	Deputy
Federal:		
State:		
IC:		

Safety Officer :

Information Officer:

Liaison Officer:

4. Agency Representatives

Agency	Name

5. Planning Section

Chief

Deputy

Resources Unit

Situation Unit

Environmental Unit

Documentation Unit

Demobilization Unit

Technical Specialists

6. Logistics Section

Chief

Deputy

Time Unit

Procurement Unit

7. Operations Section

Chief

Deputy

a. Branch I - Division/Groups

Branch Director

Deputy

Division / Group

Division / Group

Division / Group

Division / Group

Division / Group

b. Branch II - Division/Groups

Branch Director

Deputy

Division / Group

Division / Group

Division / Group

Division / Group

Division / Group

c. Branch III - Division/Groups

Branch Director

Deputy

Division / Group

Division / Group

Division / Group

Division / Group

Division / Group

d. Air Operations Branch

Air Operations Br. Dir.

Air Tactical Supervisor

Air Support Supervisor

Compensation Unit	
Cost Unit	
a. Support Branch	
Director	
Supply Unit	
Facilities Unit	
Transportation Unit	
Vessel Support Unit	
Ground Support Unit	
b. Service Branch	
Director	
Communications Unit	
Medical Unit	
Food Unit	

Helicopter Coordinator	
Fixed-w ing Coordinator	
8. Finance Section	
Chief	
Deputy	
Time Unit	
Procurement Unit	
Compensation Unit	
Cost Unit	

9. Prepared by: (Resources Unit)	Date/Time	
ORGANIZATION ASSIGNMENT LIST	March, 2000	ICS 203-OS

5.2.5 Assignment List ICS 204-OS

1. Incident Name	2. Operational Period (Date/Time) From: To:	ASSIGNMENT LIST ICS 204-OS
3. Branch	4. Division/Group	

5. Operations Personnel	Name	Affiliation	Contact # (s)
Operations Section Chief:			
Branch Director:			
Division/Croup Supervisor:			

6. Resources Assigned This Period	?X? indicates 204a attachment w ith special instructions			
Strike Team/Task Force/ Resource Identifier	**Leader**	**Contact Info. #**	**# of Persons**	**Notes/Remarks**

7. Assignments

8. Special Instruction for Division/Group

9. Communications (radio and/or phone contact numbers needed for this assignment)

Name/Function	Radio: Freq./System/ Channel	Phone	Pager

Emergency Communications			
Medical	Evacuation	Other	

10. Prepared By (Resources Unit Leader)	Date/Time	**11. Approved By** (Planning Section Chief)	Date/Time

5.2.6 Communications Plan ICS 205-OS

1. Incident Name	2. Operational Period (Date/Time) From: To:	COMMUNICATIONS PLAN ICS 205-OS

3. Basic Radio Channel Use

SYSTEM/CACHE	CHANNEL	FUNCTION	FREQUENCY	ASSIGNMENT	REMARKS

4. Prepared By (Communications Unit)	Date/Time
COMMUNICATIONS PLAN	March, 2000 ICS 205-OS

5.2.7 Medical Plan ICS 206-OS

1. Incident Name	2. Operational Period (Date/Time) From: To:	MEDICAL PLAN ICS 206-OS

3. Medical Aid Stations

Name	Location	Contact #	Paramedics On Site (Y/N)

4. Transportation

Ambulance Service	Address	Contact #	Paramedics On Board (Y/N)

5. Hospitals

Hospital Name	Address	Contact #	Travel Time		Burn Ctr?	Heli-Pad?
			Air	Ground		

6. Special Medical Emergency Procedures

7. Prepared By (Medical Unit Leader)	Date/Time	8. Reviewed By (Safety Officer)	Date/Time

5.2.8 Incident Status Summary ICS 209-OS

1. Incident Name	2. Period Covered By Report From: To:	Time of Report	INCIDENT STATUS SUMMARY ICS 209-OS

3. Spill Status (Estimated, in Barrels) [OPS/EUL/SSC]

Source Status:	Remaining Potential (bbl):
	Rate of Spillage (bbl/hr):

Secured	☐	Unsecured	☐

	Since Last Report	Total
Volume Spilled		
Mass Balance/Oil Budget		
Recovered Oil		
Evaporation		
Natural Dispersion		
Chemical Dispersion		
Burned		
Floating, Contained		
Floating, Uncontained		
Onshore		
Total Spilled Oil Accounted For:		

4. Waste Management (Estimated) [OPS/Disposal]

	Recovered	Stored	Disposed
Oil (bbl)			
Oily Liquids (bbl)			
Liquids (bbl)			
Oily Solids (tons)			
Solids (tons)			

5. Shoreline Impacts (Estimated, in miles) [PSC/EUL/SSC]

Degree of Oiling	Affected	Cleaned	To Be Cleaned
Light			
Medium			
Heavy			
Total			

6. Wildlife Impacts [OPS/Wildlife Br.]

Numbers in ( ) indicate subtotal that are threatened / endangered species.					Died in Facility	
	Captured	Cleaned	Released	DOA	Euth.	Other
Birds						
Mammals						

7. Safety Status [Safety Officer]

	Since Last Report	Total
Responder Injury		
Public Injury		

8. Equipment Resources [RUL]

Description	Ordered	Available / Staged	Assigned	Out of Service
Spill Resp. Vsls				
Fishing Vessels				
Tugs				
Barges				
Other Vessels				
Skimmers				
Boom (ft.)				
Sbnt/Snr Bm. (ft.)				
Vacuum Trucks				
Helicopters				
Fixed Wing				

9. Personnel Resources [RUL]

Description	People in Cmd. Post	People in the Field	Total People On Scene
Federal			
State			
Local			
RP			
Contract Personnel			
Volunteers			
Total Response Personnel From All Organizations:			

10. Special Notes

Reptiles							
Fish							
Total							

11. Prepared By (Situation Unit Leader)	Date/Time

5.3 SITE SAFETY AND HEALTH PLAN

FIGURE 5.3-1 - SITE SAFETY PLAN COVER SHEET

1. Incident Name	2. Operational Period to be covered by SSHP (Date/Time)		SSHP COVER SHEET
	From:	To:	
3. Approved by:			
FOSC			
SOSC			
IC			

SITE SAFETY AND HEALTH PLAN

The Preliminary Safety Plan:

The Preliminary Safety Plan (PSP) is based on Form ICS 215A-OS, the Incident Action Plan Safety Analysis. The Company On-Scene Incident Commander or the senior Company responder present at the spill site must ensure that:

- A PSP is completed prior to commencing any work at the spill site.
- The PSP is updated as conditions change, or at least hourly.
- The PSP message is communicated to all responders as conditions change, or at least hourly.

Updating the PSP consists of verifying the site hazards, risks, and risk mitigation. If a complete revision of the PSP is made on a new form, the old form should be retained and the box labeled SUPERSEDED BY REVISED PSP should be checked.

All active or superseded revisions of the PSP, Safety Message Briefings, the Site Safety Plan, and the Medical Plan shall all be maintained together beneath the Site Safety Plan Cover Sheet.

Risk Analysis:

- **Hazard** is an observed danger to life safety. Typical hazards have been identified on the form - add others as appropriate.
- **Risk** is the probability that a hazard will impact responders or the public. Risk is evaluated as None, Med, or High.

Mitigation is a measure to counteract the hazard, such as PPE or evacuation. Consider the suggested measures or take others, as appropriate.

The items checked below are included in this Site Safety Plan:

- ☐ Preliminary Safety Plan
  - ☐ First Version Date / Time _____
  - ☐ First Revision Date / Time _____
  - ☐ Second Revision Date / Time _____
  - ☐ _____ Date / Time _____
  - ☐ _____ Date / Time _____
- ☐ Site Safety Plan Date / Time _____
- ☐ ICS 206-OS (Medical Plan) Date / Time _____

4. Submitted By:

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN

Click here to view

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN, CONTINUED

Click here to view

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN, CONTINUED

Click here to view

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN, CONTINUED

Click here to view

FIGURE 5.3-3 - SAFETY MEETING LOG

MEETING DATE/TIME:	
NAME	**CELL PHONE NUMBER**
Required Action	**Complete Action By: Name/Date & Time**

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN

PLAN REVIEW:		
Incident Safety Officer:		
APPROVALS:		
Incident Commander:		
Operations Officer:		
Haz Mat Division Officer:		
PLAN PREPARED:	DATE:	TIME:
Incident Location:		
Incident Number:		
HAZARDOUS SITUATION:	(Known or suspected, contaminated media, type storage container, type occupancy, obvious leaks, spills or breaches, physical damage)	
RESPONDING AGENCIES:		
Agency:	Name:	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

9.	
10.	

All government and contractor personnel who enter the exclusion zones or use air purifying respirators must be enrolled in a medical monitoring program.

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

GENERAL SAFETY RULES AND EQUIPMENT:

1. There will be no eating, drinking, or smoking in the exclusion zone or the contamination reduction zone.

2. All personnel must pass through the contamination reduction zone to enter or exit the exclusion zone (hot zone).

3. As a minimum, Decontamination Team members must be in one (1) level of protection lower than that of the entry teams.

4. All decontamination equipment and systems must be in place before an entry can be made.

5. Entry team will consist of a minimum of two members with the same number of personnel assigned to a backup team. All entry personnel will adhere to the buddy system.

6. At the end of the incident, or directly after a possible exposure, each entry team member will take a full body shower and launder any personal clothing used at the scene.

7. All breathing air shall be certified as Grade D or better.

8. Where practical, all tools shall be of the nonsparking type.

9. Fire equipment shall be on hand when the situation warrants such support. At a minimum, fire extinguishers shall be available on scene.

10. Since incident evacuation may be necessary if an explosion, fire, or other event occurs; an individual shall be assigned to sound, alert, and notify the responsible command personnel and public officials (if required). The evacuation signal shall be four short blasts on an air horn every 30 seconds until all personnel are known to be evacuated.

11. An adequately stocked Emergency Medical Services (EMS) Unit shall be on site at all times.

12. The location and telephone number of the nearest medical facility shall be posted and known to all personnel.

GENERAL SAFETY BRIEFING:

Before any incident actions are taken, a briefing from the Command Staff will be accomplished with all personnel present. Personnel will sign a log sheet, attesting to being present at the briefing. Topics discussed should include known and suspected hazards along with the operation's goals and objectives.

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

EMERGENCY ACTION CONDITIONS:

Code Green All conditions are normal and incident work may continue.

Code Red All or specific work activities must cease at once due to one of the following:

- Indications of emissions from the incident such as CGI readings of 25% or greater, less than 19.5% oxygen, or one Mr/Hr of ionizing radiation are present
- Current or projected meteorological data indicates that a probable impact on working conditions could occur
- If background readings obtained during cessation of activities worsen, reassessment of the findings should be confirmed; actions to lower levels of contaminant or contingencies for further incident monitoring must take place
- If this condition exists, incident personnel will immediately notify command staff

Officials making evacuation/public health decisions will address the need for a public health advisory to potentially effected areas. This is because incident control methods may or may not reduce the source of contamination or threat to the general public.

If needed, a temporary sheltering or evacuation plan should be considered until levels of contamination are reduced or contained to levels deemed safe by all responsible authorities. Confirmation of these levels will be done by generally approved monitoring methods agreed to by the authorities in charge.

Sheltering/Evacuation Plan:
Ordered By:

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

LIST OF ACCESS AUTHORIZED PERSONNEL (Outside Agencies):				
SPECIALIZED TASK ASSIGNMENTS:				
LEVELS OF PROTECTION SELECTED:				
Initial Site Survey:	A	B	C	D
Entry Team:	A	B	C	D
Backup Team:	A	B	C	D
Decon Team:	A	B	C	D

SKETCH OR ATTACH PLOT PLAN HERE:

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

RESPONSE SAFETY CHECK-OFF SHEET

TYPE OF RESPONSE:	
Highway	Industrial
Railway	Marine
Residential	Other
Specify:	
TYPE OF SAFETY PLAN:	
Federal	State
Local	Other
Specify:	
SUSPECTED CHEMICALS INVOLVED:	
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
INITIAL LEVEL OF PROTECTION: (If level D you must justify)	
A B C D	
INITIAL MEDICAL SCREENING COMPLETE: ☐ Yes ☐ No	
If no, justify:	
In the event of fire or explosion:	

In the event of potential or actual ionizing radiation exposure:

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

In the event of spread of contamination beyond the boundaries of the incident:
EMERGENCY SERVICES:
Emergency medical facility:
Ambulance service:
Poison Control Center:
Chemical manufacturer?s representative:
EMERGENCY PROCEDURES (in the event of personnel exposure):
EMERGENCY PROCEDURES (in the event of personnel injury):
HAZARD ASSESSMENT:
Attach Hazardous Materials Safety Data Sheets (MSDS), or other reference materials, for chemicals involved to this document.
MONITORING PROCEDURES:
Monitoring the incident to identify concentration of contaminants in all media. List the instruments to be used and what areas to be monitored.

Hot Zone (Excursion Zone)
Warm Zone (Contamination Reduction Zone)
Cold Zone (Support Zone)

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

MEDICAL MONITORING: (What procedures to be used to monitor personnel for evidence of personal exposure.)
PERSONNEL POTENTIALLY EXPOSED TO HAZARDOUS MATERIALS:

NAME	POSITION	DATE/TIME

DECONTAMINATION PROCEDURES: (Contaminated personnel, surfaces, materials, instruments, other equipment.)
DECONTAMINATION SOLUTIONS USED:
DISPOSAL PROCEDURES:

Authorized By:

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

POST RESPONSE:			
Level of protection used:			
A	B	C	D
Justify			
EQUIPMENT DECONTAMINATION:			

	Clothing	SCBA/Resp.	Monitoring
Disposed:			
Cleaned:			
No Action:			

Specify:		
TOTAL APPROXIMATE TIME IN HOT ZONE:	Days	Hours
DATE PREPARED:	PREPARED BY:	
Reviewed By:		
Assistance in preparing this safety plan can be obtained from Haz Mat personnel.		

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

HEALTH AND SAFETY/RESPONSE PLAN

APPLIES TO SITE:					
DATE:					
PRODUCTS:					(ATTACH MSDS)
SITE CHARACTERIZATION		☐ Marine vessel	☐ Pipeline	☐ Storage facility	
		☐ Truck/Rail car	☐ Other		
Water	☐ Shoreline	☐ Wetlands	☐ Other		
	☐ Rocky	☐ Sandy	☐ Muddy	☐ Other	
	☐ River	☐ Creek	☐ Canal	☐ Bay	☐ Ocean
Land	☐ Mountains	☐ Hills	☐ Brushland	☐ Forest	☐ Grassland
	☐ Other				
Use	☐ Public	☐ Government	☐ Residential	☐ Commercial	
	☐ Recreational	☐ Industrial	☐ Farmland	☐ Other	
Weather	☐ Temp _____?F	☐ Wind/Dir. _____ mph		☐ Rain	
	☐ Snow	☐ Ice		☐ Other	
Pathways for Dispersion		☐ Air	☐ Water	☐ Land	☐ Other
Site Hazards					
☐ Chemical Hazards		☐ Boats			
☐ Slips, trips, falls		☐ Helicopters			
☐ Heat stress		☐ Noise			
☐ Cold stress		☐ Pumps, hoses			
☐ Weather		☐ Steam, hot water			
☐ Drowning		☐ Fire/Explosion			
☐ Heavy equipment		☐ Poor visibility			
☐ Drum handling		☐ Motor vehicles			
☐ Wildlife/plants		☐ Confined spaces (see attachment/appendix)			
☐ Hand/power tools		☐ Ionizing radiation			
☐ Lifting		☐ Other			

Air Monitoring			
% LEL	% O_2	PPM Benzene	PPM H_2S
☐ Other (specify)			
☐ See attachment - Monitoring Results/Methods			
CONTROL MEASURES:			

Engineering Controls

- ☐ Source of release secured
- ☐ Valve(s) closed
- ☐ Facility shut down
- ☐ Site secured
- ☐ Other

Personal Protective Equipment (PPE) HAZWOPER Coordination with OSRO

- ☐ PVC suits
- ☐ PE/TYVEK suits
- ☐ Respirator
- ☐ Site secured
- ☐ PVC gloves
- ☐ Other
- ☐ Other
- ☐ Hard hats
- ☐ Eye protection

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

HEALTH AND SAFETY/RESPONSE PLAN

CONTROL MEASURES (cont'd):

Decontamination

- ☐ Stations established (see site map)

Sanitation

- ☐ Facilities provided per OSHA 1910.120(n)

Illumination

- ☐ Facilities provided per OSHA 1910.120(m)

Medical Surveillance

- ☐ Facilities provided per OSHA 1910.120(f)

WORK PLAN: (buddy system must be used.)

- ☐ Booming ☐ Skimmers ☐ Vac. trucks ☐ Pumping ☐ Excavation
- ☐ Heavy equipment ☐ Sorbent pads ☐ Patching ☐ Hot work ☐ Shoring
- ☐ Appropriate permits issued
- ☐ Other (describe):

TRAINING(HAZWOPER training program):

- ☐ Verified site workers trained per OSHA 1910.120

ORGANIZATION (See Incident Command System chart.):

EMERGENCY PLAN (See site map and Daily Medical Plan - ICS 206.):

SITE SECURITY:

- ☐ Pre-entry briefing

☐ Security level	Low	Medium	High
☐ Other topics			
DATE/TIME/PLAN COMPLETED:	By:		

FIGURE 5.3-4 - SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE DIAGRAM

GENERAL DIAGRAM INSTRUCTIONS

1. Site Diagram should include the following (label the items drawn with corresponding letter):

   A. Sketch with major feature locations (buildings, drainage paths, roads, etc.)
   B. Hazardous substance location
   F. Routes of entry
   G. Wind direction
   H. Emergency evacuation routes

C. Work zones (exclusion, contamination reduction, support)
D. Command center and decontamination area
E. Access and access restrictions
I. Assembly points
J. First aid locations
K. Communication system

5.4 DECONTAMINATION PLAN

Incident Name:	Location:
Effective Date of Plan:	Effective Time Period of Plan:
Spill Location:	Plan Prepared By:

- Work Zones:

  - Support (cold) zone
  - Contamination reduction (warm) zone
  - Exclusion (hot) zone

  These zones are identified by signs, barrier tape or other means. Decontamination is performed in the contamination reduction zone. When responders exit the exclusion zone they must be decontaminated.

  Crews are available to assist in decontamination procedures as needed. The crews must wear appropriate personal protective equipment (PPE), and are responsible for packaging and labeling of contaminated PPE.

- Decontamination Stations:

  Decontamination is performed within the contamination reduction zone, which is appropriately lined to prevent the spread of contaminants. Dikes are installed under the lining to contain runoff.

5.4 DECONTAMINATION PLAN, CONTINUED

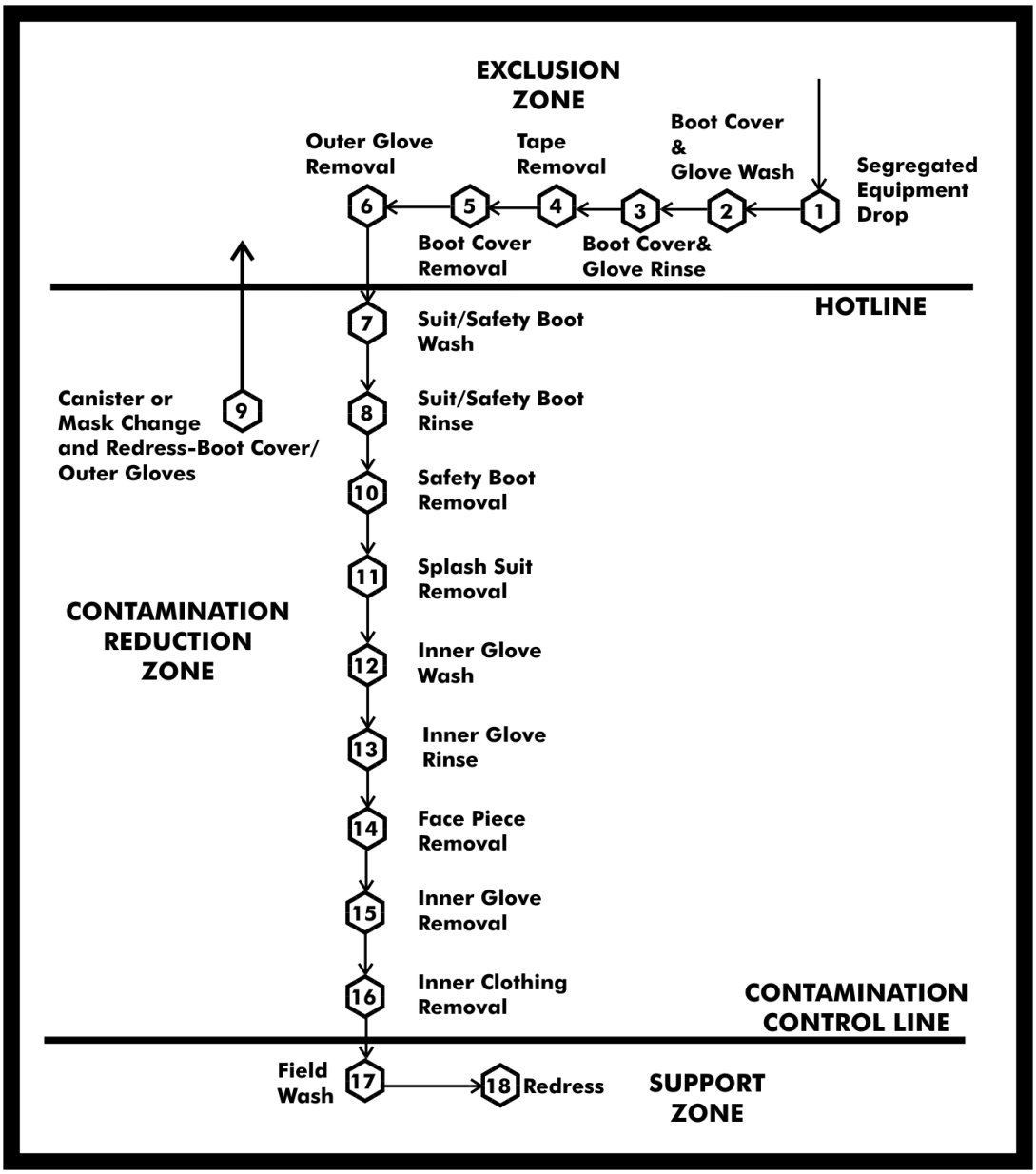
Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.
STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with long-handled scrub brush and decontamination solution.
STATION 8	Suit and boot and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure; worker?s canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Splash suit removal	With assistance of helper, remove splash suit. Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.

STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.
STATION 17	Field wash	Shower if highly toxic, skin-corrosive or skin-absorbable materials are known or suspected to be present. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes.

5.4 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT

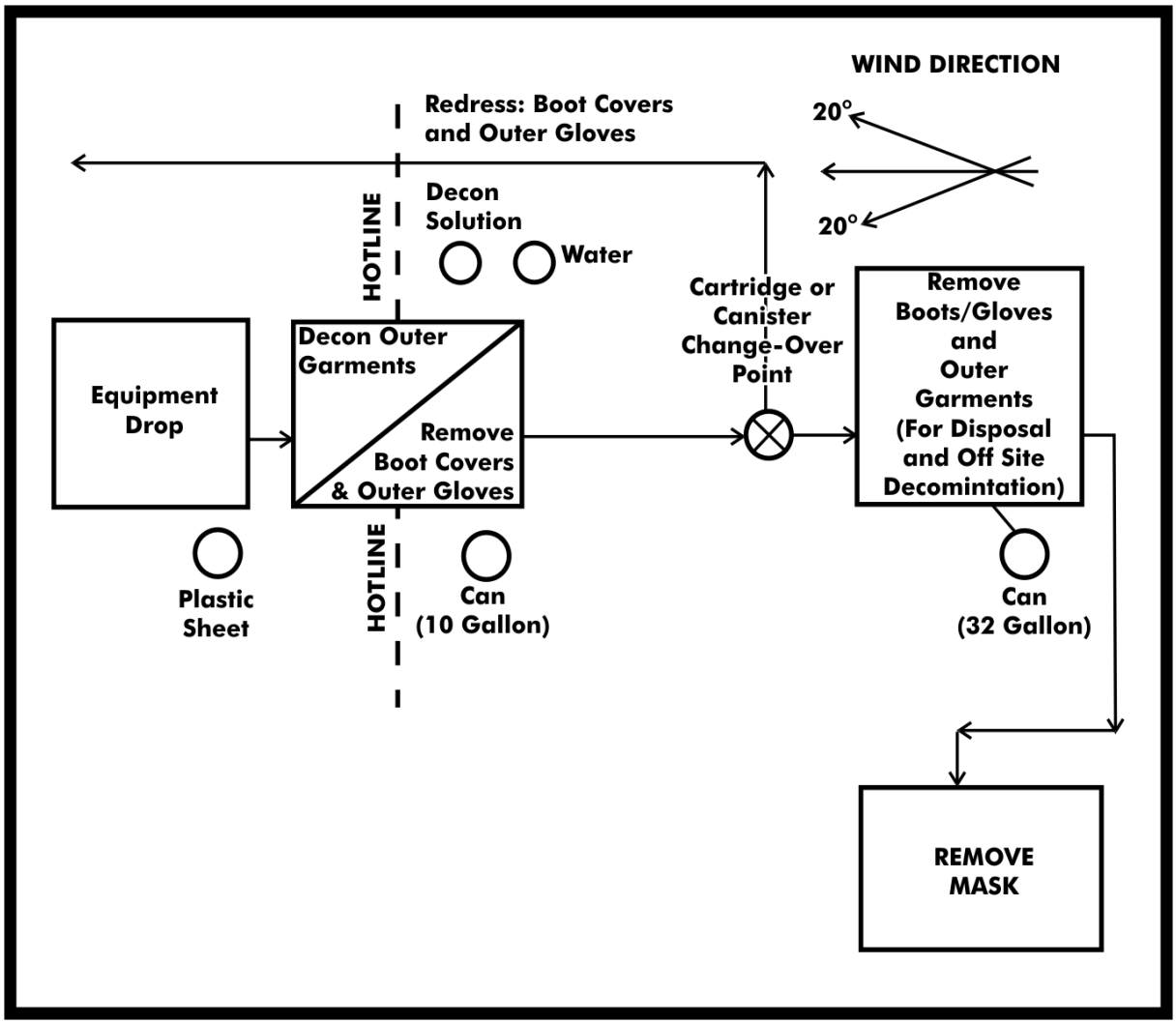


5.4 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Outer garment, boots and gloves wash, and rinse	Scrub outer boots, outer gloves, and splash suit with decontamination solution or detergent and water. Rinse off using copious amounts of water.
STATION 3	Outer boot and glove removal	Remove outer boots and gloves. Deposit in container with plastic liner.
STATION 4	Canister or mask change	If worker leaves exclusion zone to change canister (or mask) or this is the last step in the decontamination procedures; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, the worker returns to duty.
STATION 5	Boot, gloves, and outer garment removal	Boots, chemical-resistant splash suit, inner gloves removed and deposited in separate containers lined with plastic.
STATION 6	Face piece removal	Face piece is removed. Avoid touching face with fingers. Face piece deposited on plastic sheet.
STATION 7	Field wash	Hands and face are thoroughly washed. Shower as soon as possible.

5.4 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



5.5 DISPOSAL PLAN

Date:	Location:
Source of release:	
Amount of release:	
Incident name:	
State On-Scene Coordinator:	
Federal On-Scene Coordinator:	
Time required for temporary storage:	
Proposed storage method:	

Disposal priorities:

Sample date:	Sample ID:
Analysis required (type):	
Laboratory performing analysis:	

Disposal options:

	Available	Likely	Possible	Unlikely
Landfill:				
In situ/ bio-remediation:				
In situ burn:				
Pit burning:				
Hydrocyclone:				
Off site incineration:				
Reclaim:				
Recycle:				

Resources required for disposal options:

General information:

Generator name:	US EPA ID#:
Waste properties:	Waste name:
US EPA waste code:	State waste code:
EPA hazardous waste:	
Waste storage and transportation:	
Proposed storage method:	
Proposed transportation method:	

5.5 DISPOSAL PLAN, CONTINUED

Permits required for storage:
Permits required for transportation:
Estimated storage capacity:
Number and type of storage required:
Local storage available for temporary storage of recovered oil:

PPE required for waste handling:	
Waste coordinator:	Date:

Resources required for disposal options:

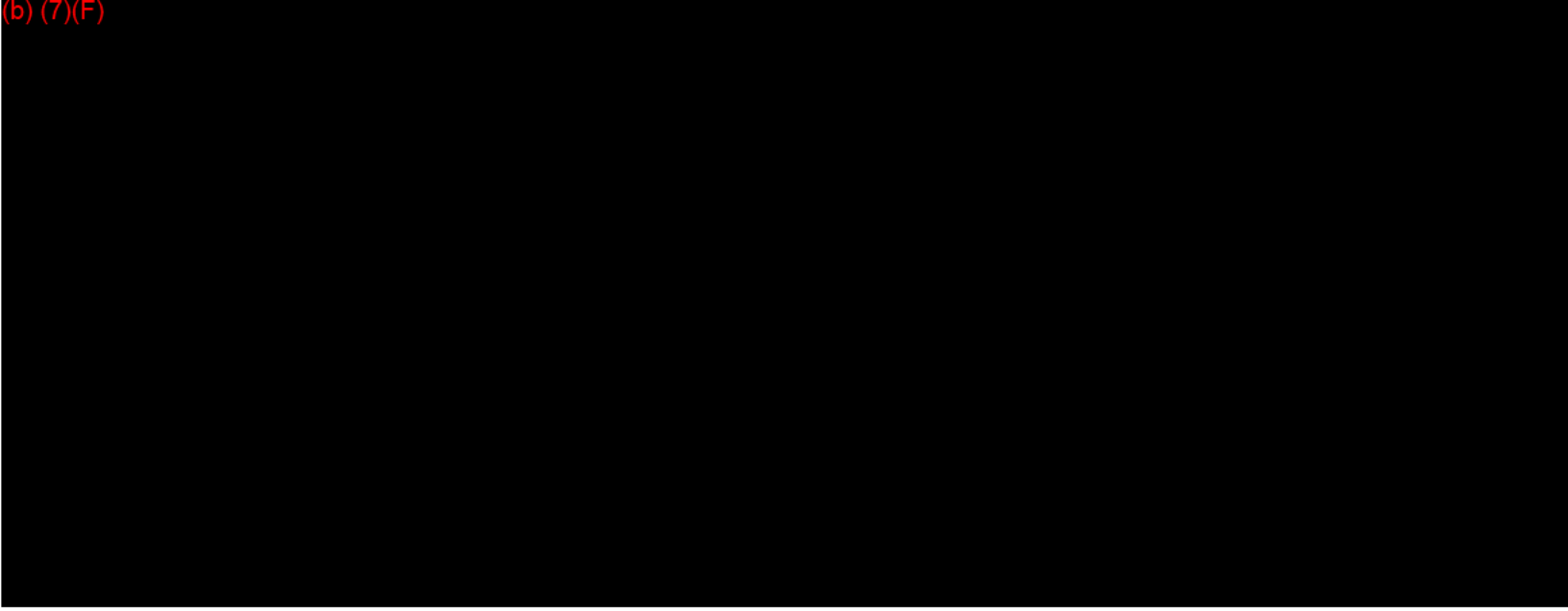
Incident name:	
Sample number:	Date sent:
Source of sample:	
Date sample data received:	
Waste hazardous:	Non-hazardous:
Permits/variances requested:	
Approval received on waste profile:	
Date disposal can begin:	
Disposal facilities:	
Profile number:	

Storage contractors:
Waste transporters:
PPE designated and agrees with Site Safety and Health Plan:

5.5 DISPOSAL PLAN, CONTINUED

Additional information:
Waste coordinator:

(b) (7)(F)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5.7 DEMOBILIZATION PLAN

Incident name:	**Location:**
Effective date of plan:	**Effective time period of plan:**
Spill location:	**Plan prepared by:**

Demobilization procedures:

- Operations Section will determine which resources are ready for release from a specific collection site
- The Planning Section will provide guidance on release priorities and demobilization recommendations
- Information maintained by the Planning Section will be utilized to assist in the prioritization
- Each incident will require a Decontamination Area
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment
- Transports for equipment will be required if remote from staging area
- The Planning Section will document all demobilization and decontamination activities
- Equipment designated for re-assignment will be mobilized to the appropriate staging area
- The Supervisor will ensure a log is maintained documenting that proper decontamination procedures are performed for each piece of equipment
- The Operations Section will ensure that redeployed personnel receive proper rest prior to returning to duty
- The Planning Section Chief will monitor personnel redeployment activities to ensure number of hours worked is within acceptable guidelines
- The Operations Section Chief must approve the Demobilization Plan before decontamination, release, or redeployment of any resources

SECTION 6 Last revised: January 2005

SENSITIVE AREAS / RESPONSE TACTICS

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6.1 Area Description

6.2 Spill Containment / Recovery

Figure 6.2-1 - Response Tactics for Various Shorelines

6.3 Sensitive Area Protection

Figure 6.3-1 - Sensitive Area Protection Implement Sequence

Figure 6.3-2 - Summary of Shoreline and Terrestrial Cleanup Techniques

6.4 Wildlife Protection and Rehabilitation

6.5 Endangered and Threatened Species By State

6.6 Terminal Map Feature Index

6.7 Terminal Sensitivity Maps

6.8 Tactical Plans

6.9 Pipeline Sensitivity Maps

6.1 AREA DESCRIPTION

Description of shoreline types and specific shoreline protection and clean-up techniques are presented in **FIGURE 6.2-1 and FIGURE 6.3-2.** The strategies and response examples are guidelines and must be evaluated during the response to ensure that the selected response methods are appropriate for the situation.

Sensitivity maps are provided in **SECTION 6.7**.

6.2 SPILL CONTAINMENT / RECOVERY

Containment and recovery refer to techniques that can be employed to contain and recover terrestrial and aquatic petroleum spills.

Terrestrial spills typically result from pipeline or tank leaks. The Company is equipped with secondary containment systems for areas with non-pressurized breakout tanks. Spills occurring within the secondary containment area or along the pipeline areas should be contained at or near their source to minimize the size of the cleanup area and quantity of soil affected.

Containment is most effective when conducted near the source of the spill, where the oil has not spread over a large area and the contained oil is of sufficient thickness to allow effective recovery and/or cleanup. The feasibility of effectively implementing containment and recovery techniques is generally dependent upon the size of the spill, available logistical resources, implementation time, and environmental conditions or nature of the terrain in the spill area.

For terrestrial spills, trenches and earthen berms or other dams are most often used to contain oil migration on the ground surface. Recovery of free oil is best achieved by using pumps, vacuum sources, and/or sorbents.

Spills that reach water spread faster than those on land. They also have greater potential to contaminate water supplies, to affect wildlife and populated areas, and to impact manmade structures and human activities. Responses on water should therefore emphasize stopping the spill, containing the oil near its source, and protecting sensitive areas before they are impacted.

Sorbents are used to remove minor on-water spills. For larger spills, booming is used to protect sensitive areas and to position oil so it can be removed with skimmers or vacuum trucks.

Due to entrainment, booming is not effective when the water moves faster than one knot or waves exceed 1.5 feet in height. Angling a boom will minimize entrainment. Using multiple, parallel booms will also improve recovery in adverse conditions. A summary of booming techniques is provided below.

Containment/Diversion Berming	• Berms are constructed ahead of advancing surface spills to contain spill or divert spill to a containment area • May cause disturbance of soils and some increased soil penetration
Blocking/Flow-Through Dams	• Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is flowing install inclined pipes during dam construction to pass water underneath dam • May increase soil penetration
Culvert Blocking	• Block culvert with plywood, sandbags, sediments, etc. to prevent oil from entering culvert
Interception Trench	• Excavate ahead of advancing surface spill to contain spill and prevent further advancement; cover bottom and gradients with plastic • May cause disturbance of soils and increased soil penetration
Containment booming	• Boom is deployed around free oil • Boom may be anchored or left to move with the oil
Diversion booming	• Boom is deployed at an angle to the approaching oil • Oil is diverted to a less sensitive area • Diverted oil may cause heavy oil contamination to the shoreline downwind and down current • Anchor points may cause minor disturbance to the environment

Exclusion booming	• Boom is placed around a sensitive area or across an inlet, a river mouth, a creek mouth, or a small bay • Approaching oil is contained or deflected (diverted) by the boom • Anchor points may cause minor disturbance to the environment

Sorbent booming

- Used only on quiet water with minor oil contamination
- Boom is anchored along a shoreline or used in a manner described above
- May use boom made of sorbent material or may pack sorbent material between multiple booms placed parallel to each other

Other cleanup methods include: natural recovery, manual removal/scraping, low-pressure flushing, warm water washing, and burning. Berms and dams are also used in shallow waterways to protect areas.

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See http://response.restoration.noaa.gov for the latter two.)

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY

Developed/ Unforested land	• This class includes towns, cities, farms, pastures, fields, reclaimed wetlands, and other altered areas
	• Organisms and algae may be common in riprap structures and on pilings
		• Oil would percolate easily between the gravel and boulders of riprap structures
		• Oil would coat the intertidal areas of solid structures
		• Biota would be damaged or killed under heavy accumulations
			• May require high pressure spraying:
			  • To remove oil
			  • To prepare substrate for recolonization of barnacle and oyster communities
			  • For aesthetic reasons

Freshwater Flat	• Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds • They are exposed to low wave and current energy • They are often areas of heavy bird use	• Oil is expected to be deposited along the shoreline • Penetration of spilled oil into the water-saturated sediments of the flat will not occur • When sediments are contaminated, oil may persist for years	• These areas require high priority for protection against oil contamination • Cleanup of freshwater flats is nearly impossible because of soft substrate • Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the sediments during the cleanup effort • Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed
Fresh Marsh	• Found along freshwater ponds and lakes • These marshes have various types of	• Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can	• Marshes require the highest priority for shoreline protection • Natural recovery is recommended when:

	vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs • Birds and mammals extensively use fresh marshes for feeding and breeding purposes	occur within months • Large spills will cover more area and may persist for decades • Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses	• A small extent of marsh is affected • A small amount of oil impacts the marsh fringe • The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats • Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots • Oil wrack and other debris may be removed by hand
Swamp	• Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands • Birds and mammals use swamps during feeding and breeding activities	• Even small amounts of spilled oil can spread through the swamp • Large spills will cover more area and may persist for decades since water-flushing rates are low • Oil, particularly the heavy fuel oils, will adhere to swamp vegetation • Unlike mangroves, the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush vegetation, however, would be severely impacted	• No cleanup recommended under light conditions • Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close scientific supervision • Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests • Oil trapped by boom can be reclaimed

			through the use of skimmers and vacuums

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Open water	• Have ocean like waves and currents • Weather changes effect on-water conditions • River mouths present problems • Thermal stratification occurs	• Most organisms are mobile enough to move out of the spill area • Aquatic birds are vulnerable to oiling • Human usage (such as transportation, water intakes, and recreational activities) may be restricted	• Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large rivers	• May have varying salinities, meandering channels, and high flow rates • May include manmade structures (such as dams and locks) • Water levels vary seasonally • Floods generate high suspended sediment and debris loads	• Fish and migratory birds are of great concern • Under flood conditions, may impact highly sensitive areas in floodplains • Human usage may be high • When sediments are contaminated, oil may persist for years	• Booming, skimming, and vacuuming are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal
Small lakes and ponds	• Water surface can be choppy • Water levels can fluctuate widely • May completely	• Wildlife and socioeconomic areas likely to be impacted • Wind will control the oil's distribution	• Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods

	freeze in winter • Bottom sediments near the shore can be soft and muddy • Surrounding area may include wet meadows and marshes		• Should not use containment booming, vacuuming, sorbents, and skimming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Small rivers and streams	• Wide range of water bodies - fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, mid-channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted	• Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted	• Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booming, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical herding, natural recovery, debris removal, vegetation removal, and in-situ burn

6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number of factors such as sensitive features, priorities for areas to be protected, and potential degree of impact. In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the pipeline are provided in SECTION 6.7.

FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENT SEQUENCE

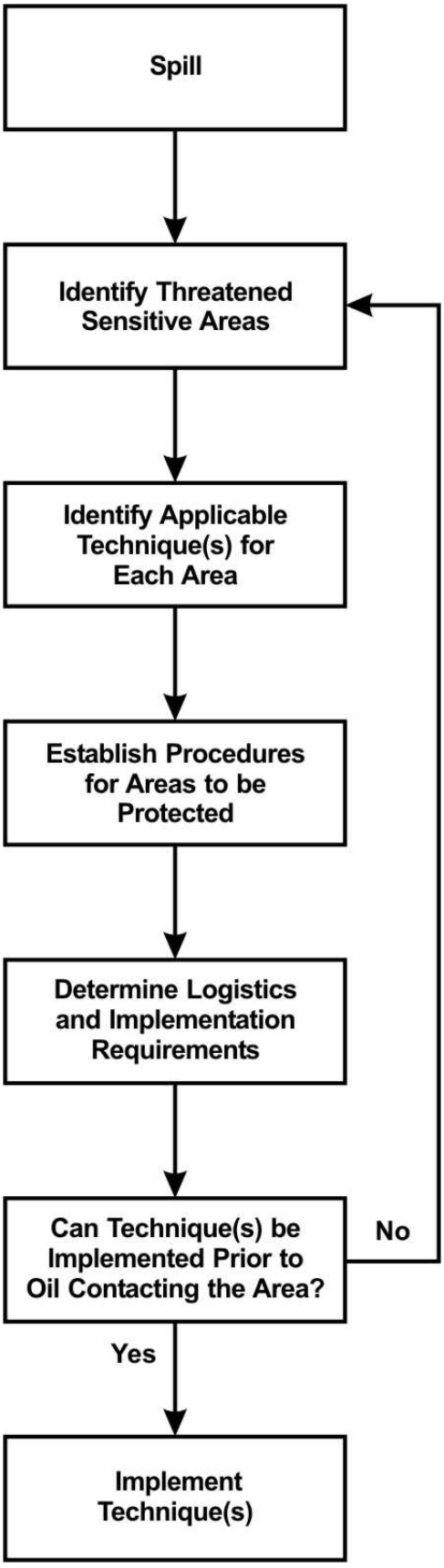

FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Removal				
1. Manual Removal	Hand tool (scrapers, wire brushes, shovels, cutting tools, wheel barrows, etc.) are used to scrape oil off surfaces or recover oiled sediments, vegetation, or debris where oil conditions are light or sporadic and/or access is limited.	Equipment misc. hand tools Personnel 10-20 workers	• Can be used on all habitat types • Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi-solid to solid masses • In areas where roosting or birthing animals cannot or should not be disturbed	• Sediment disturbance and erosion potential
2. Mechanical Removal	Mechanical earthmoving equipment is used to remove oiled sediments and debris from heavily impacted areas with suitable access.	Equipment motor grader, backhoe, dump truck elevating scrapers Personnel 2-4 workers plus equipment operators	• On land, wherever surface sediments are accessible to heavy equipment • Large amounts of oiled materials	• Removes upper 2 to 12 inches of sediments

3. Sorbent Use	Sorbents are applied manually to oil accumulations, coatings, sheens, etc. to remove and recover the oil.	Equipment misc. hand tools misc. sorbents Personnel 2-10 workers	• Can be used on all habitat types • Free-floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal • Sensitive areas where access is restricted	• Sediment disturbance and erosion potential • Trampling of vegetation and organisms • Foot traffic can work oil deeper into soft sediments
4. Vacuum / Pumps / Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from land or relatively thick floating layers from the water.	Equipment 1-2 50- to 100-bbl vacuum trucks w/hoses 1-2 nozzle screens or skimmer heads Personnel 2-6 workers plus truck operators	• Can be used on all habitat types • Stranded oil on the substrate • Shoreline access points	• Typically does not remove all oil • Can remove some surface organisms, sediments, and vegetation
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered.? Frequently used with flushing.	Equipment 1-5 100- to 200-gpm pumping systems 1 100-ft perforated header hose per system 1-2 200-ft containment booms per system 1 oil recovery device per system Personnel 6-8 workers per system	• All shoreline types except steep intertidal areas • Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate • Where oil has penetrated into gravel	• Can impact clean downgradient areas • Can displace some surface organisms if present • Sediments transported into water can affect water quality

			sediments • Used with other washing techniques	

FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing, Continued				
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove oil from surface or near-surface sediments through agitation and direct contact.? Oil is flushed back into the water or a collection point for subsequent recovery.? May also be used to flush out oil trapped by shoreline or aquatic vegetation.	Equipment 1-5 50- to 100-gpm/ 100-psi pumping systems with manifold 1-4 100-ft hoses and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system Personnel 8-10 workers per system	• Substrates, riprap, and solid man-made structures • Oil stranded onshore • Floating oil on shallow intertidal areas	• Can impact clean downgradient areas • Will displace many surface organisms if present • Sediments transported into water can affect water quality • Hot water can be lethal to many organisms • Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective.? Oil is directed back into water or	Equipment 1-5 1,200- to 4,000-psi units with hose and spray wand 1-2 100-ft containment booms per unit 1 oil recovery device per unit Personnel	• Bedrock, man-made structures, and gravel substrates • When low-pressure flushing is not effective • Directed	• Will remove most organisms if present • Can damage surface being cleaned • Can affect clean downgradient or nearby areas

	collection point for subsequent recovery.	2-4 workers per unit	water jet can remove oil from hard to reach sites	
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches from the sediments.	Equipment 1,000-2,000 ft sorbent/snare boom 200-400 stakes or anchor systems Personnel 4-10 workers	• All shoreline types • Calm wave action • Slow removal process	• Significant amounts of oil can remain on the shoreline for extended periods of time
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface sediments to maximize natural degradation processes.	Equipment 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools Personnel 2-10 workers	• Any sedimentary substrate that can support heavy equipment • Sand and gravel beaches with subsurface oil • Where sediment is stained or lightly oiled • Were oil is stranded above normal high waterline	• Significant amounts of oil can remain on the shoreline for extended periods of time • Disturbs surface sediments and organisms

FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES, CONTINUED

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
10. In Situ Bioremediation	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	Equipment 1-2 fertilizer applicators 1 tilling device if required Personnel 2-4 workers	• Any shoreline habitat type where nutrients are deficient Moderate to heavily oiled substrates After other techniques have been used to remove free product on lightly oiled shorelines Where other techniques are destructive or ineffective	• Significant amounts of oil can remain on the shoreline for extended periods of time • Can disturb surface sediments and organisms
11. Log/Debris?? Burning	Oiled logs, driftwood, vegetation, and debris are burned to minimize material handling and disposal requirements.? Material should be stacked in tall	Equipment 1 set of fire control equipment 2-4 fans 1 supply of combustion promoter Personnel 2-4 workers	• On most habitats except dry muddy substrates where heat may impact the biological productivity of the habitat	• Heat may impact local near-surface organisms • Substantial smoke may be generated • Heat may impact adjacent vegetation

	piles and fans used to ensure a hot, clean burn.		• Where heavily oiled items are difficult or impossible to move • Many potential applications on ice	
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	• All habitat types • When natural removal rates are fast • Degree of oiling is light • Access is severely restricted or dangerous to cleanup crews • When cleanup actions will do more harm than natural removal	• Oil may persist for significant periods of time • Remobilized oil or sheens may impact other areas • Higher probability of impacting wildlife
13. Dispersants (Pursuant to Texas Administrative Code, Title 31, Part 1, Chapter 19, Subchapter B, Rule 19.13 (c) (10) - Under no circumstances will any facility personnel who	Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. ? Specially	Dispersants Boat or aircraft	• Water bodies with sufficient depth and volume for mixing and dilution • When the impact of the floating oil has been determined to be greater	• Use in shallow water could affect benthic resources • May adversely impact organisms in the upper 30 feet of the water column • Some water-surface and shoreline impacts could occur

might be involved in an oil spill response, disperse detergents or other surfactants. These products are prohibited from being used on an oil spill in water; such usage requires written approval of the Regional Response Team, consisting of federal and state agency representatives that coordinate oil spill response efforts)	formulated products containing surface-active agents are sprayed from aircraft or boats onto the slick.		than the impact of dispersed oil on the water-column community	
1 - Per 1000 feet of shoreline or oiled area				

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See http://response.restoration.noaa.gov for the latter two.)

6.4 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response, but will not typically directly manage these efforts.

- Company personnel will not attempt to rescue or clean affected wildlife, because such actions may cause harm to the individuals or may place the animals at further risk.

- Federal and state agencies responsible for wildlife capture and rehabilitation will typically coordinate capturing and rehabilitating oiled wildlife; a list of these agencies are included in **FIGURE 3.1-3**.

- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled animals as well as deterring unaffected animals away from the spill site.

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Bat, Indiana	*Myotis sodalis*	Caves, mines, upland forests	E	Connecticut
Gerardia, sandplain	*Agalinis acuta*	Dry, sandy, short grass plains, roadsides, and openings in oak scrub	E	Connecticut
Plover, piping except Great Lakes watershed	*Charadrius melodus*	Sandy beaches, islands	T	Connecticut
Pogonia, small whorled	*Isotria medeoloides*	Cidic soils, in dry to mesic second-growth	T	Connecticut
Sea turtle, green except where endangered	*Chelonia mydas*	Coasts, open sea	T	Connecticut
Sea turtle, hawksbill	*Eretmochelys imbricata*	Clear offshore waters off the mainland and on island shelves	E	Connecticut
Sea turtle, Kemp's ridley	*Lepidochelys kempii*	Shallow areas with sandy and muddy bottoms	E	Connecticut
Sea turtle, leatherback	*Dermochelys coriacea*	Warm sands of tropical beaches	E	Connecticut
Sea turtle, loggerhead	*Caretta caretta*	Estuaries, coastal streams and salt marshes	T	Connecticut
Sturgeon, shortnose	*Acipenser brevirostrum*	Rivers, estuaries, and the sea	E	Connecticut
Tern, roseate northeast U.S. nesting pop.	*Sterna dougallii dougallii*	Coastal islands and beaches	E	Connecticut
Tiger beetle, northeastern beach	*Cicindela dorsalis dorsalis*	Coastal beaches	T	Connecticut
Turtle, bog (=Muhlenberg) northern	*Clemmys muhlenbergii*	Calcareous (limestone) fens, sphagnum bogs, and wet, grassy pastures	T	Connecticut
	Alasmidonta	Slow moving, sandy		

Wedgemussel, dwarf	*heterodon*	rivers	E	Connecticut
Whale, finback	*Balaenoptera physalus*	Offshore ocean waters	E	Connecticut
Whale, right	*Balaena glacialis (incl. australis)*	Surface of the ocean	E	Connecticut

T - Threatened
E - Endangered

6.6 TERMINAL MAP FEATURE INDEX

MAP ID#	MAP NAME	FEATURE	NAME
		Refer to SECTION 6.7.	

6.7 TERMINAL SENSITIVITY DESCRIPTION

6.7 TERMINAL SENSITIVITY MAPS

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6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

(Click here for Legend) 2

6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

(Click here for Sensitivity Maps) 3

6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

(Click here for Sensitivity Maps) 4

6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

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6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

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6.7 TERMINAL SENSITIVITY MAPS, CONTINUED

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6.8 TACTICAL PLANS

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6.8 TACTICAL PLANS, CONTINUED

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6.8 TACTICAL PLANS, CONTINUED

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6.8 TACTICAL PLANS, CONTINUED

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6.8 TACTICAL PLANS, CONTINUED

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6.8 TACTICAL PLANS, CONTINUED

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6.8 TACTICAL PLANS, CONTINUED

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6.9 PIPELINE SENSITIVITY MAPS

(Click here for Sensitivity Maps)

SECTION 7 Last revised: June 24, 2008

SUSTAINED RESPONSE ACTIONS

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7.1 Response Resources

7.1.1 Response Equipment

Figure 7.1-1 - Equipment/Response Capabilities and Limitations

7.1.2 Response Equipment Inspection and Maintenance

7.1.3 Contractors, Contractor Equipment, and Labor

7.1.4 Command Post

Figure 7.1-2 - Command Post Checklist

7.1.5 Staging Area

7.1.6 Communications Plan

Figure 7.1-3 - Communications Checklist

7.2 Site Security Measures

Figure 7.2-1 - Site Security Checklist

7.3 Waste Management

Figure 7.3-1 - Waste Management Flow Chart

Figure 7.3-2 - General Waste Containment and Disposal Checklist

7.3.1 Waste Storage

Figure 7.3-3 - Temporary Storage Methods

7.3.2 Waste Transfer

7.3.3 Waste Disposal

Figure 7.3-4 - Facility Specific Disposal Plan

7.4 Public Affairs

Figure 7.4-1 - Incident Fact Sheet

7.1 RESPONSE RESOURCES

7.1.1 Response Equipment

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ CONTAINMENT CAPACITY	LOCATION AT FACILITY
Booms	Spill Containment Boom	1,000 ft.		As Needed	Operational	Permanently deployed at vessel dock - 85 East Street Terminal
Booms	Spill Containment Boom	400 ft.		As Needed	Operational	Deployed around docked vessel during each product transfer - 85 East Street Terminal
Sorbents	Absorbent Pads	2 bags			Operational	Lower floor of terminal office - 85 East Street Terminal
Sorbents	Drum Spill Kits	4			Operational	Off loading areas and above ground piping - 85 East Street Terminal
Sorbents	Sausage Boom	4			Operational	Lower floor of 85 East Street Terminal office
Sorbents	Speedi-Dry	varies			Operational	Lower floor of 85 East Street Terminal office
Sorbents	Spill Chest	1			Operational	Loading rack area - 85

						area - 85 East Street Terminal
Hand Tools	Shovels	2		As Needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Squeegie	1		As Needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Broom	1		As needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Buckets	25		As needed	Operational / 125 gal.	Lower floor of 85 East Street Terminal office

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan. Response equipment not included in the above table is not maintained at this facility for response (i.e. weirs, booms, etc.). Containment capacity for sorbents is equivalent to absorption capacity.

7.1.1 Response Equipment, Continued

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ CONTAINMENT	LOCATION AT

					CAPACITY	FACILITY
Communication Equipment	Hand-Held Radios (Intrinsically Safe)	10		Various	Operational	280 Waterfront Street
Fire Fighting Equipment	Foam Hose Connections	10			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Fire Department Connections	1			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Water Hydrants	2	200 psi		Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Foam Concentrate Tanks (1,155 gallon 3% foam conc.)	1			Operational	Foam House - 85 East Street Terminal
Fire Fighting Equipment	Sprinkler Activation Switches	2			Operational	Terminal Office and Foam House - 85 East Street Terminal
Fire Fighting Equipment	Fire Protection System Activation Switches	2			Operational	Terminal Office and Foam House - 85 East Street Terminal
Fire Fighting Equipment	Foam Chambers	18			Fire Fighting Equipment: 85 East Street Terminal	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Muster Area	1			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting	USCG	4			Operational	See 85 East

Equipment	Jurisdiction Valves					Street Terminal Plot Plan
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Vessel dock near dolphin no. 1 - 85 East Street Terminal

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan. Response equipment not included in the above table is not maintained at this facility for response (i.e. weirs, booms, etc.). Containment capacity for sorbents is equivalent to absorption capacity.

7.1.1 Response Equipment, Continued

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ CONTAINMENT CAPACITY	LOCATION AT FACILITY
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Vessel dock near midway

						point - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Vessel dock main platform near dock walkway - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	125 lbs.		Operational	Vessel dock main platform near control station (wheeled) - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Vessel dock control station - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Heavy Oil Tank Farm near pump pad control house - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	2	20 lb.		Operational	Metal Building No. 6 - 85 East Street Terminal
Fire Fighting Equipment:	ABC Fire Extinguisher	2	20 lb.		Operational	Liquid asphalt loading rack - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire	1	125 lb.		Operational	Liquid asphalt

	Extinguisher					loading rack (wheeled) - 85 East Street Terminal
Fire Fighting Equipment	CO2 Fire Extinguisher	1	20 lb.		Operational	Foam house - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	5 lb.		Operational	Terminal office (lower floor) - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	10 lb.		Operational	Terminal office (lower floor) - 85 East Street Terminal

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan. Response equipment not included in the above table is not maintained at this facility for response (i.e. weirs, booms, etc.). Containment capacity for sorbents is equivalent to absorption capacity.

7.1.1 Response Equipment, Continued

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ CONTAINMENT CAPACITY	LOCATION AT FACILITY
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Terminal office (upper floor/control room) - 85 East Street Terminal

Fire Fighting Equipment	Halon Fire Extinguisher	1	5 lb.		Operational	Terminal office (upper floor/control room) - 85 East Street Terminal
Personal Protection Equipment	Tyvek, Rubber boots, hip boots, aprons	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Gloves (latex, rubber, cotton)	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Dust masks, Respirators	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Goggles, Safety Glasses	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Hard Hats	Various		As needed	Operational	85 East Street Terminal Office
Boom	Spill Containment Boom	1,000 ft.		As Needed	Operational	Co-op Spill Trailer #2 (85 East Street Terminal).
Sorbents	Sausage Boom	2 bales (4 per bale)	5? x 10?		Operational	Hamden Terminal Office
Sorbents	Speedi -Dry	Varies			Operational	Hamden Terminal Office
Sorbents	Absorbent Pads	3 bags			Operational	Hamden Terminal Office

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan. Response equipment not included in the above table is not maintained at this facility for response (i.e.

weirs, booms, etc.). Containment capacity for sorbents is equivalent to absorption capacity.

7.1.1 Response Equipment, Continued

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ CONTAINMENT CAPACITY	LOCATION AT FACILITY
Hand Tools	Operational	1		As Needed	Operational	Hamden Terminal Office
Fire Fighting Equipment	Water Hydrants	2			Operational	See Hamden Terminal Plot Plan
Fire Fighting Equipment	Muster Area	1			Operational	See Hamden Terminal Plot Plan

Fire Fighting Equipment	USCG Jurisdiction Valves	1			See Hamden Terminal Plot Plan	See Hamden Terminal Plot Plan
Fire Fighting Equipment	ABC Fire Extinguisher	2	20 lb.		Operational	Near light pole located between Tanks No. 1H and 3H - Hamden Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	5 lb.		Operational	Lower floor of Hamden Terminal Office
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	30 lb.		Operational	Upper floor of Hamden Terminal Office
Personal Protection Equipment	Rubber boots, hip boots, aprons	Various		As needed	Operational	85 East Street and 280 Waterfront Street

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan. Response equipment not included in the above table is not maintained at this facility for response (i.e. weirs, booms, etc.). Containment capacity for sorbents is equivalent to absorption capacity.

FIGURE 7.1-1 - EQUIPMENT/RESPONSE CAPABILITIES AND LIMITATIONS

* USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Moran Environmental Recovery (formerly Fleet Environmental Services) Berline, CT	See APPENDIX B	1 hours
United Industrial Meriden, CT	See APPENDIX B	1 hours
Sea Support New Haven, CT	See APPENDIX B	1 hours
Connecticut Tank Bridgeport, CT	See APPENDIX B	1 hours

7.1.2 Response Equipment Inspection and Maintenance

Depending on the region, Company response resources consist of:

- Strategically located response trailers containing primarily safety and emergency response equipment
- Facility based equipment designed for releases at or near facilities.

In general, regional response contractors as well as one or more trailers can be mobilized to any location along the pipeline within six to 12 hours to meet the federal Tier 1 response planning requirements. Vacuum truck contractors can also respond to most locations along the pipeline system within six hours and multiple regional response contractors can respond to any location within 30 to 36 hours to meet the Tier 2 and Tier 3 response requirements.

Company response equipment is tested and inspected as noted below. The Manager of Operations is responsible for ensuring that the following response equipment and testing procedures are implemented. These consist of:

Containment boom During boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. In addition, end connectors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment

for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced.

Miscellaneous equipment Other response equipment identified in this Plan will be inventoried and tested on a semiannual basis to ensure that the stated quantities are in inventory and in proper working order. The equipment inspection and deployment exercises are recorded and maintained at the facility and retained for a period of five years. Exercise requirements are listed in **APPENDIX A**. A Spill/Exercise Documentation form is in **FIGURE A.1-3**. **FIGURE A.1-4** provides a log for response equipment testing and deployment drills.

7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers, as well as other companies who can provide spill response services are provided in **SECTION 3**
- The Company has ensured by contract the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the worst case discharge or the substantial threat of such discharge
- Contractors without USCG classification deploy and inspect boom to meet PREP guidelines. Company requires that these exercises are completed annually
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors and equipment lists of contractors without USCG classification

7.1.4 Command Post

In the event of a major spill, both an off-site Emergency Operations Center (EOC) and a Command Post would be established. For a minor spill, only a Command Post would be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Ensure adequate space for size of staff.			
Ensure 24 hour accessibility.			
Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			

Identify future need to move, upgrade facilities.			

7.1.5 Staging Area

In a major spill response, numerous staging areas may be required to support containment and clean-up operations.

In selecting a suitable staging area, the following criteria should be considered:

- Accessibility to impacted areas
- Proximity to secure parking, airports, docks, pier, or boat launches
- Accessibility to large trucks and trailers which may be used to transfer equipment

In addition, the staging area should:

- Be in a large open area in order to provide storage for equipment and not interfere with equipment loading and offloading operations
- Have a dock/pier on site for deploying equipment
- Have moorage available for vessels to aid the loading/offloading of personnel

7.1.6 Communications Plan

Normal Company communications to each facility are conducted via telephone lines, cellular telephones, two way radios, e-mail, fax machines, and pagers.

Additional communications equipment (VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and hard-line capability) may be provided by the Company or leased from a communications company in the area. Communications with government agencies, state police, and contractors can be conducted on portable radios. Refer to **FIGURE 7.1-3** for guidelines to setup communications.

It is the responsibility of the Qualified Individual to provide an adequate communications system. The Communications Plan, written at the time of an incident, will identify telephone numbers and radio frequencies used by responders. This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

FIGURE 7.1-3 - COMMUNICATIONS CHECKLIST

COMMUNICATIONS CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Develop a Communications Plan.			
Ensure adequate phone lines per staff element - contact local provider.			
Ensure adequate fax lines - contact local provider.			
Internet access necessary?			
Ensure recharging stations for cellular phones.			
VHF radio communications: • Establish frequencies			

• Establish frequencies • Assign call signs • Distribute radios • Establish communications schedule			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource accountability.			
Ensure responders have capability to communicate with aircraft.			

Note: Actions on this checklist may not be applicable or may be continuous activities.

7.2 SITE SECURITY MEASURES

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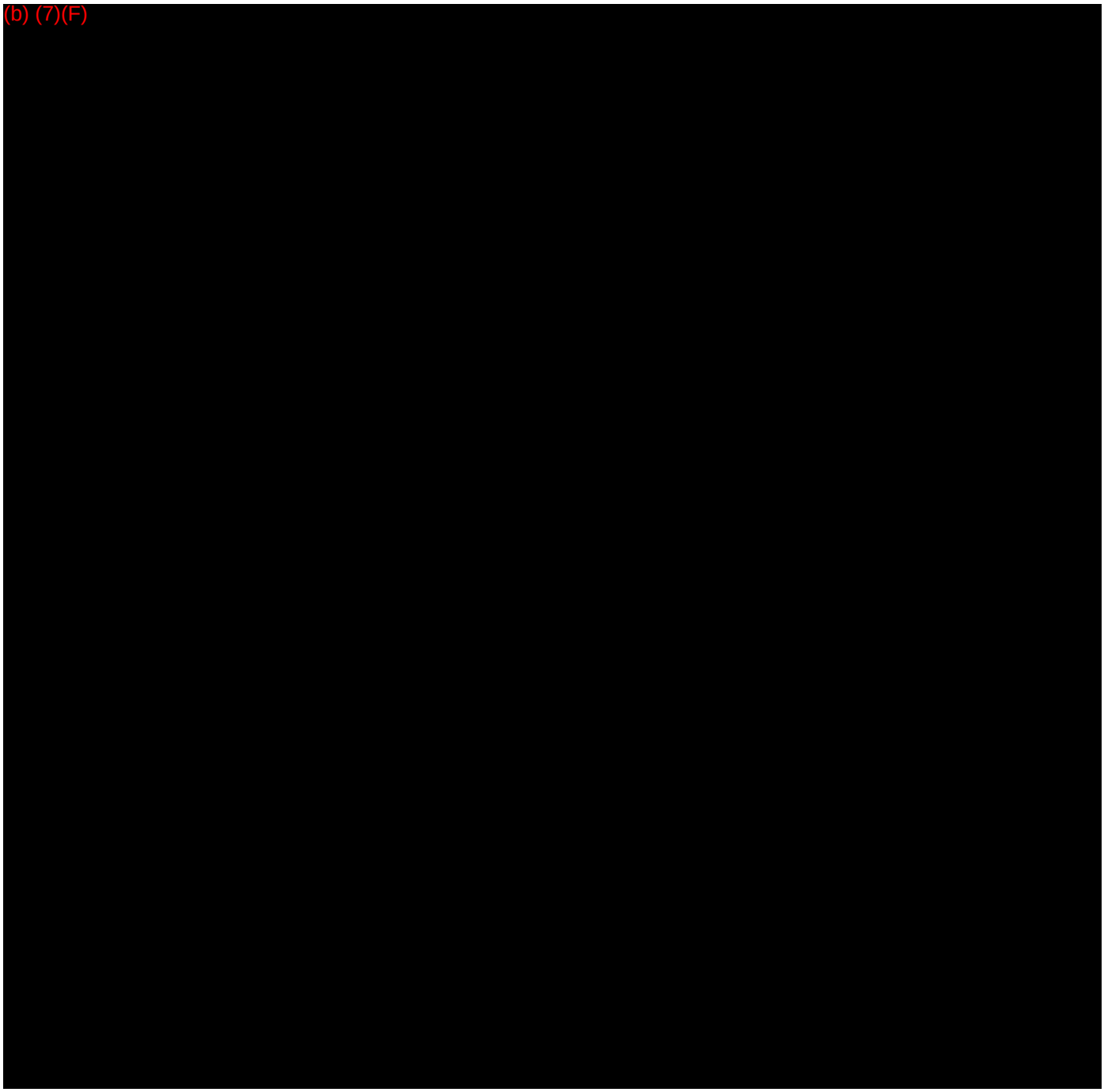

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7.3 WASTE MANAGEMENT

Initial oil handling and disposal needs may be overlooked in the emergency phase of a response, which could result in delays and interruptions of cleanup operations. Initially, waste management concerns should address:

- Equipment capacity
- Periodic recovery of contained oil
- Adequate supply of temporary storage capacity and materials

The following action items should be conducted during a spill response:

- Development of a Site Safety and Health Plan (**SECTION 5.3**) addressing the proper PPE and waste handling procedures
- Notify and inform State Environmental Agency and local agencies
- Development of a Disposal Plan (**SECTION 5.5**) in accordance with any federal, state, and/or local regulations
- Continuous tracking of oil disposition in order to better estimate amount of waste that could be generated over the short and long-term
- Organization of waste collection, segregation, storage, transportation, and proper disposal
- Minimization of risk of any additional pollution
- Regulatory review of applicable laws to ensure compliance and (if appropriate) obtain permits
- Documentation of all waste handling and disposal activities
- Disposal of all waste in a safe and approved manner

Good hazardous waste management includes:

- Reusing materials when possible
- Recycling or reclaiming waste
- Treating waste to reduce hazards or reducing amount of waste generated

- Treating waste to reduce hazards or reducing amount of waste generated

- The management of the wastes generated in cleanup and recovery activities must be conducted with the overall objective of ensuring:
    - Worker safety
    - Waste minimization
    - Cost effectiveness
    - Minimization of environmental impacts
- Proper disposal
- Minimization of present and future environmental liability

Solid wastes such as sorbents, PPE, debris, and equipment will typically be transported from the collection site to a designated facility for:

- Storage
- Waste segregation
- Packaging
- Transportation

Once this process is complete, the waste will be shipped off-site to an approved facility for required disposal.

A general flow chart for waste management guidelines is provided in **FIGURE 7.3-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.3-2**.

FIGURE 7.3-1 - WASTE MANAGEMENT FLOW CHART

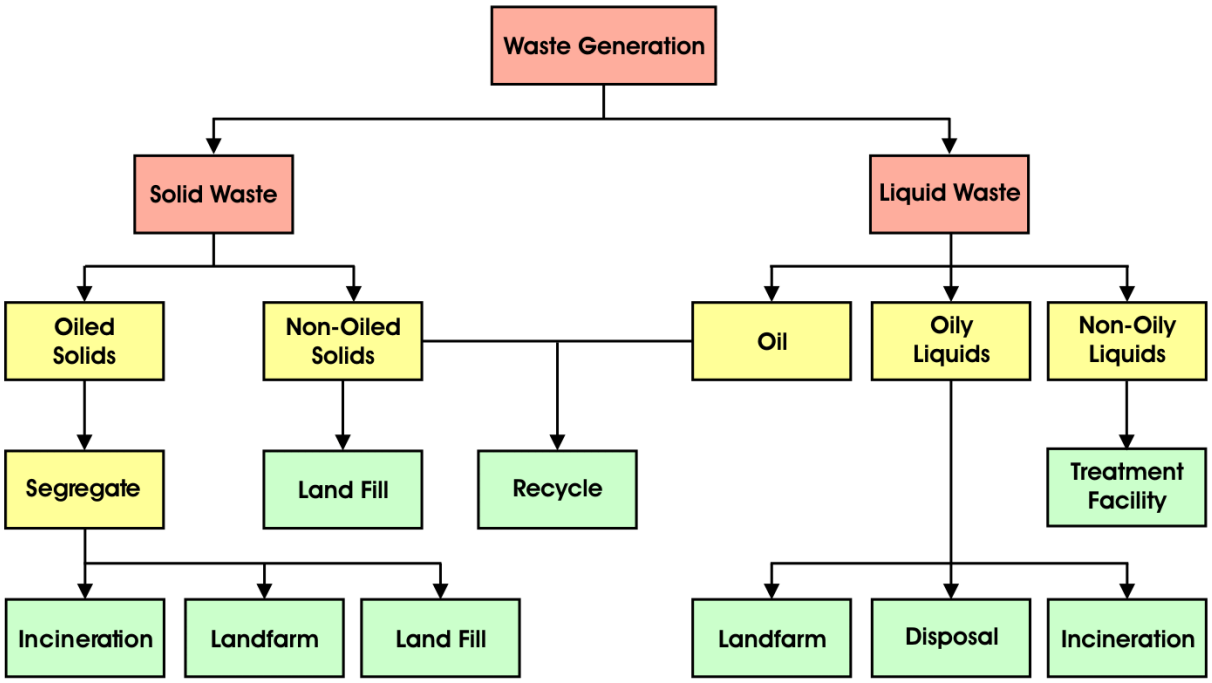
Waste Generation
Solid Waste
Liquid Waste
Oiled Solids
Non-Oiled Solids
Oil
Oily Liquids
Non-Oily Liquids
Segregate
Land Fill
Recycle
Treatment Facility
Incineration
Landfarm
Land Fill
Landfarm
Disposal
Incineration

FIGURE 7.3-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

CONSIDERATION	YES/NO/NA
Is the material being recovered a waste or reusable product?	
Has all recovered waste been containerized and secured so there is no potential for further leakage while the material is being stored?	
Has each of the discrete waste streams been identified?	
Has a representative sample of each waste stream been collected?	
Has the sample been sent to an approved laboratory for the appropriate analysis, (i.e. hazardous waste determination)?	
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	
Has a temporary EPA identification number and generator number(s) been received, if they are not already registered with EPA?	
Have the services of a registered hazardous waste transporter been contracted, if waste is hazardous?	
If the waste is nonhazardous, is the transporter registered?	
Is the waste being taken to an approved disposal site?	
Is the waste hazardous or Class I nonhazardous?	
If the waste is hazardous or Class I nonhazardous, is a manifest being used?	
Is the manifest properly completed?	
Are all federal, state, and local laws/regulations being followed?	
Have State Environmental and local agencies been notified?	
Are all necessary permits being obtained?	
Has a Disposal Plan been submitted for approval/review?	
Has PPE and waste-handling procedures been included in the Site Safety and Health Plan to protect the health and safety of waste handling personnel?	

7.3.1 Waste Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in FIGURE 7.3-3. If storage containers such as bags or drums are used, the container should be clearly marked and/or color-coded to indicate the type of material or waste contained and/or the ultimate disposal option.

Use of any site for storage is dependent on the approval of local authorities. The following elements affect the choice of a potential storage site:

- Geology
- Soil
- Surface water
- Covered materials
- Climatic factor
- Toxic air emissions
- Access
- Ground water
- Flooding
- Slope
- Capacity
- Land use
- Security
- Public contact

FIGURE 7.3-3 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	CAPACITY
Drums	X	X	X				0.2-0.5 yd^3
Bags		X	X	X			1.0-2.0 yd^3
Boxes		X	X	X			1-5 yd^3
Open top rolloff	X	X	X	X	X	X	8-40 yd^3
Roll top rolloff	X	X	X	X	X	X	15-25 yd^3
Vacuum box	X	X					15-25 yd^3
Frac tank	X	X					500-20,000 gal
Poly tank	X	X					200-4,000 gal
Vacuum truck	X	X	X				2,000-5,000 gal
Tank trailer	X	X					2,000-4,000

							gal
Barge	X	X					3,000+gal
Berm, 4 ft		X	X	X	X	X	1 yd^3
Bladders	X	X					25 gal-1,500 gal

7.3.2 Waste Transfer

In most oil spill response operations, it would be necessary to transfer recovered oil and oil debris from one point to another several times before the oil and oily debris are ultimately disposed of at a state approved disposal site. Depending on the location of response operations, any or all of the following transfer operations may occur.

- Directly into the storage tank of a vacuum device.
- Directly in to impermeable bags that, in turn, are placed in impermeable containers.
- From a vacuum device storage tank to a truck.
- From containers to trucks.
- From trucks to lined pits.
- From lined pits to incinerators and/or landfills.
- From a tank truck to a processing system (i.e., oil/water separator).
- From a processing system to a recovery system and or incinerator.
- From a skimming vessel or flexible bladder to a barge.
- From a barge to a tank truck.
- Directly into the storage tank on a dredge.
- From portable or vessel mounted skimmers into flexible bladder tanks, the storage tanks of the skimming vessel itself, or a barge.

There are four general classes of transfer systems that could be employed to effect oily waste transfer operations. The following is a brief description of the four transfer systems:

Pumps
Rotary pumps, such as centrifugal pumps, may be used when transferring large volumes of oil, but they may not be appropriate for pumping mixtures of oil and water. The extreme shearing action of centrifugal pumps tends to emulsify oil and water, thereby increasing the viscosity of the mixture and causing low, inefficient transfer rates.

The resultant emulsion would also be more difficult to separate into oil and water fractions. Lobe or "positive displacement" pumps work well on heavy, viscous oils, and do not emulsify the oil/water

mixture. Double-acting piston and double acting diaphragm pumps are reciprocating pumps that may also be used to pump oily wastes.

Vacuum Systems
Vacuum systems, such as air conveyors, vacuum trucks and portable vacuum units, may be used to transfer viscous oils and debris but they usually pick up a very high water/oil ratio.

Belt/Screw Conveyors
Conveyor may be used to transfer oily wastes containing a large amount of debris. These systems can

transfer weathered debris laden oil either horizontally or vertically for short distances but are bulky and difficult to operate.

Wheeled Vehicles
Wheeled vehicles may be used to transfer liquid waste of oily debris to storage or disposal sites. These vehicles are readily available but have a limited rate (i.e., 100 bbls) and require good site access.

7.3.3 Waste Disposal

In order to obtain the best overall Incident Disposal Plan, a combination of methods should be used. There is no template or combination of methods that can be used in every spill situation. Each incident should be reviewed carefully to ensure an appropriate combination of disposal techniques are employed.

The following is a brief description of some disposal techniques available for recovered oil and oily debris.

Recycling
Recycling involves processing discarded materials for another use.

Incineration
This technique entails the destruction of the recovered oil by high temperature thermal oxidation reactions. There are licensed incineration facilities as well as portable incinerators that may be brought to a spill site. Incineration may require the approval of the local Air Pollution Control Authority.

In Situ Burning/Open Burning
Burning techniques entail igniting oil or oiled debris allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by federal, state, and local laws. Permission for in situ burning may be difficult to obtain when the burn takes place near populated areas.

As a general rule, in situ burning would be appropriate only when atmospheric conditions will allow the smoke to rise several hundred feet and rapidly dissipate. Smoke from burning oil will normally rise until its temperature drops to equal the ambient temperature. Afterwards, it will travel in a horizontal direction under the influence of prevailing winds.

Landfill Disposal
This technique entails burying the recovered oil in a approved landfill in accordance with regulatory

procedures. Landfill disposal of free liquids is prohibited by federal law in the United States.

FIGURE 7.3-4 - FACILITY SPECIFIC DISPOSAL PLAN

MATERIAL	DISPOSAL FACILITY	LOCATION
Recovered Product	United Industrial	United: 14 West Main St. Meriden, CT 06451
	Connecticut Tank	Connecticut: 118 Burr Court

Recovered Product	Veolia Environmental Services	Bridgeport, CT 06605 Veolia: 136 Rockwell Road Newington, CT. 06111
Contaminated Soil	same as above	same as above
Contaminated Equipment	same as above	same as above
Personnel Protective Equipment	same as above	same as above
Decontamination Solutions	same as above	same as above
Adsorbents and Spent Chemicals	same as above	same as above

7.4 PUBLIC AFFAIRS

This section contains guidelines for dealing with the media during an emergency. The Incident Commander will play a key role in providing the initial public assessment and taking the first steps to provide the Company's public response. Information in this section includes:

- Guidelines for dealing with the media
- Incident Fact Sheet (**FIGURE 7.4-1**)

GUIDELINES FOR DEALING WITH THE MEDIA

- You as a Company Manager are the most logical person for reporters to seek out for information
- Reporters will look elsewhere to find out what happened if you do not answer their questions; however, if you do not have this information or are not prepared to answer a particular question, say so then say when they can expect the answers to their questions (such as one hour)
- It is important to be courteous to all media representatives and to provide a safe place for them to wait until a company representative can meet them; you may need to provide an initial statement

Provide

- A brief, general description of what happened

- Number of injured or killed, if known
- Steps being taken to handle the emergency

Don't provide

- Names of deceased or seriously injured employees until the next of kin have been notified
- Speculation about the cause of the emergency
- Any statement implying personal or company negligence
- Cost estimates of damage

Other considerations

- Safety considerations should always receive priority in determining access to company property
- Anticipate likely questions
- There are only six questions that can be asked about any subject: who, what, when, where, why, and how
- Keep answers short and understandable
- Answer only the question that is asked by the reporter
- Give the most important facts first
- Talk to the public's concern about the incident such as whether these were deaths, injuries, any threat to the public, or danger of explosion or fire
- If you don't know the answer to a question, don't be afraid to say "I don't know"; make note of the question and tell the reporter that you will try to get the answer for him - then do it
- Don't be defensive

Other considerations, continued:

- There is no such thing as "Talking off the record"; assume that anything and everything you say to a reporter is going to be printed and/or used in the story
- Avoid "What If?" or speculative questions; these questions should be answered with a restatement of the problem and what is being done to control it
- Don't speculate about the cause of the incident
- Don't minimize the situation

FIGURE 7.4-1 - INCIDENT FACT SHEET

What occurred:
When (time):
Where (location):
What are hazards:
How is the situation being handled:
How many people involved:
Confirmed injuries/fatalities:
Treatment location:
Name of injured (release only after next of kin are notified):
Name of fatalities (release only after next of kin are notified):

What agencies have been notified:
On scene? (yes/no):
Who is in-charge:
Has outside help been requested:
Who:
On scene? (yes/no):
Is there danger to the plant:
Is there danger to the community:
What:
Is there an environmental hazard:
What is the environmental hazard:
What is being done to minimize environmental threat:
Is there a need for evacuation:

SECTION 8 Last revised: January 2005

DEMOBILIZATION / POST-INCIDENT REVIEW

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8.1 Terminating the Response

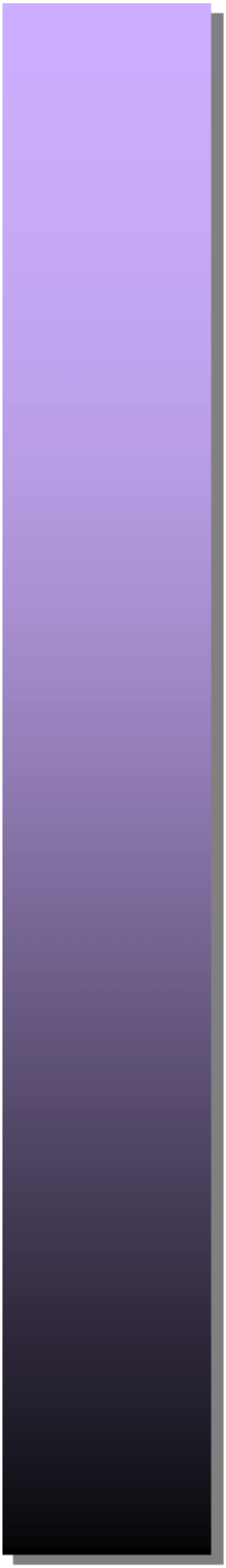
8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 After Action Review

Figure 8.3-1 - Standard Incident Debriefing Form

8.3.1 After Action Review Guidelines



8.1 TERMINATING THE RESPONSE

- A team of federal, state, and company personnel must certify that each area is clean before halting cleanup operations
- Demobilize equipment and personnel at the first opportunity in order to reduce cost
- Consider which resources should be demobilized first; for example, berthing expenses can be saved by demobilizing out-of-area contractors before local ones
- Equipment may need both maintenance and decontamination before being demobilized
- All facilities (staging area, Command Post, etc.) should be returned to their pre-spill condition before terminating operations
- Determine what documentation should be maintained, where, and for how long
- Contract personnel may be more susceptible to "suffering" injuries as they approach termination
- Some activities will continue after the cleanup ends; examples include incident debriefing, bioremediation, NRDA studies, claims, and legal actions
- Consider expressing gratitude to the community, police department, fire department, and emergency crews for their work during the response

8.2 DEMOBILIZATION

The Company can reduce costs considerably by developing a Demobilization Plan (**SECTION 5.7**). Therefore, emphasis must be placed on establishing efficient demobilization procedures. A Demobilization Checklist is provided in **FIGURE 8.2-1**.

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

DEMOBILIZATION CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Assign personnel to identify surplus resources and probable release times.			
Establish demobilization priorities.			
Develop decontamination procedures.			
Initiate equipment repair and maintenance.			
Develop a Disposal Plan.			
Identify shipping needs.			
Identify personnel travel needs.			
Develop impact assessment and statements.			
Obtain concurrence of Planning and Operations Group Leaders before release of personnel or equipment.			

8.3 AFTER ACTION REVIEW

All facility personnel involved in the incident shall be debriefed by the Company Incident Commander. A Standard Incident Debriefing Form is provided in **FIGURE 8.3-1**. This form should be completed by the Incident Commander, and all members of the ICS Command Staff and General Staff involved in the incident within two weeks after termination of emergency operations.

The primary purpose of the After Action Review is to identify actual or potential deficiencies in this Plan and to determine the changes required to correct the deficiencies. The After Action Review is also intended to identify which response procedures, equipment, and techniques were or were not effective and the reasons why or why not. This type of information is very helpful in the development of a functional Plan by eliminating or modifying those response procedures that are less effective and emphasizing those that are highly effective.

The After Action Review process should also be used for evaluating training and exercises. Key agency personnel that were involved in the response will be invited to attend the After Action Review.

FIGURE 8.3-1 - STANDARD INCIDENT DEBRIEFING FORM

Name of incident:
Date:
PERSONNEL DEBRIEFED
Name:
Normal duty:
Summary of duties performed during incident (list date, time, and location):
Positive aspects of the response:
Aspects of the response which could be improved:

Name:
Title:
Signature:

8.3.1 After Action Review Guidelines

1. **Purpose.** The purpose of this document is to provide guidance on the conduct of after-action reviews or AARs.

2. **Overview.** To improve the effectiveness of our operations, we must continuously improve and learn from both our successes and failures. AARs are effective means to this end. Fundamental to the success of an AAR is the spirit in which it is conducted. Incident Commanders and ICS Staff should openly and honestly discuss what actually transpired in sufficient detail and clarity so that everyone understands what happened and why, and then implement process improvements.

3. **Definition and Purpose of the AAR.** A professional discussion of an event focused on improving the performance of the organization or team. The heart of the AAR is identifying what was supposed to happen, what actually happened, why it happened, and how to sustain strengths and improve weaknesses. An AAR is not a critique, problem solving, or allocating blame. Feedback generated during the AAR process compares the actual output of a process with the expected outcome.

4. **Formal versus Informal AARs.** AARs are either formal or informal. Both follow the same general format and involve the exchange of observations and ideas. Both types should be appropriately documented so lessons learned may be shared across functional and geographic boundaries, and so that implementation of improvements can be tracked.

    a. A formal AAR is more structured, requires planning and takes longer to conduct. The formal AAR usually occurs immediately or soon after an event is completed. It may also occur while the event is in-progress. A neutral third party should facilitate a formal AAR.

    b. Informal AARs are less structured, require much less preparation and planning and can be conducted anywhere, anytime, for any event, by anyone. Incident Commanders, Section Leaders, Safety Officers or other interested parties may facilitate their own informal AARs.

5. **Agenda for an AAR.** Formal AARs will follow this simple format:

    - Introduction and ground rules
    - Analysis of the Incident according to the 15 National Preparedness for Response (PREP) Response Plan Core Components (**FIGURE A.1-1**):

    For each PREP Core Component:

    - What was supposed to happen?
    - What actually happened?
    - Why did it happen that way?

    - What will we do to improve the way we do it next time?

- Closing comments and agreement on next steps

8.3.1 After Action Review Guidelines, Continued

6. **AAR Planning and Execution Sequence.** Schedule AARs as close to the completion of the event as possible. The amount of planning and preparation required for an AAR will vary based on the type of AAR conducted; however, the process for both informal and formal AARs has three steps:

   Planning and Preparation:

   - Schedule the AAR
   - Select a facilitator
   - Notify participants
   - Establish the AAR agenda

   Conduct:

   - Seek maximum participation
   - Maintain focus on AAR objectives
   - Review key points learned
   - Record the AAR and maintain accurate meeting attendance list

   Follow up:

   - Prepare an After Action Review Report (memorandum or e-mail), and distribute the report to all participants
   - Consider publishing lessons learned to the entire Company
   - Develop action plan to resolve deficiencies (revise procedure, develop a new process, etc.)

7. **Role of the AAR Facilitator.** The AAR facilitator's role should be to ensure the goals of the AAR are met. The AAR facilitator:

   - Remains unbiased throughout the process
   - Speaks only to draw out comments from all participants
   - Ensures the discussion remains professional and focused on continuous improvement
   - Keeps AAR on track and determines when to move on to discuss other points
   - Does not allow personal attacks
   - Does not offer solutions; allows the participants to do that.

8.3.1 After Action Review Guidelines, Continued

8. **Ground Rules for Conducting the AAR.**

    - Participants are participants, not a passive audience. The facilitator should prepare leading questions and may have to ask it of several people
    - An AAR is a dynamic, candid, professional discussion of events and projects, focusing on performance against the known standards and/or expected outcomes. Everyone involved with the event should participate to share an insight, observation or question that will help identify areas for improvement.
    - An AAR is not a critique. No one, regardless of position has all of the information and answers. AARs maximize learning and continuous improvement by allowing everyone to learn from each other.
    - An AAR does not grade success or failure. There are always areas of improvement and strengths to improve as well.
    - Set ground rules up front, e.g. no personal attacks, focus on how to improve, commit to getting to the heart of the issue, etc.

9. **Conclusion.** An AAR is both an art and science. What makes AARs so powerful is that they can be applied across a wide spectrum of events from two individuals conducting a 5-minute AAR at the end of a short meeting to a longer AAR held by a Spill Management Team at the end of a large emergency. Individuals involved may absorb lessons learned on the spot and they can be documented in a format that can be shared with a wider audience. A properly conducted AAR can also have a powerful influence on the climate of the organization. It is a part of the communication process that educates and motivates people and focuses them on organizational priorities to improve procedures across the organization.

8.3.1 After Action Review Guidelines, Continued

MEMORANDUM FOR RECORD

SUBJECT: (Document name of the incident for which the AAR was conducted)

1. Begin the memo with an overview/introduction. Identify the Incident Commander and briefly describe the project or event. Document what kind of AAR was conducted and how. For informal AARs, detail how the AAR was conducted (via meeting, teleconference, etc.) and who provided feedback. For formal AARs, identify all participants.

2. Following are the results of the AAR:

    a. **Issue:** Analysis of the incident according to a (or a logical grouping) PREP Core Component. The intent is to leave a record of the analysis so others may learn. (What should have happened?)

    Discussion: Succinctly discuss the emergency response in terms of the PREP Core Components (or logical grouping) so the reader can understand why the component or group was important or relevant, what the ramifications were, and so on. (What actually happened and why?)

    Recommendation: Present a recommendation with respect to any issues raised during the discussion. In the case of issues where something positive occurred, the recommendation may simply be to continue to follow processes/procedures. In the case where the issue represented a problem, recommend a solution to prevent the problem from occurring in the future. (How do we improve or sustain success?)

    Action Taken: Present an action taken or to be taken by the stakeholders. Commit to doing what is written here. Examples of actions taken for successes: verified current procedures are valid; provided a copy of AAR to all affected parties and so on. Examples of actions taken for problems: coordinated with PPM and changed SOP; published information paper on small business contracting requirements and briefed the District; changed specifications to reflect new wall covering, etc. Clearly identify the "action owner" in this paragraph. For example: Revise PMPB SOP on accepting new work. Action: PPMD.

    b. **Repeat** the above for each of the 15 PREP Response Plan Core Components.

3. Conclude by summarizing key lessons learned, noting when and where the AAR will be published for others to access. The Incident Commander shall sign and date the AAR Report.

Note: AAR writers are to be mindful that documented AARs may be the subject of litigation or a media report. Accordingly, AARs are to present accurate, factual information and solid, focused

recommendations.

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A. TRAINING / EXERCISES

B. CONTRACTOR RESPONSE EQUIPMENT

C. SPCC PLANS

D. HAZARD EVALUATION AND RISK ANALYSIS

E. CROSS-REFERENCES

APPENDICES

F. ACRONYMS AND DEFINITIONS

APPENDIX A Last revised: February 18, 2009

TRAINING / EXERCISES

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A.1 Exercise Requirements and Schedules

Figure A.1-1 - PREP Response Plan Core Components

Figure A.1-2 - Exercise Requirements

Figure A.1-3 - Spill / Exercise Documentation Form

Figure A.1-4 - EPA Required Response Equipment Testing and Deployment Drill Log

Figure A.1-5 - Qualified Individual Notification Drill Log

Figure A.1-6 - Spill Management Team Tabletop Exercise Log

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

Figure A.2-3 - Personnel Response Training Log

A.1 EXERCISE REQUIREMENTS AND SCHEDULES

- The Company participates in the National Preparedness for Response Exercise Program (PREP)
- During each triennial cycle, all components of the Plan (**FIGURE A.1-1**) must be exercised at least once
- The District Manager is responsible for the following aspects:
    - Scheduling
    - Maintaining records
    - Implementing
    - Evaluation of the Company's training and exercise program
    - Post-drill evaluation improvements
- FIGURE A.1-2 provides descriptions of exercise requirements, FIGURE A.1-3 provides a Spill/Exercise Documentation form or corresponding Company form may be used, and **FIGURE A.1-4** provides a log for response equipment testing and deployment drill

FIGURE A.1-1 - PREP RESPONSE PLAN CORE COMPONENTS

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan:	
• Unified Command	Demonstrate the ability of the spill response organization to work within a unified command.
• Response management system	Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.
4. Discharge control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.
6. Containment	Demonstrate the ability of the spill response organization to contain the discharge at the source or in various locations for recovery operations.
7. Recovery	Demonstrate the ability of the spill response organization to recover the discharged product.
8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
9. Disposal	Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.
10. Communications	Demonstrate the ability to establish an effective communications system for the spill response organization.
11. Transportation	Demonstrate the ability to establish multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary support of all

	personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish and effective procurement system.
15. Documentation	Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken.

FIGURE A.1-2 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI notification	• Conducted quarterly (one per year must be performed during non-business hours) • The facility initiates mock spill notification to QI • The Qualified Individual documents time/date of notification, name, and phone number of individual contacted • Document in accordance with form in **FIGURE A.1-3**
Equipment deployment	• Conducted semiannually (Terminals) • Conducted annually (Pipeline) • Response contractors listed in the plan must participate in annual deployment exercise • Document in accordance with form in **FIGURE A.1-3**
SMT tabletop	• Conducted annually • Tests SMT?s response activities/responsibilities • Documents Plan?s effectiveness • Must exercise worst case discharge scenario once every three years • Must test all Plan components at least once every three years • Document in accordance with form in **FIGURE A.1-3**
Unannounced	• Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected • Company may take credit for participation in government initiated unannounced drill in lieu of drill required by PREP guidelines • Plan holders who have participated in a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise
Area	• An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years
OTHER EXERCISE CONSIDERATIONS	

Drill program evaluation procedures	• Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later
Records of drills	• Company will maintain exercise records for five years following completion of each exercise • Records will be made available to applicable agencies upon request • Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.)

FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM

Retain this form for a minimum of five years.

1. Date(s) performed:
2. ☐ Exercise ☐ Actual spill
If exercise: ☐ Announced ☐ Unannounced ☐ Deployment ☐ Notification ☐ Tabletop
If exercise, frequency: ☐ Quarter ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ Annual
3. Location of exercise/spill:
4. Time started:
5. Description of scenario or spill including volume and content (crude oil, condensate, etc.)
6. Describe how the following objectives were exercised:

Team's knowledge of the Oil Spill Response Plan:

	Yes	No
Was briefing meeting conducted	☐	☐
Established field Command Post	☐	☐
Confirmed source was stopped	☐	☐
Developed Site Safety and Health Plan	☐	☐
Prepared ICS 201	☐	☐
Established work zones and perimeter security	☐	☐

Developed short range tactical plan	☐	☐
Developed long range tactical plan	☐	☐
Proper Notifications:		
Qualified Individual (or designee)	☐	☐
EHS&T Department	☐	☐
Release/Spill Report Form completed	☐	☐
Notification to agencies completed (attach log)	☐	☐
Transportation/Communication System:		
Established primary/secondary communication system	☐	☐
Primary: cellular phone ☐ two way radio ☐ land telephone line ☐		
Secondary: cellular phone ☐ two way radio ☐ land telephone line ☐		
☐ Other		

FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

Transportation/Communication System, Continued:		
	Yes	**No**
Motor vessel deployed	☐	☐
Provider name:		
Helicopter/Sea plane deployed	☐	☐
Call sign:		
Describe function (i.e., transportation, surveillance, dispersant application):		
Ability to access contracted Oil Spill Removal Organizations (OSROs):		
Who contacted - (name of individual and OSRO):		
When contacted:		
Response time projection for deployment:		
Type and amount of containment used:		
Spill material recovered	☐	☐
Spilled material disposed	☐	☐
Where?		
Ability to coordinate spill response with on-scene coordinator, state, and applicable agencies:		
Was regulatory on-scene coordinator(s) contacted	☐	☐
List person and agency represented:		

Ability to access sensitive site and resource information in the Area Contingency Plan (ACP):		
Was pre-impact assessment conducted?	☐	☐
Were pre-impact samples taken?	☐	☐
Were pre-impact photographs taken?	☐	☐
Were NRDA specialists mobilized?	☐	☐
Were deficiencies identified?	☐	☐
If yes, changes implemented?	☐	☐
If no, why were changes not implemented?		

LESSONS LEARNED	**PERSON RESPONSIBLE FOR FOLLOW-UP OF CORRECTIVE MEASURES**

Name:
Position:
Certifying Signature:

FIGURE A.1-4 - EPA REQUIRED RESPONSE EQUIPMENT TESTING AND DEPLOYMENT DRILL LOG

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	

Deployment frequency	
OSRO Certification (if applicable)	

FIGURE A.1-5 - QUALIFIED INDIVIDUAL NOTIFICATION DRILL LOG

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s) Contacted	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s) Contacted	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s) Contacted	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s) Contacted	
Emergency Scenario	
Evaluation	
Changes to be Implemented	

Time Table for Implementation	

FIGURE A.1-6 - SPILL MANAGEMENT TEAM TABLETOP EXERCISE LOG

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s)	
Participants	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s)	
Participants	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s)	
Participants	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	**INFORMATION**
Qualified Individual(s)	

Participants	
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

A.2 TRAINING PROGRAM

FIGURE A.2-1 provides training requirements for spill responders. **FIGURE A.2-2** provides the program matrix. **FIGURE A.2-3** provides a personnel response training log.

FIGURE A.2-1 - TRAINING REQUIREMENTS

TRAINING TYPE	TRAINING CHARACTERISTICS

Training in use of spill response plan	• All field personnel will be trained to properly report/monitor spills
	• Plan will be reviewed annually with all employees and contract personnel
	• Plan will be reviewed with all employees and contract personnel:
	  • When the plan is developed or the employee is assigned initially to a job;
	  • When the employee's responsibilities under the plan change; and
	  • When the plan is changed.
	• The Personnel Response Training Log is located in **FIGURE A.2-3**

OSHA training requirements	• All Company responders designated in Plan must have 24 hours of initial spill response training • Laborers having potential for minimal exposure must have 24 hours of initial oil spill response instruction and eight hours of actual field experience • Spill responders having potential exposure to hazardous substances at levels exceeding permissible exposure limits must have 40 hours of initial training offsite and 24 hours of actual field experience • On-site management/supervisors required to receive same training as equipment operators/general laborers plus eight hours of specialized hazardous waste management training • Managers/employees require eight hours of annual refresher training
Spill management team personnel training	• See recommended PREP Training Matrix (FIGURE A.2-2)
Training for casual laborers or volunteers	• Company will not use casual laborers/volunteers for operations requiring HAZWOPER training

Wildlife	• Only trained personnel approved by USFWS and appropriate state agency will be used to treat oiled wildlife
Training documentation and record maintenance	• Training activity records will be retained five years for all personnel following completion of training • Company will retain training records indefinitely for individuals assigned specific duties in the Plan • Training records will be retained at each facility or pipeline office; Manager of Operations will document all applicable training

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	SPILL MANAGEMENT TEAM (SMT)	FACILITY PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located	x	x	x
Notification procedures and requirements for facility owners or operators; internal response organizations; federal and state agencies; and contracted oil spill removal organizations (OSROs) and the information required for those organizations	x	x	x
Communication system used for the notifications	x	x	x
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures	x	x	x
Procedures the facility personnel may use to mitigate or prevent any discharge or a substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	x		
Facility personnel responsibilities and procedures for use of facility equipment which may be available to mitigate or prevent an oil discharge	x	x	x
Operational capabilities of the contracted OSRO?s to respond small, medium, and large discharges	x	x	x
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization	x	x	x
The organization structure that will be used to	x	x	x

manage the response actions including: • Command and control • Public information • Safety • Liaison with government agencies • Spill response operations • Planning • Logistics support • Finance			
The responsibilities and duties of each spill management team (SMT) within the organization structure	x	x	
The drill and exercise program to meet federal and state regulations as required under Oil Pollution Act of 1990 (OPA 90)	x	x	x
The role of the QI in the post discharge review of the Plan to evaluate and validate its effectiveness	x		
The Area Contingency Plan (ACP) for the area in which the facility is located	x	x	x
The National Contingency Plan (NCP)	x	x	x
Roles and responsibilities of federal and state agencies in pollution response	x	x	x

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX, CONTINUED

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	SPILL MANAGEMENT TEAM (SMT)	FACILITY PERSONNEL
Available response resources identified in the Plan	x	x	
Contracting and ordering procedures to acquire OSRO resources identified in the Plan	x	x	
OSHA requirements for worker health and safety (29 CFR 1910.120)	x	x	x
Incident Command System/Unified Command System	x	x	
Public affairs	x	x	
Crisis management	x	x	
Procedures for obtaining approval for dispersant use or in-situ burning of the spill	x		
Oil spill trajectory analyses	x		
Sensitive biological areas	x	x	
This training procedure as described in the Plan for members of the SMT		x	
Procedures for the post discharge review of the plan to evaluate and validate its effectiveness		x	
Basic information on spill operations and oil spill clean-up technology including: • Oil containment • Oil recovery methods and devices • Equipment limitations and uses • Shoreline cleanup and protection • Spill trajectory analysis • Use of dispersants, in-situ burning, bioremediation • Waste storage and disposal considerations		x	

Hazard recognition and evaluation		x	
Site safety and security procedures		x	
Personnel management, as applicable to designated job responsibilities		x	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		x	x
Specific procedures to shut down effected operations			x
Procedures to follow in the event of discharge, potential discharge, or emergency involving the following equipment or scenarios: • Tank overfill • Tank rupture • Piping or pipeline rupture • Piping or pipeline leak, both under pressure or not under pressure, if applicable • Explosion or fire • Equipment failure • Failure of secondary containment system			x
QI's name and how to contact him or her			x

FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG

NAME	RESPONSE TRAINING/DATE AND NUMBER OF HOURS	PREVENTION TRAINING/DATE AND NUMBER OF HOURS
*James Bacon	1/21/2010 - 8hr Hazwoper Refresher	1/21/2010 - 8hr Hazwoper Refresher
Rick Bondy	1/20/09 - 8hr Hazwoper Refresher	1/20/09 - 8hr Hazwoper Refresher
Chris Nelson	10/21/09 - 8hr Hazwoper Refresher Training	10/21/09 - 8hr Hazwoper Refresher Training
*Brien Pledger	5/6/2010 - 8hr Hazwoper Refresher	5/6/2010 - 8hr Hazwoper Refresher
*Daniel Stokes	4/8/2010 - 8hr Hazwoper Refresher	4/8/2010 - 8hr Hazwoper Refresher

*Qualified Individual

APPENDIX B Last revised: June 24, 2008

CONTRACTOR RESPONSE EQUIPMENT

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts and Equipment Lists

B.1 COOPERATIVES AND CONTRACTORS

The Company has contracted with additional Oil Spill Removal Organizations (OSROs) to provide personnel and equipment in the event of a spill. The classification, response capabilities and equipment are described below.

B.1.1 OSRO Classification

The OSRO classification process was developed by the U.S. Coast Guard (USCG) to provide guidelines to enable USCG and plan preparers to evaluate an OSROs potential to respond to oil spills. Plan holders that utilize USCG classified OSRO services are not required to list response resources in their plans.

The following is a listing of the USCG classified OSROs that may respond to incidents for areas listed in this Plan. For a detailed listing of USCG classified OSROs and other contractors by terminal, refer to **FIGURE 3.1-3** and **FIGURE 7.1-1**.

<table>
<tr><th>COMPANY / CONTRACTOR</th><th>APPLICABLE COPT ZONE (S)</th><th>USCG CLASSIFICATIONS</th><th>RESPONSE TIME</th></tr>
<tr><td>Moran Environmental Recovery (formerly Fleet Environmental Services)
500 Four Rod Road
Berline
CT
06037</td><td>Long Island Sound</td><td>
<table>
<tr><th></th><th colspan="4">Facilities</th><th colspan="4">Vessels</th></tr>
<tr><th></th><th>MM</th><th>W1</th><th>W2</th><th>W3</th><th>MM</th><th>W1</th><th>W2</th><th>W3</th></tr>
<tr><td>River/Canal</td><td>✓</td><td></td><td></td><td></td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td>Inland</td><td>✓</td><td></td><td></td><td></td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td>Open Ocean</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>Offshore</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>Nearshore</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>Great Lakes</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>
</td><td>1 hours</td></tr>
</table>

The following contractors retained by the Company, but are not USCG classified OSRO's within this Area, are as follows:

- United Industrial
  14 West Main St.
  Meriden, CT
  06451
- Sea Support
  30 Waterfront St.
  New Haven, CT
  06512
- Connecticut Tank
  118 Burr Court
  Bridgeport, CT
  06605

FIGURE B.1-1 provides evidence of contracts with OSRO's and equipmentlists for contractors without USCG classification. **FIGURE 7.1-1** provides local response contractor's equipment lists and response times.

FIGURE B.1-1 - EVIDENCE OF CONTRACTS AND EQUIPMENT LISTS

- Center for Toxicology & Environmental Health (CTEH), Franklin, TN
- Connecticut Tank, Bridgeport, CT
- Moran Environmental Recovery (formerly Fleet Environmental Services), Berline, CT
- Sea Support, New Haven, CT
- United Industrial, Meriden, CT

APPENDIX C Last revised: August 13, 2009

SPCC PLANS

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Figure C-1 - Professional Engineer Certification

Figure C-2 - SPCC Review Record

Figure C-3 - SPCC

Figure C-4 - Potential Spill Sources

Figure C-5 - Addendum 1

Figure C-6 - Drainage Diagram

Figure C-7 - Evacuation Diagram

Figure C-8 - Piping Diagram

Figure C-9 - Discharge Prevention Meeting Log

Figure C-10 - Inspection Procedures

Figure C-11 - Facility Monthly Inspection Record

Figure C-12 - Secondary Containment Drainage Log

Figure C-13 - Reportable Spill History

Figure C-14 - Management Approval and Review

SPILL PREVENTION, CONTROL, AND COUNTERMEASURE (SPCC) PLAN

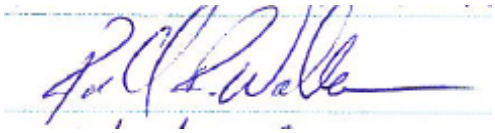
85 East Street/Hamden
85 East Street (Hamden address is 265 Welton Street)
New Haven, CT 06511 (Hamden: 06517)

FIGURE C-1 - PROFESSIONAL ENGINEER CERTIFICATION

40 CFR, Part 112.3(d) Professional Engineer Certification
Being familiar with the provisions of 40 CFR, Part 112, I attest to the following:

- I am familiar with the requirements of this part
- I or my agent has visited and examined the Facility
- The Plan has been prepared in accordance with good engineering practice, including consideration of applicable industry standards, and with the requirements of this part
- Procedures for required inspections and testing have been established
- The Plan is adequate for the Facility

Note: Certification is conditional pending satisfactory resolution of the required improvements listed in Addendum 1.

Printed Name of Registered Professional Engineer:	Randall R. Walker
Signature of Registered Professional Engineer:	
Date:	2/12/2009
Registration No.:	Texas 78360

Seal:

FIGURE C-2 - SPCC REVIEW RECORD

Review Criteria
• In accordance with 40 CFR 112.5(b), the SPCC Plan must be reviewed and evaluated every 5 years. As a result of this review and evaluation, the SPCC Plan must be amended within six months of the review to include more effective prevention and control technology if the technology has been field-proven at the time of the review and will significantly reduce the likelihood of a discharge.

- Revisions to the plan are submitted to the Environmental Specialist for incorporation into the Plan.
- Any change in the facility design, construction, operation or maintenance that occurs which materially affects the facility's potential for the discharge of oil into or upon the navigable waters of the United States or adjoining shorelines requires the amendment of the plan and re-certification of the plan by a Professional Engineer.

Acknowledgment of SPCC Review

- A review of the SPCC Plan has been completed.
- As a result of this review, there were no changes in the facility design, construction, operation, or maintenance that occurred which would materially affect the facility's potential for the discharge of oil into or upon the navigable waters of the United States or adjoining shorelines which would require the amendment of the plan and re-certification of the plan by a Professional Engineer.

REVIEW DATE	REVIEWER SIGNATURE	COMMENTS

FIGURE C-3 - SPCC

FACILITY INFORMATION			
Name of Facility:	85 East Street/Hamden	**Type of Facility:**	Onshore/Non Production
Location of Facility:	85 East Street (Hamden address is 265 Welton Street) New Haven , CT 06511 (Hamden: 06517)	**Name & Address of Owner or Operator:**	Magellan P.O. Box 22186 Tulsa , OK 74121-2186
Latitude/ Longitude:	(b) (7)(F) [redacted]	**Designated Personnel Accountable for Oil Spill Prevention at the**	Spill Prevention Team

	(b) (7)(F)	**Facility:**	

40 CFR, 112.7
(a) GENERAL REQUIREMENTS
(1) Include a discussion of your facilities conformance with the requirements listed in this part
• The plan meets the general requirements of 40 CFR 112.7 and the specific requirements identified in 40 CFR 112.8.
(2) Comply with all applicable requirement listed in this part. Your Plan may deviate from some requirements if you provide additional protection or explanation
• No deviations/nonconformances have been noted from the rule.
(3) Describe in your Plan the physical layout of the facility and include a facility diagram. You must also address in your plan:
• Diagrams displaying the physical layout of the property are included as FIGURES C-6, C-7, and C-8.
i.The type of oil in each container and its storage capacity
• Oil types and container storage capacities are listed in Figure C-4.
ii.Discharge prevention measures
• Discharge prevention measures are included in this FRP.
iii.Discharge or drainage controls
• Refer to FIGURE C-3 [40 CFR 112.8 (b)].
iv.Countermeasures for discharge
• Refer to Section 2.
v.Methods of disposal
• Refer to Section 7.
vi.Contact list and phone numbers
• Refer to FIGURE 3.1-3.
(4) Unless you have submitted a response plan, provide information and procedures to report a discharge
• A Response Plan has been submitted to the Regional Administrator.
(5) Unless you have submitted a response plan, describe procedures you will use when a discharge occurs
• A Response Plan has been submitted to the Regional Administrator.
(b) PREDICTION OF THE DIRECTION, RATE OF FLOW, AND TOTAL QUANTITY OF OIL WHICH COULD BE DISCHARGED FROM THE FACILITY AS A RESULT OF EACH TYPE OF MAJOR EQUIPMENT FAILURE
• Direction, rate of flow, and total quantity of oil that could be discharged are listed in FIGURE C-4.
(c) PROVIDE APPROPRIATE CONTAINMENT
• Appropriate containment/diversionary structures are in place to prevent a discharge from leaving a containment system before cleanup occurs. Refer to FIGURE C-4.
• Two oil-filled rectifiers used for the corrosion protection system on the dock at 85 East Street are not in secondary containment. These rectifiers are under the USCG Jurisdiction and are inspected weekly with spill kits located locally. Refer to FIGURE C-4 for more information.
(d) PRACTICABILITY OF SECONDARY CONTAINMENT
• Valves and piping are tested to applicable API 570 standards.
• Containers are tested to applicable API 653 standards.

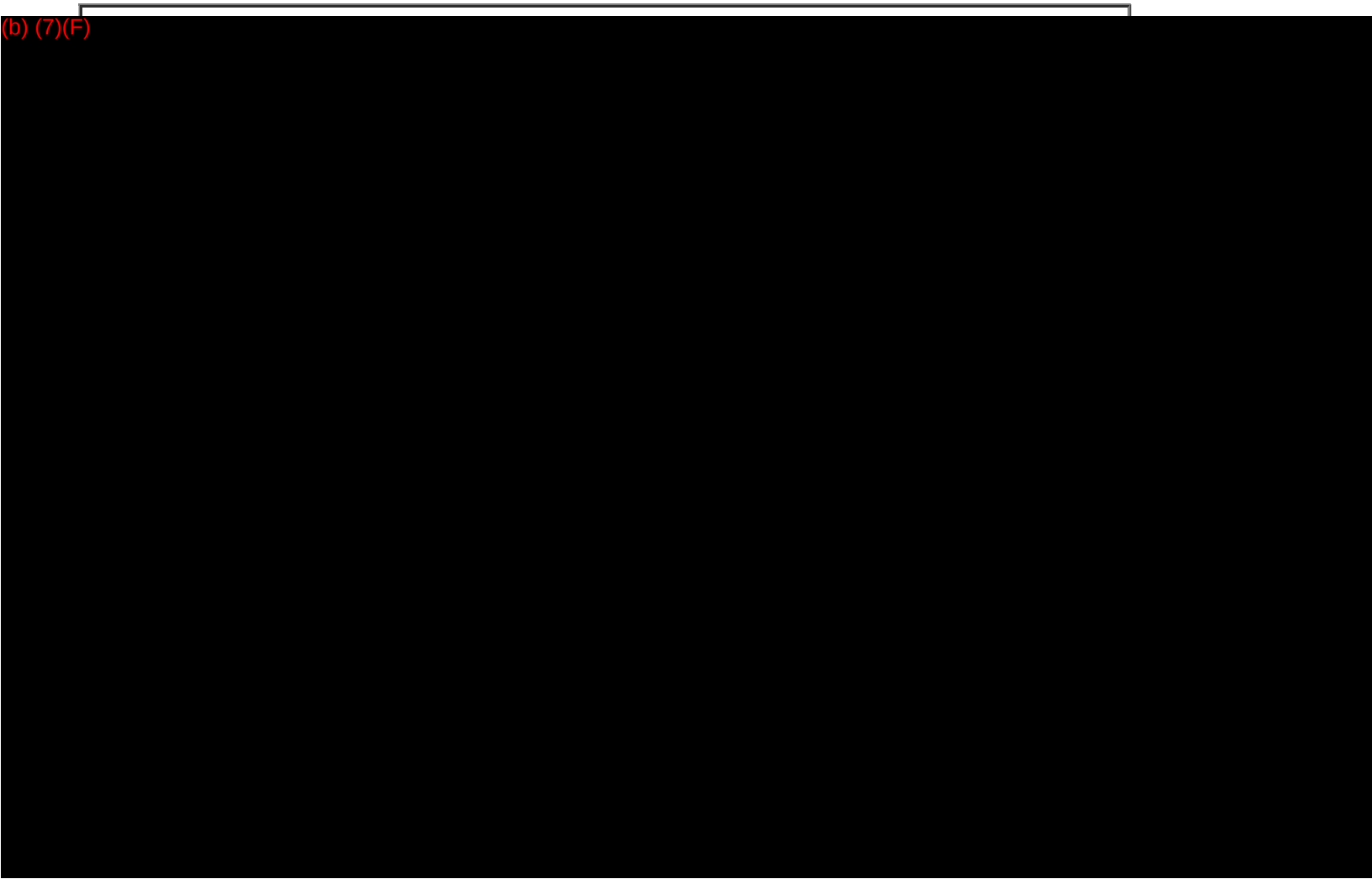
FIGURE C-3 - SPCC, CONTINUED

40 CFR, 112.7	
(e) INSPECTIONS, TESTS, AND RECORDS	
	• Operators perform daily visual inspections when the facility is manned. Inspection procedures are outlined in FIGURE C-10.
	• All training, drills, inspection and tests records will be maintained at the Terminal Office at 280 Waterfront Street in the Record Logbook and/or files for a minimum of five years or as long as an individual is assigned duties under this plan (as required by DOT Plan, 49 CFR 194.117) .
	• Containers are tested to applicable API 653 standards.
	• Daily inspections of the terminal are conducted by the Terminal Manager or other designated personnel. These inspections include a walk-over of the entire terminal at regular time intervals.
	• Magellan Terminals Holdings, L.P. has developed a Multi-media Inspection Program and Inspection Log for daily, weekly and monthly inspections conducted at the terminal. The Multi-media Inspection Log consists of a Daily Inspection Log Form, a Monthly Log Form, and a Corrective Action Form (Maintenance Work Order).
(f) PERSONNEL TRAINING AND DISCHARGE PREVENTION PROCEDURES	
(1) PERSONNEL TRAINING	
	• Personnel are provided regular, informal orientation and training in the proper operation and maintenance of equipment to prevent the discharge of product, system controls, and applicable oil

	maintenance of equipment to prevent the discharge of product, system controls, and applicable oil pollution control laws, rules, and regulations. This training typically includes a combination of on-the-job and classroom training.
	• All personnel at this facility are provided adequate training and orientation to assure their competence in spill management including treatment and response to minor spills and leaks and stormwater management in accordance with 40 CFR 112.7(e)(10).
	• Personnel training is conducted while on-the-job under the direct supervision of the Operations Manager and in accordance with the SIP.
	• New employees are scheduled to work introductory shifts with the appropriate facility personnel in order to familiarize themselves with terminal operations and procedures. New employees are familiarized with valving and transfer piping, handling of product transfers, tracing product lines, the terminal's fire protection system and equipment, pollution abatement systems, discharge prevention laws and regulations, person-in-charge requirements and the SPCC, SWPP, and Facility Response components of this Plan.
	• General personnel training include the following: 1. Exercise care in the delivery of all products. 2. Never leave a fuel transfer operation unattended. 3. Keep a close watch on storage tank levels and product transfer equipment while conducting transfer operations. 4. Perform preventive maintenance on fuel handling equipment. 5. Anticipate problems and take precautionary measures to prevent them.
	• Periodic meetings are held to brief terminal supervisors on current and pending regulations. Records of training and meetings are maintained in the Record Logbook at the Terminal Office at 280 Waterfront Street.
(2) DESIGNATED PERSON	
	• Refer to FIGURE C-3, Facility Information, for the "Designated Personnel Accountable for Oil Spill Prevention at the Facility".
(3) SPILL PREVENTION BRIEFINGS	
	• Employees review spill prevention procedures and the SPCC Plan at least annually.
	• Spill events are reviewed and discussed in safety meetings.
	• Employees are instructed in operations and maintenance of equipment, applicable pollution control laws, rules, and regulations.
	• Supervisors and operators conduct informal spill prevention briefings to assure adequate understanding of the SPCC components of this Plan. These briefings focus on known spill events, malfunctioning equipment, and recently developed prevention measures.

FIGURE C-3 - SPCC, CONTINUED

(b) (7)(F)



	possible and the Terminal Office is equipped with an intrusion alarm.
(h)?FACILITY TANK CAR AND TANK TRUCK LOADING/UNLOADING RACK	
(1) TRANSFER AREA DRAINAGE	
	• The truck loading racks at the Hamden Terminal are currently inactive (blank-flanged and abandoned). The principal means of product distribution is via the intra-terminal pipeline to 85 East Street Terminal.
	• Drainage from the distillate truck rack bays would direct a potential spill from the loading bays to two underground oil/water separator vaults via three catch basins and a strip drain at the 85 East Street Terminal.
	• All tank trucks load on concrete mats, and distillate truck loading bays are equipped with drains designed to contain potential spills at the 85 East Street Terminal.
	• Natural drainage patterns are illustrated on the Plot Plan, refer to FIGURE C-6, Drainage Diagram.
(2) INTERLOCKED WARNING LIGHT OR PHYSICAL BARRIER	
	• The truck loading racks at the Hamden Terminal are currently inactive (blank-flanged and abandoned). The principal means of product distribution is via the intra-terminal pipeline to 85 East Street Terminal.
(3) TRUCK DRAIN / OUTLET EXAMINATION	
	• Standard procedures for truck loading/unloading operations include inspection of valves and fittings prior to initiation of product transfer and during transfer operations to identify any leaks or improper connections and shut down procedures.
	• Once the transfer has been completed, an inspection is conducted by the driver to ensure that all equipment is secured and that there are no connections to the truck.
	• The truck loading racks at the Hamden Terminal are currently inactive (blank-flanged and abandoned). The principal means of product distribution is via the intra-terminal pipeline to 85 East Street Terminal.

FIGURE C-3 - SPCC, CONTINUED

40 CFR, 112.7	
(i) BRITTLE FRACTURE EVALUATION REQUIREMENTS	
	• Internal and external tank inspections must be performed by an Authorized Inspector.
	• Evaluations conducted as necessary.
	• Containers are tested to applicable API 653 standards.
(j) STATE DISCHARGE PREVENTION REQUIREMENTS	
	• A facility's federal SPCC Plan must be submitted as supporting documentation for a Marine Terminal License.
(k) QUALIFIED OIL-FILLED EQUIPMENT	
	• Qualified oil-filled equipment identified in Figure C6 Drainage Diagram or Figure C4 Spill Sources
	• Containment in accordance with Section (c) of this section or covered by facility inspections in accordance with alternative requirements of this section.

FIGURE C-3 - SPCC, CONTINUED

40 CFR, 112.8
(a) GENERAL REQUIREMENTS
• The plan meets the general requirement of 40 CFR 112.7 and the specific requirements identified in 40 CFR 112.8
(b)?FACILITY DRAINAGE
(1) DRAINAGE FROM DIKED AREAS
• From diked areas, rainwater is drained manually through valved drain pipe(s) or manually pumped.
• Records of all diked area drainage are maintained at the facility.
• Travel offsite is not likely at the terminal unless stormwater drainage gate valves or secondary containment fails. There has never been a dike failure at the terminal, and a chain reaction of failures is not considered to be probable.
• Visual inspections of the dike walls are conducted by terminal personnel on a regular basis.
(2) DRAIN VALVES AND DROP PIPES
• Manually operated gate valves are maintained in the closed and locked position.
• Drain valves are only opened during supervised discharges of stormwater from each collection area following inspection for the presence of petroleum products.
(3) FACILITY DRAINAGE SYSTEM FROM UNDIKED AREAS
• Natural drainage patterns are illustrated on the Plot Plan.
• Drainage beyond secondary containment is controlled by the manually operated valves associated with the sumps, which are kept in the closed and locked position.
(4) DIVERSION SYSTEM
• Not Applicable
(5) TREATED DRAINAGE WATERS
• Not Applicable
(c) BULK STORAGE CONTAINERS
(1) CONTAINER CONSTRUCTION AND MATERIALS
• Tanks are constructed in accordance with applicable local codes and API standards.
• All tanks are constructed of steel and painted to minimize potential external corrosion.
• All aboveground storage tanks that are currently in operation are equipped with tank side level

	gauges.
	• The material and construction of all tanks, piping, and valves are compatible with the products stored in them.
	• Visual inspections of the tank exteriors are conducted monthly by terminal personnel. General inspections are performed informally during typical daily operations.
	• Tanks are vented to the atmosphere to prevent pressure/vacuum build-up during product transfer operations.
(2) SECONDARY CONTAINMENT	
	• Secondary containment for the terminal yard/truck loading rack areas is provided by catch basins, a strip drain, two separator vaults, and associated underground drainage lines at the 85 East Street Terminal.
	• There are no secondary containment systems provided for the terminal yard areas located outside the tank farm dike (i.e. inactive truck loading rack) at the Hamden Terminal.
	• Refer to the "Potential Spill Sources", FIGURE C-4, for secondary containment type and volume.

FIGURE C-3 - SPCC, CONTINUED

40 CFR, 112.8
(c) BULK STORAGE CONTAINERS
(2) SECONDARY CONTAINMENT
• There is adequate secondary containment for the contents of the largest tank plus sufficient freeboard for precipitation.
(3) RAINWATER DRAINAGE
• The aboveground storage tanks are equipped with tank bottom water draw-off valves. Magellan Terminals Holdings, L.P. operates these valves as necessary when discharging tank bottom water, which is collected and properly disposed of off-site. These valves are maintained in the closed and locked position at all times.
• Discharge of tank bottom water is not conducted in coordination with stormwater discharges at the terminal.
• Discharge of tank bottom water to the stormwater system is not authorized by the Magellan Terminals Holdings, L.P.'s existing stormwater permit and would require specific authorization from the CTDEP and USEPA via a separate NPDES Permit.
(4) BURIED METALLIC STORAGE TANKS
• Not Applicable
(5) PARTIALLY BURIED METALLIC STORAGE TANKS
• Not Applicable
(6) ABOVEGROUND CONTAINERS
• See FIGURE C-10 for visual and routine inspection procedures.
• Integrity testing completed on a regular schedule per industry standards.
• Refer to the "Potential Spill Sources" table.
(7) INTERNAL HEATING COILS
• Bulk aboveground storage tanks which are used to store liquid asphalt (Tank Nos. 3A, 5A, 6A, and 7A) are equipped with internal hot oil heating coils. The terminal's hot oil heating system is located in Metal Building No. 6.
(8) FAIL SAFE ENGINEERING
• All bulk product aboveground storage tanks are equipped with Hi and Hi-Hi level, visual and audible alarms at the 85 East Street and Hamden Terminals.
• At the 85 East Street Terminal, the alarm's enunciator is located in the Blockhouse and a remote system is located within the terminal building. At [redacted] (b) (7)(F)
• These alarms are tested routinely. A cable for testing is located at ground level next to each tank

	level side gauge. Manual calculations and physical gauging are still practiced during tank fills.
(9) FACILITY EFFLUENTS	
	• Not Applicable
(10) VISIBLE OIL LEAKS	
	• Small spills during normal loading/unloading operations such as minor overfills and equipment leaks (pump or valve leaks, etc.) are immediately cleaned up using sand, speedy-dry, absorbent pads, or other methods.
(11)?MOBILE/PORTABLE STORAGE CONTAINERS	
	• Not Applicable
(d) FACILITY TRANSFER OPERATIONS, PUMPING, AND FACILITY PROCESSES	
(1) BURIED PIPING INSTALLATIONS	
	• The 85 East Street and Hamden Terminals have sections of buried pipe installations that are not wrapped, coated and/or cathodically protected, and such buried pipe is exposed to corrosive soil conditions.
	• Magellan Terminals Holdings, L.P. will evaluate buried pipe installations for exposure to corrosive soil conditions and will provide protective wrappings, coatings, cathodic protection and/or otherwise satisfy the corrosion protection provisions for such buried piping.
	• In addition, as part of planned maintenance or replacement activities, such wrapping, coating etc. will be provided for new or replacement buried piping installations regardless of soil conditions.
	• Buried piping exists in the following locations: 1. Product transfer piping through earthen secondary containment dikes, under roadways, and through portions of the tank farm; 2. Inter-terminal pipeline (partial length); 3. Stormwater drainage piping; and, 4. Piping associated with the terminal's heat trace system (85 East Street Terminal only).

FIGURE C-3 - SPCC, CONTINUED

40 CFR, 112.8	
(d) FACILITY TRANSFER OPERATIONS, PUMPING, AND FACILITY PROCESSES	
(2) PIPELINE OUT OF SERVICE	
	• Piping which is not in service for any extended period is blank-flanged at the source or capped.
(3) PIPING SUPPORTS	
	• Most pipe supports are equipped with H-brackets or rollers and are generally designed to minimize abrasion and corrosion and to allow for expansion and contraction.
(4) ABOVEGROUND VALVES AND PIPELINES	
	• Aboveground piping principally includes the following: 1. Product transfer piping between aboveground storage tanks; and 2. Inter-terminal pipeline (partial length); and 3. Product lines from aboveground tanks to the truck racks (partial length) (85 East Street Terminal only).
	• Piping is painted and coated to minimize corrosion and deterioration. These structures are inspected periodically for wear and corrosion by terminal personnel.
	• Product piping at the terminal is pressure-tested as required. At the 85 East Street Terminal, liquid asphalt product piping is equipped with a heat trace system (Metal Building No. 6).
	• Aboveground piping is constructed of steel and is compatible with the products handled.
	• Piping and associated equipment is inspected periodically during normal operations for signs of corrosion or deterioration.
	• Valves, pumps, and connections are checked periodically for signs of deterioration during the course of normal terminal operations.
(5) VEHICULAR TRAFFIC	
	• The terminal has signage to warn all vehicles entering the facility to be sure that no vehicle will endanger aboveground piping or other transfer operations.

FIGURE C-4 - POTENTIAL SPILL SOURCES

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
ABOVEGROUND CONTAINERS - Total: (b) (7)(F)								
1A (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		C/ W	1946	(b) (7)(F)	South/ Instantaneous	Distillate
2A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
3A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1961		East/ Instantaneous	Liquid Asphalt
4A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
5A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		South/ Instantaneous	Liquid Asphalt
6A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		South/ Instantaneous	Liquid Asphalt
7A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1957		South/ Instantaneous	Liquid Asphalt
8A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1963		East/ Instantaneous	Distillate
9A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
10A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1957		East/ Instantaneous	Distillate
11A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		East/ Instantaneous	Distillate
13A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1965		East/ Instantaneous	Distillate
14A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1951		East/ Instantaneous	Distillate
15A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1973		East/ Instantaneous	Distillate
16A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		East/ Instantaneous	Distillate
17A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1970		East/ Instantaneous	Distillate
18A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		East/ Instantaneous	Distillate

1R (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F) [redacted]	Cylindrical	1989	(b) (7)(F) [redacted]	East/ Instantaneous	Oily Waste

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type: 1-Earthern Berm and Floor, 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic, Fx = Fixed, F = Floating, W = Welded, R = Riveted, IF = Internal Floating Roof, EF = External Floating Roof

FIGURE C-4 - POTENTIAL SPILL SOURCES , CONTINUED

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
ABOVEGROUND CONTAINERS - Total: (b) (7)(F)								
2R (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Cylindrical	1989	(b) (7)(F)	East/ Instantaneous	Oily Waste
Office Heating Oil (85 East)	Leak/ Rupture/ Overfill/ Spill			Oval	N/A		East/ Instantaneous	Fuel Oil No. 2
1H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1955		Northeast/ Instantaneous	Distillate
2H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1955		Northeast/ Instantaneous	Distillate
3H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1956		Northeast/ Instantaneous	Distillate
4H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1956		Northeast/ Instantaneous	Distillate
5H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		Northeast/ Instantaneous	Distillate
6H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
7H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
8H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
10H (Hamden	Leak/ Rupture/ Overfill/ Spill			C/ W	1977		Northeast/ Instantaneous	Distillate
11H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1977		Northeast/ Instantaneous	Distillate
1R (Hamden)	Leak/ Rupture/ Overfill/ Spill			Cylindrical	N/A		Northeast/ Instantaneous	Oily Waste
Own-Use Heating (Hamden)	Leak/ Rupture/ Overfill/ Spill			Oval	N/A		Northeast/ Instantaneous	Fuel Oil No. 2
ADDITIVE CONTAINERS - Total: (b) (7)(F)								
23A (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Steel	2008	(b) (7)(F)	East/ Instantaneous	Conductivity Additive
20A (85	Leak/ Rupture/			Steel	2005		East/	Additive

East)	Overfill/ Spill						Instantaneous	
19A (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		H/ W	2001	(b) (7)(F)	East/ Instantaneous	Diesel Additive
24A (85 East)	Leak/ Rupture/ Overfill/ Spill			Steel	2008		East/ Instantaneous	Heating Oil Plus

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type: 1-Earthern Berm and Floor, 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic, Fx = Fixed, F = Floating, W = Welded, R = Riveted, IF = Internal Floating Roof, EF = External Floating Roof

FIGURE C-4 - POTENTIAL SPILL SOURCES , CONTINUED

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
DRUM STORAGE AREA - Total: (b) (7)(F)								
55-gal drum (Hamden)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Drums	N/A	(b) (7)(F)	Northeast/ Instantaneous	Oily/ PCB Waste
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Red Dye
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Oily/ PCB Waste
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Diesel Additive
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Therminol / Glycol
MISCELLANEOUS - Total: (b) (7)(F)								
Truck Loading Rack (85 East)	Rupture	(b) (7)(F)		-	N/A	Vares	East/ Instantaneous	Varies
Truck Loading Rack (Hamden) - None Applicable	-			-	N/A	N/A	None	-
Foam Tank (85 East)	Leak/ Rupture/ Overfill/ Spill			Cylindrical	N/A	(b) (7)	East/ Instantaneous	3% Concentrate
OIL FILLED EQUIPMENT - Total: (b) (7)								
Rectifier on Dock	Leak/ Rupture	(b) (7)(F)	None *	Steel	N/A	(b) (7)(F)	Directly into New Haven Harbor	Dielectric Fluid
Rectifier on	Leak/ Rupture		None *	Steel	N/A		Directly into	Dielectric

Dock							New Haven Harbor	Fluid
Facility Total: (b) (7)(F)								

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type: 1-Earthern Berm and Floor, 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic, Fx = Fixed, F = Floating, W = Welded, R = Riveted, IF = Internal Floating Roof, EF = External Floating Roof

FIGURE C-5 - ADDENDUM 1

Certification of this Spill Prevention Control and Countermeasure plan is contingent upon correction of all discrepancies listed in this Addendum. The discrepancies for this facility are:

REGULATION	DISCREPANCY	COMMENTS
None		

FIGURE C-6 - DRAINAGE DIAGRAM

(Click here for Drainage Diagram)

(Click here for Drainage Diagram)

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled “Evacuation Plan” is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled “Figure 1: Evacuation Plan” on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE C-7 - EVACUATION DIAGRAM

(Click here for Evacuation Diagram)

(Click here for Evacuation Diagram)

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled "Evacuation Plan" is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled "Figure 1: Evacuation Plan" on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE C-8 - PIPING DIAGRAM

(Click here for Piping Diagram) 1

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled “Evacuation Plan” is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled “Figure 1: Evacuation Plan” on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE C-8 - PIPING DIAGRAM

(Click here for Piping Diagram) 2

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled “Evacuation Plan” is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled “Figure 1: Evacuation Plan” on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE C-8 - PIPING DIAGRAM

(Click here for Piping Diagram) 3

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled “Evacuation Plan” is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled “Figure 1: Evacuation Plan” on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE C-9 - DISCHARGE PREVENTION MEETING LOG

Spill Prevention Briefing

- Company personnel are kept knowledgeable of equipment, safety factors and operating conditions.

- Annual training sessions are conducted by the Area Supervisor to assure oil handling personnel understand the SPCC Plan for the facility. These documented sessions keep personnel informed of their obligation to prevent pollution incidents and to improve spill control and response techniques.

DATE	ATTENDEES

Subject/Issue Identified	Required Action	Implementation Date

FIGURE C-10 - INSPECTION PROCEDURES

INSPECTION PROCEDURES	DATE
A. ROUTINE VISUAL INSPECTIONS (EACH SHIFT)	
• Check tank connections for leaks and localized dead vegetation	
• Check tanks for gaps between tank and foundation and damage caused by vegetation roots	
• Check valves and packing for leaks	
• Check drains and sumps for accumulation of oil and proper operation of level controls and pumps	
• Check tank seams for leaks, including drips, puddles, discolored area or localized dead vegetation	
• Check all tank and piping surfaces for signs of external corrosion	
• Check base of tanks for evidence of settling, leaks, including drips, puddles or discolored areas	
• Check piping for bowing between supports, leaks, including drips, puddles, discolored area, or localized dead vegetation	
• Check vent system outlets to ensure that they are not obstructed	
• Check secondary containment for discoloration and cracks or holes. Special attention should be given to seams and locations where piping goes through the deck, curbing or dikes. Ensure dike valves are closed and sealed	
• Check secondary containment for permeability, debris, erosion, location/status of pipes, inlets, drainage beneath tanks, and level of precipitation in dike vs. available capacity	
• Check secondary containment for presence of water in diked area. Follow appropriate Company procedures after visual inspection of the water to determine if sheen is present on the water	
• Check all gates to ensure that only the entrances/exits currently in use by authorized personnel are open and unlocked	

• Check facility lighting to ensure all are functioning	
• Check facility fencing for damages that would allow unauthorized entry	
B. MONTHLY INSPECTIONS	
• Inspect drains for accumulation of oil	
• Inspect sumps for the accumulation of oil	
• Inspect diked/curbed areas for the accumulation of oil	
• Inspect drip pans on lift stations for the accumulation of oil	
• Inspect all tanks for proper operation including gauges, sight glasses, level controls and pressure controls	
• Inspect valves and valve glands for proper operation and ensure complete valve closure (leak proof)	
• Inspect sump for proper operation. Manually gauge sump and pump out if level is high	
• Examine the outside of the tank for signs of corrosion, damaged paint surfaces and signs of leaking	
• Inspect pipelines for signs of leaking or damage	
• Inspect flanges for signs of leaking or damage	
• Inspect joints for signs of leaking or damage	
• If applicable, inspect retention and drainage ponds for available capacity, the presence of spilled or leaked material, signs of erosion, debris, and or stressed vegetation.	

FIGURE C-10 - INSPECTION PROCEDURES, CONTINUED

INSPECTION PROCEDURES, CONTINUED	DATE
C. RECORD KEEPING	
• All inspections, except routine, are to be documented on the forms provided in the Appendix and retained at the Facility. Records shall be maintained for a period of five (5) years. The following is a list of documentation forms available in the Appendix:	
• Facility Monthly Inspection Record (**FIGURE C-11**)	

Note: More stringent inspections, as required by Company procedures and documented on other forms, may be used to supplement or replace SPCC inspection records. These documents must be retained for five (5) years.

FIGURE C-11 - FACILITY MONTHLY INSPECTION RECORD

(Other versions of this form may be used)

YEAR	MONTH	DATE	INITIALS	COMMENTS

FIGURE C-12 - SECONDARY CONTAINMENT DRAINAGE LOG

DATE	TIME STARTED	TIME ENDED	OPERATOR NAME	SIGNATURE	COMMENTS

SECONDARY CONTAINMENT DRAINAGE PROCEDURES

1. Inspect water inside containment for sheen. Indicate sheen/no sheen in comments.
2. Open valve or start pump.
3. Monitor drainage.
4. Close valve and secure with seal or lock/secure pump.
5. Fill out drainage log and sign.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	1/18/2010
List of Discharge Causes:	Valve opened by the barge tanker man before the transfer was complete.
Material(s) Discharged:	Number 2 Oil
Amount of Discharges in Gallons:	25 (gals)
Amount That Reached Navigable Waters (if applicable):	25 (gals)
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Containment boom was placed in the harbor. Free product was collected by absorbent pads and boom and rubberizer boom was used to remove the sheen.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A ()
Enforcement Actions:	None.
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	Operator

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	9/13/2009
List of Discharge Causes:	Pump seal failure.
Material(s) Discharged:	Number 2 Fuel Oil
Amount of Discharges in Gallons:	4-5 (gals)
Amount That Reached Navigable Waters (if applicable):	0 (gals)
Effectiveness and Capacity of Secondary Containment:	100%
Cleanup Actions Taken:	Pump truck was used to recover product from secondary containment.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A ()
Enforcement Actions:	None
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	Operator Noticed release during pumping.

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	5/20/2009
List of Discharge Causes:	Barge personnel opened valve on manifold while it was being disconnect by Magellan Operators
Material(s) Discharged:	Number 2 Oil
Amount of Discharges in Gallons:	< 1 (gals)
Amount That Reached Navigable Waters (if applicable):	< 1 (gals)
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	OSRO cleaned the release
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A ()
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	PIC noticed the release

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	1/27/2008
List of Discharge Causes:	(Hamden Terminal) Small leak on the 4? water draw piping attached to Tank 8H located at the Hamden Terminal. Upon further investigation it was determined to be #2 Fuel oil leaking from the flange on the pipe side of the Water Draw valve. The flange gasket failure was caused by the expansion of ice within the piping.
Material(s) Discharged:	#2 Fuel Oil
Amount of Discharges in Gallons:	50 (gals)
Amount That Reached Navigable Waters (if applicable):	0 (gals)
Effectiveness and Capacity of Secondary Containment:	100%
Cleanup Actions Taken:	All product and impacted soils excavated and recovered.
Steps Taken to Reduce Possibility of Reoccurrence:	We will add a task to the local PM board to ensure the pipeline is ready for the winter season by clearing the pipeline of all free liquid during the month of October.
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	Visual Inspection

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	11/21/2006
List of Discharge Causes:	(85 East Street Terminal) Barge company was transferring fuel oil from their bunker tank to their generator tank when they overfilled.
Material(s) Discharged:	#2 Fuel Oil
Amount of Discharges in Gallons:	150-300 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Magellan reported as a courtesy. All product was contained in floating boom protective barriers and recovered.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	2/4/2002
List of Discharge Causes:	(Hamden Terminal) Pipe/valve under New Haven Line inside tank farm.
Material(s) Discharged:	N/A
Amount of Discharges in Gallons:	13 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Pipe/valve under New Haven Line inside tank farm.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	7/9/1999
List of Discharge Causes:	(85 East Street Terminal) Human error (valve left open between Tanks NO. 3A and 7A, gravity overflow from Tank No. 7A)
Material(s) Discharged:	Asphalt
Amount of Discharges in Gallons:	Approx. 400 (bbls)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	Contained within secondary containment
Cleanup Actions Taken:	Contained within secondary containment; no release to Harbor; AET, USEPA, DEP, USCG notified and on-site following spill; rock spread on top of spilled asphalt to assist in hardening; continued training of personnel and installation of visual tank alarm system in Terminal Office determined best means of preventing recurrence
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	6/4/1997
List of Discharge Causes:	(85 East Street Terminal) Human error (driver jammed deadman switch)
Material(s) Discharged:	Asphalt
Amount of Discharges in Gallons:	80 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Contained on truck scale and driveway; no release to Harbor; clean-up activities handled by American Environmental Technologies (AET).
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	6/15/1992
List of Discharge Causes:	(85 East Street Terminal) Tank overfill (operator error)
Material(s) Discharged:	No. 2 Fuel Oil
Amount of Discharges in Gallons:	42,000 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	Contained within secondary containment
Cleanup Actions Taken:	No release to Harbor; clean-up activities handled by East Coast Environmental
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	9/11/1988
List of Discharge Causes:	(85 East Street Terminal) Not specified
Material(s) Discharged:	Oil
Amount of Discharges in Gallons:	50-100 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	N/A
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	12/23/1984
List of Discharge Causes:	(85 East Street Terminal) Tank rupture or overfill
Material(s) Discharged:	No. 2 Fuel Oil
Amount of Discharges in Gallons:	2,000 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	Contained within secondary containment
Cleanup Actions Taken:	Contained within secondary containment
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	11/2/1980
List of Discharge Causes:	(85 East Street Terminal) Tank overfill
Material(s) Discharged:	No. 6 Fuel Oil
Amount of Discharges in Gallons:	150 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	N/A
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	10/30/1980
List of Discharge Causes:	(Hamden Terminal) Tank No. 4H overflow via gravity flow from adjacent tank due to valve left open during product theft at truck rack (then active)
Material(s) Discharged:	No. 2 Fuel Oil
Amount of Discharges in Gallons:	Approx. 251,000 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	Contained within secondary containment
Cleanup Actions Taken:	Contained within secondary containment; none to navigable water; recoverable oil and contaminated soil were removed by response contractor; terminal security determined best means of prevented recurrence; truck rack currently inactive
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	9/26/1980
List of Discharge Causes:	(85 East Street Terminal) Dock line leak
Material(s) Discharged:	No. 6 Fuel Oil
Amount of Discharges in Gallons:	50 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	N/A
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	6/2/1980
List of Discharge Causes:	(85 East Street Terminal) Tank rupture or overfill
Material(s) Discharged:	No. 2 Fuel Oil
Amount of Discharges in Gallons:	70,000 (gals)
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	Contained within secondary containment
Cleanup Actions Taken:	Contained within secondary containment
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	8/26/1973
List of Discharge Causes:	(85 East Street Terminal) Stressed pipe flanges on vessel dock line when vessel rammed dock
Material(s) Discharged:	Oil
Amount of Discharges in Gallons:	Unknown ()
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Pipe flanges on dock line were stressed when vessel rammed dock. Oil was boomed and recovered.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-13 - REPORTABLE SPILL HISTORY*

Date of Discharge(s):	8/1/1973
List of Discharge Causes:	(85 East Street Terminal) Ruptured transfer hose
Material(s) Discharged:	Asphalt
Amount of Discharges in Gallons:	Unknow ()
Amount That Reached Navigable Waters (if applicable):	N/A
Effectiveness and Capacity of Secondary Containment:	N/A
Cleanup Actions Taken:	Discharge hose ruptured as asphalt was pumped from vessel to tanks. Asphalt was recovered using clamshell dredge.
Steps Taken to Reduce Possibility of Reoccurrence:	N/A
Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:	N/A
Enforcement Actions:	N/A
Effectiveness of Monitoring Equipment:	N/A
Spill Detection:	N/A

*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

FIGURE C-14 - MANAGEMENT APPROVAL AND REVIEW

I hereby approve the contents of the Facility's Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) and have the authority to commit the necessary resources to implement the SPCC Plan, as set forth in this document, in accordance with the federal requirements of 40 CFR Part 112.			
Name:	Danny Stokes	**Signature:**	
Title:	Area Supervisor	**Date:**	10/30/2007

APPENDIX D Last revised: January 2005

HAZARD EVALUATION AND RISK ANALYSIS

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D.1 Facility Hazard Evaluation

D.2 Vulnerability Analysis

D.2.1 Analysis of the Potential for a Spill

D.3 **Inspection and Spill Detection**

Figure D.3-1 - Response Equipment Inspection

D.4 Planning Distance Calculations

Figure D.4-1 - Horizontal Range of Spill

Figure D.4-2 - Planning Distance Calculations

D.5 Discharge Scenarios

D.5.1 Small and Medium Discharge Scenarios

D.5.2 Worst Case Discharge (WCD) Scenario Discussion

D.5.3 Description of Factors Effecting Response Efforts

D.6 Planning Volume Calculations

D.7 Spill Volume Calculations

D.7.1 USCG Portion of Facility

D.7.2 EPA Portion of the Facility (non-transportation related)

D.7.3 DOT/PHMSA Portion of Pipeline/Facilities

D.8 Pipeline - Abnormal Conditions

D.9 Product Characteristics and Hazards

Figure D.9-1 - Summary of Commodity Characteristics

D.1 FACILITY HAZARD EVALUATION

A list of potential spill sources at each facility is identified in the appropriate SPCC Plan (**APPENDIX C**).

This figure describes type and volumes of secondary containment areas along with tank manufacturer dates. All liquid storage tanks are visually inspected on a weekly basis. A description of facility operations is included in **FIGURE 1-3**.

D.2 VULNERABILITY ANALYSIS

A vulnerability analysis was performed to address the potential effects of an oil spill within the planning distance of facilities listed in this Plan. The following features may be impacted by a spill:

Water Intakes	Schools	Medical Facilities	Residential Areas	Businesses	Wetlands or other Sensitive Environments	Fish and Wildlife	Lakes and Streams	Endangered Flora and Fauna	Recreational Areas	Transportation Routes (air, land, w ater)	Utilities	Other Applicable Areas
x				x	x	x	x	x	x	x	x	x

D.2.1 Analysis of the Potential for a Spill

The probability of a spill occurring at one of these facilities is minimal for the following reasons:

- Tanks are constructed in accordance with applicable engineering standards
- Tank age is reviewed as a potential factor (refer to **APPENDIX C**)
- Tank age is reviewed with respect to the inspection interval and frequency identified within API Standard 653, "Tank Inspection, Repair, Alteration, and Reconstruction." All field-erected storage tanks within the Company system are inspected in accordance with API Standard 653.
- The absolute tank age is less of a factor in conducting a spill analysis than the time since the last internal ("out-of-service") inspection conducted in accordance with API Standard 653. After each internal inspection, the API-certified tank inspector approves the tank as being suitable for continued service until the date of the next required internal inspection. Typically, the interval between internal inspections is between 10 and 20 years, in accordance with API Standard 653.
- All necessary repairs identified by the certified API 653 inspector during the internal inspection are completed in accordance with the repair requirements of API Standard 653. A follow-up inspection is conducted by the inspector before the tank is certified for continued service.
- The internal inspection reports prepared by the certified API 653 inspector are retained for the life of the tank.
- Truck loading facilities are equipped with concrete pads with a spill collection drain system which returns spills to the recovery system
- All trucks are monitored during tank unloading procedures
- Product transfers are monitored and only conducted when facilities are manned
- Facilities are inspected frequently for evidence of corrosion and leaks according to applicable API standards

- Personnel are trained in procedures to prevent pollution
- The horizontal range of a spill is dependent upon the topography and distance to the nearest water body described in more detail in **FIGURE D.4-1**
- Natural disasters are not likely at these facilities; however, these facilities may experience flooding, tornadoes or a lightening strike
- Company personnel prepare for natural disasters by monitoring weather reports and warnings

and taking appropriate safety precautions

- The potential for a natural disaster is acknowledged, as appropriate, during drills and exercises

D.3 INSPECTION AND SPILL DETECTION

Inspection

- In accordance with 40 CFR 112.7(e)(8), each facility includes written procedures and records of inspection. The inspection shall include tanks, secondary containment, and response equipment at the facility.

- Facility self-inspection requires two steps:

    - Checklist of items to inspect
    - Method of recording the actual inspection and its findings; records must be maintained for five years.

- Facility specific procedures for transfer and secondary containment inspections are provided in the SPCC Plan (**APPENDIX C**). **FIGURE D.3-1** may be used to record equipment inspection information.

FIGURE D.3-1 - RESPONSE EQUIPMENT INSPECTION

(Other versions of this form may be used.)

ITEM	QUANTITY	LOCATION	TIME TO ACCESS/RESPOND	CONDITION	DATE USED/TESTED	SHELF LIFE	INSPECTION DATE

Detection

Detection of a discharge from the Company system may occur in a number of ways including:

- Visual detection by Company personnel
- Visual detection by the public

AVAILABILITY - ALL TANKS AND ALL LINES

Automated detection

(b) (7)(F)

[redacted]

(b) (7)(F)

- **Training**

  All new personnel are required to read and understand the FRP (OPA-90 Plan), Operating Procedures Guide (System Integrity Plan), Product Terminals Operations Guide, attend a 24-hour HAZWOPER initial training class along with a two week internal training conducted at the corporate office.

Visual detection by Company personnel

Patrols are conducted in a combination of ways, either aerial flights, driven or walked. The intent of the patrol is to observe the area directly over the pipeline right-of-way for leaks, exposed pipes, washes, missing markers and other unusual conditions. Construction on either side of the pipeline right-of-way is also monitored.

Discharges to the land or surface waters may also be detected by Company personnel during regular operations and inspections. Should a leak be detected, the appropriate actions are taken including but not limited to:

- Notifications as per **SECTION 3**
- A preliminary assessment of the incident area
- If appropriate, initiate initial response actions per **SECTION 2**

FIGURE 2-1 provides a checklist for initial response actions.

Visual detection by the public

Right-of-way marker signs are installed and maintained at road crossing and other noticeable points and provide an Operations Control 24-hour number for reporting emergency situations. The Company

and provide an Operations Control 24-hour number for reporting emergency situations. The Company also participates in the ?call before you dig? or ?One Call? utility notification services which can be contacted to report a leak and determine the owner/operator of the pipeline. If the notification is made to a local office or pump station, the Company representative receiving the call will generally implement the following actions:

The public should call the 800 number located on the company gates which will in turn:

- Dispatch Company field personnel to the site to confirm discharge and conduct preliminary assessment, who then would
- Notify their immediate area supervisor and provide assessment results

Pipeline shutdown

If any of these situations are outside the expected values, abnormal conditions are considered to exist. If abnormal conditions exist, Pipeline Control will take the appropriate actions to ensure that a release does not occur. If a discharge has occurred, Pipeline Control will take actions to limit the magnitude. In either case, appropriate actions taken by Company personnel could include, but are not limited to:

- Shut down affected line segment if there is an indication of a leak
- Isolate line segment
- Depressurize line
- Start internal and external notifications
- Mobilize additional personnel as required

D.4 PLANNING DISTANCE CALCULATIONS

To evaluate the potential risk to sensitive resources in the area, should a spill occur, a planning distance was calculated based on the following characteristics of each terminal site and vicinity according to 40 CFR 112, Attachment C-III. Factors utilized are provided in **FIGURE D.4-1**.

FIGURE D.4-2 provides the planning distance calculation worksheets for each facility.

FIGURE D.4-1 - HORIZONTAL RANGE OF SPILL

FACTOR	Description
	85 East Street/Hamden
Distance to the nearest body of moving water	85 East located on Quinnipiac River (New Haven Harbor) and Hamden is located 500 feet from main Quinnipiac River and immediately adjacent to a drainage basin of the river.
Distance to the nearest storm sewer	None Applicable
Distance to the nearest drainage ditch or swale	None Applicable
Geology	coastal sands, silts & clays
Topography of the terminal and surrounding area	flat coastal at terminal locations with increase in elevations and small hills in area
Prevailing weather conditions	

FIGURE D.4-2 - PLANNING DISTANCE CALCULATIONS

The total planning distance equals d.

	85 East Street/Hamden - New Haven Harbor - Tidally Influenced
First receptor	N/A
First receptor location (miles)	N/A
∝ (feet)	N/A
? (miles)	N/A
s (feet/mile)	N/A
Avg. mid-channel depth (feet)	N/A
r (feet)	N/A
n	N/A
v (feet/second)	N/A
t (hours)	N/A
c (seconds per mile/hours per foot)	N/A
d (total planning distance)	15 Mile Radius

	85 East Street/Hamden - Quinnipiac River - Tidally Influenced
First receptor	N/A
First receptor location (miles)	N/A
∝ (feet)	N/A
? (miles)	N/A
s (feet/mile)	N/A
Avg. mid-channel depth (feet)	N/A
r (feet)	N/A
n	N/A
v (feet/second)	N/A
t (hours)	N/A
c (seconds per mile/hours per foot)	N/A
d (total planning distance)	15 mile radius

FIGURE D.4-2 - PLANNING DISTANCE CALCULATION, CONTINUED

Intermediate Calculations

∝= elevation (in feet) = [stream elevation @ facility] - [stream elevation @ receptor (or 20 mile point)]

? = horizontal distance from facility to receptor (or 20 mile point) in miles

s = average steam slope = ∝/ ? / 5280

r = hydraulic radius (in feet) = average mid channel depth x 0.667

n = Manning's roughness coefficient from Table B

To calculate stream velocity (in ft./sec.), use: $v = 1.5/n \times r^{2/3} \times s^{1/2}$

Calculation of **PLANNING DISTANCE**

d = calculated planning distance (miles)

v = Chezy-Manning based stream velocity (ft./Sec.)

t = spill response time interval (from Table A)

c = 0.68 (sec-mile/hr-ft conversion factor)

d = v x t x c = planning distance equation

Table A	
Substantial Harm Planning Time Port Areas as Identified in 40 CFR ? 112	
Boston, MA	15
New York, NY	15
Delaware Bay and River to Philadelphia	15
St. Croix, VI	15
Pascagoula, MS	15
Mississippi River from Southwest Pass, LA to Baton Rouge, LA	15
Louisiana Offshore Oil Port (LOOP)	15
Lake Charles, LA	15
Sabine-Natchez River, TX	16
Galveston Bay and Houston Ship Channel	16
Corpus Christi, TX	16
Los Angeles/Long Beach Harbor, CA	16

Table B	
Manning's Roughness Coefficient for Various Natural Stream Types (n)	
Minor Streams (Top width < 100)	
Clean:	
Straight	.03
Winding	.04
Sluggish (woody, deep pools):	
No trees/brush	.06
Trees and/or brush	.10
Major Streams (Top width > 100)	
Regular section:	
No boulders/brush	.036
Irregular section:	
Brush	.06

San Francisco Bay, San Pablo Bay, Carquinez Strait, and Suisun Bay to Antioch, CA	16
Straits of Juan de Fuca from Port Angeles, WA to and including Puget Sound	16
Prince William Sound, AK	16
Others are specified by RA for EPA Region	16
Allow other lakes, rivers canals inland and near shore areas	27

If Tidally Influenced

Planning distance calculations are based on the following factors and guidelines in accordance with 40 CFR Part 112 Attachment C-III, 4.2:

- The horizontal range of a potential oil spill is influenced by the wind direction and tidal stage; however, it is expected to spread quickly.

- Resulting planning distance is 15 miles for persistent oils or 5 miles for non-persistent oils from each Facility down current during ebb tide and to the point of maximum tidal influence and 15 miles for persistent oils or 5 miles for non-persistent oils, whichever is less, during flood tide.

D.5 DISCHARGE SCENARIOS

The equipment and personnel to respond to a spill are available from several sources and are provided with the equipment and contractors in **SECTION 7** and **APPENDIX B**. The following sections are discussions of these scenarios. This facility is a EPA and DOT complex facility.

D.5.1 Small and Medium Discharge Scenarios

- The purpose of this section is to identify the sources and sizes of small and medium discharges as defined by OPA 90 regulations
- Potential spill scenarios may include tank overflow, valve failure, tank failure, pipe failure, hose failure, or pump seal failure; these spills would likely be in contained areas and would be unlikely to travel offsite
- The Company would respond to these types of incidents in the same manner as a worst case discharge, but at a level appropriate to the incident size; differences in response are described in the worst case scenario discussion described in this Appendix. The Companies' response in such an event would in no way obviate the liability of any other responsible parties.
- Oil Storage capacity for a small/medium discharge would be available either on-site or via contracted resources listed in **FIGURE 7.1-1**.
- Resources are identified in **SECTION 3**, **SECTION 7**, **APPENDIX B**, and **EMERGENCY RESPONSE PLAN (ERP) SECTION 4**
- All resources shall be capable of arriving at the Facility within the applicable response tier requirements (Tier 1 = 12 hours; Tier 2 = 36 hours; Tier 3 = 60 hours)

The following table lists various facility operations and corresponding components which might be the source of a small, medium, and worst case discharge:

FACILITY OPERATIONS AND COMPONENTS	SMALL DISCHARGE (up to 2,100 gallons)	MEDIUM DISCHARGE (2,100 to 36,000 gallons)	WORST CASE DISCHARGE (volume largest tank)
Oil transfer operations	Hose failure	Hose failure	Not applicable
Facility maintenance operations	Leak from periodic maintenance, line not completely drained when opened	Seal failure Overfill	Not applicable
Facility piping	Flange, gasket, threaded connection	Seal failure Overfill	Not applicable
Pumps and sumps	Seal failure	Seal failure	Not applicable

	Overfill	Overfill	
Oil storage tanks	Overfill	Overfill	Catastrophic failure of largest tank
Age and condition of facility and components	Flange, gasket, threaded connector	Pipeline failure Seal failure	Catastrophic failure of largest tank

The following table describes Facility Specific small and medium discharge scenarios.

Small Discharge Scenario					
A typical small and/or medium spill of distillate at the 85 East or Hamden terminals with volumes as large as 50 barrels (2,100 gallons) and 857 barrels (36,000 gallons), respectively, could potentially be caused by the following: pumping station discharge, pipe rupture, valve failure, storage tank overfill or rupture, improper maintenance, or other scenarios. There is no vehicle refueling operations conducted at the terminal.					
SPILL INFORMATION				**RESOURCES NEEDED**	
Volume	**Oil Type**	**Spill Path**	**Collection**	**Personnel**	**Equipment**
Up to 2,100 gallons 50 barrels (2,100 gallons)	Liquid Asphalt and Distillates	A spill from the tank farm would potentially travel toward low elevation sumps located inside secondary containment structures. These structures connect to underground drainage lines which discharge to New Haven Harbor via three outfalls. Potential spills, however, would be contained within secondary containment dikes.	A spill of this magnitude would flow into the containment area or towards catch basins/strip drains which empty to separator vaults.	Most smaller spills (incidental, small, controlled releases) are handled by the ? Company? personnel. Larger spills will be responded to by the terminal's spill response contractors or other response contractors under contract with the ? Company?.	The equipment necessary to respond to a spill of this magnitude is available from the Company and/or contract sources. This would include absorbent pads, boom, vacuum trucks or skimmers, and a work boat.
It is anticipated that most small and/or medium releases would not travel beyond secondary					

containment of the facility unless containment structures also failed at the time of release or unless the spill originated outside containment areas (i.e. from inter-terminal transfer line).
Note: Equipment and manpower resources are detailed in **SECTION 3**, **SECTION 7** and **APPENDIX B**.

The following table describes Facility Specific small and medium discharge scenarios.

Medium Discharge Scenario					
A typical small and/or medium spill of distillate at the terminal with volumes as large as 50 barrels (2,100 gallons) and 857 barrels (36,000 gallons), respectively, could potentially be caused by the following: pumping station discharge, pipe rupture, valve failure, storage tank overfill or rupture, improper maintenance, or other scenarios. There is no vehicle refueling operations conducted at the terminal.					
SPILL INFORMATION				**RESOURCES NEEDED**	
Volume	**Oil Type**	**Spill Path**	**Collection**	**Personnel**	**Equipment**
2,100 to 36,000 gallons 857 barrels (36,000 gallons)	Liquid Asphalt and Distillates	A spill from the tank farm would potentially travel toward low elevation sumps located inside secondary containment structures. These structures connect to underground drainage lines which discharge to New Haven Harbor via three outfalls. Potential spills, however, would be contained within secondary containment dikes.	A spill of this magnitude would flow into the containment area or towards catch basins/strip drains which empty to separator vaults.	Most smaller spills (incidental, small, controlled releases) are handled by the ? Company? personnel. Larger spills will be responded to by the terminal's spill response contractors or other response contractors under contract with the ? Company?.	The equipment necessary to respond to a spill of this magnitude is available from the Company and/or contract sources. This would include absorbent pads, boom, vacuum trucks or skimmers, and a work boat.
It is anticipated that most small and/or medium releases would not travel beyond secondary containment of the facility unless containment structures also failed at the time of release or unless the spill originated outside containment areas (i.e. from inter-terminal transfer line).					

Note: Equipment and manpower resources are detailed in **SECTION 3**, **SECTION 7** and **APPENDIX B**.

D.5.2 Worst Case Discharge (WCD) Scenario Discussion

APPENDIX D.7 provides worst case discharge calculations. Discussion of this scenario is as follows:

Upon discovery of a spill, the following procedures would be followed:

1. The First Responder would notify the Area Supervisor/Manager of Operations and notifications would be initiated in accordance with **FIGURE 2-1**.

2. The Area Supervisor/Manager of Operations would assume the role of Incident Commander/Qualified Individual until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:

    - Conduct safety assessment in accordance with **FIGURE 2-1** and evacuate personnel as needed in accordance with **SECTION 2**
    - Direct facility responders to shut down ignition sources
    - Direct facility personnel to position resources in accordance with **SECTION 2.4**
    - Complete spill report form in accordance with **SECTION 3** and notify 3E Company or Environmental Specialist
    - Ensure regulatory agencies are notified

3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Spill Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Spill Management Team in accordance with activation procedures described in **SECTION 4.2**.

4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.3**.

5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of issues to address. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.

6. The Spill Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):

    - Site Safety and Health
    - Site Security

- Incident Action
- Decontamination
- Disposal
- Demobilization

Plan templates are included in **SECTION 5**.

7. The response would continue until an appropriate level of cleanup is obtained.

D.5.3 Description of Factors Effecting Response Efforts

There are many factors which may effect the ability to respond to an incident. These factors are described in the following table:

FACTORS	CONSIDERATIONS EFFECTING RESPONSE EFFORTS
Size of spill	• Location of spill in relation to identified sensitivities and/or sensitive areas • Spread and spill movement
Proximity to down gradient water intakes	• **SECTION 6** and **EMERGENCY RESPONSE PLAN** for maps showing proximity to down gradient water intakes
Proximity to fish and wildlife and sensitive environments	• A release could impact fish, wildlife and sensitive environments as described in **SECTION 6** and **EMERGENCY RESPONSE PLAN**
Likelihood that discharge will travel offsite	• A small spill is unlikely to travel offsite • A medium spill has the potential to travel offsite via adjacent waterways • A worst case discharge has the greatest potential to travel offsite if secondary containment is breached
Location of material spilled	• See facility information and drainage located in **SECTION 1** and **APPENDIX C**. Facility tankage, piping, and transfer areas are displayed on drawings provided in **APPENDIX C** and **EMERGENCY RESPONSE PLAN**
Material discharged	• Typically Asphalt , Distillates , • Product is considered non-persistent but not highly volatile
Weather or aquatic conditions	• The areas have the potential to be affected by tornadoes, flooding, and lightning strikes
Available remediation equipment	• The Company has response equipment available • Resources are available through oil spill response contractors in quantities sufficient to meet applicable planning standards
Probability of a chain reaction or failures	• Potential for a chain reaction or failure is remotely possible but not anticipated; secondary containment, response contractors and trained personnel minimize the potential of such events

Direction of spill pathway	• Refer to sensitivity maps in the **SECTION 6** and **EMERGENCY RESPONSE PLAN** • Wind direction and speed combined with currents, will determine spill trajectory

D.6 PLANNING VOLUME CALCULATIONS

Once the worst case discharge volume has been calculated, response resources must be identified to meet the requirements of 40 CFR 112.20(h). Calculations to determine sufficient amount of response equipment necessary to respond to a worst case discharge is described below. A demonstration of the planning volume calculations is provided below.

D.7 SPILL VOLUME CALCULATIONS

D.7.1 USCG Portion of Facility

The Worst Case Discharge was formulated assuming a release from the Marine Transportation Related portion of the Facility, as directed by 33 CFR 154.1029.

The Worst Case Discharge is based on a catastrophic failure of all piping carrying oil between the marine transfer manifold(s) and the non-transportation related portion(s) of the Facility. For the 85 East Street/Hamden Terminal, this volume is calculated as noted below. Actual Worst Case Discharge volumes for all facilities are provided in **FIGURE D.7-1**. Oil spill response equipment available to respond to this spill is included in **SECTION 7.1.1** and **APPENDIX B.1.1**.

- **Worst Case Discharge (WCD)** = [(maximum time to discover + maximum time to shutdown flow) x maximum flow rate] + piping capacity = (b) (7)(F)

- **Average Most Probable Discharge**

  The Average Most Probable Discharge (AMPD) is defined by 33 CFR 154 as the lesser of 50 barrels or 1% of the Worst Case Discharge. One percent of the Worst Case Discharge is approximately (b) (7)(F), therefore, the average most probable discharge is (b) (7)(F)

- **Maximum Most Probable Discharge**

  The Maximum Most Probable Discharge (MMPD) is defined by 33 CFR 154 as the discharge of the lesser of 1,200 barrels or 10% of the volume of the Worst Case Discharge. Ten percent of the Worst Case Discharge is approximately (b) (7)(F), therefore, the maximum most probable discharge is (b) (7)(F)

D.7.2 EPA Portion of the Facility (non-transportation related)

The WCD for the EPA portion of the facilities, as defined in 40 CFR 112, Appendix D, Part A, is calculated as:

- For multiple tank facilities with adequate secondary containment, the WCD is calculated as the capacity of the largest single aboveground oil storage tank within an adequate secondary containment area or the combined capacity of a group of aboveground oil storage tanks permanently manifolded together, whichever is greater

TYPE	DESCRIPTION	PRODUCT	WCD VOLUME (BBLs)
(b) (7)(F)			(b) (7) (F)

Given below is planning volume data.

FIGURE D.7-1 - WORST CASE DISCHARGE (WCD) CALCULATIONS (IN BBLS)

USCG					EPA
Product	Group	WCD	Avg. Most Probable	Max. Most Probable	
Distillates (85 East)	I	(b) (7)(F) [redacted]			
Distillates (Hamden)	I				

EPA PLANNING VOLUME DATA

STEP	PARAMETER	85 East Street/Hamden
(A)	WCD (bbls)	(b) (7) (F)
(B)	Oil group	I
(C)	*Geographic area	Nearshore/Inland
(D1)	Percent lost to natural dissipation	80
(D2)	Percent recovered floating oil	20
(D3)	Percent oil onshore	10
(E1)	On water recovery (bbls)	(b) (7)(F)
(E2)	Shoreline recovery (bbls)	(b) (7)(F)
(F)	Emulsification Factor	1.0
(G)	On water recovery resource mobilization factor	
(G1)	Tier I	0.15
(G2)	Tier II	0.25
(G3)	Tier III	0.40
Part II	On water recovery capacity (bbls/day)	
	Tier I	(b) (7)(F)
	Tier II	
	Tier III	
Part III	Shoreline cleanup volume (bbls/day)	
Part IV	On water response capacity by operating area (bbls/day)	
(J1)	Tier I	12,500 (85 East Street: 12,500)
(J2)	Tier II	25,000 (85 East Street: 25,000)
(J3)	Tier III	50,000 (85 East Street: 50,000)
Part	On water amount needed to be identified, but not contracted	

V	for in advance	
	Tier I	0 (85 East Street: 0)
	Tier II	0 (85 East Street: 0)
	Tier III	0 (85 East Street: 0)

* R = Rivers and canals
N = Nearshore/Inland

D.7.3 DOT/PHMSA Portion of Pipeline/Facilities

The worst case discharge (WCD) for the DOT portion of the pipeline and facilities, as defined in 49 CFR 194.105(b), as the largest volume of the following:

1. The pipeline's maximum shut-down response time in hours (based on historic discharge data or in the absence of such data, the operators best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or

2. The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or

3. If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.

Under PHMSA's current policy, operators are allowed to reduce the worst case discharge volume derived from 49 CFR 194.105(b)(3) by no more than 75% if an operator is taking certain spill prevention measures for their breakout tanks and presents supporting information in the response plan. An operator can reduce the worst case discharge volume based on breakout tanks in the response zones as follows:

SPILL PREVENTION MEASURES	PERCENT REDUCTION ALLOWED
Secondary containment capacity greater than 100% capacity of tank and designed according to NFPA 30	50%
Tank built, rebuilt, and repaired according to API Std 620/650/653	10%
Automatic high-level alarms/shutdowns designed according to NFPA/API RP 2350	5%
Testing/cathodic protection designed according to API Std 650/651/653	5%
Tertiary containment/drainage/treatment per NFPA 30	5%*
Maximum allowable credit or reduction	75%

* Note: The facilities do not have tertiary containment.

The worst case discharge for each response zone was based on the largest volume of the three criteria given above.

The Company has determined the worst case discharge volume to be a catastrophic line failure of the largest line section with the greatest drainage capacity in each response zone or 30 percent of the volume of the largest tank in each zone.

The line sections with the highest throughput and largest drainage volume between block valves on pump stations were chosen to calculate the pipeline worst case discharge. Although the entire discharge volume of each line was used for the worst case discharge, in an actual spill event, it would take days to drain the line completely. The line would be sealed early in the response effort.

All of the breakout tanks in the pipeline system are within adequate secondary containment, therefore, the discharge volumes for the largest tank was determined by adjusting the total tank volume downward by .50 % per the company guidelines.

Considering the volume of release from a line break compared to that of historic discharge in each zone and to the volumes released from a tank failure, the tank failure was found to represent the worst case scenario.

The maximum historic discharge is not applicable for WCD covered by this plan. Given below are the tank and pipeline WCD calculations for this plan.

The worst case discharge for each pipeline segment is the largest breakout tank. These tank volumes are as follows:

LOCATION	VOLUME (BBLS)
Hamden 8H	(b) (7)(F)

The worst case tank volume is calculated as follows:

Largest tank x Credit for containment tank standards = Tank standards credit

The Company has implemented all of the spill prevention measures, listed on the previous page, except tertiary containment. Therefore, the percent reduction allowed for credit equals .50 % and the worst case discharge volume is .50 % of the total volume.

Hamden 8H (b) (7)(F)

The worst case discharge for the pipeline segment is calculated at the 8? 85E to Hamden transfer line .

WCD = [(DT + ST) x MF] + DD

Where:

WCD = worst case discharge (bbl)

DT + ST = maximum detection time + maximum shut down time in adverse weather (generally five minutes except where noted)

MF = maximum flow rate (bph) (using 1200 bph)

DD = drain down volume (bbl) (internal diameter)

(b) (7)(F)

As detailed above, the DOT/RSPA WCD volume for this plan is: (b) (7)(F)

D.8 PIPELINE - ABNORMAL CONDITIONS

Because PHMSA considers the "substantial threat" term in 49 CFR Part 194.115(a) equivalent to the "abnormal conditions" term under 49 CFR Part 195.402(d), procedures to identify events and conditions that can pose a threat of worst case discharge, and actions to take for preventing and mitigating such events and conditions are described in the System Integrity Plan.

D.9 PRODUCT CHARACTERISTICS AND HAZARDS

Pipeline systems described in this plan may transport various types of commodities including but not limited to:

- Asphalt
- Distillates

The key chemical and physical characteristics of each of these oils and/or other small quantity products/ chemicals are identified in MSDS. MSDS can be obtained by the facility via fax from the MSDS Hotline (**FIGURE 3.1-3**). Telephone information concerning the potential hazards can also be obtained from the hotline.

FIGURE D.9-1 describes primary oils handled.

FIGURE D.9-1 - SUMMARY OF COMMODITY CHARACTERISTICS

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
Asphalt	Appropriate product name	1	1		0	Long term, repeated exposure may cause cancer. May cause damage to the following organs: respiratory tract, skin, eye, lens, or cornea.
Distillates	Appropriate product name	1	2		0	Long term, repeated exposure may cause cancer. May damage the following organs: blood, kidneys, liver, peripheral and central nervous systems, respiratory tract, skin, eye, lens, or cornea.

Health Hazard	**4 = Extremely Hazardous** **3 = Hazardous** **2 = Warning** **1 = Slightly Hazardous** **0 = No Unusual Hazard**
Fire Hazard (Flash Point)	**4 = Below 73? F, 22? C** **3 = Below 100? F, 37? C** **2 = Below 200? F, 93? C** **1 = Above 200? F, 93? C** **0 = Will not burn**
Special Hazard	**A = Asphyxiant** **C = Contains Carcinogen** **W = Reacts with Water** **Y = Radiation Hazard** **COR = Corrosive** **OX = Oxidizer** **H_2S = Hydrogen Sulfide** **P = Contents under Pressure** **T = Hot Material**
Reactivity Hazard	**4 = May Detonate at Room Temperature** **3 = May Detonate with Heat or Shock** **2 = Violent Chemical Change with High Temperature and Pressure** **1 = Not Stable if Heated** **0 = Stable**

APPENDIX E Last revised: January 2005

CROSS-REFERENCES

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Figure E-1 - EPA / FRP Cross-Reference

Figure E-2 - EPA / SPCC Cross-Reference

Figure E-3 - EPA / RCRA Cross-Reference

Figure E-4 - USCG / FRP Cross-Reference

Figure E-5 - DOT / PHMSA 194 Cross-Reference

Figure E-6 - OSHA Cross-Reference

Figure E-7 - EPA Response Plan Cover Sheet

Figure E-8 - State Cross-Reference

FIGURE E-1 - EPA / FRP CROSS-REFERENCE

EPA FRP REQUIREMENTS	LOCATION
Facility Information	
General Information (1.0)	
• Facility Name	Figure 1-3
• FRP #	Figure 1-3
• Facility Address	Figure 1-3
• Facility Telephone	Figure 1-3
• Facility Owner	Figure 1-3
• Owner Address	Figure 1-3
• Owner Telephone	Figure 1-3
• Name of Protected Waterway/ Environmentally Sensitive Area	Figure D.4-1, Figure D.4-2
• Distance from Facility	Figure D.4-1, Figure D.4-2
Standard Facility Response Plan (sec. 1.0)	
Emergency Response Action Plan (ERAP) (sec. 1.1)	
Qualified Individual (QI) information (sec. 1.2) partial	ERAP - Figure 3-2
Emergency notification phone list (sec. 1.3.1) partial	ERAP - Figure 3-2
Spill response notification form (sec. 1.3.1) partial	ERAP - Figure 3-1
Response equipment list and location (sec. 1.3.2) complete	ERAP - Figure 4-2, Figure 4-3
Response equipment testing and deployment (sec. 1.3.4) complete	ERAP - Figure 4-4
Facility response team list (sec. 1.3.4) partial	ERAP - Figure 3-2
Facility evacuation plan (sec. 1.3.5) condensed	ERAP - Section 2.3, Figure 5-2
Immediate actions (sec. 1.7.1) complete	ERAP - Section 2

Facility diagrams (sec. 1.9) complete	ERAP - Figure 5-1, Figure 5-2
Facility Information (sec. 1.2)	
Facility name and location (sec. 1.2.1)	Figure 1-3
Latitude and longitude (sec. 1.2.2)	Figure 1-3, Appendix C, Appendix E
Wellhead protection area (sec. 1.2.3)	Figure 1-3
Owner/ operator (both names included, if different (sec. 1.2.4)	Figure 1-3
QuaIified Individual (sec. 1.2.5) (name, position, home and work address, phone numbers) and specific response training experience	Figure 1-3
Date of oil storage start-up (sec. 1.2.6)	Figure 1-3
Current operation (sec. 1.2.7)	Figure 1-3
Date and type of substantial expansion (sec. 1.2.8)	Figure 1-3

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Emergency Response Information (sec. 1.3)	
Notification (sec. 1.3.1)	
National Response Center phone number	Figure 3.1-3 (Initial)
Qualified Individual (day and evening) phone numbers	Figure 1-3, Figure 3.1-3
Company Response Team (day and evening) phone numbers	Figure 3.1-3
Federal On-Scene Coordinator (FOSC) and/ or Regional Response Center (day and evening) phone numbers	Figure 3.1-3 (Federal)
Local response team phone numbers (fire department/ cooperatives)	Figure 3.1-3
Fire marshal (day and evening) phone numbers	Figure 3.1-3 (Fire Departments)
State Emergency Response Commission (SERC) phone number	Figure 3.1-3 (State Agencies)
State police phone number	Figure 3.1-3 (Police Departments)
Local Emergency Planning Committee (LEPC) phone number	Figure 3.1-3 (Local Agencies)
Local water supply system (day and evening) phone numbers	Figure 3.1-3 (Water Intakes)
Weather report phone number	Figure 3.1-3 (Weather)
Local TV/ radio phone number(s) for evacuation notification	Figure 3.1-3 (Radio/Television Stations)
Hospital phone number	Figure 3.1-3 (Emergency Medical Services)
Spill Response Notification Form	
• Reporter's name	Figure 3.1-2
• Company information	Figure 3.1-2
• Incident description	Figure 3.1-2
• Materials	Figure 3.1-2

• Response actions	Figure 3.1-2
• Impact	Figure 3.1-2
Response Equipment List (Identify if Facility, OSRO, CO-OP owned by letters O, F, or C) (sec. 1.3.2)	
Equipment list	Figure 7.1-1
Equipment location	Figure 7.1-1
Release handling capabilities and limitations	Figure 7.1-1

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Response Equipment Testing/ Deployment (sec. 1.3.3)	
Last inspection or equipment test date	Figure A.1-4
Inspection frequency	Figure A.1-4
Last deployment drill date	Figure A.1-4
Deployment frequency	Figure A.1-4
OSRO certification (if applicable)	Figure A.1-4
Response Personnel (sec. 1.3.4)	
Emergency response personnel list	Figure 3.1-3
Emergency response contractors	Figure 3.1-3, Figure 7.1-1, Appendix B
Evidence of response capability	Appendix B
Facility response team list (sec. 1.3.4)	Figure 3.1-3
Evacuation Plans (sec. 1.3.5)	
Facility-wide evacuation plan	Section 2.3
Reference to existing community evacuation plans (sec. 1.3.5.3)	Section 2.3
Evacuation routes shown on diagram	Figure C-7
Qualified Individual's Duties (sec. 1.3.6)	
Description of duties	Section 4.5
Consistent with requirements	Section 4.5
Hazard Evaluation (sec. 1.4)	
Hazard Identification (sec. 1.4.1)	
Schematic Diagram	
Labeled schematic drawing	Figure C-6, Figure C-8
Above-ground tanks identified separately	Figure C-6
Below-ground tanks identified separately	Figure C-6
Surface impoundments identified separately	N/A
Tank Form:	
Tank number	Figure C-4

Substance stored	Figure C-4
Quantity stored	Figure C-4
Tank type and year installed	Figure C-4
Maximum capacity	Figure C-4
Failure/ Cause	Figure C-4

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Surface Impoundment Form:	
Surface impoundment number	N/A
Substance stored	N/A
Quantity stored	N/A
Surface area/ year	N/A
Maximum capacity	N/A
Failure/ Cause	N/A
Facility Operations Description:	
Loading and unloading procedures	Figure 1-3 (Current Operations)
Day to day operations	Figure 1-3 (Facility Data)
Secondary containment	Figure C-4
Daily throughput	Figure 1-3 (Facility Data)
Vulnerability Analysis (sec. 1.4.2)	
Vulnerability of:	
• Water intakes	Section 6.6, Section 6.7, Appendix D.2
• Schools	Section 6.6, Section 6.7, Appendix D.2
• Medical facilities	Section 6.6, Section 6.7, Appendix D.2
• Residential areas	Section 6.6, Section 6.7, Appendix D.2
• Business	Section 6.6, Section 6.7, Appendix D.2
• Wetlands or other environmentally sensitive areas	Section 6.6, Section 6.7, Appendix D.2
• Fish and wildlife	Section 6.6, Section 6.7, Appendix D.2
• Lakes and streams	Section 6.6, Section 6.7,

	Appendix D.2
• Endangered flora and fauna	Section 6.6, Section 6.7, Appendix D.2
• Recreational areas	Section 6.6, Section 6.7, Appendix D.2
• Transportation routes (air, land, and water)	Section 6.6, Section 6.7, Appendix D.2

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Vulnerability Analysis (sec. 1.4.2), continued	
Vulnerability of:	
• Utilities	Section 6.6, Section 6.7, Appendix D.2
• Other applicable areas (List below)	Section 6.6, Section 6.7, Appendix D.2
• Other areas:	Section 6.6, Section 6.7, Appendix D.2
Analysis of Potential for a Spill (sec. 1.4.3)	
Probability of spill occurring at the facility	Appendix D.2.1
Incorporates Factors:	
Tank age	Figure C-4 (Year Constructed/Installed)
Spill history	Figure C-13
Horizontal range of a potential spill	Figure D.4-1
Vulnerability to natural disaster	Appendix D.2.1
Facility Reportable Oil Spill History Description (sec. 1.4.4)	
Date of discharge	Figure C-13
List of discharge causes	Figure C-13
Materials discharged	Figure C-13
Amount discharged in gallons	Figure C-13
Amount of discharge that reached navigable waters	Figure C-13
Effectiveness and capacity of secondary containment	Figure C-13
Clean-up actions taken	Figure C-13
Steps taken to reduce possibility of reoccurrence	Figure C-13
Total oil storage capacity of tank(s) or impoundment(s) from which material is discharged	Figure C-13
Effectiveness of monitoring equipment	Figure C-13
Description of how each spill was detected	Figure C-13

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Discharge Scenarios (sec. 1.5)	
Small and Medium Volume Discharges (sec. 1.5.1)	
Small Volume Discharges	
Small volume discharge calculation for a facility	Appendix D.5
Facility-specific spill potential analysis	Appendix D.5
Average most probable discharge for "complexes"	N/A
1,000 feet of boom (1 hour deployment time)	Section 7.1.1, Figure 7.1-1, Appendix B
Correct amount of boom for "complexes"	N/A
Oil recovery devices equal to small discharge (2 hour recovery time)	Section 7.1.1, Figure 7.1-1, Appendix B
Oil storage capacity for recovered material	Section 7.1.1, Figure 7.1-1, Appendix B
Medium Volume Discharges	
Medium volume discharge calculation for a facility	Appendix D.5
Facility-specific spill potential analysis	Appendix D.5
Maximum most probable discharge for "complexes"	N/A
Oil recovery devices equal to medium discharge	Section 7.1.1, Figure 7.1-1, Appendix B
Availability of sufficient quantity of boom	Section 7.1.1, Figure 7.1-1, Appendix B
Oil storage capacity for recovered material	Section 7.1.1, Figure 7.1-1, Appendix B
Worst Case Discharge (WCD) (sec. 1.5.2)	
Correct WCD calculations	Appendix D.7
Correct WCD for "complexes"	N/A
Sufficient response resources for WCD	Appendix D.7, Figure 7.1-1, Appendix B
Sources and quantity of equipment for response to WCD	Appendix D.7, Figure 7.1-1, Appendix B

Oil storage capacity for recovered material	Appendix D.7, Figure 7.1-1, Appendix B

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Discharge Detection Systems (sec. 1.6)	
Discharge Detection by Personnel (sec. 1.6.1)	
Detection procedures	Appendix D.3
Discussion of facility inspections	Figure C-10, Appendix D.3
Initial response actions	Figure 2-1
Automated Discharge Detection (sec. 1.6.2)	
Equipment description	Figure C-3, Appendix D.3
Alarm verification procedures	Appendix D.3
Initial response actions	Figure 2-1
Plan Implementation (sec. 1.7)	
Response Resources (sec. 1.7.1)	
Demonstration of accessibility of proper response personnel and equipment	Appendix B
Emergency plans for spill response	Section 2
Additional training	Appendix A.2
Additional contracted help	Appendix B
Access to additional equipment/ experts	Appendix B
Ability to implement plan, including training and practice drills	Appendix A
Immediate Actions Form for small, medium, and worst-case spills	Figure 2-1
Disposal Plans (sec. 1.7.2)	
How and where materials will be disposed	Section 5.5, Section 7.3
Disposal permits	Section 5.5, Section 7.3
Containment and Drainage Planning (sec. 1.7.3)	
Incorporates Factors:	
Available volume of containment	Figure C-4, Figure C-3 (112.8(c)(2))
Route(s) of drainage	Figure C-6
Construction materials used in drainage troughs	Figure C-3

Type and number of valves separators	Figure C-6, Figure C-8, Figure C-3
Sump pump capacities	Figure C-4, Figure C-6
Containment capacity of weirs and booms	Section 7.1.1, Appendix B, Section 6.8
Other clean up materials	Section 7.1.1, Appendix B, Section 6.8

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Self-Inspection, Drills/ Exercises, and Response Training (sec. 1.8)	
Facility Self-Inspection (sec. 1.8.1)	
Inspection checklist (with dates)	Figure C-10
Records maintained for five years	Figure C-10, Figure C-11
Tank Inspection (sec. 1.8.1.1)	
Tank leaks	Figure C-10
Tank foundations	Figure C-10
Tank piping	Figure C-10
Response Equipment Inspection (sec. 1.8.1.2)	
Inventory (item and quantity)	Figure D.3-1
Storage location (time to access and respond)	Figure D.3-1
Operation status/ condition	Figure D.3-1
Actual use/ testing (last test date and frequency of testing)	Figure D.3-1
Shelf life	Figure D.3-1
Secondary Containment Inspection (sec. 1.8.1.3)	
Dike or berm system	Figure C-10
Secondary containment	Figure C-10
Retention and drainage ponds	Figure C-10
Facility Drills/ Exercises (sec. 1.8.2)	
Facility drills/ exercise description	Appendix A.1
Equipment deployment exercise	Appendix A.1
Unannounced exercise	Appendix A.1
Area exercises	Appendix A.1
Qualified Individual Notification Drills	Appendix A.1
Qualified Individual Notification Drill Log (sec. 1.8.2.1) (date, company, qualified individual, other contacted, emergency scenario, evaluation)	Appendix A.1
Spill Management Team Tabletop Exercises	Appendix A.1

Spill Management Team Tabletop Drill Log (sec. 1.8.2.2) (date, company, qualified individual, participants, emergency scenario, evaluation, changes to be implemented, time table for implementation)	Appendix A.1

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Response Training (sec. 1.8.3)	
Description of response training program (including topics)	Figure A.2-2
Personnel Response Training Logs (name, response training date/ and number of hours, prevention training date/ and number of hours)	Figure A.2-3
Discharge Prevention Meeting Log (date, attendees)	Figure C-9
Diagrams (sec. 1.9)	
Site Diagram includes:	
Entire facility to scale	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Above and below-ground bulk storage tanks	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Contents and capacities of bulk storage tanks	Figure C-4
Contents and capacities of drum storage areas	Figure C-4
Contents and capacities of surface impoundments	N/A
Process buildings	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Transfer areas	Figure C-6 or Figure 1
Secondary containment systems	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Structures where hazardous materials are used and capacity	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Location of communication and emergency response equipment	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Location of electrical equipment which contains oil	Figure C-6 or Figure 1
If a "complex" facility, interface between EPA and other regulating agencies	N/A

FIGURE E-1 - EPA / FRP CROSS-REFERENCE, CONTINUED

EPA FRP REQUIREMENTS	LOCATION
Site Drainage Diagram	
Major sanitary and storm sewers, manholes, and drains	Figure C-6 or Figure 1
Weirs and shut-off valves	Figure C-6 or Figure 1
Surface water receiving streams	Figure C-6 or Figure 1
Fire fighting water sources	Figure C-6 or Figure 1
Other utilities	Figure C-6 or Figure 1
Response personnel ingress and egress	Figure C-7 or Figure 1
Equipment transportation routes	Figure C-6 or Figure 1, Figure C-7 or Figure 1
Direction of spill flow from release points	Figure C-4, Figure C-6 or Figure 1
Site Evacuation Diagram includes:	
Site plan diagram with evacuation routes	Figure C-7 or Figure 1
Location of evacuation regrouping areas	Figure C-7 or Figure 1
Site Security (sec. 1.10)	
Emergency cut-off locations	Figure C-3, Appendix D.3
Enclosure	Figure C-3
Guards and their duties, day and night	Figure C-3
Lighting	Figure C-3
Valve and pump locks	Figure C-3
Pipeline connection caps	Figure C-3
Response Plan Cover Sheet (sec. 2.0)	
Owner/ operator of facility	Figure E-6
Facility name	Figure E-6
Facility address	Figure E-6
Facility phone number	Figure E-6
Latitude and longitude	Figure E-6
Dun and Bradstreet number	Figure E-6

North American Industrial Classification System (NAICS) Code	Figure E-6
Largest oil tank storage capacity	Figure E-6
Maximum oil storage capacity	Figure E-6
Number of oil storage tanks	Figure E-6
Worst case discharge amount	Figure E-6
Facility distance to navigable waters	Figure E-6
Applicability of substantial harm criteria	Figure E-6
Certification	Figure E-6

FIGURE E-2 - EPA / SPCC CROSS-REFERENCE

EPA SPCC REQUIREMENTS (40 CFR 112.7 and 112.8)	LOCATION
112.7 General requirements for Spill Prevention, Control, and Countermeasure Plans	
a. General requirements	
1. Include a discussion of your facility's conformance with the requirements listed in this part	Appendix C
3. Describe in your Plan the physical layout of the facility and include a facility diagram	Figure 1-3, Figure C-6, Figure C-7
i. The type of oil in each container and its storage capacity	Figure C-4
ii. Discharge prevention measures	Section 2, Figure C-3
iii. Discharge or drainage controls	Figure C-6
iv. Countermeasures for discharge	Section 2
v. Methods of disposal	Section 7
vi. Contact list and phone numbers	Section 3
4. Unless you have submitted a response plan, provide information and procedures to report a discharge	N/A
5. Unless you have submitted a response plan, describe procedures you will use when a discharge occurs	N/A
b. Prediction of the direction, rate of flow, and total quantity of oil which could be discharged from the facility as a result of each type of major equipment failure	Figure C-4
c. Provide appropriate containment	Figure C-4
d. If you determine that the installation of any of the structures or pieces of equipment is not practicable, you must clearly explain in	Appendix C

your Plan why such measures are not practicable; for bulk storage containers, conduct both periodic integrity testing of the containers and periodic integrity and leak testing of the valves and piping; and, unless you have submitted a response plan under § 112.20, provide in your Plan the following:	
1. An oil spill contingency plan following the provisions of part 109 of this chapter	N/A
2. A written commitment of manpower, equipment, and materials	N/A
e. Inspections, tests, and records	Appendix C
f. Personnel, training, and discharge prevention procedures	Appendix C
1. Oil-handling personnel training	Appendix C
2. Person accountable for discharge prevention	Appendix C
3. Schedule and conduct discharge prevention briefings	Appendix C

FIGURE E-2 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112.7 and 112.8)	LOCATION
112.7 General requirements for Spill Prevention, Control, and Countermeasure Plans, continued	
g. Security (excluding oil production facilities)	Figure C-3
1. Facility fencing	Figure C-3
2. Master flow, drain valves, and other valves remain in closed position	Figure C-3
3. Lock the starter control on each oil pump in "off" position	Figure C-3
4. Securely cap or blank-flange the loading/ unloading connections	Figure C-3
5. Provide facility lighting	Figure C-3
i. Discovery of discharges occurring during hours of darkness	Figure C-3
ii. Prevention of discharges occurring through acts of vandalism	Figure C-3
h. Facility tank car and tank truck loading/ unloading rack (excluding offshore facilities)	Figure C-3
1. Catchment basin, treatment facility, or quick drainage system	Figure C-3
2. Provide vehicular disconnect warning system	Figure C-3
3. Inspect for discharges of the lower most drain	Figure C-3
i. Aboveground container brittle fracture evaluation	Figure C-3
j. Discussion of conformance with the applicable requirements	Figure C-3

112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities)	
b. Facility drainage	Figure C-3
1. Restrain drainage from diked storage areas except where facility systems are designed to control such discharge	Figure C-3
2. Use valves of manual, open-and-closed design, for the drainage of diked areas	Figure C-3
3. Design facility drainage systems from undiked areas with a potential for a discharge to flow into ponds, lagoons, or catchment basins designed to retain oil or return it to the facility	Figure C-3
4. Equip the final discharge of all ditches inside the facility with a diversion system that would, in the event of an uncontrolled discharge, retain oil in the facility	Figure C-3
5. Where drainage waters are treated in more than one treatment unit and such treatment is continuous, and pump transfer is needed, provide two "lift" pumps and permanently install at least one of the pumps	Figure C-3

FIGURE E-2 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112.7 and 112.8)	LOCATION
112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities), continued	
c. Bulk storage containers	Figure C-3
1. Not use a container for the storage of oil unless its material and construction are compatible with the material stored and conditions of storage such as pressure and temperature	Figure C-3
2. Provide a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation	Figure C-3
3. Not allow drainage of uncontaminated rainwater from the diked area into a storm drain or discharge of an effluent into an open watercourse, lake, or pond, bypassing the facility treatment system unless you:	Figure C-3
i. Normally keep the bypass valve sealed closed	Figure C-3
ii. Inspect the retained rainwater to ensure that its presence will not cause a discharge as described in § 112.1(b)	Figure C-3
iii. Open the bypass valve and reseal it following drainage under responsible supervision; and	Figure C-3
iv. Keep adequate records of such events, for example, any records required under permits issued in accordance with §§ 122.41(j)(2) and 122.41(m)(3) of this chapter	Figure C-3
4. Protect completely buried metallic storage tanks from corrosion	Figure C-3
5. Protect partially buried and bunkered tanks from corrosion	Figure C-3

6. Test each aboveground container for integrity on a regular schedule	Figure C-3
7. Control leakage through defective internal heating coils	Figure C-3
8. Engineer or update each container installation in accordance with good engineering practice to avoid discharges. You must provide at least one of the following devices:	Figure C-3
i. High liquid level alarms with an audible or visual signal	Figure C-3
ii. High liquid level pump cutoff devices	Figure C-3
iii. Direct audible or code signal communication between the container gauger and the pumping station	Figure C-3

FIGURE E-2 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112.7 and 112.8)	LOCATION
112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities), continued	
iv. A fast response system	Figure C-3
v. Regularly test liquid level sensing devices to ensure proper operation	Figure C-3
9. Observe effluent treatment facilities frequently enough to detect possible system upsets that could cause a discharge as described in § 112.1(b)	Figure C-3
10. Promptly correct visible discharges which result in a loss of oil from the container	Figure C-3
11. Position or locate mobile or portable oil storage containers to prevent a discharge	Figure C-3
d. Facility transfer operations, pumping, and facility process	Figure C-3
1. Provide protection of buried piping that is installed or replaced on or after August 16, 2002	Figure C-3
2. Cap or blank-flange the terminal connection at the transfer point	Figure C-3
3. Properly design pipe supports to minimize abrasion and corrosion and allow for expansion and contraction	Figure C-3
4. Regularly inspect all aboveground valves, piping, and appurtenances	Figure C-3
5. Warn all vehicles entering the facility to be sure that no vehicle will endanger aboveground piping or other oil transfer operations	Figure C-3

FIGURE E-3 - EPA / RCRA CROSS-REFERENCE

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
? 265.50	**Applicability**	
	The regulations in this subpart apply to owners and operators of all hazardous waste facilities, except as 265.1 provides otherwise.	Section 1.1
? 265.51	Purpose and Implementation of Contingency Plan	
a	Each owner or operator must have a contingency plan for his facility.? The contingency plan must be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water.	Section 1.1
b	The provisions of the plan must be carried out immediately whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents that could threaten human health or the environment.	Section 1.1
? 265.52	Content of Contingency Plan	
a	The contingency plan must describe the actions facility personnel must take to comply with 265.51 and 265.56 in response to fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water at the facility.	Section 2
b	If the owner or operator has already prepared a Spill Prevention, Control, and Countermeasure (SPCC) Plan in accordance with Part 112 of this chapter, or Part 1510 of Chapter V, or some other emergency or contingency plan, he need only amend that plan to incorporate hazardous waste management provisions that are sufficient to comply with the requirements of this part.	Section 7.3
c	The plan must describe arrangements agreed to by local police departments, fire departments, hospitals, contractors, and State and local emergency response teams to coordinate emergency services, pursuant to 265.37.	Figure 3.1-3

d	The plan must list names, addresses, and phone numbers (office and home) of all persons qualified to act as emergency coordinator (see 265.55), and this list must be kept up to date.? Where more than one person is listed, one must be named as primary emergency coordinator and others must be listed in the order in which they will assume responsibility as alternates.	Figure 1-3
e	The plan must include a list of all emergency equipment at the facility (such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), where this equipment is required.? This list must be kept up to date.? In addition, the plan must include the location and a physical description of each item on the list, and a brief outline of its capabilities.	Figure 4-2

FIGURE E-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
? 265.52	Content of Contingency Plan, Continued	
f	The plan must include an evacuation plan for facility personnel where there is a possibility that evacuation could be necessary.? This plan must describe signal(s) to be used to begin evacuation, evacuation routes, and alternate evacuation routes (in cases where the primary routes could be blocked by releases of hazardous waste or fires).	Section 2.3, Section 5-Figure 2
? 265.53	Copies of Contingency Plan	
	A copy of the contingency plan and all revisions to the plan must be:	-----
a	Maintained at the facility, and	Section 1.2; Figure 2.2
b	Submitted to all local police departments, fire departments, hospitals, and State and local emergency response teams that may be called upon to provide emergency services.	Section 1.2; Figure 2.2
? 265.54	Amendment of Contingency Plan	
	The contingency plan must be reviewed, and immediately amended, if necessary, whenever:	-----
a	Applicable regulations are revised;	Section 1.2
b	The plan fails in an emergency;	Section 1.2
c	The facility changes in its design, construction, operation, maintenance, or other circumstances in a way that materially increases the potential for fires, explosions, or releases of hazardous waste or hazardous waste constituents, or changes the response necessary in an emergency;	Section 1.2
d	The list of emergency coordinators changes; or	Section 1.2
e	The list of emergency equipment changes.	Section 1.2
? 265.55	Emergency Coordinator	
	At all times, there must be at least one employee either on the facility premises or on call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility for coordinating all emergency response measures.? This emergency coordinator must be thoroughly familiar with all aspects of	Figure 1-3; Section 4.5; Appendix A

	the facility?s contingency plan, all operations and activities at the facility, the location and characteristics of waste handled, the location of all records within the facility, and the facility layout.? In addition, this person must have the authority to commit the resources needed to carry out the contingency plan. *[Comment:? The emergency coordinator?s responsibilities are more fully spelled out in 265.56.? Applicable responsibilities for the emergency coordinator vary, depending on factors such as type and variety of waste(s) handled by the facility, and type and complexity of the facility].*	

FIGURE E-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
? 265.56	Emergency Procedures	
a	Whenever there is an imminent or actual emergency situation, the emergency coordinator (or his designee when the emergency coordinator is on call) must immediately:	Section 4.5
a(1)	Activate internal facility alarms or communication systems, where applicable, to notify all facility personnel; and	Section 4.5
a(2)	Notify appropriate State or local agencies with designated response roles if their help is needed.	Section 4.5
b	Whenever there is a release, fire, or explosion, the emergency coordinator must immediately identify the character, exact source, amount, and a real extent of any released materials.? He may do this by observation or review of facility records or manifests and, if necessary, by chemical analysis.	Section 4.5
c	Concurrently, the emergency coordinator must assess possible hazards to human health or the environment that may result from the release, fire, or explosion.? This assessment must consider both direct and indirect effects of the release, fire, or explosion (e.g., the effects of any toxic, irritating, or asphyxiating gases that are generated, or the effects of any hazardous surface water run-offs from water or chemical agents used to control fire and heat-induced explosions).	Section 4.5
d	If the emergency coordinator determines that the facility has had a release, fire, or explosion which could threaten human health, or the environment, outside of the facility, he must report his findings as follows:	Section 4.5
d(1)	**If his assessment indicates that evacuation of local areas may be advisable, he must immediately notify appropriate local authorities.? He must be available to help appropriate officials decide whether local**	Section 4.5

	areas should be evacuated; and	
d(2)	He must immediately notify either the government official designated as the on-scene coordinator for that geographical area (in the applicable regional contingency plan under Part 1510 of this Title), or the National Response Center (using their 24-hour toll free number 800/424-8802).? The report must include:	Section 4.5; Figure 3.1-2
d(2)(i)	Name and telephone number of reporter:	Figure 3.1-2
d(2)(ii)	Name and address of facility;	Figure 3.1-2
d(2)(iii)	Time and type of incident (e.g., release, fire);	Figure 3.1-2
d(2)(iv)	Name and quantity of material(s) involved, to the extent known;	Figure 3.1-2
d(2)(v)	The extent of injuries, if any; and	Figure 3.1-2
d(2)(vi)	The possible hazards to human health, or the environment, outside the facility.	Figure 3.1-2

FIGURE E-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
? 265.56	Emergency Procedures (Cont?d)	
e	During an emergency, the emergency coordinator must take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous waste at the facility.? These measures must include, where applicable, stopping processes and operations, collecting and containing released waste, and removing or isolating containers.	Section 2; Figure 2.1-1
f	If the facility stops operations in response to a fire, explosion or release, the emergency coordinator must monitor for leaks, pressure buildup, gas generation, or ruptures in valves, pipes or other equipment, wherever this is appropriate.	Section 2; Figure 2.1-1
g	Immediately after an emergency, the emergency coordinator must provide for treating, storing, or disposing of recovered waste, contaminated soil or surface water, or any other material that results from a release, fire, or explosion at the facility. *[Comment:? Unless the owner or operator can demonstrate, in accordance with ? 261.3(c) or (d) of this chapter, that the recovered material is not a hazardous waste, the owner or operator becomes a generator of hazardous waste and must manage it in accordance with all applicable requirements of Parts 262, 263, and 265 of this chapter].*	Section 7.3; Section 5.5
h	The emergency coordinator must ensure that, in the affected areas(s) of the facility:	-----
h(1)	No waste that may be incompatible with the released material is treated, stored, or disposed of until cleanup procedures are completed; and	Section 7.3; Section 5.5
h(2)	All emergency equipment listed in the contingency plan is cleaned and fit for its intended use before operations are resumed.	Section 5.4
i	The owner or operator must notify the Regional Administrator, and appropriate State and local authorities, that the facility is in	Figure 3.1-3

	compliance with paragraph (h) of this section before operations are resumed in the affected area(s) of the facility.	
j	The owner or operator must note in the operating record the time, date, and details of any incident that requires implementing the contingency plan.? Within 15 days after the incident, he must submit a written report on the incident to the Regional Administrator.? The report must include:	Section 8.3
j(1)	Name, address, and telephone number of the owner or operator;	Section 8.3
j(2)	Name, address, and telephone number of the facility;	Section 8.3
j(3)	Date, time, and type of incident (e.g., fire, explosion);	Section 8.3

FIGURE E-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
? 265.56	**Emergency Procedures (Cont?d)**	
j(4)	Name and quantity of material(s) involved;	Section 8.3
j(5)	The extent of injuries, if any;	Section 8.3
j(6)	An assessment of actual or potential hazards to human health or the environment, where this is applicable; and	Section 8.3
j(7)	Estimated quantity and disposition of recovered material that resulted from the incident.	Section 8.3

FIGURE E-4 - USCG / FRP CROSS-REFERENCE

USCG OPA 90 REQUIREMENTS (33 CFR 154.1035)	LOCATION IN THIS PLAN
a) Introduction and Plan Content	
1. Facility Name and Location (address, city, county, state, zip, phone number, fax number).	Figure 1-3
2. Facility Directions (including but not limited to maps, landmarks and river mile that could aid a responder and reviewer).	Figure 1-3, Figure 1-4
3. Name, address and procedures for contacting the facility's owner or operator on a 24 hour basis.	Figure 1-3, Figure 3.1-3
4. Table of contents.	Table of Contents
5. Period when submitted plan does not have to conform to the subpart, a cross index, if appropriate.	Figure E-4
6. Record of change(s) to record information on plan updates.	Figure 1-1
b) Emergency Response Action Plan	
1. Notification procedures • Prioritized list of facility response personnel. • Federal, State or local agencies, as required • Spill response notification forms to Federal, State, local agencies. Form must state that initial notification must not be delayed by collection of data. • Notification of the National Response Center.	Figure 3.1-1, Figure 3.1-2, Figure 3.1-3
2. Facility's spill mitigation procedures • Describe volume and oil groups that would be involved in the following: • Average, maximum and worse discharge from the MTR facility. • Where applicable, the worst case discharge from the non-transportation-related facility.	Section 2.1.1, Figure 2.1-2, Appendix D

• Prioritized list of procedures and facility personnel (identified by job title). Procedures must address actions to be taken in the event of a discharge, potential discharge or emergency involving the following equipment and scenarios:
• Transfer equipment
  • Tank overfill or failure
  • Piping rupture, leak both under pressure and not under pressure
  • Explosion or fire
  • Equipment failure
• Listing of equipment and the responsibilities of facility personnel to mitigate an average most probable discharge	

3. Facility's response activities	
i. Responsibilities of facility personnel to initiate a response and supervise response resources pending arrival of qualified individuals.	Figure 2-1
ii. Responsibilities and authority of the qualified individual and alternate as required in § 154.1026.	Section 4.5

FIGURE E-4 - USCG / FRP CROSS-REFERENCE, CONTINUED

USCG OPA 90 REQUIREMENTS (33 CFR 154.1035)	LOCATION IN THIS PLAN
iii. Apply the following organizational structure to manage response actions: • Command and control • Public information • Safety • Liaison with government agencies • Spill operations • Planning • Logistics support • Finance	Section 4.6, Figure 4.5-2
iv. Identify oil spill removal organizations and the spill management teams to be capable of providing the following response resources: • Equipment and supplies to meet § 154.1045, 154.1047, as appropriate • Trained personnel for response to be on hand for the first 7 days of the response • Job descriptions for each spill management team member within the organizational structure in a response action.	Section 7.1, Appendix B
v. For mobile facilities in more than one COTP zone, oil spill removal organizations and the spill management teams must be identified from paragraph (3)(iv) and included in each COTP zone.	N/A
4. Sensitive areas	
i. Identify areas of economic importance and environmental sensitivities as identified in the ACP, which are potentially impacted by a worst case discharge.	Section 6.6
ii. For a worst case discharge the plan must address the following:·	Appendix D.5

• List all sensitive elements identified in ACP that are potentially impacted by a discharge· • Describe all response actions anticipated to protect sensitive elements· • Contain map or chart that depicts each response action anticipated.	Section 6
iii. Identify appropriate equipment and personnel as described in § 154.1028 to protect sensitive elements by one of the following calculations: • Persistent oils and non-petroleum oils discharged into non-tidal waters, the distance from the facility reached in 48 hours at maximum current.	Section 7.1, Appendix B, Appendix D

FIGURE E-4 - USCG / FRP CROSS-REFERENCE, CONTINUED

USCG OPA 90 REQUIREMENTS (33 CFR 154.1035)	LOCATION IN THIS PLAN
• Persistent and non-petroleum oils discharged into tidal waters, 15 miles from the facility down current during ebb tide and to the point of maximum tidal influence or 15 miles, whichever is less, during flood tide. • Non-persistent oils discharged into non-tidal waters, the distance from the facility reached in 24 hours at maximum current. • Non-persistent oils discharged into tidal waters, 5 miles from the facility down current during ebb tide and to the point of maximum tidal influence or 5 miles, whichever is less, during flood tide. • Spill trajectory or model maybe substituted if acceptable to COTP. • Procedures contained in the Environmental Protection's Agency's regulations on oil pollution prevention may be substituted for non-tidal and tidal waters. • COTP may require additional sensitive elements to be protected depending on trajectory.	Section 7.1, Appendix B, Appendix D
5. Disposal plan Describe actions and procedures that adhere to Federal, state or local requirements.	Section 5.5, Section 7.3
c) Training and Exercises	
1. Training procedures of the facility owner or operator must meet requirements of § 154.1050.	Appendix A
2. Drill procedures of the facility owner or operator must meet requirements of § 154.1055.	Appendix A
d) Plan Review and Update Procedures	
Plan review and update procedures of the facility owner or operator must meet requirements of §154.1065 and any post-discharge review of the plan to evaluate and validate its	Section 1.2

effectiveness.	
e) Appendices	
1. Facility-specific information - principal characteristics	
i. There must be a physical description of the facility including a plan of the facility showing the mooring areas, transfer locations, control stations, locations of safety equipment, and the location and capacities of all piping and storage tanks.	Figure 1-3, Figure C-4, Figure C-7
ii. Identify sizes, types and number of vessels the facility can transfer oil to or from simultaneously.	Figure 1-3

FIGURE E-4 - USCG / FRP CROSS-REFERENCE, CONTINUED

USCG OPA 90 REQUIREMENTS (33 CFR 154.1035)	LOCATION IN THIS PLAN
iii. Identify the first valve(s) on facility piping separating the transportation-related and non-transportation-related portion of the facility, if any. For piping leading to a manifold located on a dock serving tank vessels, this valve is the first valve inside the secondary containment required by 40 CFR part 112.	Figure C-6
iv. The oil(s) and hazardous material handled, stored or transported at the facility in bulk. A material safety data sheet meeting the requirements of 29 CFR 19010.1200, 33 CFR 154.310(a)(5) or an equivalent will meet this requirement. This information can be maintained separately providing it is readily available and the appendix identifies its location. This information must include: • Generic/chemical name • Description of appearance and odor • Physical and chemical characteristics • Hazards involved with handling or discharge • Firefighting procedures and extinguishing agents for oil/hazardous materials	Appendix D.9
v. Other information which the facility owner or operator determines to be pertinent to an oil spill response.	Section 2
2. List of contacts must include primary and alternate personnel, personnel from paragraph (b) (3) (iv), and Federal, state and local officials.	Figure 3.1-3, Figure 3.1-4
3. Equipment list and records must include the following: • List of equipment and facility personnel required to respond to an average most probable discharge, as defined by §154.1020 • List of equipment belonging to an oil spill removal organization as described in §154.1028; unless the	Section 7, Appendix B

organization has been classified by the Coast Guard to equal or exceed the response capability needed by the facility • When it is necessary for the appendix to contain a listing of response equipment, it shall include the following: skimmers; booms; dispersant application; in-situ burning; bioremediation equipment and supplies and other equipment used to apply other chemical agents on the NCP Product Schedule; communications, firefighting and beach cleaning equipment; boats and motors; and heavy equipment	

FIGURE E-4 - USCG / FRP CROSS-REFERENCE, CONTINUED

USCG OPA 90 REQUIREMENTS (33 CFR 154.1035)	LOCATION IN THIS PLAN
• This list must also include specifications for each piece of equipment as follows: 1. type, make, model and year of manufacture, 2. for oil recovery devices, the effective daily recovery rate, 3. for containment boom, the overall boom height and type of end connectors, 4. spill scenario in which the equipment will be used, 5. total daily capacity for storage and disposal of recovered daily oil 6. for communication equipment, the type and amount of equipment intended for use during response activities, 7. location of equipment, and 8. date of last inspection.	
4. Communications plan must describe the primary and alternate method of communication during discharges, including communications at the facility and at remote locations.	Section 7.1.6
5. Site specific safety and health plan must describe the safety and health plan to be implemente This appendix may reference another existing plan requiring under 29 CFR 1910.120	Section 5.3
6. List of acronyms and definitions must include all definitions that are critical to understanding the response plan.	Appendix F

FIGURE E-5 - DOT / PHMSA 194 CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
• For the core plan:	
• Name and address of operator	Figure 1-3
• For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (§194.103), listing and description of Response Zones, including county(s) and state(s)	Figure 1-3
• For each Response Zone appendix:	
• Information summary for core plan	Section 1
• QI names and telephone numbers, available on 24-hr basis	Figure 1-3
• Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment	Figure 1-3
• List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation	Figure 1-3
• Basis for operator's determination of significant and substantial harm	Figure 1-3
• The type of oil and volume of the worst case discharge	Appendix D
• Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge	Section 1.3, Appendix B
Notification Procedures	
• Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local	Section 3

requirements	
• Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority	Section 3.1
• Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel	Section 3.1, Figure 3.1-3
• Procedures for notifying Qualified Individuals	Figure 3.1-1, Section 4.5, Figure 4.5-1
• Primary and secondary communication methods by which notifications can be made	Section 7.1.6

FIGURE E-5 - DOT / PHMSA 194 CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION

• Information to be provided in the initial and each follow-up notification, including the following:
 	
  • Name of pipeline
  • Time of discharge
  • Location of discharge
  • Name of oil recovered
  • Reason for discharge (e.g. material failure, excavation damage, corrosion)
  • Estimated volume of oil discharged
  • Weather conditions on scene
  • Actions taken or planned by persons on scene
	Figure 3.1-2

Spill Detection and On-Scene Spill Mitigation Procedures	
• Methods of initial discharge detection	Appendix D.3
• Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline	Section 2

• List of equipment that may be needed in response activities based on land and navigable waters including:
 	
  • Transfer hoses and pumps
  • Portable pumps and ancillary equipment
  • Facilities available to transport and receive oil from a leaking pipeline
	Section 7.1.1, Appendix B

• Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis	Figure 3.1-3, Appendix B
• Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response activities on a 24-hour basis	Figure 3.1-3, Appendix B
Response Activities	

• Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan	Section 2, Section 4.5, Appendix B
• Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan	Section 4.5
• Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions	Section 4.4, Section 4.5
• Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum ext ent practicable	Appendix B

FIGURE E-5 - DOT / PHMSA 194 CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION

• For each organization identified under paragraph (d), a listing of:
  • Equipment and supplies available
  • Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response
	Appendix B

List of Contacts	
• List of persons the Plan requires the operator to contact	Figure 3.1-1
• Qualified individuals for the operator's areas of operation	Figure 1-3
• Applicable insurance representatives or surveyors for the operator's areas of operation	Figure 3.1-1
• Persons or organizations to notify for activation of response resources	Figure 3.1-1
Training Procedures	
• Description of training procedures and programs of the operations	Appendix A.2
Drill Procedures	
• Announced and unannounced drills	Appendix A.1

• Types of drills and their frequencies; for example:
  • Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly
  • Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly
  • Shore-based spill management team (SMT) tabletop drills conducted yearly
  • Oil spill removal organization field equipment deployment
	Appendix A.1

drills conducted yearly • A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years	
Response Plan review and update procedures	
• Procedures to meet §194.121	Section 1.2
• Procedures to review plan after a worst case discharge and to evaluate and record the plan's effectiveness	Section 1.2, Appendix C
Response zone appendices	
Each response zone appendix would provide the following information:	
• Name and telephone number of the qualified individual	Figure 1-3
• Notification procedures	Section 3
• Spill detection and mitigation procedures	Section 2.1, Appendix C

FIGURE E-5 - DOT / PHMSA 194 CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
• Name, address, and telephone number of oil spill response organization	Figure 3.1-1, Appendix B

• Response activities and response resources including:
  • Equipment and supplies necessary to meet §194.115
  • Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response
	Appendix A, Appendix B

• Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities	Figure 3.1-3
• Worst case discharge volume	Appendix C
• Method used to determine the worst case discharge volume, with calculations	Appendix C

• A map that clearly shows:
  • Location of worst case discharge
  • Distance between each line section in the Response Zone:
  • Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section
  • Each potentially affected environmentally sensitive area within a radius of one mile of the line section
	Figure 1-4, Section 6.6, Section 6.7

• Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified	Figure 1-3
• For every oil transported by each pipeline in the response zone, emergency response data that:	Figure D.9-1

• Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods • Meet 29 CFR 1910.1200 or 49 CFR 172.602	

FIGURE E-6 - OSHA CROSS-REFERENCE

OSHA EMPLOYEE EMERGENCY PLANS AND FIRE PREVENTION PLANS (29 CFR 1910.38 AND 1910.39)	LOCATION
Emergency Action Plans (29 CFR 1910.38)	
(c) Minimum elements of an emergency action plan. An emergency action plan must include at a minimum:	
(c)(1) Procedures for reporting a fire or other emergency;	Figure 2-1
(c)(2) Procedures for emergency evacuation, including type of evacuation and exit route assignments;	Figure C-7
(c)(3) Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;	Section 2.3
(c)(4) Procedures to account for all employees after evacuation;	Section 2.3
(c)(5) Procedures to be followed by employees performing rescue or medical duties; and	Section 2.4
(c)(6) The name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.	Figure 3.1-3, Section 4.6
(d) Employee alarm system. An employer must have and maintain an employee alarm system. The employee alarm system must use a distinctive signal for each purpose and comply with the requirements in §1910.165.	Section 2.3
(e) Training. An employer must designate and train employees to assist in a safe and orderly evacuation of other employees.	Figure A.2-1
(f) Review of emergency action plan. An employer must review the emergency action plan with each employee covered by the plan:	
(f)(1) When the plan is developed or the employee is assigned initially to a job;	Figure A.2-1
(f)(2) When the employee's responsibilities under the plan change; and	Figure A.2-1
(f)(3) When the plan is changed.	Figure A.2-1

HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (29 CFR 1910.120)	LOCATION
(l)(2) Elements of an emergency response plan. The employer shall develop an emergency response plan for emergencies which shall address, as a minimum, the following:	

(l)(2)(i)	Pre-emergency planning.	Appendix C, Appendix D
(l)(2)(ii)	Personnel roles, lines of authority, training, and communication.	Section 4
(l)(2)(iii)	Emergency recognition and prevention.	Section 2.1
(l)(2)(iv)	Safe distances and places of refuge.	Figure C-7
(l)(2)(v)	Site security and control.	Figure 2.1-1, Section 5.6, Section 7.2
(l)(2)(vi)	Evacuation routes and procedures.	Section 2.3, Figure C-7
(l)(2)(vii)	Decontamination procedures which are not covered by the site safety and health plan.	Section 5.4
(l)(2)(viii)	Emergency medical treatment and first aid.	Section 5.4

FIGURE E-6 - OSHA CROSS-REFERENCE, CONTINUED

HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (29 CFR 1910.120)	LOCATION
(l)(2)(ix) Emergency alerting and response procedures.	Section 2.3
(l)(2)(x) Critique of response and follow-up.	Section 8.3
(l)(2)(xi) PPE and emergency equipment.	Section 5.4, Section 7.1.1
(l)(3) Procedures for handling emergency incidents.	
(l)(3)(i) In addition to the elements for the emergency response plan required in paragraph (l)(2) of this section, the following elements shall be included for emergency response plans:	
(l)(3)(i)(A) Site topography, layout, and prevailing weather conditions.	Figure 1-2, Figure D.4-1
(l)(3)(i)(B) Procedures for reporting incidents to local, state, and federal governmental agencies.	Figure 3.1-1
(l)(3)(ii) The emergency response plan shall be a separate section of the Site Safety and Health Plan.	Section 5.3
(l)(3)(iii) The emergency response plan shall be compatible and integrated with the disaster, fire and/or emergency response plans of local, state, and federal agencies.	Section 1.1
(l)(3)(iv) The emergency response plan shall be rehearsed regularly as part of the overall training program for site operations.	Figure A.2-1
(l)(3)(v) The site emergency response plan shall be reviewed periodically and, as necessary, be amended to keep it current with new or changing site conditions or information.	Section 1.2
(l)(3)(vi) An employee alarm system shall be installed in accordance with 29 CFR 1910.165 to notify employees of an emergency situation, to stop work activities if necessary, to lower background noise in order to speed communication, and to begin emergency procedures.	Section 2.3
(l)(3)(vii) Based upon the information available at time of the emergency, the employer shall evaluate the incident and the site response capabilities and proceed with the appropriate steps to implement the site emergency response plan.	Figure 2-1, Section 2.1

FIGURE E-7 - EPA RESPONSE PLAN COVER SHEET

Owner/ operator of facility:	Magellan
Facility name:	85 East Street/Hamden
Facility address (street address or route):	85 East Street (Hamden address is 265 Welton Street)
City, state, and U.S. zip code	New Haven, CT 06511 (Hamden: 06517)
Facility mailing address:	As above
Facility phone number.:	(203) 776-6597, (203) 562-1332 (Hamden Terminal), (203) 467-6058* (280 Waterfront Street)
Latitude: Longitude:	(b) (7)(F)
Dun & Bradstreet number:	93-823-9068
Largest above ground oil storage tank capacity (gallons):	(b) (7)(F)
Number of above ground oil storage tanks:	46 (including additive tanks)
North American Industrial Classification System (NAICS):	493190
Maximum oil storage capacity (gallons):	(b) (7)(F)
Worst case oil discharge amount (bbls.):	(b) (7)(F)

Facility distance to navigable water; mark the appropriate line.

0-1/4 ☑ 1/4-1/2 mile ☐ 1/2 - 1 mile ☐ > 1 mile ☐

APPLICABILITY OF SUBSTANTIAL HARM CRITERIA

Does the facility transfer oil over water to or from vessels and does the facility have a total oil storage capacity greater than or equal to 42,000 gallons?

YES ☑ NO ☐

Does the facility have a total oil storage capacity greater than or equal to one million gallons and, within any storage area, does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation?

YES ☐ NO ☑

Does the facility have a total oil storage capacity greater than or equal to one million gallons and is the facility located at a distance (as calculated using the appropriate formula in or a comparable formula) such that a discharge from the facility could cause injury to fish and wildlife and sensitive

environments?
YES ☑ NO ☐
Does the facility have a total oil storage capacity greater than or equal to one million gallons and is the facility located at a distance (using the appropriate formula in or a comparable formula) such that a discharge from the facility would shut down a drinking water intake?
YES ☐ NO ☑
Does the facility have a total oil storage capacity greater than or equal to one million gallons and has the facility experienced a reportable oil spill in an amount greater than or equal to 10,000 gallons within the last five years?
YES ☐ NO ☑

CERTIFICATION	
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and that based on my inquiry of those individuals responsible for obtaining information, I believe that the submitted information is true, accurate, and complete.	
Signature:	Date:
Name: Rick Olson	Title: Sr. Vice President, Operations

10/31/2007

FIGURE E-8 - STATE CROSS-REFERENCE

APPENDIX F Last revised: January 2005

ACRONYMS AND DEFINITIONS

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F.1 Acronyms

F.2 Definitions

F.1 ACRONYMS

ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
ASTM	American Society of Testing Materials
BBL	Barrel(s)
BLM	Bureau of Land Management (USDOI)
BPD	Barrels Per Day
BPH	Barrels Per Hour
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CO_2	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERAP	Emergency Response Action Plan
ERP	Emergency Response Plan
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FOSC	Federal On-Scene Coordinator
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GIS	Geographic Information System

GPM	Gallons Per Minute
HAZMAT	Hazardous Materials
HMIS	Hazardous Material Information System
IC	Incident Commander
ICS	Incident Command System
JIC	Joint Information Center
LEL	Lower Explosive Limit

F.1 ACRONYMS, CONTINUED

LEPC	Local Emergency Planning Committee
LEPD	Local Emergency Planning District
LNG	Liquid Natural Gas
LPG	Liquefied Petroleum Gas
MPC	Magellan Pipeline Company, L.P.
MSDS	Material Safety Data Sheets
MTR	Marine Transportation Related
N/A	Not Applicable
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NIIMS	National Interagency Incident Management System
NM	Nautical Miles
NOAA	National Oceanic and Atmospheric Administration
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
OBA	Oxygen Breathing Apparatus
OPA 90	Oil Pollution Act of 1990
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDL)
PHMSA	Pipeline and Hazardous Materials Safety Administration (DOT)
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
RQ	Reportable Quantity
SARA	Superfund Amendments and Reauthorization Act
SCADA	Supervisory Control and Data Acquisition (System)
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act of 1986

SERC	State Emergency Response Commission
SETS	Safety Environment and Training Services
SI	Surface Impoundment
SIC	Standard Industrial Classification (Code)
SMT	Spill Management Team
SOSC	State On-Scene Coordinator
SPCC	Spill Prevention, Control, and Countermeasures (Plan)

F.1 ACRONYMS, CONTINUED

SSC	Scientific Support Coordinator (NOAA)
UCS	Unified Command System
UEL	Upper Explosive Limit
USACOE	U. S. Army Corps of Engineers
USCG	U. S. Coast Guard
USDOD	U. S. Department of Defense
USDL	U. S. Department of Labor
USDOE	U. S. Department of Energy
USDOI	U. S. Department of the Interior
USDOJ	U. S. Department of Justice
USDOT	U. S. Department of Transportation
USFWS	U. S. Fish and Wildlife Service (USDOI)
USGS	U. S. Geological Survey (USDOI)

F.2 DEFINITIONS

Adverse Weather
The weather conditions that will be considered when identifying response systems and equipment in a response plan for the applicable operating environment. Factors to consider include significant wave height, ice, temperature, weather-related visibility, and currents with the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Aqueous Film Forming Foam
A fluoro-carbon surfactant that acts as an effective vapor securing agent due to its effect on the surface tension of the water. Its physical properties enable it to float and spread across surfaces of a hydrocarbon fuel with more density than protein foam.

Average Most Probable Discharge **(USCG)**
A discharge of the lesser of 50 barrels (2100 gallons) or one percent of the volume of the worst case discharge.

Barrel
Measure of space occupied by 42 U. S. gallons at 60 degrees Fahrenheit.

Bleve
A boiling liquid-expanding vapor explosion; failure of a liquefied flammable gas container caused by fire exposure. Pronounced "blevey."

Boilover
Occurs when the heat from a fire in a tank travels down to the bottom of the tank causing water that is already there to boil and push part of the tank's contents over the side.

Carbon Dioxide
A heavy, colorless, odorless, asphyxiating gas, that does not normally support combustion. It is one and one-half times heavier than air and when directed at the base of a fire its action is to dilute the fuel vapors to a lean mixture to extinguish the fire.

Class A Fire
A fire involving common combustible materials which can be extinguished by the use of water or water solutions. Materials in this category include wood and wood-based materials, cloth, paper, rubber and certain plastics.

Class B Fire
A fire involving flammable or combustible liquids, flammable gases, greases and similar products. Extinguishment is accomplished by cutting off the supply of oxygen to the fire or by preventing flammable vapors from being given off.

Class C Fire
A fire involving energized electrical equipment, conductors or appliances. Nonconducting extinguishing agents must be used for the protection of firefighters.

Class D Fire
A fire involving combustible metals, for example, sodium, potassium, magnesium, titanium and aluminum. Extinguishment is accomplished through the use of heat-absorbing extinguishing agents such as certain dry powders that do not react with the burning metals.

F.2 DEFINITIONS, CONTINUED

Cold (Support) Zone
An area free of contaminants so that Personal Protection Equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Command Post
A site located at a safe distance from the spill site where response decisions are made, equipment and manpower deployed, and communications handled. The Incident Commander and the On-Scene Coordinators may direct the on-scene response from this location.

Communication Equipment
Equipment that will be utilized during response operations to maintain communication between employees, contractors, federal/state/local agencies.

Containment Boom
A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to entrap and contain the product for recovery.

Contamination Reduction Zone
Same as the warm zone, a buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

Contingency Plan
A document used by: (1) federal, state, and local agencies to guide planning and response procedures regarding spill of oil, hazardous substances, or other emergencies; (2) a document used by industry as a response plan to spills of oil, hazardous substances, or other emergencies occurring upon their vessels or at their facilities.

Contract or Other Approved Means
Includes:

- A written contractual agreement with a response contractor. The agreement should identify and ensure the availability of the specified personnel and equipment described under U.S.C.G. Regulations within stipulated response times in the specified geographic areas

- Certification by the facility owner or operator that the specified personnel and equipment described under USCG Regulations are owned, operated, or under the direct control of the facility owner or operator, and are available within stipulated times in the specified geographic areas

- Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment described under USCG Regulations that are available to respond to a

discharge within stipulated times in the specified geographic areas

- A document which:
    - Identifies the personnel, equipment, services, capable of being provided by the response contractor within stipulated response times in specified geographic areas
    - Sets out the parties' acknowledgment that the response contractor intends to commit the resources in the event of a response
    - Permits the Coast Guard to verify the availability of the response resources identified through tests, inspections, drills
    - Is incorporated by reference in the Response Plan

- For a facility that could reasonably be expected to cause substantial harm to the environment, with the consent of the response contractor or oil spill removal organization, the identification of a response contractor or oil spill removal organization with specified equipment and personnel which are available within stipulated response times in specific geographic areas.

F.2 DEFINITIONS, CONTINUED

Demand Breathing Apparatus
A type of self-contained breathing apparatus that provides air or oxygen from a supply carried by the user.

Dispersants
Those chemical agents that emulsify, disperse, or solublize oil into the water column or promote the surface spreading of oil slicks to facilitate dispersal of the oil into the water column.

Diversion Boom
A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to deflect or divert the product towards a pick up point, or away from certain areas.

Environmentally Sensitive Areas
Streams and water bodies, aquifer recharge zones, springs, wetlands, agricultural areas, bird rookeries, endangered or threatened species (flora and fauna) habitat, wildlife preserves or conservation areas, parks, beaches, dunes, or any other area protected or managed for its natural resource value.

Exclusion Zone
Same as hot zone, the area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

Explosive Range
Flammable range; the range of the mixture of air and flammable gas or flammable vapor of liquids that must be present in the proper proportions for the mixture to be ignited. The range has upper and lower limits; any mixture above the upper explosive limit or below the lower explosive limit will not burn.

Facility
Any pipeline, structure, equipment, or device used for handling oil including, but not limited to, underground and aboveground storage tanks, impoundments, mobile or portable drilling or workover rigs, barge mounted drilling or workover rigs, and portable fueling facilities located offshore or on or adjacent to coastal waters or any place where a discharge of oil from the facility could enter coastal waters or threaten to enter the coastal waters.

Federal Fund
The oil spill liability trust fund established under OPA.

First Responders, First Response Agency
A public health or safety agency (i.e., fire service or police department) charged with responding to a spill during the emergency phase and alleviating immediate danger to human life, health, safety, or

property.

Flashover
The ignition of combustibles in an area heated by convection, radiation, or a combination of the two. The action may be a sudden ignition in a particular location followed by rapid spread or a "flash" of the entire area.

F.2 DEFINITIONS, CONTINUED

Flash Point
The temperature at which a liquid fuel gives off sufficient vapor to form an ignitable mixture near its surface.

Foam
A blanket of bubbles that extinguishes fire mainly by smothering. The blanket prevents flammable vapors from leaving the surface of the fire and prevents oxygen from reaching the fuel. The water in the foam also has a cooling effect.

Hazardous Material
Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.

Hazardous Substance
Any substance designed as such by the Administrator of EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act.

Hazardous Waste
Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.

Higher Volume Port Area
Ports of:

- Boston, MA
- New York, NY
- Delaware Bay and River to Philadelphia, PA
- St. Croix, VI
- Pascagoula, MS
- Mississippi River from Southwest Pass, LA to Baton Rouge, LA
- Louisiana Offshore Oil Port (LOOP), LA
- Lake Charles, LA
- Sabine-Nachez River, TX
- Galveston Bay and Houston Ship Channel, TX
- Corpus Christi, TX
- Los Angeles/Long Beach Harbor, CA
- San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay to Antioch, CA

- Straits of Juan de Fuca and Puget Sound, WA
- Prince William Sound, AK

Hot (Exclusion) Zone
The area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

F.2 DEFINITIONS, CONTINUED

Hyperthermia
A dangerously high fever that can damage nerve centers. This condition can result from exposure to excessive heat over an extended period of time.

Ignition Temperature
The lowest temperature at which a fuel will burn without continued application of an ignition source.

Incident Commander (IC)
The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Incident Command System
A method by which the response to an extraordinary event, including a spill, is categorized into functional components and responsibility for each component assigned to the appropriate individual or agency.

Interim Storage Site
A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.

Lead Agency
The government agency that assumes the lead for directing the spill response.

Lead Federal Agency
The agency which coordinates the federal response to incidents on navigable waters. The lead Federal agencies are:

- **U. S. Coast Guard (USCG):** Oil and chemically hazardous materials incidents on navigable waters
- **Environmental Protection Agency (EPA):** Oil and chemically hazardous materials incidents on most inland waters and in the inland zone

Lead State Agency
The agency which coordinates state support to Federal and/or Local governments or assumes the lead in the absence of a Federal spill response.

Lower Flammable Limit
Minimum flammable concentration of a particular gas in the air.

Marine Transportation-Related Facility (MTR Facility)
An onshore facility, including piping and any structure used to transfer oil to or from a vessel, subject to

regulation under 33 CFR Part 154 and any deepwater port subject to regulation under 33 CFR Part 150.

Maximum Extent Practicable
The planning values derived from the planning criteria used to evaluate the response resources described in the response plan to provide the on-water recovery capability and the shoreline protection and clean-up capability to conduct response activities for a worst case discharge from a facility in adverse weather.

Maximum Most Probable Discharge (USCG)
A discharge of the lesser of 2,500 barrels or ten percent of the volume of a worst case discharge.

F.2 DEFINITIONS, CONTINUED

Medium Discharge **(EPA)**
Same as maximum most probable discharge.

National Contingency Plan
The plan prepared under the Federal Water Pollution Control Act (33 United States Code '1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code '9601 et seq), as revised from time to time.

Nearshore Area
The area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation (COLREG) lines) defined in '80.740 - 80.850 of Title 33 of the CFR.

Non-Persistent or Group I Oil
A petroleum-based oil that, at the time of shipment, consists of hydrocarbon fractions:

- At least 50% of which by volume, distill at a temperature of 340EC (645EF)
- At least 95% of which volume, distill at a temperature of 370EC (700EF)

Non-Petroleum Oil
Oil of any kind that is not petroleum-based. It includes, but is not limited to, animal and vegetable oils.

Offshore Area
The area beyond 12 nautical miles measured from the boundary lines defined in 46 CFR Part 7 extending seaward to 50 nautical miles, except in the Gulf of Mexico. In the Gulf of Mexico it is the area beyond 12 nautical miles of the line of demarcation (COLREG lines) defined in '80-740 - 80.850 of Title 33 of the CFR extending seaward to 50 nautical miles.

Oil or Oils
Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by P.L. 99-499.

Oil Spill Removal Organization (OSRO)
An entity that provides oil spill response resources, and includes any for profit or not-for-profit contractor, cooperative, or in-house response resources that have been established in a geographic area to provide required response resources.

Operating Area

The rivers and canals, inland, nearshore, Great Lakes, or offshore geographic location(s) in which a facility is handling, storing, or transporting oil.

Operating Environment
Rivers and canals, inland, Great Lakes, or ocean. These terms are used to define the conditions in which response equipment is designed to function.

Overhaul
A procedure following a fire whereby the area is examined for hidden fire and fire extension and the fire area is cleaned up.

F.2 DEFINITIONS, CONTINUED

Owner or Operator
Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.

Persistent Oil
A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as follows:

- Group II - specific gravity less than .85
- Group III - specific gravity between .85 and less than .95
- Group IV - specific gravity .95 to and including 1.0
- Group V - specific gravity greater than 1.0

Primary Response Contractor(s)
An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.

Qualified Individual(s)
An English-speaking representative(s) of the facility identified in the plan, located in the United States, available on a 24-hour basis, familiar with implementation of the facility response plan, and trained in his or her responsibilities under the plan. This person must have full written authority to implement the facility's response plan. This includes:

- Activating and engaging in contracting with identified oil spill removal organization(s)
- Acting as a liaison with the predesignated of Federal On-Scene Coordinator (FOCS)
- Obligating, either directly or through prearranged contracts, funds required to carry out all necessary or directed response activities

Regional Response Team
The Federal Response Organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOSC in the event of a major or substantial spill.

Reid Vapor Pressure Method
Method used by the American Society of Testing Materials to test vapor pressure. It is a measure of the volatility, or tendency to vaporize, of a liquid.

Responsible Party
Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately

before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.

Rivers and Canals
A body of water confined within the inland area that has a projected depth of 12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.

F.2 DEFINITIONS, CONTINUED

Skimmers
Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.

Slopover
An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid to froth and spatter.

Small Discharge (EPA)
Same as average most probable discharge.

Sorbents
Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.

Spill Management Team
The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spontaneous Ignition
A fire that occurs without a flame, spark, hot surface, or other outside source of ignition.

Staging Areas
Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

State Emergency Response Commission (SERC)
A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Static Electricity
Charges of electricity accumulated on opposing and usually moving surfaces having negative and positive charges, respectively. A hazard exists where the static potential is sufficient to discharge a spark in the presence of flammable vapors or combustible dusts.

Support Zone
Same as cold zone, an area free of contaminants so that personal protection equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Tornado Warning

A tornado has been sighted.

Tornado Watch
Conditions are favorable for tornados to form.

F.2 DEFINITIONS, CONTINUED

Unified Command
The method by which local, state, and federal agencies will work with the Incident Commander to:

- Determine their roles and responsibilities for a given incident
- Determine their overall objectives for management of an incident
- Select a strategy to achieve agreed upon objectives
- Deploy resources to achieve agreed-upon objectives

Warm (Contamination Reduction) Zone
A buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

Waste
Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

Wildlife Rescue
Efforts made in conjunction with federal and state agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

MAGELLAN
MIDSTREAM PARTNERS, L.P.

85 East Street/Hamden

Emergency Response Action Plan

Developed by:

TECHNICAL RESPONSE PLANNING
CORPORATION

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EMERGENCY RESPONSE ACTION PLAN

Last revised: December 16, 2010

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RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the Environmental, Health, Safety, and Training Department (EHS&T) in conjunction with the Area Supervisor/Manager of Operations.

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
12/13/2010	Section 1.3	
12/16/2010	Section 3 Figure 3.1-3, Appedix A Figure A.2-3 and ERAP Figure 3-2	
12/16/2010	Appendix D.7	

DISTRIBUTION LIST

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1.0 INTRODUCTION

1.1 Purpose / Scope of Plan

This 85 East Street/Hamden Emergency Response Action Plan (ERAP) provides guidelines to assist in managing an emergency. The primary goal of this Plan is to provide tools to enable an efficient, coordinated, and effective response to emergencies.

The ERAP is not meant to replace common sense or actions not specifically described herein. Responders should continually evaluate the effectiveness of actions called for in this Plan and make the appropriate adjustments based on past experience and training.

This ERAP contains tactical response plans that identify site-specific potential response strategies. Response strategies, equipment and manpower requirements and site conditions are based on conditions that were present during site assessments. Actual conditions at the time of a response may vary significantly and may necessitate the need for a different strategy and/or equipment requirements. The strategies and equipment lists contained in this plan should be used as guidelines only.

This document is intended to satisfy the requirements of 29 CFR 1910.38(a)(2) and 1910.120(l)(2) (OSHA Emergency Response Plan and Emergency Action Plan) and 40 CFR Part 112.20 (EPA Emergency Response Action Plan). Cross references for these regulations are located in **APPENDIX E** of the Spill Response Plan.

1.2 Plan Review and Updating Procedures

The ERAP will be reviewed and modified as appropriate to address new information.

Plan revisions will be numbered sequentially and entered on the Record of Changes Form. The change numbers, date, and description of change will also be entered on the form. These changes are then to be distributed to all plan holders on the Distribution List.

1.3 Facility Description

The 85 East Street Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum products (No. 2 fuel oil, asphalt, kerosene and diesel). Bulk products are principally received at the terminal by marine vessel at the terminal's vessel dock and transferred via product piping to bulk aboveground storage tanks located within the tank farm. Distribution of product is typically conducted at the terminal's truck loading racks or by transfer line.

The terminal is located at 85 East Street, New Haven, Connecticut at approximately (b) (7)(F) The terminal is situated on an approximately 26 acre parcel of land located on the northwest shore of New Haven Harbor at the mouth of the Quinnipiac River, adjacent to the Tomlinson Street Bridge. The terminal is bounded to the north by Water Street, to the northeast by Forbes Avenue, and to the west by East Street. The Long Wharf New Haven Maritime Center parking garage abuts the terminal to the southwest. The terminal has 17 above ground product storage tanks the largest with (b) (7)(F) of capacity. The 85 East terminal is connected to the

Hamden terminal by a 3 mile 8 inch diameter pipeline which acts as a satellite storage facility for 85 East.

The Hamden Terminal is a bulk petroleum terminal with operations principally consisting of the receipt, storage, and distribution of bulk petroleum product (No. 2 fuel oil). Bulk product transferred via pipeline from the 85 East Street Terminal to bulk aboveground storage tanks located at the Hamden Terminal. Distribution of product is conducted by transferring fuel oil back to the 85 East Street Terminal for distribution. These operations are performed several times per year.

The terminal is located at 265 Welton Street in Hamden, Connecticut at approximately (b) (7)(F) [redacted] The terminal is situated on an approximately 11.5 acre parcel of land located in Hamden, Connecticut (Figure 5). The terminal is bounded to the east and west by the AMTRAK Rail tracks, and to the south by a railroad maintenance yard operated by A&K Railroad Materials, Inc. and AMTRAK. A small pond and adjacent wetland areas (part of the Quinnipiac River flood plain) border the terminal to the north and east. The Quinnipiac River channel is located approximately 1,000 feet east of the terminal's tank farm. The terminal has 10 above ground distillate product storage tanks the largest with (b) (7)(F) [redacted] of capacity. The Hamden terminal is connected to the 85 East terminal by a 3 mile 8 inch diameter pipeline. There is no truck or marine loading at this terminal as the product is moved in or out of storage by the pipeline from 85 East terminal.

2.0 RESPONSE STEPS

Emergencies are unplanned, significant events or conditions that require time-urgent response from outside the immediate or affected area of the incident. Incidents that do not pose a significant safety or health hazard to employees in the immediate vicinity and that can be controlled by employees in the immediate area or affected facility are not classified as emergencies that would invoke the emergency plan.

2.1 Fire and/or Explosion

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST	
TASK	**INITIALS**
At a manned facility	
Evaluate the situation; approach cautiously from upwind; do not rush in	
Warnings, Notifications, and Evacuation: • Alert co-workers or others on-site; use alarm systems • Account for all personnel • Notify local police and fire departments (911), provide detailed information regarding material, product and equipment involved, wind direction • Notify the Qualified Individual and Operations Control • Notify the utility companies if on-site utilities, such as gas and electric, may be affected by the fire	
Site Control: • Account for all personnel; use an entry/exit log that includes names, company and time • Prepare evacuation routes and monitor incident for changes requiring evacuation • Keep outside personnel from entering the facility; enlist aid from law enforcement • Establish safety zones • Meet fire personnel at gate; have copy of emergency plans and data on affected tank(s) • Establish a safe media assembly area	
Fire Fighting: • Trained company personnel, firefighters, or fire and hazard control techs may attempt to extinguish the fire if it is in the incipient (early) stage and IF IT CAN BE DONE SAFELY; personnel should be prepared to evacuate if fire is beyond their capabilities to fight • If fire is too large for a Hazmat Tech to fight, the person sounding the alarm or making the phone call to 911 should stand by at a safe distance to direct the fire department and to keep personnel from entering the danger area	

Establish Command: • Establish Incident Command • Establish a Command Post and lines of communication; use radios and cell phones • Provide fire department with contact numbers or facility radio • Appoint a recorder	

Additional Resources:
 	
• Call in additional resources if on scene personnel and equipment are inadequate to handle the emergency
  • Air Monitoring contractors should be contacted for any large fire
  • Specialty Fire-fighting services
  • Oil Spill Removal Organizations (OSROs)	

Conduct a post-emergency evaluation and report	

2.1 Fire and/or Explosion, Continued

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED	
TASK	**INITIALS**
At an unmanned facility or on the pipeline right of way	
Handle the call	
Warnings and Notifications: • Notify local police and fire departments (911) • Notify the Qualified Individual and Operations Control • Notify the utility companies if on-site utilities, such as gas and electric, may be affected by the fire • Notify railroads or local emergency officials to halt traffic If roads or railroads are in the affected area	
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in	
Site Control: • Account for all personnel • Prepare evacuation routes and monitor incident for changes requiring evacuation • Keep outside personnel from entering area – enlist aid from law enforcement • Establish safety zones • Meet fire personnel at scene; have copy of emergency plans and data on affected lines	
Valves and Controls: • If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves outside the affected area • Stay in contact with Operations Control to update on valve closings	
Establish Command: • Establish Incident Command • Establish a Command Post and lines of communication -use radios and cell phones • Provide fire department with contact numbers	

• Appoint a recorder	
Additional Resources: • Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency • Air monitoring contractors should be contacted for any large fire • Specialty firefighting services • Oil Spill Removal Organizations (OSROs)	
Conduct a post-emergency evaluation and report	

2.2 Spill

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
First Person to Discover Spill		
Take appropriate action to protect life and ensure safety of personnel. Contact the appropriate local emergency responders or request the office to do so.		
Obtain the information necessary to complete the Release/Spill Report Form (**FIGURE 3-1**) and phone this information to the Magellan Spill Reporting number to make appropriate regulatory notifications.		
Notify the Qualified Individual, and if necessary, the Operations Control Center.		
Immediately shutdown pipeline (if applicable). Remotely controlled motor operated valves will be closed by the Operations Center as soon as a leak is detected.		
Secure the scene: 1. Isolate the spill scene to assure the safety of people and the environment. Establish a SECURITY PERIMETER with barriers, roadblocks and fencing if possible. Keep non-essential personnel and onlookers outside the SECURITY PERIMETER. As soon as possible, assign security personnel to monitor roadblocks and other barriers, keep records of arriving responders, and to deny entry to unauthorized personnel. 2. Establish an EXCLUSION ZONE encompassing all free liquids, hazardous vapors, or any potential hazards such as fire or explosion. As soon as possible define the Hotline with a physical barrier (such as warning tape), and if possible upgrade the hotline to safety fencing as soon as materials are available. 3. All responders inside the SECURITY PERIMETER should wear high-visibility reflective vests for identification purposes. 4. Personnel should not be permitted to enter the EXCLUSION ZONE unless they are wearing appropriate PPE, and have been directed by the Incident Commander to cross the Hotline.		
Qualified Individual		
Assume role of Incident Commander until relieved.		
Conduct preliminary assessment of health and safety hazards.		
Evacuate non-essential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if		

necessary).		
Notify Local Emergency Responders, if necessary.		
Call out spill response contractors (**FIGURE 3-2**).		

2.2 Spill, Continued

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Qualified Individual, Continued		
If safe to do so, direct facility responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, etc. Keep drivers away from truck rack if spill occurs there.		
If safe to do so, direct facility responders to shut down and control the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) are within safe levels before sending personnel into the spill area.		
If safe to do so, direct facility responders to stabilize and contain the situation. This may include berming or deployment of containment and/or sorbent boom.		
For low flash oil (<100^{o}F); consider applying foam over the oil, using water spray to reduce vapors, grounding all equipment handling the oil, and using non-sparking tools.		
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.		
Environmental Specialist		
Notify appropriate regulatory agencies per the state reporting matrix, and update any significant changes (**FIGURE 3-2**).		
Send out initial release report to Company personnel.		
Work assigned role in spill management team, as needed.		
Contact environmental contractors, as needed.		
Incident Commander/Qualified Individual		
Activate all or a portion of Spill Management Team (SMT) (as necessary). Environmental Specialist will maintain contact with notified regulatory agencies.		
Ensure the SMT has mobilized spill response contractors (if necessary). It is much better to demobilize equipment and personnel, if not needed, than to delay contacting them if they are needed.		
Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted. (Refer to **SECTION 5** of the Spill Response Plan for documentation.)		

Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in **SECTION 2.1.3** and **SECTION 2.1.4** of the Spill Spill Response Plan. Send photographer / videographer, if safe.		

2.2 Spill, Continued

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
SECONDARY RESPONSE ACTIONS (Refer to SMT job descriptions in **SECTION 4.6** of the Spill Response Plan)		
FACILITY SPECIFIC RESPONSE CONSIDERATIONS (Refer to **SECTION 6** of the Spill Response Plan for maps and sensitivity information).		

SITE SPECIFIC ACTIONS	
DOCUMENT ALL ACTIONS TAKEN	**INITIALS**
First Priority	
Account for all personnel and visitors.	
Identify and assess fire/safety hazards.	
Second Priority	
Secure spill source if possible.	
Assure all required notifications are conducted.	
Secure all drainage leading from facility.	
Third Priority	
Facility drainage and secondary containment will be adequate to contain a spill of small or medium size, preventing it from reaching New Haven Harbor or Quinnipiac River. Once the spill has been contained, resources are present at the facility to recover spilled product, safety conditions permitting.	
If unable to contain spill to facility property, refer to SECTION 6.8 of the FRP or SECTION 9.0 of the ERAP for location of strategy.	
Once deployment of response equipment has been completed, initiate recovery of product.	
Upon arrival of SMT, assure all information is accurate and complete prior to being released.	
Assure proper documentation has been completed from initial discovery of spill to finish; reference **SECTION 5** in the **Spill Response Plan.**	

2.2 Spill, Continued

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Cold Weather Response		
PPE is essential; use a layered approach • Base Layer - lightweight, snug fitting, and has the ability to wick perspiration away from the body (silk, polypropylene, etc.) • Mid Layer - insulating and wicking material (fleece, wool, microfiber, etc.) • Waterproof Outer Layer - wind proof, water repellant material, breathable (nylon, gore-tex, down, etc.) • Footwear - thin socks (nylon, silk, wool), heavier socks (wool), overboots (rubber, waterproof & insulated) • Hand and Head Protection - layer with liners and waterproof shells as appropriate, 40-80% of heat loss is through the head (gore-tex, fleece, wool, down, etc.) Remember the COLD method; Clean (keep insulating layers clean), Overheating (adjust layers of clothing as needed), Loose Layers (wear several layers that don't impede circulation), Dry (stay dry, avoid cotton).		
Watch for signs of hypothermia (shivering, apathy, slurred speech, confusion, poor coordination and unconsciousness). Call for medical assistance if symptoms are present.		
If spill involves a water body, assess water body conditions including: • Location of release and product • Current and direction of movement (spill movement will be slower under ice)		
Conducting oil recovery operations on iced bodies of water can be dangerous. Only personnel or OSROs trained in cold weather response tactics should undertake this type of effort.		
Rules and Tactics for Ice recovery operations by trained and qualified personnel: • Always use a buddy system and wear harnesses when working on ice. • Do not stand over slotted ice.		

• Determine thickness of ice (A powered auger can be used to determine ice conditions). Note: River Ice will be less stable than Lake Ice. • Slotting involves cutting and removing ice blocks at a 30 degree angle to the current. The end of the slot should be wide enough to house an oil skimmer. • Slots should be cut with a slight "J" curve to provide current slow toward the shoreline recovery area. • Effective barriers can be installed by augering holes next to each other and installing plywood sheets to divert product to a sump area.		

2.2 Spill, Continued

RESPONSE ACTION	PERSON TAKING ACTION (INITIALS)	DATE/TIME ACTION TAKEN
Cold Weather Response		
Snow can absorb released product. Depending on the moisture content of the snow, it can act as a wick, pulling product away from the release site. Impacted snow can be addressed by techniques including: • Temporary storage in a side dump to reduce or eliminate any leakage from melting snow or product • Stockpiling under a rack so melt water and product drain to a sump • Using a "thawzall" heating system to melt snow stockpiled under a rack or in a side dump.		
Well-compacted snow lined with plastic can be used as a berming material.		
Employ standard spill response procedures, including: • Establish incident command. • Making proper notifications. • Identify and Isolate the source. • Monitor weather conditions. • Use appropriate PPE. • Monitor vapors. • Establish site control.		

2.3 Evacuation

EVACUATION CHECKLIST	
TASK	**INITIALS**
Request assistance from off-site agencies; convey Command Post's location	
Assemble personnel at predetermined safe location: upwind/up gradient of release (regrouping area)	
Account for Company and contractor personnel	
Assess casualties (number/type/location)	
Determine probable location of missing personnel	
Secure site, establish re-entry point and check-in/check-out procedures	
Develop list of known hazards (confined spaces, electrical hazards, physical hazards, vapors, oxygen deficiency, fire/explosion, etc.)	
Monitor situation (weather, vapors, product migration) for significant changes	
Assist in developing a Rescue Plan, if necessary	

2.3 Evacuation, Continued

EVACUATION FACTORS	
FACTOR	**DESCRIPTION**
Stored material location	• Located in oil storage area • Identified in facility Plot Plan (**SECTION 5.0**)
Spilled material hazards	• Hazard is fire/explosion
Water currents, tides or wave conditions	• Not applicable
Evacuation routes	• Routes are summarized on Evacuation Plan Diagram (**FIGURE 5-2**) • Criteria for determining safest evacuation routes from facility may include: wind direction, potential exposure to toxins and carcinogens, intense heat, potential for explosion/fire, and blockage of planned route by fire, debris, or released liquid
Alternate evacuation routes	• Alternate routes may exist; refer to Evacuation Plan Diagram (**FIGURE 5-2**)
Injured personnel transportation	• Emergency vehicles can be mobilized to the facility
Alarm/Notification system location	• Air horn will be used as notification of an emergency situation • One three-second blast = emergency constituting evacuation of location • Three one-second blasts = emergency constituting going to a designated weather shelter
Community evacuation plans	• Company may request local police, county sheriff and/or state police assistance. Community evacuations are the responsibility of these agencies. ○
Spill flow direction	• The spill flow direction for the 85 East Street Terminal is east and south, while the spill flow direction for the Hamden Terminal is northeast. • Identified in facility drainage diagram (**FIGURE 5-1**)

Prevailing wind direction and speed	• Typical spring and summer weather consists of light breezes in the morning and brisk winds (10 to 15 knots) in the afternoon, usually diminishing at dusk. As the day progresses, the prevailing southwest wind becomes stronger as it travels over the water. Occasional brief thunderstorms in the summer can bring winds gusting to 50 knots. In the fall, one can expect northeast storms lasting up to three days with high winds and cold rain. • Because wind direction varies with weather conditions, consideration for evacuation routing will depend in part on wind direction

(b) (7)(F)

[redacted]

2.3 Evacuation, Continued

EVACUATION FACTORS, CONTINUED	
FACTOR	DESCRIPTION
(b) (7)(F) [redacted]	
Mitigation Command Center location	• Initial Command Center located at Terminal Office building for the Hamden Terminal • Mobile Command Posts may be established as necessary
Facility Shelter Location	• Terminal Office building • Not a safe harbor from fires, explosions, vapor clouds, or other significant emergencies; however, may be used for temporary shelter from inclement weather
Directions to nearest medical facility	Directions to Yale-New Haven Hospital and St. Raphael Hospital : • To Yale-New Haven Hospital in New Haven, Connecticut from 85 East Street Terminal: ? Left onto East Street ? Right onto Water Street ? Left onto Brewery Street to SR-34W access ramp ? Right onto access ramp onto SR-34W to the first exit ? Exit and merge onto N Frontage Road to College Street ? Left onto College Street to Congress Avenue ? Right onto Congress Avenue to Cedar Street ? Right onto Cedar Street to 333 Cedar Street • To St. Raphael Hospital in New Haven, Connecticut from 85 East Street Terminal: ? Left onto East Street ? Right onto Water Street ? Left onto Brewery Street to SR-34W access ramp ? Right onto access ramp onto SR-34W to Howe Street ? Right onto Howe Street to stay on SR-34W ? Left onto Chapel Street to stay on SR-34W to 1450 Chapel Street • To Yale-New Haven Hospital in New Haven, Connecticut from 265 Welton Street Terminal: ? South on Welton Street toward Benton Street ? Right onto Atlas Street ? Left onto State Street ? Take the Interstate 91 South ramp (towards Interstate 95) and merge onto I-91 South ? Take exit towards Downtown New Haven (SR-34 W) and merge onto SR-34 W ? Exit and merge onto N Frontage Road to College Street ? Left onto College Street to Congress Avenue ? Right onto Congress Avenue to Cedar Street ? Right onto Cedar

Street to 333 Cedar Street

- To St. Raphael Hospital in New Haven, Connecticut from 265 Welton Street Terminal: ? South on Welton Street toward Benton Street ? Right onto Atlas Street ? Left onto State Street ? Take the Interstate 91 South ramp (towards Interstate 95) and merge onto I-91 South ? Take exit towards Downtown New Haven (SR-34 W) and merge onto SR-34 W ? Right onto access ramp onto SR-34W to Howe Street ? Right onto Howe Street to stay on SR-34W ? Left onto Chapel Street to stay on SR-34W to 1450 Chapel Street

(b) (7)(F)

[redacted]

2.4 Medical

MEDICAL CHECKLIST	
TASK	**INITIALS**
Summon Emergency Medical Services (EMS) to the scene	
Do not move the patient unless a situation (such as a fire) threatens their life	
If trained, provide first aid until the EMS arrives at the scene	
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrives at the scene	
The rescuer's role includes: • Removing the patient from any situation threatening their life or the lives of rescuers • Correcting life-threatening problems and immobilizing injured parts before transporting the patient • Transporting the patient in a way that minimizes further damage to injured parts • Administering essential life support while the patient is being transported • Observing and protecting the patient until medical staff can take over • Administering care as indicated or instructed	

2.5 Tornado

TORNADO CHECKLIST	
TASK	**INITIALS**
Use television or radio to monitor news weather reports	
When a tornado warning is issued, sound the local alarm	

Tornado Watch:
• Tornado watch means conditions are favorable for tornadoes
• Monitor television, radio or weather alert radio reports for approaching storms
• Be prepared to take action if the watch is upgraded to a warning
• Pre-Identify facility shelter locations
  • Sturdy building
  • Bottom floor
  • Innermost room with the maximum number of walls between occupants and outside
  • Minimum number of windows	

Tornado Warning: • Tornado warning means a tornado has been sighted. A warning may come from emergency officials but may also come from facility personnel who site a funnel formation and hear a roar similar to a jet engine • **People in its path should take shelter immediately** • Sound the local alarm • Have location personnel report to a designated shelter area • Consider shutting down operations if it can be done safely • Account for all personnel • Take shelter; under furniture using arms to protect head and neck	
After High Winds or Tornadoes: • Account for all personnel; check for injuries and contact emergency medical assistance, if needed • Evaluate the facility • Use caution when entering damaged buildings • Check for down power lines • Update Operations Control and the Qualified Individual/Supervisor	
Perform Initial Response Actions functions as stated in **FIGURE 2-1** of the Spill Response Plan	

Conduct post-emergency evaluation and report	

2.6 Flood

FLOOD CHECKLIST	
TASK	**INITIALS**
Perform continuous monitoring of the situation by listening to radio and/or television reports • Flash flood watch means flooding is possible • Flash flood warning means flooding is occurring or is imminent	
Update the Qualified Individual/Supervisor and Operations Control when flooding is imminent	
Establish an evacuation plan (**SECTION 2.3**)	
Take preliminary actions to secure the facility before flooding and mandatory evacuation	
Consider having sandbags brought to sites that could be affected by the flooding	
Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area	
Remove product from underground storage tanks (i.e., sumps and separators, if applicable) and replace with water to prevent them from floating out of the ground	
Keep at least a normal bottom in all above ground tankage, more if possible	
If time allows, consider removing pumps and motors that may be affected by a flood	
Plug all rack drains and facility drains connected to the sump	
Anchor all bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable)	
Monitor locations of sample bottles	
Remove all vehicles from potential flood area	
Maintain contact with OSROs before and during flooding conditions	
Locate power generators before flooding is imminent	
Update Qualified Individual/Supervisor and Operations Control on facility status	
Back up computer files	
Remove assets such as files, computers, and spare parts	
Shut off high voltage power and natural gas lines	
Close all valves on product and additive storage tanks	
Before evacuation, know where all the employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur	

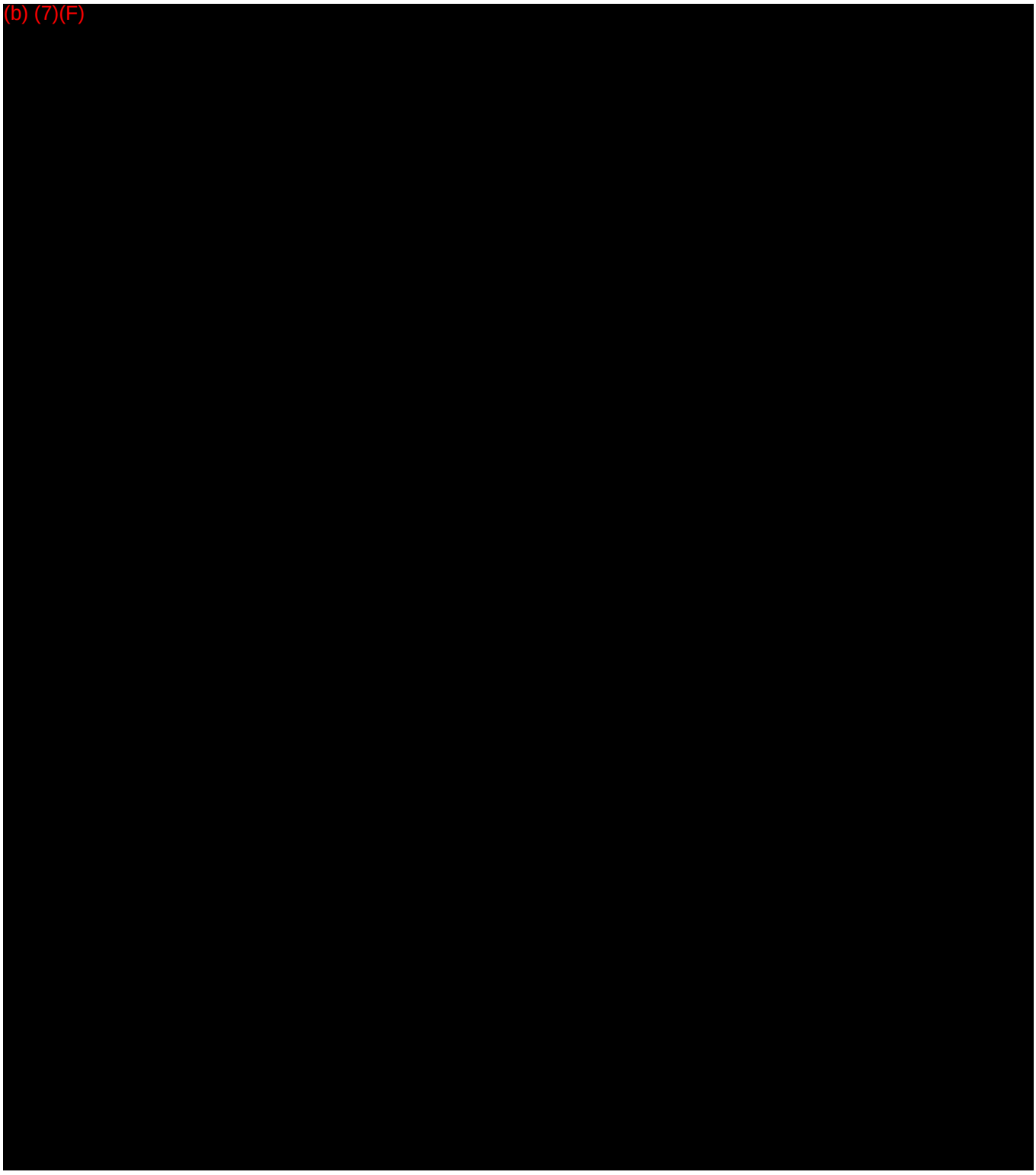
Conduct a post-emergency evacuation and report	
Maintain hazards awareness: • Structural damage • Downed power lines • Leaking natural gas, water, and sewer lines • Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture • Avoid direct contact with flood water, mud, and animal carcasses	

2.7 Ice/Snow Storm

ICE/SNOW STORM CHECKLIST	
TASK	**INITIALS**
Monitor news and weather reports on television or the radio	
Alert co-workers or others on-site that severe weather is approaching	
Be aware of the dangers posed by ice and snow falling from equipment	
Be aware of product release danger posed by ice falling on exposed piping	
Monitor ice and snow accumulation on tanks	
Obtain snow or ice removal equipment	
Obtain generators, if necessary to re-power facilities	
Use cold weather response techniques when responding to product spills as released product may flow under ice or snow	
Establish and maintain communication with personnel in remote areas	
Ensure that vehicles have a full tank of gas and are functioning (heater, windshield wipers, etc.)	
Consider limiting vehicle traffic	
Obtain fresh water supplies	
Notify the supervisor/Qualified individual and Operations Control if the facility loses power or is otherwise unable to operate	

2.8 Bomb Threat

(b) (7)(F)



2.9 Hurricane Preparedness

Refer to Terminals separate Hurricane Preparedness Plan if applicable

2.10 FLAMMABLE VAPOR CLOUD RELEASE RESPONSE ACTION CHECKLIST

Not applicable at this facility.

2.11 HYDROGEN SULFIDE (H_2S) RELEASE

Not applicable at this facility.

3.0 NOTIFICATIONS

FIGURE 3-1 - RELEASE/SPILL REPORT FORM

Call Magellan Spill Reporting at 1-877-852-0015 to report all releases (suspected or confirmed)

Is this a drill: Type of Drill: MAGELLAN MIDSTREAM PARTNERS, L.P.

Reporter's Name: Report Time:

Please provide the correct spelling

Phone Number: Job Title:

Date Release Occurred:

Month Day Year State

Material:

CHRIS Code

*Released to:

Define Other:

Estimated Released	0	(gallons)
Estimated Discharge to Water	0	(gallons)
Estimated Free Liquids Recovered	0	(gallons)
Estimated Amount Recovered Soil	0	(gallons)
Estimated Total Amount Recovered	0	(gallons)
Estimated Amount Not Recovered	0	(gallons)

Note: *For a release to be contained inside of a "dike" it must be a permanent dike designed specifically to contain releases.

Was maintenance being performed at the time of the incident? Intentional Blowdown?

Release Reportable? Waterway Affected? Waterway Name:

Report	Date	Number	Time	Name	Title	City	State
NRC ☐							
SERC ☐							
	Was a written report requested?			Time Frame	Days		
TNRCC ☐							
	If a written report is requested, do not provide it. Contact Environmental Specialist.						

LEPC ☐							
Other ☐							

Facility Name Release Occurred: | Facility Type:

Did release occur on loading rack or non-breakout tank/piping? | If yes, Ignore Pipeline Information

AND/OR

Pipeline Name Release Occurred:

Pipeline Interstate Asset?

Incident Description: (Include details of container type, and facility and container volumes in gallons, and the distance and direction from the nearest city in miles and degrees)

Response Actions:

Impact: (Include description of the medium affected and any relevant additional information; and in addition, provide the details of any evacuations, including the number of persons evacuated)

FIGURE 3-1 - RELEASE/SPILL REPORT FORM, CONTINUED

Call Magellan Spill Reporting at 1-877-852-0015 to report all releases (suspected or confirmed)

Release Discovered by: Discover Time:

Release Verified: Verification Time: Release Stop Time:

BU: District: Area:

Area Supervisor: Asset Integrity Contact: (COM/Maint Supervisor)

Address of Release: City:

Nearest City: County: Zip Code:

Caller's E-mail Address: Provide spelling of e-mail address.

Pipeline Address:

Section Township Range Milepost Tract #

Latitude Longitude

Engineering Stationing Number:

Origin of Release:

Cause (pre-investigation) Check all that apply:

- ☐ Third Party Damage
- ☐ Internal Corrosion
- ☐ External Corrosion
- ☐ Natural Forces
- ☐ Human Error - Contractor
- ☐ Human Error - Company Personnel
- ☐ Human Error - Driver
- ☐ Pipe or Weld Failure - Other than Corrosion
- ☐ Equipment Failure
- ☐ Unknown
- ☐ Other

Did weather affect the release in any way? ☐ Yes ☐ No If Yes, Explain:

Temp | Relative Humidity | Precipitation:

Cloud Cover | Wind Speed | Wind Direction:

Injury | Fire | Fatality | Explosion | Unconsciousness

Injury Requiring Hospitalization? | Significant News Coverage:

Incident Classification: | Loss/Damage Estimate:

Loss and damage estimate should include all costs associated with clean-up (maintenance, cleanup, product loss).

Environmental Contact for release:

Safety Contact for this release:

Form completed by: | Completion Date:

Latest revision date for form 06/16/08

Replaces previous revision date 02/20/04

Magellan Midstream Partners, L.P.
One Williams Center, P.O. Box 3102
Tulsa, OK 74172

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS

*24 Hour Number

FACILITY RESPONSE TEAM		
NAME/TITLE	**PHONE NUMBER**	**RESPONSE TIME (hours)**
Daniel Stokes Supv Area **Qualified Individual**	203/466-4427 (Office) (b) (6) (Home) 203/804-7011 *(Mobile)	0.50
James Bacon Supv Operations II **Qualified Individual**	203/466-4425 (Office) (b) (6) (Home) 203/804-6288 *(Mobile)	0.50
Brien Pledger Supv Operations II **Qualified Individual**	203/466-4418 (Office) (b) (6) (Home) 203/710-0175 *(Mobile)	0.50

Refer to **APPENDIX A, FIGURE A.2-3** of the Spill Response Plan for personnel training records.
Refer to **FIGURE 1-1** of the Spill Response Plan for last date revised.

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

EMERGENCY RESPONSE PERSONNEL						
NAME/TITLE	**PHONE NUMBER**	**RESPONSE TIME (hours)**	**RESPONSIBILITY DURING RESPONSE ACTION**	**RESPONSE TRAINING TYPE[1]**		
				1	**2**	**3**
Daniel Stokes Supv Area **Qualified Individual**	203/466-4427 (Office) (b) (6) (Home) 203/804-7011 * (Mobile)	0.50	Spill Management Team	x		x
James Bacon Supv Operations II **Qualified Individual**	203/466-4425 (Office) (b) (6) (Home) 203/804-6288 * (Mobile)	0.50	Spill Management Team	x		x
Brien Pledger Supv Operations II **Qualified Individual**	203/466-4418 (Office) (b) (6) (Home) 203/710-0175 * (Mobile)	0.50	Spill Management Team	x		x
Rick Bondy ER Preparedness Prog Coordinator	918/574-7363 (Office) (b) (6) (Home) 918/629-8207 * (Mobile)	12	SMT Coordinator	x	x	
William Gilbert Safety Representative II	203/466-4481 (Office) (b) (6) (Home) 203/710-8964 * (Mobile) 203/867-1465 (Pager)	0.50	Safety Representative	x	x	x
Chris Nelson Environmental Specialist II	918/574-7380 (Office) (b) (6) (Home) 918/706-6162 * (Mobile)	12	Agency Liason	x		
Bruce Heine	918/574-7010 (Office) (b) (6) (Home)		Spill management			

Dir Government & Media Affairs	918/645-8989 * (Mobile)	12	team - media relations	x	x	

EMERGENCY RESPONSE TRAINING TYPE	
TYPE	**DESCRIPTION**
1	29 CFR 1910.120 HazWoper
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Refer to **APPENDIX A** of the Spill Response Plan for training dates.

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

EMERGENCY RESPONSE CONTRACTORS						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE[1]		
				1	2	3
Moran Environmental Recovery (formerly Fleet Environmental Services)	(800) 562-7611	1	Containment recovery operations	x	x	
United Industrial	(888) 276-0887	1	Spill Response	x	x	x
Sea Support	(203) 467-1590	1	Boom Deployment	x	x	x
Connecticut Tank	(888) 304-8265 (203) 384-6020	1	Vac Trucks, Excavating Equipment	x	x	x

EMERGENCY RESPONSE TRAINING TYPE	
TYPE	DESCRIPTION
1	29 CFR 1910.120 HazWoper
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

NOTE: Refer to **APPENDIX A** of the Spill Response Plan for training dates.

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
Magellan Spill Reporting	(877) 852-0015*	
National Response Center (NRC)	(800) 424-8802* (202) 267-2675*	
Recommended		
Federal Agencies		
FEMA Region I	(617) 223-9555	
Occupational Safety and Health Administration (OSHA)	(860) 240-3152	
Regional Response Center (EPA REGION I)	(617) 723-8928	
U.S. Coast Guard 24-hour Response	(203) 468-4444	
U.S. Fish and Wildlife	(860) 399-2513	
State Agencies		
Connecticut State DEP 24-hour Spill Response	(860) 424-3338	
Connecticut State Police	(203) 393-4200	
CT State Emergency Response Commission (SERC)	(860) 424-3373	
Hamden, CT Fire Marshall	(203) 407-3182	
New Haven, CT Fire Marshall	(203) 946-6232	
Local Agencies		
Hamden Local Emergency Planning Committee (LEPC)	(203) 407-5880	
New Haven Local Emergency Planning Committee (LEPC)	(203) 946-8224	

Police Departments		
~~Police (Hamden, CT)~~	~~911~~ (203) 230-4000	

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
Police Departments		
Police (New Haven, CT)	911 (203) 946-6316	
Fire Departments		
Fire Emergency (Hamden, CT)	911	
Fire Emergency (New Haven, CT)	911 (203) 781-8200	
Emergency Medical Services		
Hospital of St. Raphael (New Haven, CT)	(203) 789-3464	
Yale-New Haven Ambulance (New Haven, CT)	911*	
Yale-New Haven Hospital (New Haven, CT)	(203) 688-4171	
Natural Resource Trustees		
Natural Resource Trustee ? Dept. of Interior (Andrew Raddant)	(617) 223-8565	
Service Providers		
AMTRACK ? Chief Train Dispatcher (New Haven to Boston)	(800) 243-1255	
AMTRACK ? Operations Center	(800) 424-0217 ext. 2308	
AMTRACK ? Police	(800) 331-0008	
Army Corps of Engineers (New England Division)	(978) 318-8220	
Buckeye Pipe Line Company	(484) 232-4000	
Center for Toxicology & Environmental	(615) 591-6616	

Health (CTEH)		
Chemtrec	(800) 424-9300	
Connecticut Tank	(888) 304-8265 (203) 384-6020	

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
Service Providers		
EAGLE 1 ? Emergency Service Helicopter	(203) 254-4800 (203) 254-4808 911	
Metro North	(800) 724-3004	
New Haven Harbor Cooperative	(203) 466-4425	
NOAA	(631) 924-0517	
Sea Support	(203) 467-1590	
Sikorski ? Bridgeport	(203) 576-8163	
United Industrial	(888) 276-0887	
Williams Fire & Hazard Control (Tank Firefighting & Equipment)	281-999-0276 409-727-2347	
USCG Classified OSRO's		
Moran Environmental Recovery (formerly Fleet Environmental Services) Berline, CT	(800) 562-7611	
Radio Stations		
Radio Station ? WELI (960 AM)	(203) 281-9600	
Television Stations		
Television Station ? WTNH (Channel 8)	(203) 784-8888	
Weather		
Local Weather Station	(631) 924-0517	

National Weather Service (Weather Info.)	(508) 822-0634	
Aviation Companies		
Bradley International Airport	(860) 627-3001	
Tweed New Haven Airport	(203) 466-8833	

FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
Waste Management		
Aggregate Recycling Corp. EPA I.D. No.: MED 982546699	(207) 439-5584 (207) 439-5586 FAX 1-800-639-7303	
American Reclamation Corp. EPA I.D. No.: MAD 982201055	(508) 248-3777 (508) 248-7701 FAX	
Brox Industries EPA I.D. No.: MAD 985267798	(978) 454-9105 (978) 805-9720 FAX	
Brox Industries EPA I.D. No.: NHD 982769291	(603) 889-6174 (603) 598-8853 FAX	
Clean Earth	(215) 428-1700 (215) 428-1704 FAX	
Clean Harbors Environmental Services, Inc. USEPA I.D. No.: MAD 039322250	(781) 792-5000 1-800-444-4244	
Clean Harbors of Braintree	(781) 380-7100 (781) 380-7190 FAX 1-800-645-8265	
Clean Harbors of Connecticut, Inc. USEPA I.D. No.: CTD 000604488	(860) 583-8917	
Clean Harbors of Natick, Inc. USEPA I.D. No.: MAD 980523203	(617) 849-1800	
E.I. Dupont, Co. EPA I.D. No.: NJD 002385730	(609) 540-3747 (609) 540-3657 FAX	
Environmental Recovery EPA I.D. No.: PAD 987266749	(717) 393-2627 (717) 393-0432 FAX	

Hitchcock Gas Engine Co., Inc. EPA I.D. No.: CTD 002593887	(203) 334-4812 (203) 334-1439 FAX	
Mount Hope Asphalt Corp. EPA I.D. No.: NYD 147300135	(516) 727-6666 (516) 727-9692 FAX	
Phoenix Soils, Inc.	(203) 759-0053	
Soil Remediation of Philadelphia, Inc. EPA I.D. No.: PAD301220	(215) 724-5683	

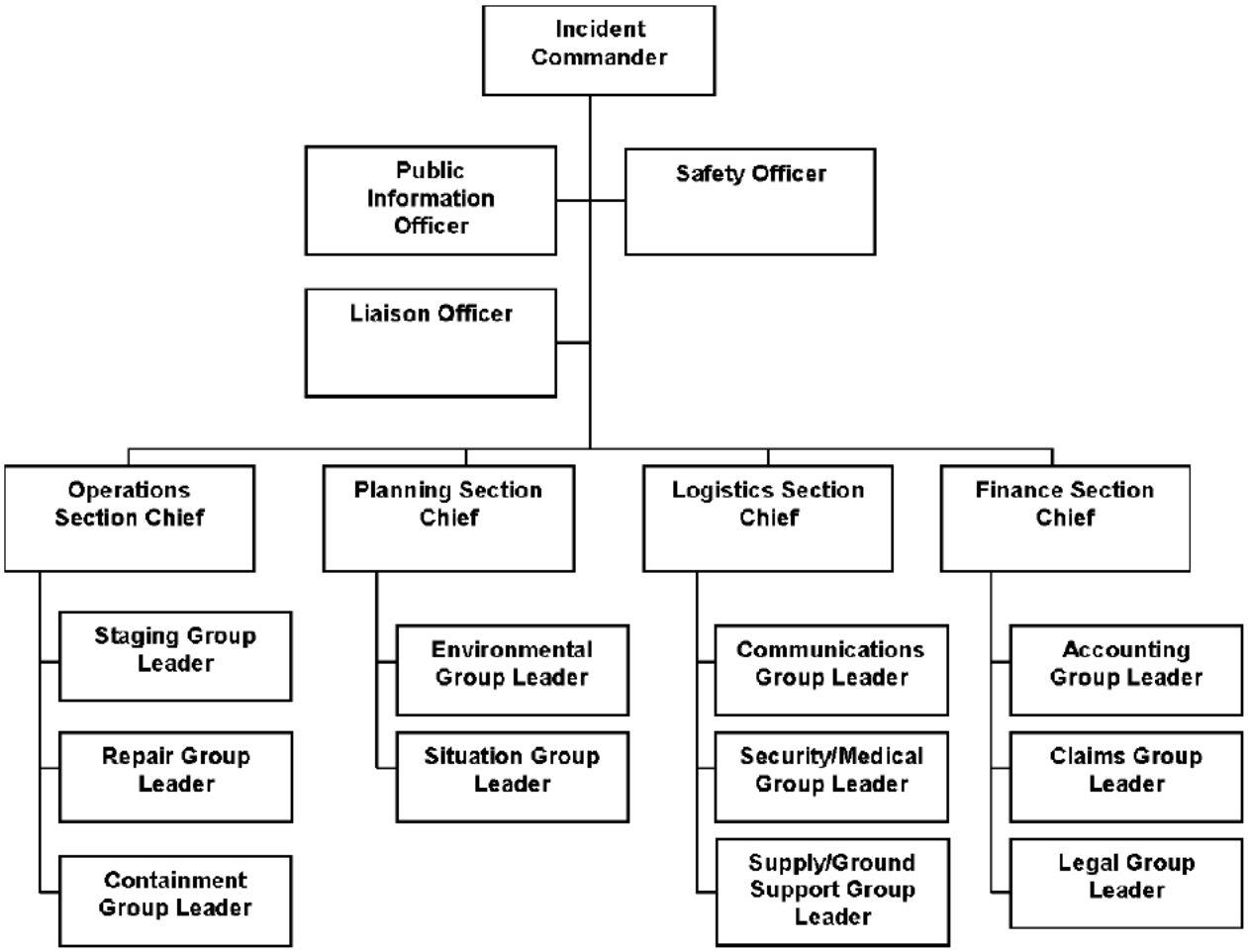
FIGURE 3-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
Waste Management		
Ted Ondrick Construction EPA I.D. No.: MAD 000015280	(413) 592-2081 (413) 592-7451 FAX	
United Oil Recovery, Inc. EPA I.D. No.: CTD 021816889	(203) 238-6745 (203) 630-2503 FAX	
Wildlife Rehabilitation		
CT Fish and Wildlife	(860) 424-3000	
Water Intakes		
New Haven Regional Water Authority	(203) 624-6671	
Water Intakes/PSEG	(203) 974-5028	
Neighboring Facilities		
Gateway Terminal	(203) 467-1997	
Getty Petroleum Marketing, Inc.	(203) 467-2536	
Gulf Oil, L.P.	(203) 467-2581	
Logistec Connecticut, Inc.	(203) 469-1391	
Motiva Enterprises LLC	(203) 468-4000	
New Haven Terminal, Inc.	(203) 468-0805	
PSEG	(203) 974-5028	
R&H Terminal	(203) 466-2002	

4.0 RESOURCES

FIGURE 4-1 - RESPONSE TEAM ORGANIZATION CHART*



***Note:** Job descriptions for each SMT member are provided in the **SECTION 4.6** of the Spill Response Plan.

FIGURE 4-2 - FACILITY EQUIPMENT*

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS/ABSORPTION CAPACITY	LOCATION AT FACILITY
Fire Fighting Equipment	Water Hydrants	2			Operational	See Hamden Terminal Plot Plan
Fire Fighting Equipment	Muster Area	1			Operational	See Hamden Terminal Plot Plan
Fire Fighting Equipment	USCG Jurisdiction Valves	1			See Hamden Terminal Plot Plan	See Hamden Terminal Plot Plan
Fire Fighting Equipment	ABC Fire Extinguisher	2	20 lb.		Operational	Near light pole located between Tanks No. 1H and 3H - Hamden Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	5 lb.		Operational	Lower floor of Hamden Terminal Office
Personal Protection Equipment	Rubber boots, hip boots, aprons	Various		As needed	Operational	85 East Street and 280 Waterfront Street
Boom	Spill Containment Boom	1,000 ft.		As Needed	Operational	Co-op Spill Trailer #2 (85 East Street Terminal).
Booms	Spill Containment Boom	1,000 ft.		As Needed	Operational	Permanently deployed at vessel dock - 85 East Street Terminal
Booms	Spill	400 ft.		As Needed	Operational	Deployed

	Containment Boom					around docked vessel during each product transfer - 85 East Street Terminal
Communication Equipment	Hand-Held Radios (Intrinsically Safe)	10		Various	Operational	280 Waterfront Street
Fire Fighting Equipment	Foam Hose Connections	10			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Fire Department Connections	1			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Water Hydrants	2	200 psi		Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Foam Concentrate Tanks (1,155 gallon 3% foam conc.)	1			Operational	Foam House - 85 East Street Terminal
Fire Fighting Equipment	Sprinkler Activation Switches	2			Operational	Terminal Office and Foam House - 85 East Street Terminal
Fire Fighting Equipment	Fire Protection System Activation Switches	2			Operational	Terminal Office and Foam House - 85 East Street Terminal
Fire Fighting Equipment	Foam Chambers	18			Fire Fighting Equipment: 85 East Street Terminal	See 85 East Street Terminal Plot Plan

Fire Fighting Equipment	Muster Area	1			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	USCG Jurisdiction Valves	4			Operational	See 85 East Street Terminal Plot Plan
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Vessel dock near dolphin no. 1 - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Vessel dock near midway point - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Vessel dock main platform near dock walkway - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	125 lbs.		Operational	Vessel dock main platform near control station (wheeled) - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Vessel dock control station - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	20 lb.		Operational	Heavy Oil Tank Farm near pump pad control house - 85 East Street Terminal

Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	2	20 lb.		Operational	Metal Building No. 6 - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	125 lb.		Operational	Liquid asphalt loading rack (wheeled) - 85 East Street Terminal
Fire Fighting Equipment	CO2 Fire Extinguisher	1	20 lb.		Operational	Foam house - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	5 lb.		Operational	Terminal office (lower floor) - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	10 lb.		Operational	Terminal office (lower floor) - 85 East Street Terminal
Fire Fighting Equipment	ABC Fire Extinguisher	1	20 lb.		Operational	Terminal office (upper floor/control room) - 85 East Street Terminal
Fire Fighting Equipment	Halon Fire Extinguisher	1	5 lb.		Operational	Terminal office (upper floor/control room) - 85 East Street Terminal
Fire Fighting Equipment	Standard dry chemical Fire Extinguisher	1	30 lb.		Operational	Upper floor of Hamden Terminal Office
Fire Fighting Equipment:	ABC Fire Extinguisher	2	20 lb.		Operational	Liquid asphalt loading rack -

						85 East Street Terminal
Hand Tools	Shovels	2		As Needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Squeegie	1		As Needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Broom	1		As needed	Operational	Lower floor of 85 East Street Terminal office
Hand Tools	Buckets	25		As needed	Operational / 125 gal.	Lower floor of 85 East Street Terminal office
Hand Tools	Operational	1		As Needed	Operational	Hamden Terminal Office
Personal Protection Equipment	Tyvek, Rubber boots, hip boots, aprons	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Gloves (latex, rubber, cotton)	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Dust masks, Respirators	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection Equipment	Goggles, Safety Glasses	Various		As needed	Operational	85 East Street Terminal Office
Personal Protection	Hard Hats	Various		As needed	Operational	85 East Street

Equipment						Terminal Office
Sorbents	Absorbent Pads	2 bags			Operational	Lower floor of terminal office - 85 East Street Terminal
Sorbents	Drum Spill Kits	4			Operational	Off loading areas and above ground piping - 85 East Street Terminal
Sorbents	Sausage Boom	4			Operational	Lower floor of 85 East Street Terminal office
Sorbents	Speedi-Dry	varies			Operational	Lower floor of 85 East Street Terminal office
Sorbents	Spill Chest	1			Operational	Loading rack area - 85 East Street Terminal
Sorbents	Sausage Boom	2 bales (4 per bale)	5? x 10?		Operational	Hamden Terminal Office
Sorbents	Speedi -Dry	Varies			Operational	Hamden Terminal Office
Sorbents	Absorbent Pads	3 bags			Operational	Hamden Terminal Office

***Note:** Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan.

FIGURE 4-3 - REGIONAL COMPANY AND RESPONSE CONTRACTOR'S EQUIPMENT LIST / RESPONSE TIME

*USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Moran Environmental Recovery (formerly Fleet Environmental Services) Berline, CT	See APPENDIX B	1 hours
United Industrial Meriden, CT	See APPENDIX B	1 hours
Sea Support New Haven, CT	See APPENDIX B	1 hours
Connecticut Tank Bridgeport, CT	See APPENDIX B	1 hours

Note: Response equipment is tested and deployed as described in **APPENDIX A** of the Spill Response Plan.

FIGURE 4-4 - EPA REQUIRED RESPONSE EQUIPMENT TESTING AND DEPLOYMENT DRILL LOG

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

Item:	Date of Last Update:
ACTIVITY	**INFORMATION**
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification (if applicable)	

5.0 PLOT PLANS / TANK TABLE

FIGURE 5-1 - DRAINAGE DIAGRAM

(Click here for Drainage Diagram)

(Click here for Drainage Diagram)

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled "Evacuation Plan" is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled "Figure 1: Evacuation Plan" on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE 5-2 - EVACUATION DIAGRAM

(Click here for Evacuation Diagram)

(Click here for Evacuation Diagram)

This ICP is based on a database design that was intended to be maintained through a worldwide web interface. As a result, global references are made within the plan text to certain components of the plan, such as drawings, which are not titled after those database references. For example, the Drawing entitled "Evacuation Plan" is referred to within the ICP (body and cross reference) as Figure C-7, but the actual drawing is entitled "Figure 1: Evacuation Plan" on the hard copy. This is an inevitable consequence of the design of the plan. This naming convention is important to consider when using the hard copy cross reference during a regulatory review; however, when using the plan as intended or reviewing the plan on a computer, the database naming convention does not affect the utility or cogency of the plan. For further explanation please contact the plan holder or TRP.

FIGURE 5-3 - TANK TABLE

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
ABOVEGROUND CONTAINERS - Total:		(b) (7)(F)						
1A (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		C/ W	1946	(b) (7)(F)	South/ Instantaneous	Distillate
2A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
3A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1961		East/ Instantaneous	Liquid Asphalt
4A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
5A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		South/ Instantaneous	Liquid Asphalt
6A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		South/ Instantaneous	Liquid Asphalt
7A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1957		South/ Instantaneous	Liquid Asphalt
8A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1963		East/ Instantaneous	Distillate
9A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1946		South/ Instantaneous	Distillate
10A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1957		East/ Instantaneous	Distillate
11A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1952		East/ Instantaneous	Distillate
13A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1965		East/ Instantaneous	Distillate
14A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1951		East/ Instantaneous	Distillate
15A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1973		East/ Instantaneous	Distillate
16A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		East/ Instantaneous	Distillate
17A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1970		East/ Instantaneous	Distillate
18A (85 East)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		East/ Instantaneous	Distillate

1H (Hamden)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)	C/ W	1955	(b) (7)(F)	Northeast/ Instantaneous	Distillate
2H (Hamden)	Leak/ Rupture/ Overfill/ Spill		C/ W	1955		Northeast/ Instantaneous	Distillate
3H (Hamden)	Leak/ Rupture/ Overfill/ Spill		C/ W	1956		Northeast/ Instantaneous	Distillate

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type:? 1-Earthern Berm and Floor,? 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G Geodesic,
Fx = Fixed, F = Floating, W = Welded, R = Riveted

FIGURE 5-3 - TANK TABLE , CONTINUED

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
ABOVEGROUND CONTAINERS - Total: (b) (7)(F)								
4H (Hamden)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		C/ W	1956	(b) (7)(F)	Northeast/ Instantaneous	Distillate
5H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1971		Northeast/ Instantaneous	Distillate
6H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
7H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
8H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1972		Northeast/ Instantaneous	Distillate
10H (Hamden	Leak/ Rupture/ Overfill/ Spill			C/ W	1977		Northeast/ Instantaneous	Distillate
11H (Hamden)	Leak/ Rupture/ Overfill/ Spill			C/ W	1977		Northeast/ Instantaneous	Distillate
Own-Use Heating (Hamden)	Leak/ Rupture/ Overfill/ Spill			Oval	N/A		Northeast/ Instantaneous	Fuel Oil No. 2
1R (Hamden)	Leak/ Rupture/ Overfill/ Spill			Cylindrical	N/A		Northeast/ Instantaneous	Oily Waste
Office Heating Oil (85 East)	Leak/ Rupture/ Overfill/ Spill			Oval	N/A		East/ Instantaneous	Fuel Oil No. 2
1R (85 East)	Leak/ Rupture/ Overfill/ Spill			Cylindrical	1989		East/ Instantaneous	Oily Waste
2R (85 East)	Leak/ Rupture/ Overfill/ Spill			Cylindrical	1989		East/ Instantaneous	Oily Waste
ADDITIVE CONTAINERS - Total: (b) (7) (F)								
23A (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Steel	2008	(b) (7)(F)	East/ Instantaneous	Conductivity Additive
24A (85 East)	Leak/ Rupture/ Overfill/ Spill			Steel	2008		East/ Instantaneous	Heating Oil Plus
19A (85 East)	Leak/ Rupture/ Overfill/ Spill			H/ W	2001		East/ Instantaneous	Diesel Additive
20A (85	Leak/ Rupture/			Steel	2005		East/	Additive

East)	Overfill/ Spill						Instantaneous	
DRUM STORAGE AREA - Total: (b)								
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Drums	N/A	(b) (7)(F)	East/ Instantaneous	Oily/ PCB Waste
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Diesel Additive
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		East/ Instantaneous	Therminol / Glycol
55-gal drum (Hamden)	Leak/ Rupture/ Overfill/ Spill			Drums	N/A		Northeast/ Instantaneous	Oily/ PCB Waste

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type:? 1-Earthern Berm and Floor,? 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic,
Fx = Fixed, F = Floating, W = Welded, R = Riveted

FIGURE 5-3 - TANK TABLE , CONTINUED

Container/ Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/ Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
DRUM STORAGE AREA - Total: (b)								
55-gal drums (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7)(F)		Drums	N/A	(b) (7) (F)	East/ Instantaneous	Red Dye
MISCELLANEOUS - Total: (b) (7) (F)								
Foam Tank (85 East)	Leak/ Rupture/ Overfill/ Spill	(b) (7) (F)	N/A	Cylindrical	N/A	(b) (7)	East/ Instantaneous	3% Concentrate
Truck Loading Rack (85 East)	Rupture	(b) (7)(F)		-	N/A	Vares	East/ Instantaneous	Varies
Truck Loading Rack (Hamden) - None Applicable	-	N/A	N/A	-	N/A	N/A	None	-
OIL FILLED EQUIPMENT - Total: (b) (7)								
Rectifier on Dock	Leak/ Rupture	(b) (7) (F)	None *	Steel	N/A	(b) (7) (F)	Directly into New Haven Harbor	Dielectric Fluid
Rectifier on Dock	Leak/ Rupture		None *	Steel	N/A		Directly into New Haven Harbor	Dielectric Fluid
Facility Total: (b) (7)(F)								

Note:
* Not in Containment Area ** Curbing and containment system

Containment Type:? 1-Earthern Berm and Floor,? 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Earthern Floor and Concrete Walls

Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic,
Fx = Fixed, F = Floating, W = Welded, R = Riveted

6.0 ENDANGERED AND THREATENED SPECIES BY STATE AND EPA PLANNING DISTANCE AND SENSITIVITY MAPS

ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Bat, Indiana	*Myotis sodalis*	Caves, mines, upland forests	E	Connecticut
Gerardia, sandplain	*Agalinis acuta*	Dry, sandy, short grass plains, roadsides, and openings in oak scrub	E	Connecticut
Plover, piping except Great Lakes watershed	*Charadrius melodus*	Sandy beaches, islands	T	Connecticut
Pogonia, small whorled	*Isotria medeoloides*	Cidic soils, in dry to mesic second-growth	T	Connecticut
Sea turtle, green except where endangered	*Chelonia mydas*	Coasts, open sea	T	Connecticut
Sea turtle, hawksbill	*Eretmochelys imbricata*	Clear offshore waters off the mainland and on island shelves	E	Connecticut
Sea turtle, Kemp's ridley	*Lepidochelys kempii*	Shallow areas with sandy and muddy bottoms	E	Connecticut
Sea turtle, leatherback	*Dermochelys coriacea*	Warm sands of tropical beaches	E	Connecticut
Sea turtle, loggerhead	*Caretta caretta*	Estuaries, coastal streams and salt marshes	T	Connecticut
Sturgeon, shortnose	*Acipenser brevirostrum*	Rivers, estuaries, and the sea	E	Connecticut
Tern, roseate northeast U.S. nesting pop.	*Sterna dougallii dougallii*	Coastal islands and beaches	E	Connecticut
Tiger beetle, northeastern beach	*Cicindela dorsalis dorsalis*	Coastal beaches	T	Connecticut
Turtle, bog (=Muhlenberg) northern	*Clemmys muhlenbergii*	Calcareous (limestone) fens, sphagnum bogs, and wet, grassy pastures	T	Connecticut

Wedgemussel, dwarf	*Alasmidonta heterodon*	Slow moving, sandy rivers	E	Connecticut
Whale, finback	*Balaenoptera physalus*	Offshore ocean waters	E	Connecticut
Whale, right	*Balaena glacialis (incl. australis)*	Surface of the ocean	E	Connecticut

MAP FEATURE INDEX

MAP ID#*	MAP NAME	FEATURE	NAME
		Refer to SECTION 6.7.	

* Map ID# corresponds to sensitivities labeled on the following maps.

SENSITIVITY DESCRIPTION

Sensitivity Map

(Click here for Sensitivity Maps) 1

Sensitivity Map

(Click here for Sensitivity Maps) 2

Sensitivity Map

(Click here for Sensitivity Maps) 3

Sensitivity Map

(Click here for Sensitivity Maps) 4

Sensitivity Map

(Click here for Sensitivity Maps) 5

Sensitivity Map

(Click here for Sensitivity Maps) 6

Sensitivity Map

(Click here for Sensitivity Maps) 7

Sensitivity Map

(Click here for Sensitivity Maps) 8

7.0 TACTICAL PLANS

(Click here for Tactical Plans) 1

7.0 TACTICAL PLANS

(Click here for Tactical Plans) 2

7.0 TACTICAL PLANS

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LINK FILES

(b) (7)(F)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
1 CONGRESS STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

03 July 2008

Danny Stokes, Qualified Individual
Magellan Midstream Partners
85 East Street Terminal
85 East Street
New Haven, CT 06511

Re: Facility Response Plan Number (FRP) FRP01A0166, dated February 2007

Mr. Stokes:

The FRP for above-referenced facility is approved. Based on the review of this plan and the inspection of the facility, the Agency has determined your plan and facility meets the statutory requirements set forth in § 311(j)(5) of the Federal Water Pollution Control Act as amended by § 4202 of the Oil Pollution Act of 1990, and Title 40 of the Code of Federal Regulations, Part 112.20.

In accordance with the Agency's requirement in 40 CFR 112.20 (c)(4) to "review each plan periodically," you can expect that EPA will review your plan within the next 5 years.

Please remember that 40 CFR 112.20(d)(1) states the following.

> "The owner or operator of a facility for which a response plan is required under this part shall revise and resubmit revised portions of the response plan within 60 days of each facility change that materially may affect the response to a worst case discharge, including:
>
> (i) A change in the facility's configuration that materially alters the information included in the response plan;
>
> (ii) A change in the type of oil handled, stored, or transferred that materially alters the required response resources;
>
> (iii) A material change in capabilities of the oil spill removal organization(s) that provide equipment and personnel to respond to discharges of oil described in paragraph (h)(5) of this section;
>
> (iv) A material change in the facility's spill prevention and response equipment or emergency response procedures; and,

(v) Any other changes that materially affect the implementation of the response plan."

Please identify any revisions with your FRP's docket number FRP01A0166, and send them to:

U.S. Environmental Protection Agency
One Congress Street, Suite 1100
Boston, Massachusetts 02114-2023

Attn: Regional Administrator
c/o Oil Program Coordinator
Emergency Planning and Response Branch
Mail Code: HBR

For any further assistance or coordination on this matter, or if any questions arise, please contact On-Scene Coordinator Brent England at (617) 918-1279.

Thank you for your cooperation.

Sincerely,

Steven R. Novick, Chief
Emergency Response & Removal Section II
EPA Region I

cc: Oil Program Correspondence File
FRP binder
Mark DeCaprio — CTDEP, Emergency Response Unit
LTJG Doug Miller — USCG

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
1 CONGRESS STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

03 July 2008

Danny Stokes, Qualified Individual
Magellan Midstream Partners
Hamden Terminal
265 Welton Street
Hamden, CT 06514

Re: Facility Response Plan Number (FRP) FRP01A0167, dated February 2007

Mr. Stokes:

The FRP for above-referenced facility is approved. Based on the review of this plan and the inspection of the facility, the Agency has determined your plan and facility meets the statutory requirements set forth in § 311(j)(5) of the Federal Water Pollution Control Act as amended by § 4202 of the Oil Pollution Act of 1990, and Title 40 of the Code of Federal Regulations, Part 112.20.

In accordance with the Agency's requirement in 40 CFR 112.20 (c)(4) to "review each plan periodically," you can expect that EPA will review your plan within the next 5 years.

Please remember that 40 CFR 112.20(d)(1) states the following.

> "The owner or operator of a facility for which a response plan is required under this part shall revise and resubmit revised portions of the response plan within 60 days of each facility change that materially may affect the response to a worst case discharge, including:
>
> (i) A change in the facility's configuration that materially alters the information included in the response plan;
>
> (ii) A change in the type of oil handled, stored, or transferred that materially alters the required response resources;
>
> (iii) A material change in capabilities of the oil spill removal organization(s) that provide equipment and personnel to respond to discharges of oil described in paragraph (h)(5) of this section;
>
> (iv) A material change in the facility's spill prevention and response equipment or emergency response procedures; and,

(v) Any other changes that materially affect the implementation of the response plan."

Please identify any revisions with your FRP's docket number FRP01A0167, and send them to:

U.S. Environmental Protection Agency
One Congress Street, Suite 1100
Boston, Massachusetts 02114-2023

Attn: Regional Administrator
c/o Oil Program Coordinator
Emergency Planning and Response Branch
Mail Code: HBR

For any further assistance or coordination on this matter, or if any questions arise, please contact On-Scene Coordinator Brent England at (617) 918-1279.

Thank you for your cooperation.

Sincerely,

Steven R. Novick, Chief
Emergency Response & Removal Section II
EPA Region I

cc: Oil Program Correspondence File
FRP binder
Mark DeCaprio CTDEP, Emergency Response Unit
LTJG Doug Miller USCG

U.S. Department
of Transportation

**Pipeline and
Hazardous Materials Safety
Administration**

400 Seventh Street, S.W.
Washington, D.C. 20590

February 28, 2006

Certified Mail –7005 1160 0004 7587 7741-Return Receipt Requested

Mr. Edward T. Fuchs
Magellan Midstream Partners L.P.
280 Waterfront St.
New Haven, CT 06512

Re: OPS Plan Sequence Number 1479 (85 East Street, New Haven & 264 Welton Street, Hamden Terminals)

Dear Mr. Fuchs,

The Pipeline and Hazardous Materials Safety Administration (PHMSA) reviewed the Facility Response Plan (FRP) referenced above as required to meet the five-year resubmission and review schedule specified in 49 CFR 121(a)(1). We acknowledge the plan's continuing designation as a "substantial harm" plan.

During this stage of the planning process, PHMSA is conducting full reviews only of plans for facilities designated by operators as having the potential to cause *significant and substantial harm* to the environment in the event of a discharge of oil into navigable waters. Plans for facilities that have been determined to be capable of causing *substantial harm* are being checked to determine if they have the response planning elements required by 49 CFR 194, *Response Plans for Onshore Transportation-Related Oil Pipelines.*

Your plan has all of the required elements as discussed in the enclosed review report. Please note that we have not analyzed your plan's content to determine whether it fully complies with the requirements of the regulation. We may do so in the future as part of our ongoing quality control activities.

You submitted this plan to us on 3 October 2005. As required by the regulation, we will review the entire plan every five years from the last plan submission date. At that time, you can either submit a revised plan or a letter informing us that the plan on file with us is current for the required review. The next submission date will be 3 October 2010.

Please refer to the "OPS Plan Sequence Number" listed above in all plan-related correspondence, including e-mails. E-mail is the preferred method for submitting inquiries, questions and comments to me at le.herrick@dot.gov. You can also telephone me at (202) 366-5523 or fax me at (202) 366-4566. Thank you for your cooperation.

Sincerely,

L. E. Herrick
Response Plans Officer

Enclosure
cc: EPA Region I, MSO Long Island Sound

Ent. # 10489 File # 2245 Act. # 8701

PHMSA 000056877

Checklist: Facility Response Plan
Completeness Review Protocols
Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Office of Pipeline Safety

OPS Sequence Number: 1479
Plan Version Date: October 2004
Name of Operator: Magellan Terminals Holdings, LP
Contact Name: Mr. Edward Fuchs
Contact Phone Number: 203-466-4425
Date of Review: February 28, 2006

Operator submitted the Facility Response Plan (FRP) on 3 October 2005 to meet the requirement to resubmit the plan to OPS for review every five years from the last plan submission date. For plans covering pipeline facilities where spills from the facilities can be expected to cause only substantial harm to the environment, OPS currently checks these plans to ensure that they are complete. The following is a listing of the minimum plan elements required by 49 CFR 194. If "Yes" follows the plan element, OPS has located that element and all of the information required for that element in your plan. If "No" appears, you are required to revise certain information or add the missing information to the plan. You can also contact OPS if you believe the information exists in your plan.

PHMSA 000056878

Note that the Office of Pipeline Safety (OPS) is now part of a new U.S. Department of Transportation administration, the Pipeline and Hazardous Materials Safety Administration (PHMSA). The Research and Special Programs Administration (RSPA) no longer exists in the department. We bring this to your attention for your future consideration because your plan still refers to RSPA. Also for your future consideration, the 49 CFR 194 regulatory cross-reference on page xviii has some inaccurate citations with respect to the final regulation published in the Federal Register on 23 February 2005.

Statement of Environmental Harm (194.103): Yes (page 43).

Information Summary (194.113): Yes (page xviii).

Response to a Substantial Threat of a Worst Case Discharge (194.107(a)): Yes (Section 1.3).

Spill Detection and Mitigation Procedures (194.107(c)(1)(iii)): Yes (Sections 1.3 and 2.2 to 2.6).

Notification Procedures (194.107 (c)(1)(ii)): Yes (Emergency Contact and Notification List, Section 2.4, terminal Emergency Plans, and Appendix G).

Worst Case Discharge Volume Including Derivation (194.105 & 194.107(c)(1)(i) and (c)(2)): Yes (Appendix F).

ACP/NCP Consistency Certification (194.107(b)): Yes (Appendix A, DOT Pipeline Plan certification).

Spill Management Team and OSRO Information (194.107(c)(1)(iv) and (c)(3)): Yes (Sections 2.4 to 2.6 and Appendices D and I).

Response Activities and Response Resources (194.107(c)(1)(v)): Yes (terminal Emergency Plans and Appendix E).

Response Training Procedures (194.107(c)(1)(vii)): Yes (Sections 4.0, 6.0, and 6.1, and terminal Emergency Plans).

Equipment Testing Procedures (194.107(c)(1)(viii)): Yes (Section 5.4 and terminal Emergency Plans).

Drill Types, Schedules and Procedures (194.107(c)(1)(ix)): Yes (Sections 4.1, 6.0, and 6.1, and terminal Emergency Plans).

Appendix for Each Response Zone (194.107(c)(2)): NA (single response zone plan).

Plan Review and Update Procedures (194.107(c)(1)(x) & 194.121(a) and (b)): Yes (Section.6.2).

PHMSA 000056879

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN

Superseded By Revised PSP ☐

1. Incident Name:	2. Operational Period (Date/Time): From:	3. Date:	4. Time:

HAZMAT RISKS (L = Low, M = Medium, H = High)											RISK MITIGATION SUGGESTIONS										
DIVISION OR TASK GROUP	Fire/Explosion	Responder Breathing	Bystander Breathing	Dermal Contact	Drowning	Weather Conditions	Slips Trips Falls	Cold/Heat/Fatigue			Eliminate ignition, clear personnel from liquids area, evacuate surroundings.	Air monitoring at all work sites, PPE based on concentrations or clear area.	Air monitoring downwind of site, evacuate if exceeds STEL	Level D PPE: Long sleeves, leather boots, safety glasses	Personal flotation devices when working near water.	Communicate chances of precip, winds, and lightning to work crews. Take shelter as directed.	Police area to eliminate hazards. Remain vigilant. Buddy system.	Task Group Leaders issue appropriate gear. Be vigilant for signs of stress and fatigue.			

Prepared by (Name and Position):

SAFETY MESSAGE:

1. My name is _____ and I am functioning as Safety Officer for the Pipeline Company. This **Safety Message will be provided to all personnel upon their arrival at this incident site site**, and also **at the beginning of every scheduled Command Meeting**.
2. **This is a hazardous material(s) incident**. The material(s) of concern is (are) _____.
3. **Access to the exclusion area is restricted to all personnel unless authorized by the Incident Commander.** The exclusion area consists of the area directly impacted by hazardous liquids or vapors plus a safety buffer of _____ feet added to the impacted perimeter, and a safety buffer of _____ feet added to the perimeter downwind to eliminate the risk of ignition of the material, inhalation of vapors, or direct contact with the material.
4. The exclusion area is shown on the Site Map [show map]. The exclusion area has /has not been physically delineated with stakes/pins/tape/fencing.
5. The **Security Perimeter** is shown on the site map. Access to the Security Perimeter will be controlled by Company employees or public safety personnel. Only personnel who are HAZWOPER trained and/or authorized by the Incident Commander will be permitted inside the Security Perimeter.
6. The following minimum Personal Protective Equipment is mandatory at all times within the Security Perimeter: **Level D PPE plus Hi-Vis Reflective Vests**. Boom crews must wear personal flotation devices when working near water. Additional PPE _____.
7. Breathing zone air monitoring for organic vapors/hydrogen sulfide/other material (specify) is **mandatory for each work crew when within the exclusion area**. **Should monitoring indicate detections for target vapors, the Incident Commander will be notified immediately**. Additional PPE will be specified by the Incident Commander as necessary.
8. Be vigilant for trip hazards and open excavations. Be vigilant for signs of fatigue or stress induced by difficult conditions or extreme temperatures.
9. The weather for the next operational period is expected to be:
   a. Temperature: _____ Trend for next 48 h: _____
   b. Wind Speed: _____ Direction: (N S E W) _____ Trend for next 48 h: _____
   c. Precipitation: None/Rain/Snow _____ Rate: Lite/Med/Hvy _____ Trend for next 48 h: _____

Site Diagram:

General Diagram Instructions:

A. Sketch with major feature locations (buildings, drainage paths, roads, etc.)
B. Hazardous substance location
C. Work zones (exclusion, contamination reduction, support)
D. Command center and decontamination area
E. Access and access restrictions
F. Routes of entry
G. Wind direction
H. Emergency evacuation routes
I. Assembly points
J. First aid locations
K. Communication system

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN

Superseded By Revised PSP ☐

1. Incident Name:	2. Operational Period (Date/Time): From:	3. Date:	4. Time:

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F. Routes of entry
G. Wind direction
H. Emergency evacuation routes
I. Assembly points
J. First aid locations
K. Communication system

FIGURE 5.3-2 - PRELIMINARY SAFETY PLAN

Superseded By Revised PSP ☐

1. Incident Name:	2. Operational Period (Date/Time): From:	3. Date:	4. Time:

HAZMAT RISKS (L = Low, M = Medium, H = High)											RISK MITIGATION SUGGESTIONS										
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F. Routes of entry
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K. Communication system

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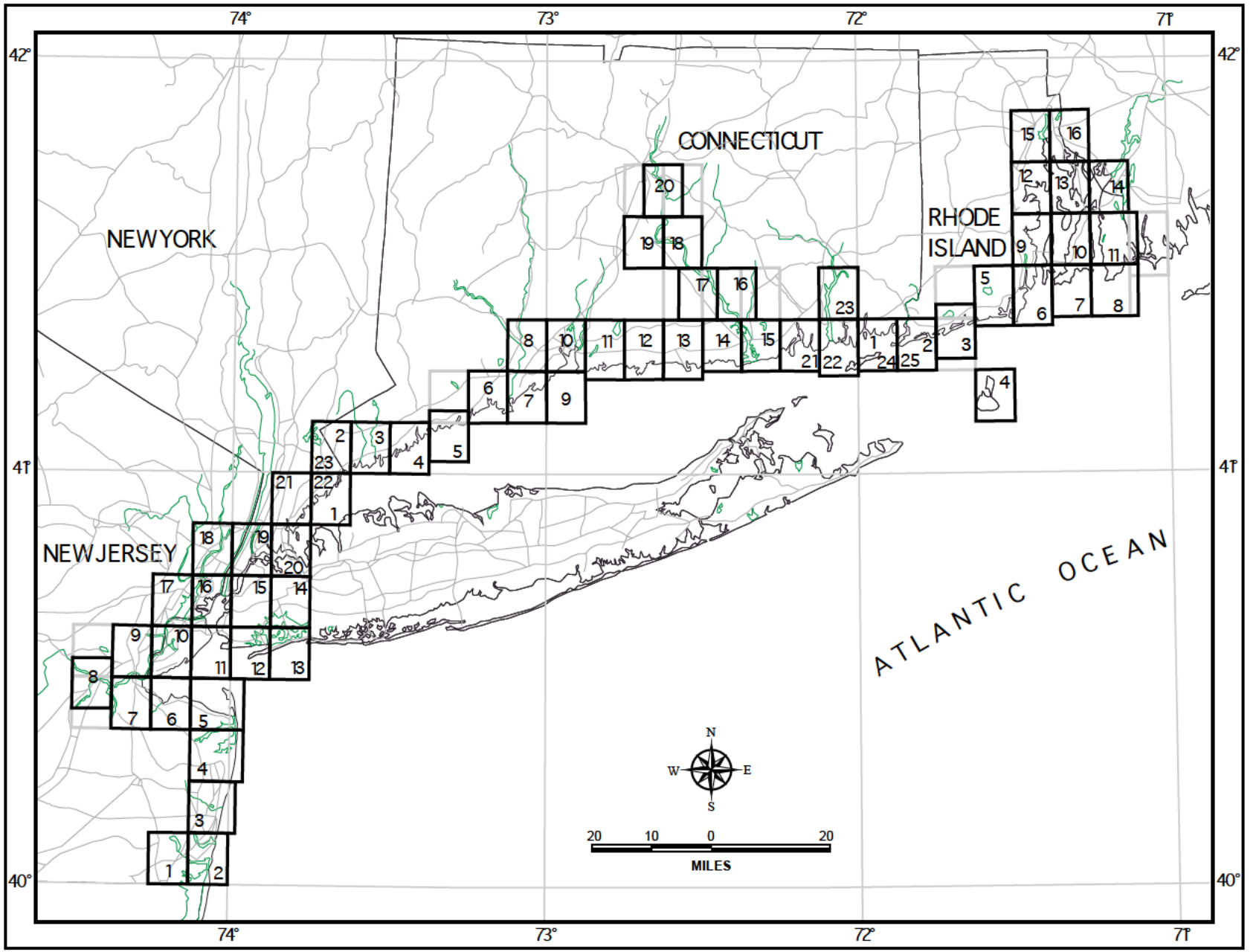

CONNECTICUT

SHORELINE HABITAT RANKINGS

- 1A) EXPOSED ROCKY SHORES
- 1B) EXPOSED, SOLID MAN-MADE STRUCTURES
- 2A) EXPOSED WAVE-CUT PLATFORMS IN BEDROCK
- 2B) SCARPS AND STEEP SLOPES IN MUDDY SEDIMENTS
- 3A) FINE- TO MEDIUM-GRAINED SAND BEACHES
- 4) COARSE-GRAINED SAND BEACHES
- 5) MIXED SAND AND GRAVEL BEACHES
- 6A) GRAVEL BEACHES
- 6B) RIPRAP
- 7) EXPOSED TIDAL FLATS
- 8A) SHELTERED ROCKY SHORES
- 8B) SHELTERED, SOLID MAN-MADE STRUCTURES
- 8C) SHELTERED RIPRAP
- 8F) VEGETATED, STEEPLY-SLOPING BLUFFS
- 9A) SHELTERED TIDAL FLATS
- 9B) SHELTERED VEGETATED LOW BANKS
- 10A) SALT- AND BRACKISH-WATER MARSHES
- 10B) FRESHWATER MARSHES
- 10C) SWAMPS
- 10D) SCRUB-SHRUB WETLANDS

HUMAN-USE FEATURES

- AIRPORT
- AQUACULTURE
- ARCHAEOLOGICAL / HISTORICAL SITE
- BOAT RAMP
- FERRY
- MARINA
- RECREATIONAL BEACH
- STATE PARK / REGIONAL PARK
- WASHOVER SITE
- WATER INTAKE
- WILDLIFE REFUGE / MANAGEMENT AREA
- 123 HUMAN-USE NUMBER
- BRIDGE
- MANAGEMENT AREA
- STATE BOUNDARY

SENSITIVE BIOLOGICAL RESOURCES

BIRD

- DIVING BIRD
- GULL / TERN
- PASSERINE BIRD
- RAPTOR
- SHOREBIRD
- WADING BIRD
- WATERFOWL
- NESTING SITE

MARINE MAMMAL

- DOLPHIN
- PINNIPED
- WHALE
- SEAL HAUL-OUT

TERRESTRIAL MAMMAL

- SMALL MAMMAL

FISH

- FISH
- ANADROMOUS STREAM

INVERTEBRATE

- BIVALVE
- CEPHALOPOD
- CRAB
- GASTROPOD
- INSECT
- LOBSTER
- RARE INVERTEBRATE

REPTILE / AMPHIBIAN

- TURTLE

HABITAT

- PLANT
- EELGRASS
- SUBMERGED AQUATIC VEGETATION
- RARE PLANT

MULTI-GROUP

- 123 RAR NUMBER
- THREATENED / ENDANGERED/ SPECIES OF SPECIAL CONCERN

CONNECTICUT ESIMAP 8

BIOLOGICAL RESOURCES:

BIRD:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Laying	Hatching	Fledging
209	Shorebirds									X	X	X	X	X				-	-	-	-
223	Bald eagle	CT	S/F	E/T		X	X	X							X	X	X	-	-	-	-

FISH:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawning	Eggs	Larvae	Juveniles	Adults
197	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Sea lamprey							X	X	X					X	X		MAR-MAY	-	-	OCT-NOV	MAR-MAY
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
219	Alewife					X	X	X	X	X	X	X	X	X	X			JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	American shad							X	X	X	X	X		X	X	X		MAR-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAR-JUL
	Atlantic sturgeon	CT	S	T		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	JAN-DEC
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Gizzard shad									X	X	X		X	X	X		JUN-JUN	JUN-JUL	JUN-JUL	SEP-NOV	MAY-JUL
	Hickory shad								X	X								-	-	-	APR-MAY	APR-MAY
	Sea lamprey							X	X	X					X	X		MAR-MAY	-	-	OCT-NOV	MAR-MAY
	White perch				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
221	Alewife					X	X	X	X	X	X	X	X	X	X			JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
223	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish										X	X	X	X	X			-	-	-	JUL-OCT	JUN-OCT
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder									X	X	X	X	X	X	X		-	-	-	APR-NOV	APR-NOV
	Weakfish									X	X	X	X	X	X	X		MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV

HABITAT:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
591	Threatened plant			T		X	X	X	X	X	X	X	X	X	X	X	X
593	Rare plant					X	X	X	X	X	X	X	X	X	X	X	X

INVERTEBRATE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawn/Mate	Eggs	Larvae	Juveniles	Adults
223	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
624	Turret snail	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-	-

MARINE MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Mating	Calving	Pupping	Molting
223	Gray seal	CT	S	S		X	X	X	X	X						X	X	-	-	-	-
	Harbor seal					X	X	X	X	X						X	X	-	-	-	-
	Harp seal					X	X	X	X	X						X	X	-	-	-	-
	Hooded seal					X	X	X	X	X						X	X	-	-	-	-

==========

HUMAN USE RESOURCES:

PARK:

HUN#	Name	Owner	Contact	Phone
235	INDIAL WELL STATE PARK			

WILDLIFE REFUGE:

HUN#	Name	Owner	Contact	Phone
292	CHARLES E. WHEELER WILDLIFE AREA			
297	DUCK ISLAND NATIONAL AREA PRESERVE			

Biological information shown on the maps represents known concentration areas or occurrences, but does not necessarily represent the full distribution or range of each species. This is particularly important to recognize when considering potential impacts to protected species.

CONNECTICUT ESIMAP 9

BIOLOGICAL RESOURCES:

BIRD:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Laying	Hatching	Fledging
218	American black duck					X	X	X							X	X	X	-	-	-	-
	Bufflehead					X	X	X							X	X	X	-	-	-	-
	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Greater scaup					X	X	X							X	X	X	-	-	-	-
	Lesser scaup					X	X	X							X	X	X	-	-	-	-
228	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Greater scaup					X	X	X							X	X	X	-	-	-	-
	Lesser scaup					X	X	X							X	X	X	-	-	-	-
229	American black duck					X	X	X							X	X	X	-	-	-	-
	Black (common) scoter					X	X	X							X	X	X	-	-	-	-
	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Greater scaup				HIGH	X	X	X							X	X	X	-	-	-	-
	Lesser scaup				HIGH	X	X	X							X	X	X	-	-	-	-
	Surf scoter					X	X	X							X	X	X	-	-	-	-
	White-winged scoter					X	X	X							X	X	X	-	-	-	-
608	Ipswich sparrow	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-

FISH:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawning	Eggs	Larvae	Juveniles	Adults
138	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X			-	-	-	APR-NOV	APR-NOV
	Tautog					X	X	X	X	X	X	X	X	X	X	X	X	-	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC
	Weakfish									X	X	X	X	X	X	X		MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
140	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Butterfish									X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-NOV	MAY-DEC	MAY-DEC
	Scup (porgy)									X	X	X	X	X	X			JUN-JUL	JUN-AUG	JUN-AUG	MAY-OCT	MAY-OCT
	Shortnose sturgeon	CT	S/F	E/E		X	X	X	X	X	X	X	X	X	X	X	X	APR-MAY	APR-MAY	APR-AUG	JAN-DEC	JAN-DEC
	Skates					X	X	X	X	X	X	X	X	X	X	X	X	JAN-DEC	JAN-DEC	-	JAN-DEC	JAN-DEC
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X	X		-	-	-	APR-NOV	APR-NOV
	Weakfish									X	X	X	X	X	X	X		MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	APR-AUG	APR-SEP	JAN-DEC	JAN-DEC
	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
143	Atlantic sturgeon	CT	S	T		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	JAN-DEC
144	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
145	Tautog					X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC
222	Alewife					X	X	X	X	X	X	X	X	X	X			JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
230	Alewife					X	X	X	X	X	X	X	X	X	X			JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
640	Tautog				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC

HABITAT:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
591	Threatened plant			T		X	X	X	X	X	X	X	X	X	X	X	X
593	Rare plant					X	X	X	X	X	X	X	X	X	X	X	X

INVERTEBRATE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawn/Mate	Eggs	Larvae	Juveniles	Adults
138	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
140	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
	Longfin squid									X	X	X	X	X	X			MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT
224	American lobster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-NOV	JAN-DEC	MAY-SEP	JAN-DEC	JAN-DEC
585	Eastern oyster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-AUG	JUN-AUG	JUN-SEP	JAN-DEC	JAN-DEC
586	Northern quahog (hard clam)					X	X	X	X	X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-SEP	JAN-DEC	JAN-DEC
587	Softshell clam					X	X	X	X	X	X	X	X	X	X	X	X	APR-SEP	APR-SEP	APR-SEP	JAN-DEC	JAN-DEC
639	American lobster				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	JUN-NOV	JAN-DEC	MAY-SEP	JAN-DEC	JAN-DEC

MARINE MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Mating	Calving	Pupping	Molting
138	Gray seal	CT	S	S		X	X	X	X	X						X	X	-	-	-	-
	Harbor seal					X	X	X	X	X						X	X	-	-	-	-
	Harp seal					X	X	X	X	X						X	X	-	-	-	-
	Hooded seal					X	X	X	X	X						X	X	-	-	-	-
140	Atlantic white-sided dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Gray seal	CT	S	S		X	X	X	X	X						X	X	-	-	-	-
	Harbor porpoise	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Harbor seal					X	X	X	X	X						X	X	-	-	-	-
	Harp seal					X	X	X	X	X						X	X	-	-	-	-
	Hooded seal					X	X	X	X	X						X	X	-	-	-	-
	Humpback whale	CT	F	E	UNCOMMON	X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Minke whale					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Saddle-backed dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-

REPTILE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Hatching	Internesting	Juveniles	Adults
140	Green sea turtle	CT	S/F	T/T	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Kemp's ridley sea turtle	CT	S/F	E/E	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Leatherback sea turtle	CT	S/F	E/E							X	X	X	X	X	X		-	-	-	-	-
	Loggerhead sea turtle	CT	S/F	T/T							X	X	X	X	X	X		-	-	-	-	-

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HUMAN USE RESOURCES:

AQUACULTURE:

HUN#	Name	Owner	Contact	Phone
20	AQUACULTURE: SHELLFISH	CT BUREAU OF AQUACULTURE		203/874-0696

Biological information shown on the maps represents known concentration areas or occurrences, but does not necessarily represent the full distribution or range of each species. This is particularly important to recognize when considering potential impacts to protected species.

CONNECTICUT ESIMAP 10

BIOLOGICAL RESOURCES:

BIRD:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Laying	Hatching	Fledging
194	Osprey							X	X	X	X	X	X	X				MAR-SEP	-	-	-
228	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Greater scaup					X	X	X							X	X	X	-	-	-	-
	Lesser scaup					X	X	X							X	X	X	-	-	-	-
231	Shorebirds								X	X	X	X	X	X	X			-	-	-	-
	Wading birds								X	X	X	X	X	X	X			-	-	-	-
232	Black skimmer									X	X	X	X	X	X			MAY-SEP	-	-	-
	Common tern	CT	S			X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Least tern	CT	S	T	420 NESTS					X	X	X	X					MAY-AUG	-	-	-
	Piping plover	CT	S/F	T/T	10 NESTS			X	X	X	X	X	X					MAR-AUG	-	-	-
233	American black duck					X	X	X							X	X	X	-	-	-	-
	Bufflehead					X	X	X							X	X	X	-	-	-	-
	Canvasback					X	X	X							X	X	X	-	-	-	-
	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Mallard					X	X	X							X	X	X	-	-	-	-
234	American black duck					X	X	X							X	X	X	-	-	-	-
	Canada goose					X	X	X							X	X	X	-	-	-	-
	Canvasback					X	X	X							X	X	X	-	-	-	-
	Green-winged teal					X	X	X							X	X	X	-	-	-	-
	Mallard					X	X	X							X	X	X	-	-	-	-
235	Clapper rail					X	X		X	X	X	X	X				X	APR-AUG	-	-	-
	Common moorhen	CT	S		E	X	X	X							X	X	X	-	-	-	-
	King rail	CT	S		E				X	X	X	X	X	X	X	X		MAR-JUN	-	-	-
	Virginia rail					X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUN	-	-	-
	Waterfowl					X	X	X							X	X	X	-	-	-	-
590	Least tern	CT	S		T					X	X	X	X					MAY-AUG	-	-	-
592	Savannah sparrow	CT	S		S	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
595	Northern harrier	CT	S		E				X	X	X	X						APR-JUL	-	-	-
601	Horned lark	CT	S		T					X	X	X	X					MAY-AUG	-	-	-
612	Willet	CT	S		S					X	X	X	X	X	X			MAY-AUG	-	-	-
615	Grasshopper sparrow	CT	S		E				X	X	X	X	X	X	X	X		APR-NOV	-	-	-
618	Seaside sparrow	CT	S		S				X	X	X	X	X	X	X	X		APR-JUL	-	-	-

FISH:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawning	Eggs	Larvae	Juveniles	Adults
138	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X			-	-	-	APR-NOV	APR-NOV
	Tautog					X	X	X	X	X	X	X	X	X	X	X	X	-	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC
	Weakfish									X	X	X	X	X	X	X		MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
140	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Butterfish									X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-NOV	MAY-DEC	MAY-DEC
	Scup (porgy)									X	X	X	X	X	X			JUN-JUL	JUN-AUG	JUN-AUG	MAY-OCT	MAY-OCT
	Shortnose sturgeon	CT	S/F	E/E		X	X	X	X	X	X	X	X	X	X	X	X	APR-MAY	APR-MAY	APR-AUG	JAN-DEC	JAN-DEC
	Skates					X	X	X	X	X	X	X	X	X	X	X	X	JAN-DEC	JAN-DEC	-	JAN-DEC	JAN-DEC
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X			-	-	-	APR-NOV	APR-NOV
	Weakfish									X	X	X	X	X	X	X		MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	APR-AUG	APR-SEP	JAN-DEC	JAN-DEC
	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
143	Atlantic sturgeon	CT	S		T	X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	JAN-DEC
144	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
197	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Sea lamprey							X	X	X					X	X		MAR-MAY	-	-	OCT-NOV	MAR-MAY
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
230	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
236	Sea lamprey							X	X	X					X	X		MAR-MAY	-	-	OCT-NOV	MAR-MAY
237	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	American shad							X	X	X	X	X		X	X	X		MAR-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAR-JUL
	Blueback herring									X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Gizzard shad									X	X	X		X	X	X		JUN-JUN	JUN-JUL	JUN-JUL	SEP-NOV	MAY-JUL
	Rainbow smelt					X	X	X	X	X	X	X	X	X	X	X	X	FEB-MAR	MAR-MAY	APR-JUN	MAR-AUG	OCT-MAR
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
239	Winter flounder				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
640	Tautog				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC

HABITAT:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
591	Threatened plant			T		X	X	X	X	X	X	X	X	X	X	X	X
593	Rare plant					X	X	X	X	X	X	X	X	X	X	X	X
594	Endangered plant			E		X	X	X	X	X	X	X	X	X	X	X	X

INVERTEBRATE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawn/Mate	Eggs	Larvae	Juveniles	Adults
138	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
140	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
	Longfin squid									X	X	X	X	X	X			MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT
158	Horseshoe crab				VERY HIGH	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	MAY-JUL	MAY-JUL	JAN-DEC	APR-JUL
224	American lobster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-NOV	JAN-DEC	MAY-SEP	JAN-DEC	JAN-DEC
585	Eastern oyster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-AUG	JUN-AUG	JUN-SEP	JAN-DEC	JAN-DEC
586	Northern quahog (hard clam)					X	X	X	X	X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-SEP	JAN-DEC	JAN-DEC
587	Softshell clam					X	X	X	X	X	X	X	X	X	X	X	X	APR-SEP	APR-SEP	APR-SEP	JAN-DEC	JAN-DEC

MARINE MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Mating	Calving	Pupping	Molting
138	Gray seal	CT	S		S	X	X	X	X	X						X	X	-	-	-	-
	Harbor seal					X	X	X	X	X						X	X	-	-	-	-
	Harp seal					X	X	X	X	X						X	X	-	-	-	-
	Hooded seal					X	X	X	X	X						X	X	-	-	-	-

CONNECTICUT ESIMAP 10 (cont.)

BIOLOGICAL RESOURCES: (cont.)

MARINE MAMMAL: (cont.)

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Mating	Calving	Pupping	Molting
140	Atlantic white-sided dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Gray seal	CT	S	S		X	X	X	X							X	X	-	-	-	-
	Harbor porpoise	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Harbor seal					X	X	X	X	X						X	X	-	-	-	-
	Harp seal					X	X	X	X	X						X	X	-	-	-	-
	Hooded seal					X	X	X	X	X						X	X	-	-	-	-
	Humpback whale	CT	F	E	UNCOMMON	X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Minke whale					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Saddle-backed dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-

REPTILE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Hatching	Internesting	Juveniles	Adults
140	Green sea turtle	CT	S/F	T/T	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Kemp's ridley sea turtle	CT	S/F	E/E	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Leatherback sea turtle	CT	S/F	E/E							X	X	X	X	X	X		-	-	-	-	-
	Loggerhead sea turtle	CT	S/F	T/T							X	X	X	X	X	X		-	-	-	-	-
235	Diamondback terrapin					X	X	X	X	X	X	X	X	X	X	X		APR-OCT	-	-	-	-

TERRESTRIAL MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
235	Muskrat					X	X	X	X	X	X	X	X	X	X	X	X

==========

HUMAN USE RESOURCES:

AQUACULTURE:

HUN#	Name	Owner	Contact	Phone
20	AQUACULTURE: SHELLFISH	CT BUREAU OF AQUACULTURE		203/874-0696

PARK:

HUN#	Name	Owner	Contact	Phone
251	WEST ROCK RIDGE STATE PARK			

WILDLIFE REFUGE:

HUN#	Name	Owner	Contact	Phone
333	QUINNIPIAC RIVER MARSH WILDLIFE AREA			

Biological information shown on the maps represents known concentration areas or occurrences, but does not necessarily represent the full distribution or range of each species. This is particularly important to recognize when considering potential impacts to protected species.

CONNECTICUT ESIMAP 11

BIOLOGICAL RESOURCES:

BIRD:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Laying	Hatching	Fledging
194	Osprey							X	X	X	X	X	X					MAR-SEP	-	-	-
217	Piping plover	CT	S/F	T/T				X	X	X	X	X						MAR-AUG	-	-	-
229	American black duck					X	X	X							X	X	X	-	-	-	-
	Black (common) scoter					X	X	X							X	X	X	-	-	-	-
	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Greater scaup				HIGH	X	X	X							X	X	X	-	-	-	-
	Lesser scaup				HIGH	X	X	X							X	X	X	-	-	-	-
	Surf scoter					X	X	X							X	X	X	-	-	-	-
	White-winged scoter					X	X	X							X	X	X	-	-	-	-
231	Shorebirds								X	X	X	X	X	X	X			-	-	-	-
	Wading birds								X	X	X	X	X	X	X			-	-	-	-
233	American black duck					X	X	X							X	X	X	-	-	-	-
	Bufflehead					X	X	X							X	X	X	-	-	-	-
	Canvasback					X	X	X							X	X	X	-	-	-	-
	Goldeneye					X	X	X							X	X	X	-	-	-	-
	Mallard					X	X	X							X	X	X	-	-	-	-
234	American black duck					X	X	X							X	X	X	-	-	-	-
	Canada goose					X	X	X							X	X	X	-	-	-	-
	Canvasback					X	X	X							X	X	X	-	-	-	-
	Green-winged teal					X	X	X							X	X	X	-	-	-	-
	Mallard					X	X	X							X	X	X	-	-	-	-
235	Clapper rail					X	X		X	X	X	X	X				X	APR-AUG	-	-	-
	Common moorhen	CT	S	E		X	X	X							X	X	X	-	-	-	-
	King rail	CT	S	E				X	X	X	X	X	X	X	X	X		MAR-JUN	-	-	-
	Virginia rail					X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUN	-	-	-
	Waterfowl					X	X	X							X	X	X	-	-	-	-
240	Great black-backed gull				3 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				38 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
241	Common tern	CT	S	S	13 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Herring gull				10 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
242	Common tern	CT	S	S	53 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Great black-backed gull				1 PAIR	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Roseate tern	CT	S/F	E/E	1 NEST				X	X	X	X						MAY-AUG	-	-	-
243	Great black-backed gull				1 PAIR	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				2 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
244	Green heron				1 NEST				X	X	X	X	X	X	X	X	X	MAY-SEP	-	-	-
	Herring gull				15 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
245	Double-crested cormorant				44 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	-	-	-
	Great black-backed gull				24 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				200 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
246	Great black-backed gull				6 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				10 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
247	Double-crested cormorant				9 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	-	-	-
	Great black-backed gull				17 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				25 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
248	Double-crested cormorant				26 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	-	-	-
	Great black-backed gull				28 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				53 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
249	Black-crowned night-heron				30 PAIRS				X	X	X	X	X	X				MAY-AUG	-	-	-
	Great black-backed gull				2 PAIR	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Great blue heron				5 NESTS				X	X	X	X	X	X				MAY-AUG	-	-	-
	Great egret	CT	S	T	2 PAIRS				X	X	X	X	X	X				MAY-AUG	-	-	-
	Green heron				2 PAIRS				X	X	X	X	X	X	X	X	X	MAY-SEP	-	-	-
	Herring gull				150 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Snowy egret	CT	S	T	100 PAIRS				X	X	X	X	X	X				MAY-AUG	-	-	-
250	Great black-backed gull				16 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Green heron				11 NESTS				X	X	X	X	X	X	X	X	X	MAY-SEP	-	-	-
	Herring gull				65 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
251	Double-crested cormorant				4 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	-	-	-
	Great black-backed gull				45 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				120 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
252	Green heron				1 NEST				X	X	X	X	X	X	X	X	X	MAY-SEP	-	-	-
	Herring gull				18 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
253	Great black-backed gull				5 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				44 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
254	Herring gull				65 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
255	Common tern	CT	S	S	2 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Great black-backed gull				1 NEST	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				3 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Least tern	CT	S	T	4 NESTS				X	X	X	X						MAY-AUG	-	-	-
	Piping plover	CT	S/F	T/T	1 NEST			X	X	X	X	X	X					MAR-AUG	-	-	-
256	Herring gull				35 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
257	Herring gull				2 PAIRS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
258	Common tern	CT	S	S	83 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Great black-backed gull				1 NEST	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
	Herring gull				11 NESTS	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	-	-	-
259	Shorebirds								X	X	X	X	X	X	X			-	-	-	-
	Wading birds								X	X	X	X	X	X	X			-	-	-	-
606	Purple martin	CT	S	S				X	X	X	X	X	X	X	X			MAR-JUL	-	-	-
614	Roseate tern	CT	S/F	E/E						X	X	X	X					MAY-AUG	-	-	-
629	Common tern	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
663	Common tern	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	-	-	-
	Roseate tern	CT	S/F	E/E						X	X	X	X					MAY-AUG	-	-	-
664	Great egret	CT	S	T						X	X	X	X	X	X			MAY-AUG	-	-	-
	Snowy egret	CT	S	T						X	X	X	X	X	X			MAY-AUG	-	-	-

FISH:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawning	Eggs	Larvae	Juveniles	Adults
138	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X			-	-	-	APR-NOV	APR-NOV
	Tautog					X	X	X	X	X	X	X	X	X	X	X	X	-	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC
	Weakfish								X	X	X	X	X	X	X			MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
140	American eel					X	X	X	X	X	X	X	X	X	X	X	X	-	-	MAR-SEP	JAN-DEC	SEP-NOV
	Atlantic herring					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	MAY-OCT	NOV-APR
	Atlantic menhaden								X	X	X	X	X	X	X	X	X	MAY-NOV	MAY-NOV	MAY-DEC	APR-NOV	APR-NOV
	Bluefish									X	X	X	X	X				-	-	-	JUL-OCT	JUN-OCT
	Butterfish									X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-NOV	MAY-DEC	MAY-DEC
	Scup (porgy)									X	X	X	X	X	X			JUN-JUL	JUN-AUG	JUN-AUG	MAY-OCT	MAY-OCT
	Shortnose sturgeon	CT	S/F	E/E		X	X	X	X	X	X	X	X	X	X	X	X	APR-MAY	APR-MAY	APR-AUG	JAN-DEC	JAN-DEC
	Skates					X	X	X	X	X	X	X	X	X	X	X	X	JAN-DEC	JAN-DEC	-	JAN-DEC	JAN-DEC
	Striped bass					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	MAY-OCT
	Summer flounder								X	X	X	X	X	X	X			-	-	-	APR-NOV	APR-NOV
	Weakfish									X	X	X	X	X	X			MAY-SEP	MAY-SEP	JUN-OCT	JUL-NOV	MAY-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	APR-AUG	APR-AUG	APR-SEP	JAN-DEC	JAN-DEC
	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
143	Atlantic sturgeon	CT	S	T		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	JAN-DEC	JAN-DEC
144	Winter flounder					X	X	X	X	X	X	X	X	X	X	X	X	JAN-MAR	FEB-MAY	MAR-JUN	JAN-DEC	JAN-DEC
145	Tautog					X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC
188	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring								X	X	X	X	X	X	X	X		MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)								X	X	X				X	X		APR-JUN OCT-NOV	-	-	APR-JUN OCT-NOV	APR-JUN OCT-NOV

CONNECTICUT ESIMAP 11 (cont.)

BIOLOGICAL RESOURCES: (cont.)

FISH: (cont.)

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawning	Eggs	Larvae	Juveniles	Adults
197	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring								X	X	X	X	X	X	X			MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)							X	X	X				X	X			APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Sea lamprey						X	X	X					X	X			MAR-MAY	-	-	OCT-NOV	MAR-MAY
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
230	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	Blueback herring								X	X	X	X	X	X	X			MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)							X	X	X				X	X			APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
238	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	American shad						X	X	X	X	X		X	X	X			MAR-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAR-JUL
	Blueback herring								X	X	X	X	X	X	X			MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)							X	X	X				X	X			APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Gizzard shad								X	X	X		X	X	X			JUN-JUN	JUN-JUL	JUN-JUL	SEP-NOV	MAY-JUL
	Rainbow smelt					X	X	X	X	X	X	X	X	X	X	X	X	FEB-MAR	MAR-MAY	APR-JUN	MAR-AUG	OCT-MAR
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
261	Alewife					X	X	X	X	X	X	X	X	X	X	X		JAN-MAY	JAN-JUL	JAN-JUL	MAY-NOV	JAN-MAY
	American shad						X	X	X	X	X		X	X	X			MAR-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAR-JUL
	Blueback herring								X	X	X	X	X	X	X			MAY-JUL	MAY-JUL	MAY-JUL	SEP-NOV	MAY-JUL
	Brown trout (sea run)							X	X	X				X	X			APR-JUN	-	-	APR-JUN	APR-JUN
																		OCT-NOV			OCT-NOV	OCT-NOV
	Sea lamprey							X	X	X				X	X			MAR-MAY	-	-	OCT-NOV	MAR-MAY
	White perch					X	X	X	X	X	X	X	X	X	X	X	X	JUN-JUN	JUN-JUL	JUN-JUL	JAN-DEC	JAN-DEC
640	Tautog				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	MAY-JUL	MAY-JUL	JUN-AUG	JAN-DEC	JAN-DEC

HABITAT:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
593	Rare plant					X	X	X	X	X	X	X	X	X	X	X	X
594	Endangered plant			E		X	X	X	X	X	X	X	X	X	X	X	X

INVERTEBRATE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Spawn/Mate	Eggs	Larvae	Juveniles	Adults
138	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
140	Blue crab					X	X	X	X	X	X	X	X	X	X	X	X	MAY-OCT	MAY-SEP	MAY-SEP	JAN-DEC	JAN-DEC
	Longfin squid									X	X	X	X	X	X			MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT	MAY-OCT
224	American lobster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-NOV	JAN-DEC	MAY-SEP	JAN-DEC	JAN-DEC
260	Horseshoe crab				HIGH	X	X	X	X	X	X	X	X	X	X	X	X	APR-JUL	MAY-JUL	MAY-JUL	JAN-DEC	APR-JUL
585	Eastern oyster					X	X	X	X	X	X	X	X	X	X	X	X	JUN-AUG	JUN-AUG	JUN-SEP	JAN-DEC	JAN-DEC
586	Northern quahog (hard clam)					X	X	X	X	X	X	X	X	X	X	X	X	JUN-SEP	JUN-SEP	JUN-SEP	JAN-DEC	JAN-DEC
587	Softshell clam					X	X	X	X	X	X	X	X	X	X	X	X	APR-SEP	APR-SEP	APR-SEP	JAN-DEC	JAN-DEC

MARINE MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Mating	Calving	Pupping	Molting
138	Gray seal	CT	S	S		X	X	X	X							X	X	-	-	-	-
	Harbor seal					X	X	X	X							X	X	-	-	-	-
	Harp seal					X	X	X	X							X	X	-	-	-	-
	Hooded seal					X	X	X	X							X	X	-	-	-	-
140	Atlantic white-sided dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Gray seal	CT	S	S		X	X	X	X							X	X	-	-	-	-
	Harbor porpoise	CT	S	S		X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Harbor seal					X	X	X	X							X	X	-	-	-	-
	Harp seal					X	X	X	X							X	X	-	-	-	-
	Hooded seal					X	X	X	X							X	X	-	-	-	-
	Humpback whale	CT	F	E	UNCOMMON	X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Minke whale					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-
	Saddle-backed dolphin					X	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-

REPTILE:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D	Nesting	Hatching	Internesting	Juveniles	Adults
140	Green sea turtle	CT	S/F	T/T	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Kemp's ridley sea turtle	CT	S/F	E/E	VERY RARE						X	X	X	X	X	X		-	-	-	-	-
	Leatherback sea turtle	CT	S/F	E/E							X	X	X	X	X	X		-	-	-	-	-
	Loggerhead sea turtle	CT	S/F	T/T							X	X	X	X	X	X		-	-	-	-	-
235	Diamondback terrapin					X	X	X	X	X	X	X	X	X	X	X		APR-OCT	-	-	-	-

TERRESTRIAL MAMMAL:

RAR#	Species	ST	S/F	T/E	Concen	J	F	M	A	M	J	J	A	S	O	N	D
235	Muskrat					X	X	X	X	X	X	X	X	X	X	X	X

==========

HUMAN USE RESOURCES:

AQUACULTURE:

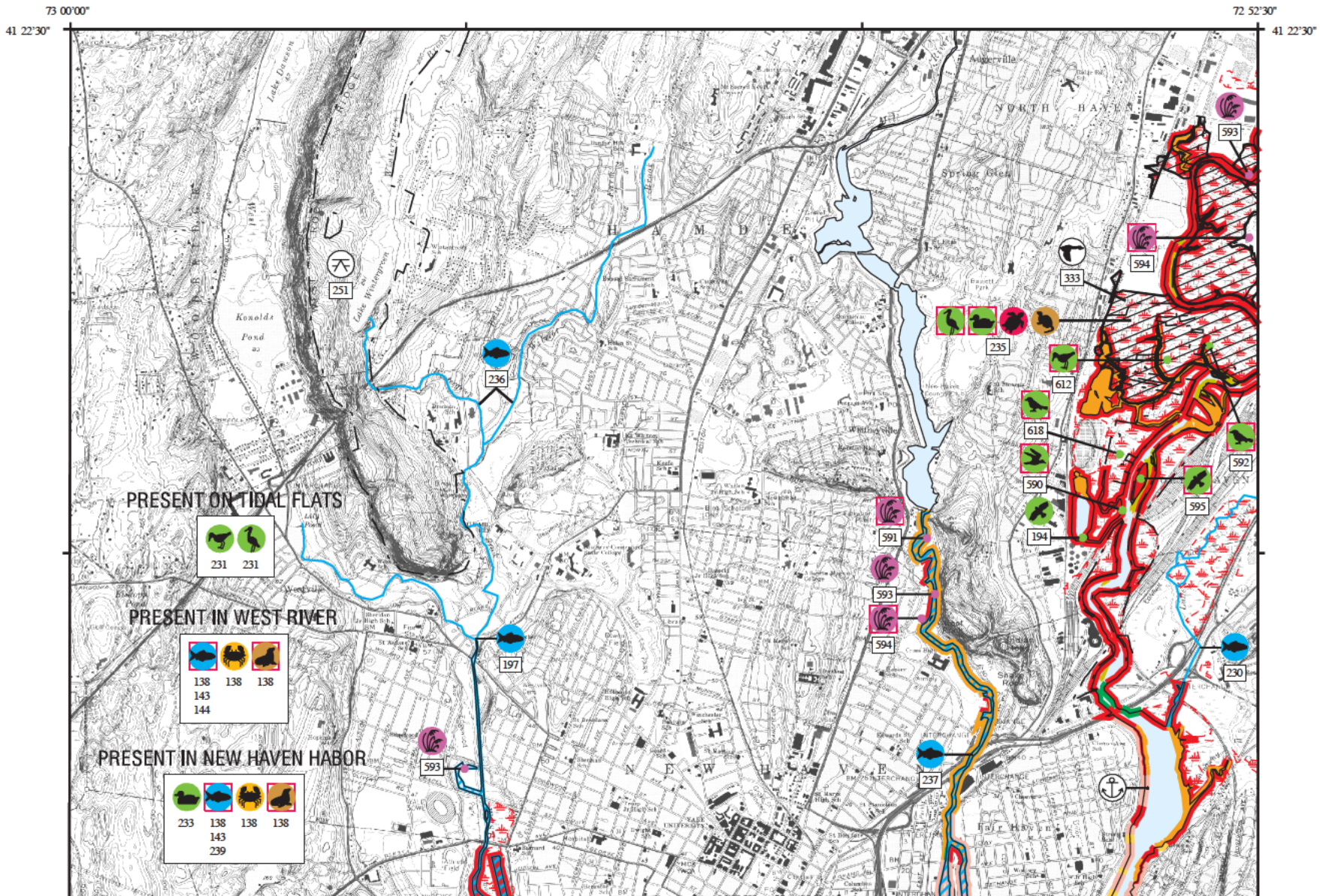
HUN#	Name	Owner	Contact	Phone
21	AQUACULTURE: SHELLFISH LEASE BEDS	CT BUREAU OF AQUACULTURE		203/874-0696

WILDLIFE REFUGE:

HUN#	Name	Owner	Contact	Phone
288	BRANFORD RIVER WILDLIFE AREA			
299	EAST HAVEN MARSH WILDLIFE AREA			
328	PAWSON PARK MARSH WILDLIFE AREA			
330	PINE ORCHARD MARSH WILDLIFE AREA			
333	QUINNIPIAC RIVER MARSH WILDLIFE AREA			

Biological information shown on the maps represents known concentration areas or occurrences, but does not necessarily represent the full distribution or range of each species. This is particularly important to recognize when considering potential impacts to protected species.

ENVIRONMENTAL SENSITIVITY INDEX MAP



SHORELINE HABITATS (ESI)

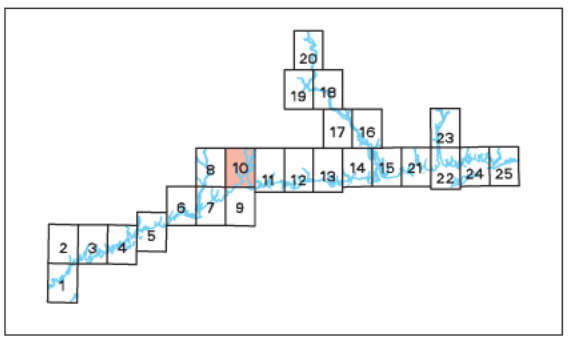
- 1A EXPOSED ROCKY SHORES
- 1B EXPOSED, SOLID MAN-MADE STRUCTURES
- 2A EXPOSED WAVE-CUT PLATFORMS IN BEDROCK
- 2B SCARPS AND STEEP SLOPES IN MUDDY SEDIMENTS
- 3A FINE-TO MEDIUM-GRAINED SAND BEACHES
- 4 COARSE-GRAINED SAND BEACHES
- 5 MIXED SAND AND GRAVEL BEACHES
- 6A GRAVEL BEACHES
- 6B RIPRAP
- 7 EXPOSED TIDAL FLATS
- 8A SHELTERED ROCKY SHORES
- 8B SHELTERED, SOLID MAN-MADE STRUCTURES
- 8C SHELTERED RIPRAP
- 8F VEGETATED STEEPLY-SLOPING BLUFFS
- 9A SHELTERED TIDAL FLATS
- 9B SHELTERED VEGETATED LOW BANKS
- 10A SALT-AND BRACKISH-WATER MARSHES
- 10B FRESHWATER MARSHES
- 10C SWAMPS
- 10D SCRUB-SHRUB WETLANDS

N W E S

SCALE 1:50000

1 .5 0 1 KILOMETER

1 .5 0 1 MILE



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Published: October 2001

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National Ocean Service
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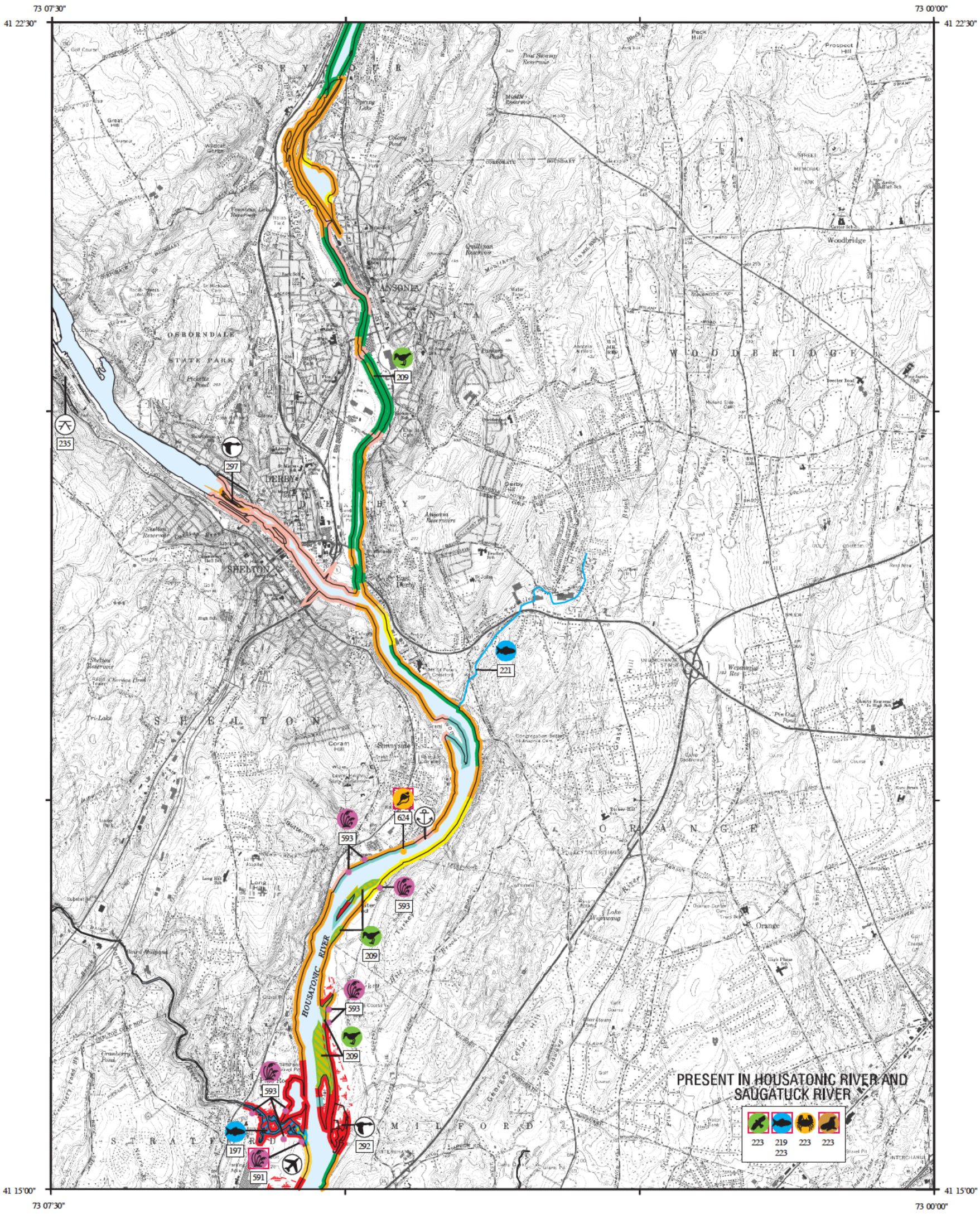
Hazardous Materials Response Division

NEW HAVEN, CT. (1984) **CT-10**

ENVIRONMENTAL SENSITIVITY INDEX MAP



SHORELINE HABITATS (ESI)

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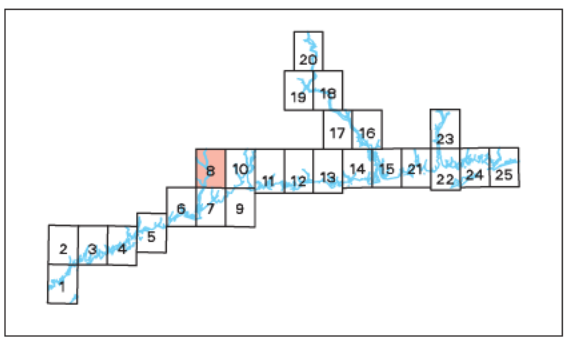
N W E S

SCALE 1:50000

1 .5 0 1 KILOMETER

1 .5 0 1 MILE



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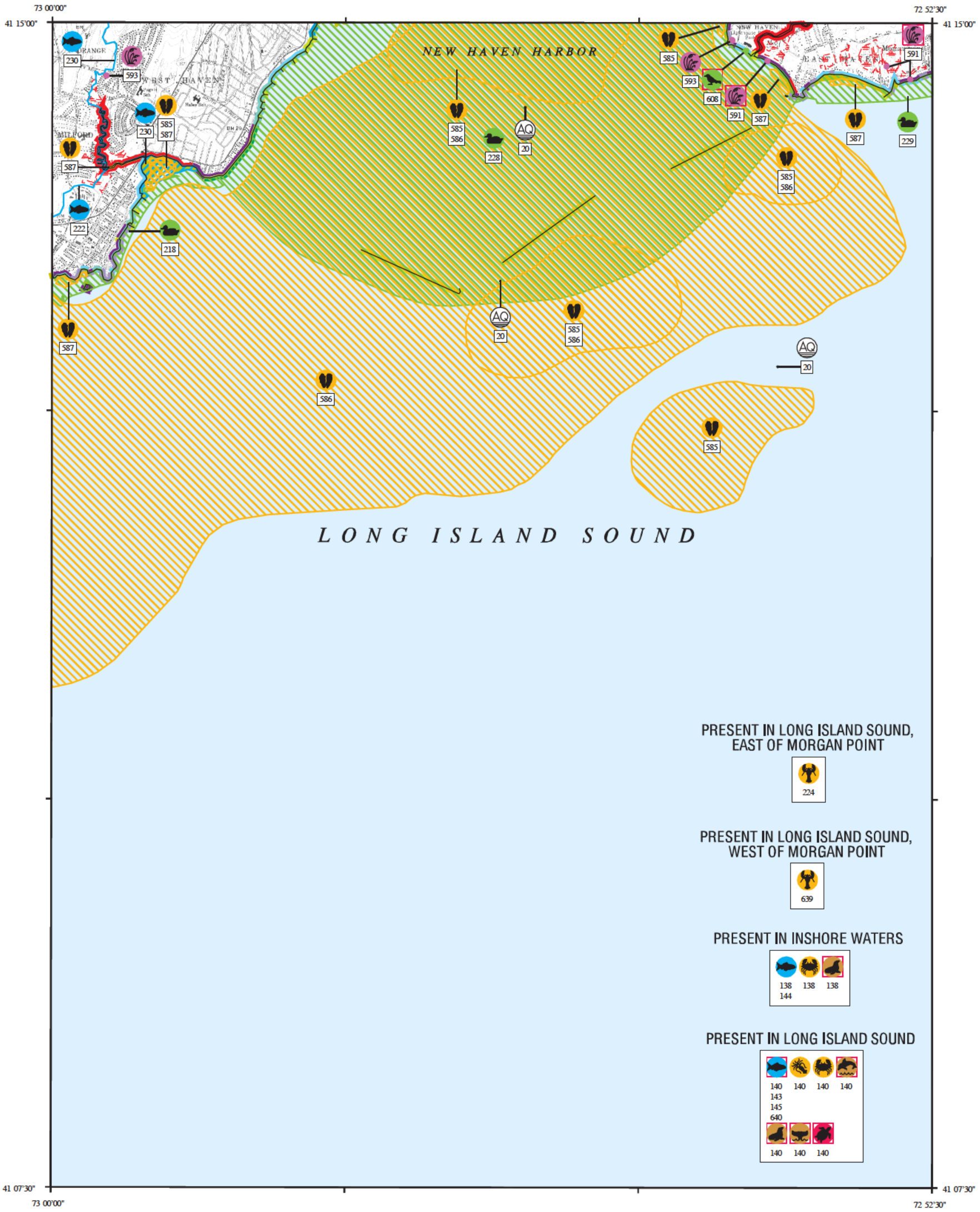
National Ocean Service
Office of Response and Restoration
Hazardous Materials Response Division

ANSONIA, CT. (1984) CT-8

ENVIRONMENTAL SENSITIVITY INDEX MAP



SHORELINE HABITATS (ESI)

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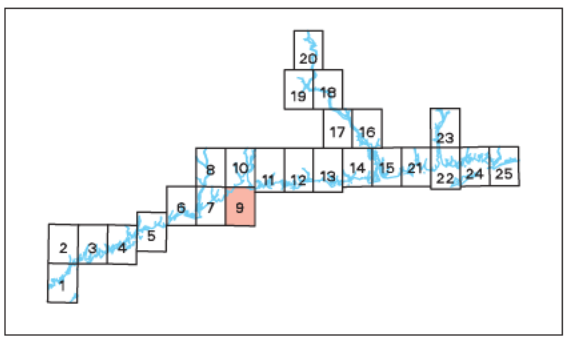

WOODMONT, CT. (1976) CT-9

ENVIRONMENTAL SENSITIVITY INDEX MAP

72 52'30" 72 45'00" 41 22'30" 41 15'00"

PRESENT IN LONG ISLAND SOUND, WEST OF INDIAN NECK

640

PRESENT IN INSHORE WATERS

229 138 138 138
144

PRESENT IN QUINNIPIAC RIVER AND MARSHES

231 231 233 235
235 234
235
235

PRESENT IN LONG ISLAND SOUND

140 140 140 224
143
145

140 140 140 140

LONG ISLAND SOUND

BRANFORD HARBOR

SHORELINE HABITATS (ESI)

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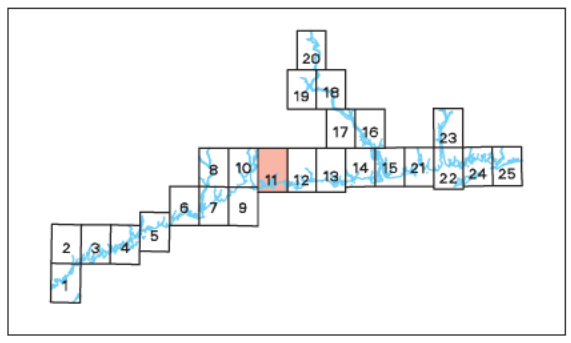
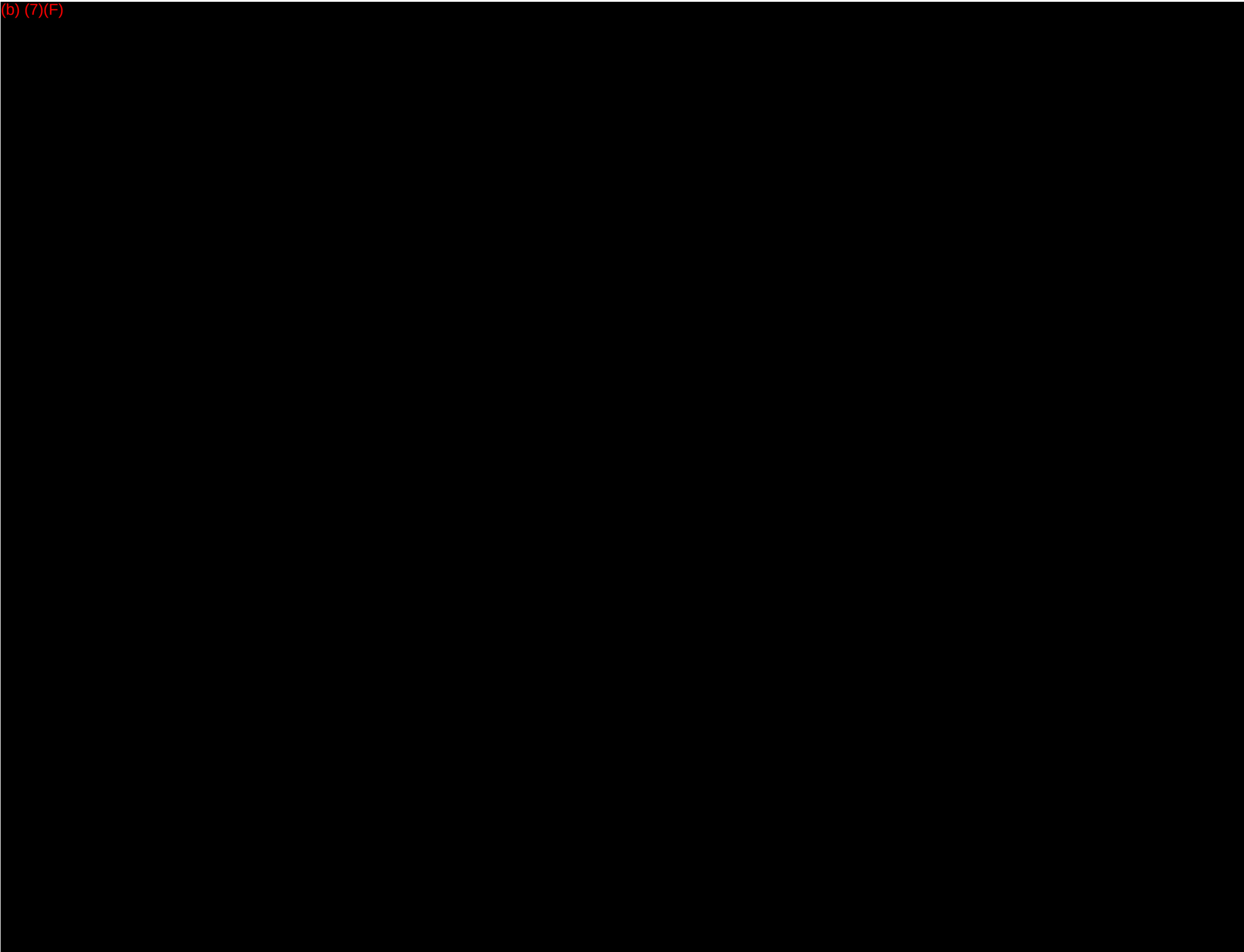
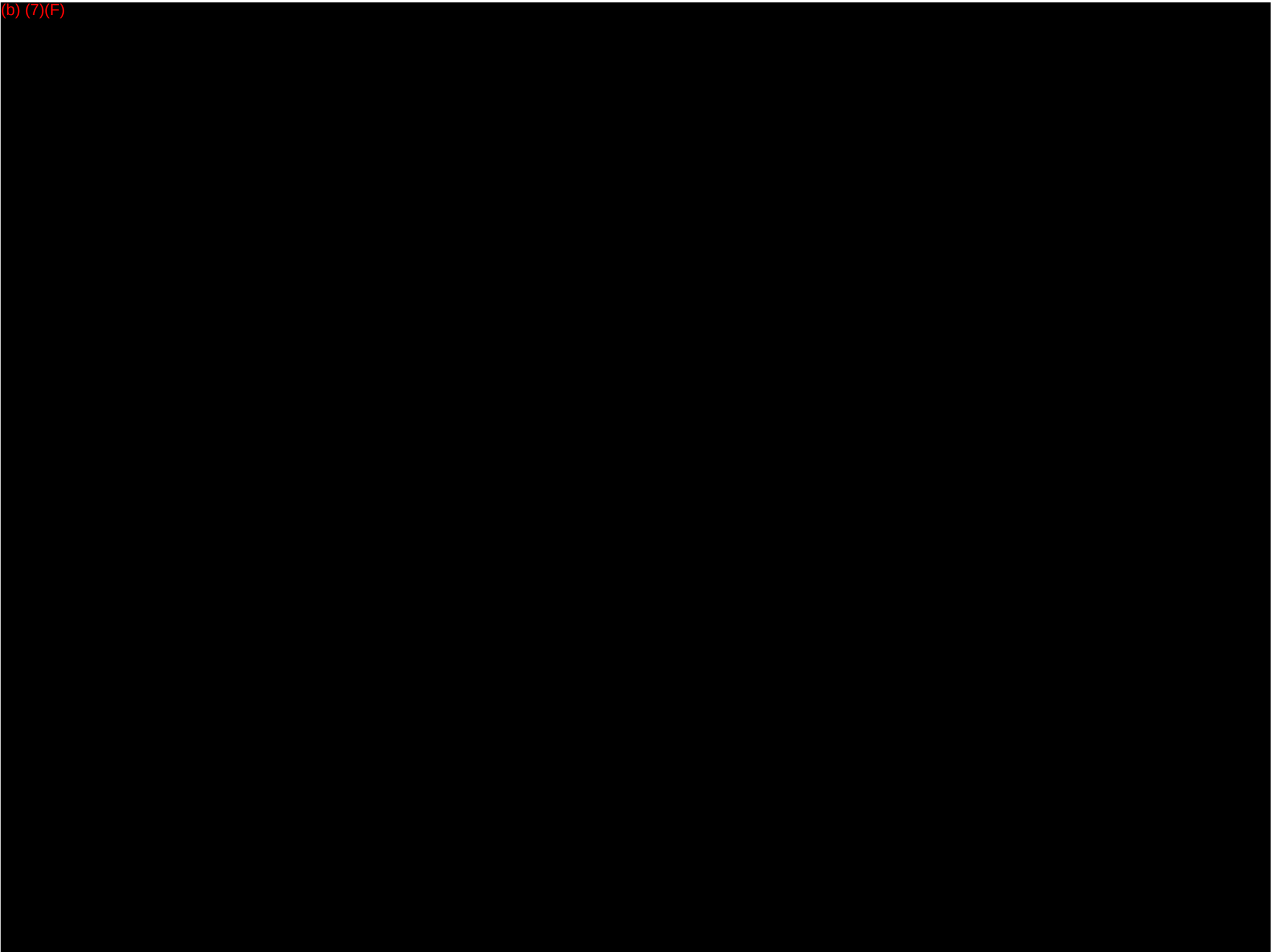


BRANFORD, CT. (1984) CT-11

(b) (7)(F)

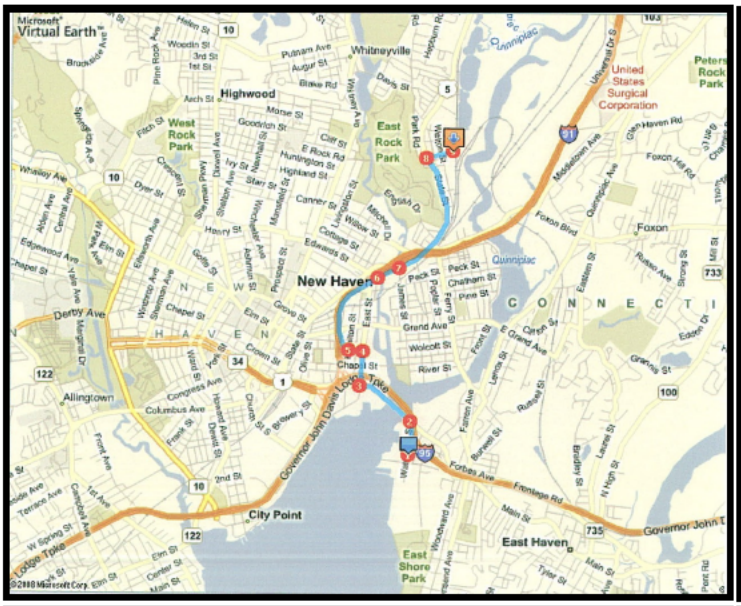

(b) (7)(F)

(b) (7)(F)



Site 1 - Hamden Terminal

(b) (7)(F)



LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St., go north and bear left onto US-1/Forbes Ave.

Turn right onto East St., then left onto Ives Pl.

Take ramp right for I-91 North towards Hartford.

At Exit 5, take ramp right for State St./US-5 toward Fair Haven.

Keep straight onto US-5/State St.

Turn right onto Benton St. to Site 1.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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WCD	SMALL	DESCRIPTION
3		Vac Truck(s)
2		Work Boat(s)
3,000 ft.		Containment Boom
2,000 ft.		Sorbent Boom
10 bales		Sorbent pad(s)
2		Skimmer(s) - (Suction, Weir, Oleophilic)
2		Frac Tank(s)
2,000 ft.		3/8" Polypropylene Line
24		Stake(s)
4		Sledge hammer(s)
2		Poly lined roll-off boxes
8 rolls		Poly Sheeting
10 cases		85 gallon drum liners
4		Light tower(s)

RECOMMENDED EQUIPMENT

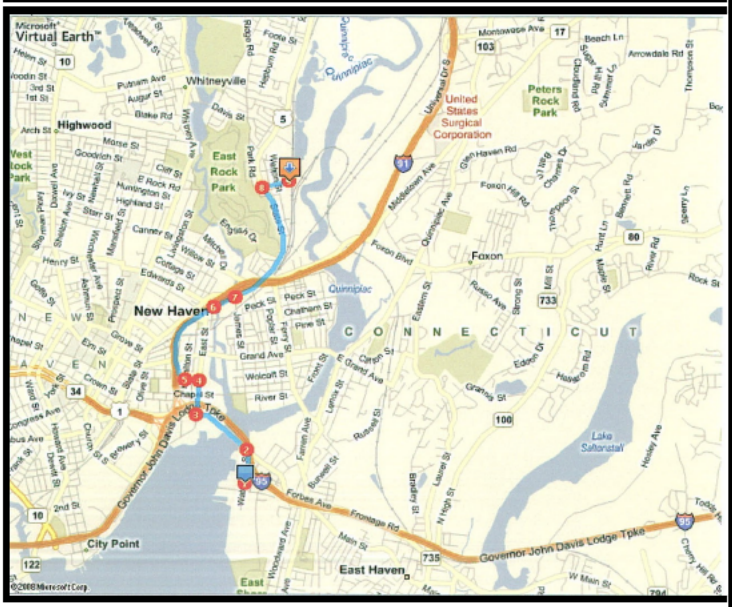
WCD	SMALL	DESCRIPTION
2		Portable Generator(s)

RECOMMENDED PERSONNEL

WCD	SMALL	DESCRIPTION
2		Supervisor(s)
3		Vac Truck Operator(s
6		Boat Operator(s)
2		Skimmer Operator(s)
6		Ground Crew

Site 2 - Hamden Terminal North End Pond

(b) (7)(F)



LEGEND Origin Destination

DRIVING DIRECTIONS

From 156 Waterfront St., go north and bear left onto US-1/Forbes Ave.

Turn right onto East St., then left onto Ives Pl.

Take ramp right for I-91 North toward Hartford, then at Exit 5 take ramp right for State St./US-5 toward Fair Haven.

Keep straight onto US-5/State St., then turn right onto Benton St. to Site 2.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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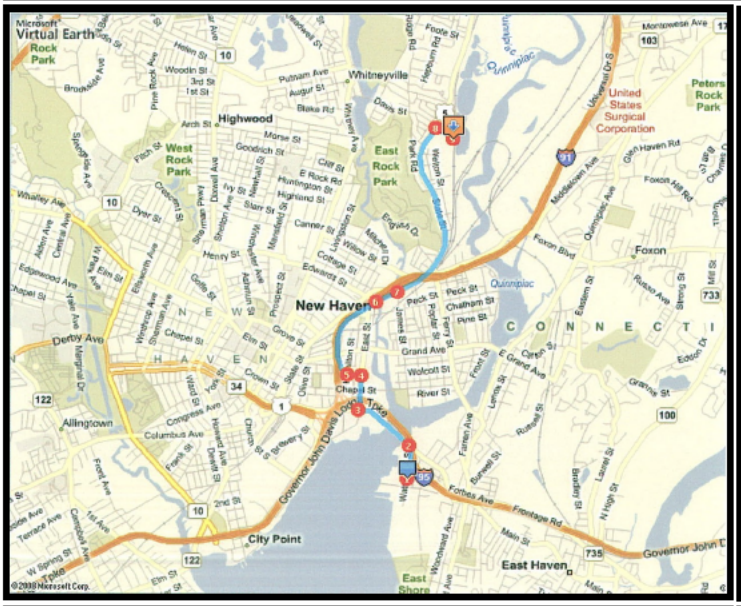
RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
2		Vac Truck(s)
1		Work Boat(s)
1,000 ft.		Containment Boom
500 ft.		Sorbent Boom
3 bales		Sorbent pad(s)
1		Frac Tank(s)
1,000 ft.		3/8" Polypropylene Line
6		Stake(s)
2		Sledge hammer(s)
1		Poly lined roll-off boxes
2 rolls		Poly Sheeting
2 cases		85 gallon drum liners
2		Light tow er(s)
1		Portable Generator(s)

RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION

RECOMMENDED PERSONNEL		
WCD	SMALL	DESCRIPTION
1		Supervisor(s)
1		Vac Truck Operator(s
3		Boat Operator(s)
4		Ground Crew

Site 3 - Hamden Terminal Amtrack Yard

(b) (7)(F)

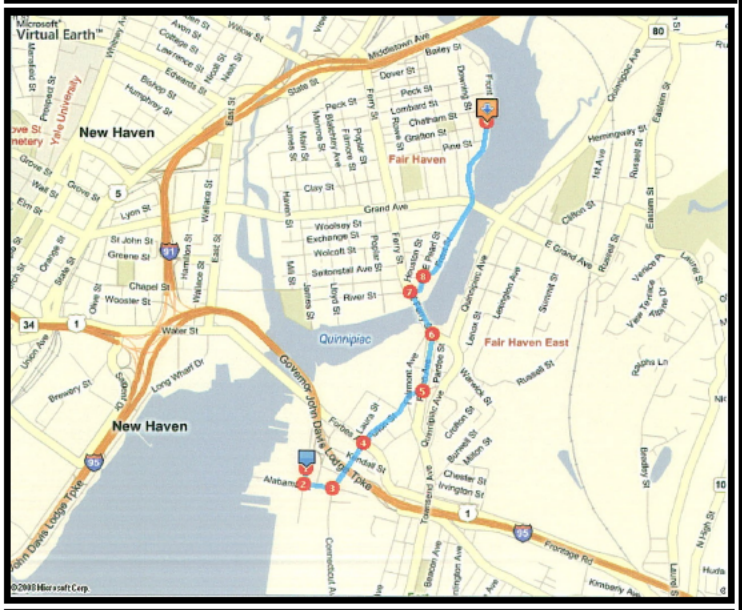

Virtual Earth
New Haven
Highwood
West Rock Park
East Rock Park
Whitneyville
Peters Rock Park
United States Surgical Corporation
Foxon
Allingtown
City Point
East Haven
Quinnipiac
Derby Ave
Chapel St
Grand Ave
Wolcott St
Forbes Ave
Main St
Governor John D
Foxon Blvd
Middletown Ave
Whalley Ave
Dixwell Ave
Congress Ave
Columbus Ave
Frontage Rd
Peck St
Elm St
Edgewood Ave
Dwight
Prospect Hill
Cedar Hill
Mill St
Eastern St
Strong St
Rusco Ave
Glen Haven Rd
Foxon Hill Rd
Montowese Ave
Woodin St
3rd St
1st St
Putnam Ave
Augur St
Blake Rd
Davis St
Morse St
Goodrich St
Cliff St
E Rock Rd
Huntington St
Highland St
Canner St
Willow St
Cottage St
Edwards St
Henry St
Starr St
Ivy St
Dyer St
Crescent St
Dixwell Ave
Shelton Ave
Winchester Ave
Edgewood Ave
Chapel St
Elm St
Grove St
Crown St
State St
Olive St
Church St
Temple St
York St
College St
Howard Ave
Front St
Ferry St
Water St
Burwell St
Lenox St
Rachel St
Farren Ave
Lenox St
Frost St
Lamia St
E Grand Ave
Cliff St
Edison Dr
Grattan St
River St
Brewster St
N High St
Woodward Ave
Terrace Ave
Cambridge Ave
1st Ave
2nd St
W Spring St
Tyler
Elm St
Main St
East Shore
Quinnipiac
Peck St
Chatham St
Pine St
Eastern St
Rusco Ave
Strong St
Mill St
Foxon Blvd
Middletown Ave
Glen Haven Rd
Foxon Hill Rd
Montowese Ave
Whitney Ave
Hamden Plain
Dixwell Ave
Whalley Ave

Site 4 - Middletown Ave. Bridge

Microsoft Virtual Earth
New Haven
Fair Haven
Fair Haven East
Quinnipiac
Grove St Cemetery
Yale University
Water St
Chapel St
Grand Ave
Clay St
Lyon St
Wooster St
Alabama St
Long Wharf Dr
Governor
Middletown Ave
Dover St
Peck St
Lombard St
Chatham St
Grafton St
Pine St
Wooley St
Exchange St
Wolcott St
Sentonstall Ave
River St
E Ferry St
Quinnipiac Ave
Lenox St
Lexington Ave
Sound St
E Grand Ave
Russell St
Warwick St
Fillion St
Kendall St
Burwell St
Chester St
Irvington St
Trowbridge Ave
Forbes Ave
Laura St
Fairmont Ave
Farren Ave
Porter St
Houston St
E Pearl St
Pearl St
Ferry St
Mill St
James St
Lloyd St
Wallace St
Hamilton St
St John St
Greene St
Crown St
George St
Temple St
Orange St
Church St
College St
Elm St
Chapel St
Wooster St
Water St
Brewery St
Union Ave
Cedar St
Oak St
Spring St
Church St S
Liberty St
Cedar St S
Chapel St S
S Frontage Rd
1st St
2nd St
Lake Pl
Bristol St
Dixwell Ave
Whitney Ave
Prospect St
Mansfield St
Audubon St
Cottage St
Linden St
Avon St
Lawrence St
Nicol St
Nash St
Edwards St
Bishop St
Humphrey St
Orchard St
Howe St
Winchester Ave
Munson St
Henry St
Lumson St
St Ronan St
Carner St
Irving St
Orange St
Michael Dr
Wilcox St
Vine St
Bailey St
Downing St
Front St
Quinnipiac Ave
Hemingway St
Russell St
1st Ave
Chilton St
Valley St
Foxon Blvd
Russell Ave
Kelly St
Ives St
Main St
Howard Ave
Monroe St
Fillmore St
Rowe St
Poplar St
Ferry St
Front St
Trumbull Ave
Division St
Irving St
Canner St
Wilcox St
Nicol St
Nash St
Dover St
Peck St
Lombard St
Chatham St
Grafton St
Pine St
Clay St
Grand Ave

Site 5 - Front Street Marina

(b) (7)(F)



LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St., go south and turn left onto Alabama St.

Turn left onto Fulton Terrace (road name changes to Fulton St.)

Turn left onto Farren Ave., then left onto E. Ferry St.

Turn right onto Brewery Sq., then right onto Front St. to Site 5.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
2		Vac Truck(s)
2		Work Boat(s)
2,000 ft.		Containment Boom
1,000 ft.		Sorbent Boom
5 bales		Sorbent pad(s)
1		Skimmer(s) - (Suction, Weir, Oleophilic)
2		Frac Tank(s)
2,000 ft.		3/8" Polypropylene Line
12		Stake(s)
2		Sledge hammer(s)
2		Poly lined roll-off boxes
8 rolls		Poly Sheeting
10 cases		85 gallon drum liners
2		Light tower(s)

RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
2		Portable Generator(s)

RECOMMENDED PERSONNEL		
WCD	SMALL	DESCRIPTION
2		Supervisor(s)
3		Vac Truck Operator(s
6		Boat Operator(s)
1		Skimmer Operator(s)
6		Ground Crew

Site 6 - Grand Ave. Bridge

LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St., go south and turn left onto Alabama St.

Turn left onto Fulton Terrace (road name changes to Fulton St.)

Turn left onto Farren Ave., then left onto E. Ferry St.

Turn right onto Brewery Sq., then right onto Front St. to Site 6.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
1		Vac Truck(s)
1		Work Boat(s)
2,000 ft.		Containment Boom
500 ft.		Sorbent Boom
5 bales		Sorbent pad(s)
1		Skimmer(s) - (Suction, Weir, Oleophilic)
1		Frac Tank(s)
1,000 ft.		3/8" Polypropylene Line
6		Stake(s)
2		Sledge hammer(s)
1		Poly lined roll-off boxes
4 rolls		Poly Sheeting
4 cases		85 gallon drum liners
2		Light tower(s)

RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
1		Portable Generator(s)

RECOMMENDED PERSONNEL		
WCD	SMALL	DESCRIPTION
1		Supervisor(s)
1		Vac Truck Operator(s
3		Boat Operator(s)
1		Skimmer Operator(s)
4		Ground Crew

Site 7 - Ferry Street Bridge

LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St., go south and turn left onto Alabama St.

Turn left onto Fulton Terrace (road name changes to Fulton St.)

Turn left onto Farren Ave., then left onto E. Ferry St. to Site 7.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
1		Vac Truck(s)
2		Work Boat(s)
1,500 ft.		Containment Boom
500 ft.		Sorbent Boom
3 bales		Sorbent pad(s)
1		Skimmer(s) - (Suction, Weir, Oleophilic)
1		Frac Tank(s)
1,000 ft.		3/8" Polypropylene Line
6		Stake(s)
1		Sledge hammer(s)
1		Poly lined roll-off boxes
2 rolls		Poly Sheeting
2 cases		85 gallon drum liners
2		Light tower(s)

RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
1		Portable Generator(s)

RECOMMENDED PERSONNEL		
WCD	SMALL	DESCRIPTION
1		Supervisor(s)
1		Vac Truck Operator(s
4		Boat Operator(s)
1		Skimmer Operator(s)
4		Ground Crew

Site 8 - I95 ? Forbes Ave Bridges

(b) (7)(F)

LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St. go south and turn left onto Alabama St.

Immediately turn left onto Stiles St.

Take ramp left and follow signs for I-95 South/Governor John Davis Lodge Tpke. to Site 8.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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WCD	SMALL	DESCRIPTION
2		Vac Truck(s)
2		Work Boat(s)
1,000 ft.		Containment Boom
1,000 ft.		Sorbent Boom
3 bales		Sorbent pad(s)
1		Skimmer(s) - (Suction, Weir, Oleophilic)
1		Frac Tank(s)
1,000 ft.		3/8" Polypropylene Line
12		Stake(s)
2		Sledge hammer(s)
2		Poly lined roll-off boxes
4 rolls		Poly Sheeting
8 cases		85 gallon drum liners
2		Light tow er(s)

WCD	SMALL	DESCRIPTION
1		Portable Generator(s)

RECOMMENDED PERSONNEL

WCD	SMALL	DESCRIPTION
2		Supervisor(s)
3		Vac Truck Operator(s
3		Boat Operator(s)
1		Skimmer Operator(s)
4		Ground Crew

Site 9 - 85 East Street Terminal & Dock

(b) (7)(F)

LEGEND Origin ● Destination ●

DRIVING DIRECTIONS

From 156 Waterfront St., go north and bear left onto US-1/Forbes Ave. to Site 9.

TECHNICAL RESPONSE PLANNING CORPORATION

February 2005

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RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
2		Vac Truck(s)
2		Work Boat(s)
3,000 ft.		Containment Boom
2,000 ft.		Sorbent Boom
10 bales		Sorbent pad(s)
2		Skimmer(s) - (Suction, Weir, Oleophilic)
2		Frac Tank(s)
2,000 ft.		3/8" Polypropylene Line
24		Stake(s)
2		Sledge hammer(s)
2		Poly lined roll-off boxes
10 rolls		Poly Sheeting
10 cases		85 gallon drum liners
4		Light tow er(s)

RECOMMENDED EQUIPMENT		
WCD	SMALL	DESCRIPTION
2		Portable Generator(s)

RECOMMENDED PERSONNEL		
WCD	SMALL	DESCRIPTION
2		Supervisor(s)
3		Vac Truck Operator(s
6		Boat Operator(s)
2		Skimmer Operator(s)
6		Ground Crew

Company's Original

Master Services Agreement
Number 08MMLP152

Master Services Agreement

This Master Services Agreement ("Agreement") entered into on February 9th, 2009 ("Effective Date") between Magellan Midstream Partners, L.P. ("Magellan"), a Delaware limited partnership, whose address is One Williams Center, Tulsa, Oklahoma 74172 and the following "Contractor":

Name:	**Center for Toxicology and Environmental Health, L.L.C.**
State and Form of Organization:	**AR – Limited Liability Company**
Address:	**5120 North Shore Dr.** **North Little Rock, AR 72118** **501-801-8500**

Magellan and Contractor hereinafter are referred to individually as a "Party" or collectively as the "Parties".

I. **Purpose:** Magellan and Contractor have entered into this Agreement because one or more Magellan Affiliates may engage Contractor to perform air modeling and industrial hygiene services. If a Magellan Affiliate wishes to engage Contractor, the Magellan Affiliate and Contractor will enter into a Request for Services. In this Agreement, Magellan and Contractor agree in advance to certain terms and conditions that will be applicable to any Request for Services. This Agreement does not guarantee that either Contractor or any Magellan Affiliate will enter into any Request for Services. However, once a Request for Services is executed between a Magellan Affiliate and Contractor, the terms and conditions expressed in this Agreement will govern the provision of Work under the Request for Services.

II. **Separate Obligations:** Each Request for Services will create a separate contract between Contractor and the Magellan Affiliate that executes the Request for Services. No Magellan Affiliate, other than the Magellan Affiliate that executes the Request for Services, will be liable for the obligations that arise under the Request for Services.

III. **Term:** The initial term of this Agreement will be for a period of one (1) year. This Agreement will automatically extend from month to month thereafter. Either Party may terminate this Agreement at the end of the initial term or at the end of any extension period by providing the other Party with written notice at least thirty (30) days prior to the intended termination date. The terms and conditions of this Agreement will survive and continue to apply to any Request for Services entered into between Contractor and a Magellan Affiliate that was executed prior to the termination of this Agreement.

IV. **Schedules:** The following schedules are attached hereto and incorporated herein: Schedule "A"—General Terms and Conditions; and Schedule "B"—Contractor's Rates.

Magellan Midstream Partners, L.P. By Magellan GP, LLC, Its General Partner	**Center for Toxicology and Environmental Health, L.L.C.**
By:	By:
Name: LARRY J. DAVIED	Name: Troy Chandler
Title: VP, TECHNICAL SERVICES	Title: Controller

Legal

Schedule "A"
General Terms and Conditions

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:

1.1 **"Authorized Substance(s)"** means a prescription drug for a current medical condition taken in accordance with a prescription from a licensed physician, and over-the-counter drugs for a current medical condition taken in accordance with the manufacturer's directions.

1.2 **"Company"** means the Magellan Affiliate that enters into a Request for Services with Contractor.

1.3 **"Claims"** means all causes of actions, claims, damages, judgment, settlement, penalty, fine, lien, demands, liability, costs, losses and expenses, including all expenses of litigation, court costs and reasonable attorney fees.

1.4 **"DOT"** means the Department of Transportation.

1.5 **"Hazardous Material"** means any hazardous or toxic substance, material, or waste, any pollutant or contaminant, or any other substance that is listed, defined, or regulated by applicable Law including polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea, formaldehyde, gasoline, diesel, oil, and other hydrocarbons.

1.6 **"Intellectual Property"** means any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, patentable inventions, and patents, eligible for protection under Law, including the Trademark Act of 1946, as superceded or amended, the Copyright Act of 1976, as superceded or amended, and the Patent Act, as superceded or amended.

1.7 **"Law"** means any and all laws, regulations, rules, ordinances, codes, orders and decrees of any local, state, or federal governmental authority affecting this Agreement, a Request for Services or the Work.

1.8 **"Magellan Affiliates"** means Magellan and any of its direct, indirect, present, and future subsidiaries and affiliates. Any entity that is controlled by or under common control with Magellan Midstream Partners, L.P. will be deemed a Magellan Affiliate.

1.9 **"PSM"** means Process Safety Management.

1.10 **"Reasonable Suspicion"** means a belief that an individual has engaged in prohibited activities based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

1.11 **"Request for Services"** means a fully-executed written agreement between Company and Contractor entered into pursuant to this Agreement expressing the scope of Work, compensation, commencement date, completion date, insurance requirements, and any additional terms and conditions for the performance of Work.

1.12 **"Unauthorized Substance(s)"** means an illegal drug, narcotic drug, controlled substance, alcohol, and any prescription or nonprescription medication that impairs ones judgment, performance, creates a depressant effect on ones central nervous system or is taken in violation of the prescribing physician's or manufacturer's directions.

1.13 **"Work"** means the services and/or goods to be provided by Contractor to Company pursuant to a Request for Services.

2. **Work:**

2.1 Scope of Work: The scope of Work will consist of providing those services and/or goods identified in the applicable Request for Services.

2.2 Change Orders: Contractor will not provide any services or goods that are not identified in the applicable Request for Services. In order to modify the scope of a Request for Services, Company and Contractor must agree to any change in writing. No change will be effective unless agreed to by the Parties in writing. If Company proposes a change, Contractor will respond within five (5) days of its receipt thereof with any proposed changes to the compensation and/or time required to perform the Work. If Contractor is unable to assemble the required information within five (5) days, Contractor will provide an explanation for the delay and identify the date on which it will respond.

2.3 Equipment & Permits: Unless otherwise provided in the applicable Request for Services, Contractor will furnish all services, goods, equipment, tools, and transportation necessary to perform the Work. Unless otherwise provided in the applicable Request for Services, Contractor will obtain all permits, licenses, and other authorizations and give all notices required by Law to perform the Work.

2.4 Subcontracts: Contractor will not subcontract the performance of the Work without the prior written consent of the Company, which will not be unreasonably withheld.

2.5 Subcontractors: Contractor shall identify all subcontractors prior to the commencement of the Work. Company shall have the right to veto any subcontractor proposed to be used by Contractor and to require Contractor to use a subcontractor approved by Company. Contractor shall be fully responsible to Company for the acts and/or omissions of its suppliers and subcontractors, and of persons either directly or indirectly employed by them. Contractor shall supervise all Work by its agents and subcontractors, and ensure that its agents and subcontractors meet or exceed the requirements of Contractor under this Agreement and the applicable Request for Services.

3. **Compensation:**

3.1 Rates: Time-and-materials Work will be performed at the rates specified in Schedule "B." Lump sum or bid Work will be performed at the rate specified in the Request for Services. Rates as specified in a Request for Services may not be changed, except in accordance with Section 2.2 herein. Any Contractor proposed change to Schedule "B" must be provided to Company in writing. No Schedule "B" rate change will be effective unless approved by Company in writing and such change will not apply to any Work under a Request for Services executed prior to the approved change. Contractor will not charge overtime or premium rates unless Company has approved such rates in writing.

3.2 Invoicing & Payment: Contractor will invoice Company on a monthly basis or as otherwise specified in the applicable Request for Services. Each invoice will: (a) be directed to the address specified in the Request for Services; (b) include the applicable Request for Services number; (c) be accompanied by supporting documentation; and (d) marked either "Partial" or "Final." Contractor's final invoice must be accompanied by a waiver of its lien rights and a waiver of each of its suppliers' and subcontractors' lien rights in a form provided by Company. Final invoices must be submitted promptly after the completion of the Work. Company will pay the undisputed amount of each invoice within thirty (30) days of its receipt thereof, unless otherwise specified in the applicable Request for Services. Contractor will retain all books and records related to the amounts charged to Company pursuant to a Request for Services for a period of two (2) years from the completion of the Work. Company may audit these books and records at Contractor's offices during normal business hours upon request.

3.3 Taxes: Payment of the compensation called for in this Agreement and any Request for Services shall include the amount of any taxes levied or assessed by any local, state, or federal body against Contractor, any subcontractor, or Company (except Company income taxes and sales taxes on Company-furnished items) in connection with or incident to the performance of this Agreement and any Request for Services, and Contractor shall remit such tax with the money so collected. Any tax that must be paid or withheld by Contractor shall be itemized in Contractor's invoices.

Contractor agrees to reimburse Company on demand for all taxes and governmental charges, local, state, or federal that Company may be required or deemed necessary to pay for the account of Contractor or Contractor's

employees. Contractor further agrees to furnish Company with all information and/or statements required to enable it to make any necessary reports to government entities and to pay such taxes and charges, and, at its election, Company is authorized to deduct all sums to be paid for taxes and governmental charges from such amounts as may be or become due and owing to Contractor hereunder.

3.4 Retainage: Company may at its option, subject to prior notification and approval, retain ten percent (10%) of the invoiced amounts due Contractor until final acceptance of the Work.

4. **Compliance:**

4.1 Law: Contractor shall comply and require its suppliers and subcontractors to comply with all Law applicable to the Work. Contractor represents that it is in full compliance with the Immigration and Nationality Act of 1996 and any subsequent amendments thereto, and will only provide Customer with Contractor personnel whose employment eligibility has been verified. Contractor will include this requirement in its agreements with any subcontractors providing work hereunder.

4.2 The Environment: Contractor will take all reasonable and necessary precautions to prevent the release of Hazardous Materials into the environment during the performance of the Work. Contractor will provide Company with a list of all Hazardous Materials that it will use during the performance of the Work. In the event of a release of any Hazardous Material by Contractor, its employees, agents, or subcontractors, Contractor will be responsible for the cost of remediation by a contractor designated by Company. Contractor will keep the Work site free of unnecessary accumulations of materials and waste resulting from the performance of the Work.

5. **Independent Contractor:** Contractor will be an independent contractor with respect to the performance of the Work, and Company will have no right to control the performance of the Work by Contractor, except in the results to be obtained. Company will have the right to inspect the Work during the course of performance to determine whether it is being performed in compliance with this Agreement and the applicable Request for Services. The Company's inspection of the Work will not waive any of Company's rights or remedies under this Agreement or any Request for Services or relieve Contractor of any of its obligations under this Agreement or any Request for Services.

6. **One Call Notification Requirements:** If excavation work of any kind is a part of the Work, Contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, agency orders, decrees, and court orders requiring advance notification to third parties whose assets and facilities may be affected by such work (collectively the "One-Call Notification System"). Contractor shall indemnify, hold harmless, and at Company's option, defend Company, its parents, affiliates, and subsidiaries and their respective officers, directors, employees, agents, and representatives from and against any and all claims, demands, damages, fines, penalties and any other costs arising from or related to Contractor's failure to comply with any and all requirements of the One-Call Notification System

7. **Warranties:**

7.1 Goods: CTEH is not a manufacturer of goods. CTEH hereby assigns to Company any warranties provided by the manufacturer of goods provided to Company by CTEH, and will cooperate with Company in enforcing such rights. CTEH DISCLAIMS ANY OTHER WARRANTY FOR THE SALE OF GOODS.

7.2 Services: For a period of twelve (12) months from the date the Work is completed in compliance with this Agreement and the applicable Request for Services, Contractor warrants that all services performed in connection with the Work have been performed in accordance with the prevailing industry standards for similar work. Contractor will re-perform, to the extent possible, any services that do not meet this warranty at its own expense and within a reasonable time. The twelve (12) month warranty period for services that are re-performed will begin on the date of their re-performance.

7.3 Failure to meet Warranty: Contractor will be responsible for any and all Claims resulting from its failure to meet its warranty obligations hereunder. If Contractor fails to remedy deficient or defective services or goods in a timely manner, Company shall have the right to remedy such defects at the Contractor's expense.

7.4 Investigations: Contractor's acceptance of a Request for Services will mean that it has fully investigated the Work to be performed, including the condition of the Work site, reasonably foreseeable complications, hazards, and risks, the availability of goods, labor, equipment, tools, and transportation. In conjunction with Contractor's investigation of the Work to be performed, Company shall disclose to Contractor "known risks and hazards" at that Work site, For purposes of this Section 7.4, "known risks and hazards" means those risks and hazards that Company knows of or should have known in the normal course of business.

8. **Liens:** If Contractor is being paid in compliance with this Agreement and the applicable Request for Services, Contractor will: (a) not file any liens, claims or encumbrances against the Company or its property; (b) shall pay as and when due all obligations incurred in the performance of the Work to Contractor's suppliers and subcontractors; (c) keep the Company's property free and clear of all liens, claims and encumbrances of Contractor's suppliers and subcontractors; and (d) upon notice from Company that any lien, claim or encumbrance has been filed against the Company or its property by Contractor's suppliers or subcontractors, cause the same to be removed by payment or by bond within thirty (30) days. Should Contractor breach this Section 8, then in addition to all other rights that Company may have under Law, Company may withhold any payments as due to Contractor in order to satisfy and cause the release of any such lien or encumbrance.

9. **Liability:**

9.1 Contractor: ***Contractor will indemnify, defend, and hold harmless Company, its parents, affiliates, partners, and members, and its and their respective officers, directors, employees, agents, and other representatives from and against all Claims arising out of or in connection with the Work, to the extent caused by Contractor's or Contractor's subcontractor's negligence or willful misconduct.***

9.2 Company: ***Company will indemnify, defend, and hold harmless Contractor, its parents and affiliates, and its and their respective officers, directors, employees, agents, and other representatives from and against all Claims arising out of or in connection with the Work to the extent that any such Claims are caused by the negligence,, or willful misconduct of Company.***

9.3 ***The indemnities expressed in this Agreement will survive the expiration or termination of this Agreement or any Request for Services.***

9.4 During the performance of the Work, Contractor shall verbally notify a Company representative immediately, with a follow-up written incident report to the identified Company representative within twenty-four (24) hours of (i) any unsafe work condition or hazard of which Contractor has knowledge, or (ii) any event or incident that resulted in or could have reasonably resulted in harm or damage to any person or property. Contractor shall cooperate fully with Company in any post-incident investigation as may be performed by Company.

10. **Insurance:** Contractor shall obtain and maintain, and shall require its subcontractors to obtain and maintain, in full force and effect during the performance of any Work the insurance coverage specified in the applicable Request for Services. Contractor shall provide Company with satisfactory certificates showing evidence of the required insurance coverage as of the effective date of the Request for Services prior to commencing the performance of any Work. The required limits are minimum limits and will not be construed to limit Contractor's liability. The cost of the required insurance will be borne by Contractor. Should the Contractor's insurance policy terminate or expire during the course of the Work, Company shall have the right to terminate the applicable Request for Services for cause and/or immediately suspend the Work.

11. **Termination:**

11.1 Default: Either Company or Contractor will be in default if it: (a) breaches this Agreement or the applicable Request for Services; (b) becomes insolvent; or (c) files or has filed against it a petition in

bankruptcy, for reorganization, or for appointment of a receiver or trustee. In the event of a default under (a), the non-defaulting Party will provide the defaulting Party with notice and a five (5) day opportunity to cure. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate the applicable Request for Services upon notice to the defaulting Party. In the event of a default under (b) or (c), the non-defaulting Party may terminate the applicable Request for Services upon notice to the defaulting Party.

11.2 Termination for Cause: If Company terminates a Request for Services because of the default of Contractor, Company may immediately take possession of the Work site and any goods belonging to or paid for by Company and complete the Work. If the Work cannot be completed for the total amount of compensation yet to be paid to Contractor under the Request for Services, with appropriate mitigation of damages by Company, Contractor will reimburse Company for the amount of any excess within thirty (30) days of the receipt of an invoice from Company. If Company terminates a Request for Services because of the default of Contractor, Company may also pay any of the Contractor's suppliers and subcontractors directly and deduct the amount paid from any amount due to the Contractor. If a court or arbitrator having jurisdiction determines that Company's termination for cause was wrongful, then Company's termination will be deemed to be a termination for convenience subject to subsection 11.3.

11.3 Convenience: Company may terminate a Request for Services without cause upon notice to Contractor. In the event of a termination for convenience, Contractor will comply with Company's instructions for stopping the Work. Company will pay the out-of-pocket expenses incurred by Contractor as a direct result of the termination through the fifth (5^{th}) business day after a termination for convenience plus ten percent (10%) for overhead and profit.

12. **Intellectual Property:** Any Intellectual Property developed by the Contractor for Company as part of the Work will be the property of the Company, and the Contractor will execute any documents necessary to assign ownership of such Intellectual Property to Company.

13. **Confidentiality:** Except as may be necessary to enforce its rights under this Agreement or a Request for Services, as otherwise may be necessary to respond in any legal proceeding (including any deposition, interrogatory, subpoena, or civil investigative demand), or as otherwise may be necessary to procure any insurance or bonding required by this Agreement or a Request for Services, Contractor will not disclose to any third party, other than Contractor's parents, affiliates, officers, directors, employees, agents, or other representatives, the terms and conditions of this Agreement and any Request for Services or any information provided by Company to Contractor that is identified as confidential or proprietary. This section will not apply to information that was known to Contractor prior to its disclosure by Company, becomes publicly available other than by unauthorized disclosure, or is received from a third party who, to the best of Contactor's knowledge, is under no confidentiality obligation to Company. Contractor's obligations will survive the expiration or termination of this Agreement for a period of two (2) years.

14. **Drug and Alcohol Policy:**

14.1 The Contractor hereby acknowledges that the Company endeavors to provide a safe, healthy and productive environment and utilizes every reasonable measure to maintain a work environment free of Unauthorized Substances. The Contractor recognizes that the use of Unauthorized Substances may impair an individual's job performance and create unsafe working conditions. Contractor shall use every reasonable means to maintain an Unauthorized Substance free work environment while on Company premises or engaged in Work on behalf of Company. The Company will take all reasonable measures to ensure that the Contractor and all of Contractor's employees, agents, representatives and subcontractors performing Work on Company premises or on behalf of Company are not under the influence of Unauthorized Substances. Contractor shall also take every reasonable measure to ensure that Contractor's employees, agents, representatives and subcontractors do not possess, consume, transfer, purchase or sell Unauthorized Substances on Company premises or during the performance of Work on behalf of Company.

14.2 Contractor hereby acknowledges that Authorized Substances may be taken so long as the individual's ability to perform his/her job safely is not impaired. If an individual's use of an Authorized Substance could impair or Reasonable Suspicion exists that the substance is impairing that individual's ability to perform their

job safely, that individual must immediately be removed from that job and either (i) transferred to another job that the individual can perform safely while taking the substance or (ii) be removed from performing Work for Company until such time as the individual can perform their job safely.

14.3 Contractor shall inform its employees, agents, representatives and subcontractors of this Drug and Alcohol Policy and that their performance of any Work for Company or while on Company premises is subject to these requirements. If at any time during the performance of Work for Company or while on Company premises should Company or Contractor have Reasonable Suspicion to believe that a Contractor's employee, agent, representative or subcontractor is in violation of these requirements, Contractor shall require that individual submit to a substance or alcohol test ("Drug Test") upon determination by Company and/or Contractor that Reasonable Suspicion exists. Contractor shall also require an individual to submit to a Drug Test post-accident when Company and/or Contractor has Reasonable Suspicion that a work-related injury was sustained or Company and/or Contractor property was damaged as a result of that individual's violation of this Drug and Alcohol Policy. Any individual found in violation hereof or refusing such Drug Test shall be removed from Company's premises and suspended from the performance of any Work on behalf of Company. Any individual under Reasonable Suspicion or found in violation hereof, is subject to a personal search by Company and/or Contractor, and a search may include their work areas and personal property as located on Company's premises. All testing required hereunder shall be administered in accordance with 49 C.F.R. Part 199.

14.4 Any Drug Test performed hereunder will be conducted with due regard to the privacy of the individual being tested. Test results and information related to testing will be confidential and will not be disclosed by the Contractor to any third parties, except to the extent that Contractor shall communicate such results to Company for the purpose of compliance with this Drug and Alcohol Policy. The Company and Contractor will perform its obligations under this Drug and Alcohol Policy to the fullest extent allowed by applicable Law and any Drug Test performed hereunder will be in accordance with applicable Law.

14.5 Any violation of this Drug and Alcohol Policy shall constitute a default of the Agreement and is subject to termination for cause hereunder in Company's sole discretion.

15. **DOT Regulated Work:**

15.1 If Contractor performs any Work that is regulated by the DOT, Contractor shall comply and require its agents and subcontractors to comply with all applicable DOT regulations. Contractors will provide Company with a list of subcontractors performing DOT regulated Work prior to commencing the Work.

15.2 Any Contractor performing DOT-covered tasks shall furnish qualified individuals to perform the Company's covered tasks. A covered task is an activity that (a) is performed on a pipeline facility and (b) is an operation or maintenance task, and (c) is performed as a requirement of either 49 C.F.R. Part 192 or 49 C.F.R. Part 195, and (d) affects the operation or integrity of the pipeline.

15.3 Contractor shall use the process below for valuation and records retention acceptable to the Company OQ Plan Administrator and in accordance with 49 C.F.R. Part 192.807 and 195.507. Qualification records shall (1) identify the qualified individual; (2) identify the covered tasks the individual is qualified to perform; (3) dates of current qualification; and (4) qualification methods. Records supporting an individual's current qualification shall be maintained while the individual is performing the covered task. Records of prior qualification and records of individuals no longer performing covered tasks shall be retained for a period of five (5) years.

15.4 To the extent the DOT has placed pipeline transportation companies on heightened security alert, Contractor is responsible for heightened security to ensure that persons non-essential to the performance of the Work or foreign objects/items are not permitted at the Work site. Contractor shall implement security background checks for persons performing Work.

15.5 DOT Drug and Alcohol Testing: If applicable, Contractor will be responsible for complying with the DOT requirements of 49 CFR Part 199. Contractor represents and warrants that: (a) Contractor has and will

maintain an anti-drug and alcohol program that complies with the requirements of 49 CFR Part 199; (b) Contractor has performed and will continue to perform the pre-employment, random, and post-accident drug and alcohol testing as specified in 49 CFR Part 199 on all of Contractor's personnel that will perform the Work; and (c) none of Contractor's personnel that will perform the Work is prohibited by 49 CFR Part 199 from performing the Work because they have failed or refused to take a drug or alcohol test. Company may audit or have a third party audit Contractor's records to verify Contractor's compliance with 49 CFR Part 199. Contractor shall ensure compliance with these DOT requirements by its agents and subcontractors.

16. **PSM Regulated Work:**

16.1 If Contractor performs any Work that is regulated by PSM, Contractor shall comply and require its agents and subcontractors to comply with all applicable PSM regulations in accordance with 29 C.F.R. 1910.119. Contractor will provide Company with a list of subcontractors performing PSM regulated Work prior to commencing the Work.

16.2 Any Contractor performing PSM work shall furnish qualified individuals to perform the Company's PSM work. PSM work is (a) the process safety management of highly hazardous chemicals, (b) a process which involves a chemical at or above the specified threshold quantities listed in 29 C.F.R. 1910.119, Appendix A, and (c) a process which involves a flammable liquid or gas in a quantity of 10,000 pounds or more, except for (x) hydrocarbon fuels used solely for workplace consumption as a fuel, and (y) flammable liquids stored in atmospheric tanks or transferred which are kept below their normal boiling point without benefit of chilling or refrigeration.

17. **Transportation Worker Identification Credential (TWIC)**: To the extent Contractor's performance of the Work requires Contractor access to secured areas of a Magellan maritime facility, then Contractor's personnel, representatives, agents and subcontractors shall have and present a valid Transportation Worker Identification Credential (TWIC) issued by the Transportation Security Administration.

18. **Miscellaneous:**

18.1 Notices: Any notice will be in writing either delivered by overnight courier or faxed with uninterrupted transmission confirmed by transmission report to the address set forth in the Request for Services. Either Party may change their notice address and fax number upon notice to the other Party at least ten (10) days in advance of the effective date of the change.

18.2 No Waiver: No waiver by either Company or Contractor of any right at any time will serve to waive of the same right at any future date.

18.3 Amendment: No amendment to this Agreement or any Request for Services will be effective unless made in writing and signed by both Parties.

18.4 Severability: If any provision of this Agreement or a Request for Services 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.

18.5 Attorneys' Fees: If either Party institutes suit to enforce any right or obligation arising under this Agreement or a Request for Services, prevailing Party will be entitled to recover reasonable attorneys' fees from the other Party.

18.6 Assignment: Neither Party may assign this Agreement or a Request for Services, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, Magellan and/or Company may assign this Agreement or a Request for Services, in whole or in part, to any Magellan Affiliates at any time without the consent of the Contractor. Any purported assignment in violation of this provision will be void.

18.7 Conflict of Interest: Neither Company nor Contractor will pay any commission, fee, or rebate to an employee of the other Party or favor an employee of the other Party with any gift or entertainment of significant value.

18.8 No Third Party Beneficiary: Nothing in this Agreement or any Request for Services is intended to provide legal rights to or create any liability for anyone not executing the applicable Request for Services.

18.9 Governing Law: ***This Agreement and any Request for Services will be governed and construed in accordance with the laws of the State of Oklahoma, without reference to the choice of law principles thereof.***

18.10 Counterparts: This Agreement and any Request for Services may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

18.11 Entire Agreement; Conflict: This Agreement and the applicable Request for Services represent the entire agreement of Company and Contractor with respect to the matters addressed therein and supersede and replace any previous agreements, oral or written, between the parties with respect to such matters. In the event of a conflict between the terms and conditions in this Agreement and those in any Request for Services, the terms and conditions in this Agreement will control.

18.12 Miscellaneous: References in this Agreement and any Request for Services to "days," "months" or "years" means calendar days, months and years unless otherwise indicated. The word "including" does not limit the preceding words or terms. No provisions of this Agreement or any Request for Services will be construed against or interpreted to the disadvantage of any Party by reason of such Party's having drafted such provision. Except as otherwise provided herein, the remedies provided in this Agreement or any Request for Services are cumulative, not exclusive, and in addition to all other remedies at law or in equity.

--End of Schedule "A"--

Schedule "B"
Contractor's Rates

COMPANY'S ORIGINAL

MASTER EMERGENCY SPILL RESPONSE AGREEMENT (OSRO Classified)

by and between

Magellan Pipeline Company, L.P.

and

Connecticut Tank Removal, Inc.

Contract Number MESRA 10MMLP015

Effective March 26, 2010

MASTER EMERGENCY SPILL RESPONSE AGREEMENT

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MASTER EMERGENCY SPILL RESPONSE AGREEMENT

THIS MASTER EMERGENCY SPILL RESPONSE AGREEMENT ("Agreement"), entered into to be effective this 13 day of January 2010 by and between, **CONNECTICUT TANK REMOVAL, INC.,** a Connecticut corporation with its principal place of business in **Bridgeport, CT** ("Contractor") and **MAGELLAN PIPELINE COMPANY, L.P.** a Delaware limited partnership, with its principal place of business in **Tulsa, Oklahoma** ("Company") hereinafter jointly referred to as "Parties" or singularly as "Party".

WHEREAS, Company operates refined petroleum products pipeline system, terminals and ammonia pipeline system and may from time to time experience a release or spill of product that requires emergency response and follow-up services to assist Company in controlling and mitigating such spills;

WHEREAS, Contractor is experienced in providing emergency response and follow-up services to spills such as the type as Company may have;

WHEREAS, Company desires Contractor to assist Company in providing emergency response and follow-up services to spills if requested, and Contractor desires to perform such services when requested; and

NOW THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions**

1.1 "Company Spill Response Request" shall mean a request by Company to Contractor for Spill Response Dispatch or Spill Response Standby.

1.2 "Hazardous Waste (or Waste)" shall mean Product(s) and/or any material or substances contaminated with the Product(s).

1.3 "Laws" shall mean all applicable federal, state, county, local laws, regulations and ordinances, including without limitation, those issued under the auspices of the USCG, MMS, OPS, EPA, OPA 90, OSRO, PREP, Department of Transportation ("DOT"), the Occupational Safety and Health Administration ("OSHA"), RCRA and CERCLA or any other authority having jurisdiction over the work.

1.4 "OPA 90" shall mean the Oil Pollution Act of 1990.

1.5 "OSRO" shall mean the Oil Spill Removal Organization contained in the Guidelines for the U.S. Coast Guard OSRO Classification Program.

1.6 "PREP" shall mean the National Preparedness For Response Exercise Program issued under the OPA 90 jointly by the U.S. Coast Guard ("USCG"), the Environmental Protection Agency ("EPA"), the Office of Pipeline Safety ("OPS"), and the Minerals Management Services ("MMS").

1.7 "Product(s)" shall mean substances for which Company provides transportation and terminal services, and which are defined or identified as hazardous substances under the Resources Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and other applicable federal and state regulations.

1.8 "Authorization to Respond" shall mean those signed written agreements between Company and Contractor entered into pursuant to this Agreement which set forth the scope of work including the commencement date for the work and any other provisions agreed to by the Parties.

1.9 "Excavation" shall mean the movement of earth, rock, soil, or other material by any means including blasting, boring, channeling, grading, clearing, tunneling, drilling, jack-hammering, digging, or backfilling below the existing grade by non-mechanical or mechanical equipment or by explosives. Excavation shall not include normal agricultural practices, including plowing, tilling, planting, and harvesting that are unlikely to reach the depths of the Pipeline.

2. Company Spill Response Request

2.1 Upon receiving a direct telephone call at phone numbers set forth on Exhibit C from a designated Company Representative (either a Qualified Individual or an Incident Commander), Contractor shall provide one of the following spill response services ("Spill Response Request"):

(a) Spill Response Dispatch – Contractor will dispatch the Response Team and Emergency Equipment to the scene of the spill.

(b) Spill Response Standby – Contractor will place the Response Team and the Emergency Equipment on standby until requested by Company to dispatch or to release from standby.

(c) Exercise Response Dispatch – Contractor will dispatch the Response Team and Emergency Equipment to the scene of the Exercise, in a faithful simulation of a real incident (as necessary).

2.2 Company will provide Contractor with the following information:

(a) The name and title of person placing the call and a representation that she or he is acting in the capacity of a Qualified Individual or Incident Commander;

(b) Company's name, address, telephone number;

(c) The location of the spill;

(d) The name or type of Product spilled and its characteristics and MSDS, if known;

(e) The approximate time of the spill; and

2.3 Company will fax or otherwise deliver an Authorization to Respond to Contractor as soon as reasonably possible confirming the Spill Response Request.

2.4 Prior to performing any activities at the spill site, Company and Contractor will agree upon the services to be performed by Contractor. Contractor shall perform such services until such time that Company determines that services are no longer required.

2.5 In the event that Contractor arrives at a spill site prior to the arrival of Company or Company's representative, Contractor shall wait for directions from Company's representative prior to undertaking any response activities.

2.6 Contractor shall make its own determination as to the precautions appropriate for any Product, but Contractor shall accept Company's determination in a given situation that a Product is hazardous and handle it accordingly, whether or not the particular Product involved meets the definition of hazardous waste under applicable laws and regulations.

3. **Authorization to Respond**

3.1 As soon as reasonably possible, not to exceed 72 hours, following issuance of a Spill Response Request Company shall provide Contractor a written Authorization to Respond in a form substantially similar to Exhibit "H" attached hereto that specifies a scope of work to be performed and the commencement. An Authorization to Respond shall be issued in writing by an authorized representative of Company consisting of either the Incident Commander or a Qualified Representative.

3.2 As part of the Authorization to Respond, Company will provide Contractor with relevant information reasonably available concerning the composition, quantity, toxicity, and potentially hazardous properties of any Product known or believed to be present at site for which services are requested.

3.3 The Parties agree that facsimile signatures shall have the same force and effect as original signatures.

3.4 If Contractor fails to sign or provide a written response identifying any objections to an Authorization to Respond within five (5) days after receiving the Authorization to Respond, the Authorization to Respond sent by the Company shall be deemed to have been accepted as if signed by the Contractor without objection.

3.5 Company may terminate or suspend at any time, with or without cause, in whole or in part, any Authorization to Respond by giving written notice to Contractor's representative at the release site or as provided in the Notice section hereinafter; provided, however, that if Company terminates an Authorization to Respond

without cause, it shall compensate Contractor for all work performed prior to such effective date of termination. No cancellation charges of any sort shall be paid by Company.

4. **Separate Obligations**

Each Spill Response Request and its corresponding Authorization to Respond creates a separate transaction, subject to this Agreement between Contractor and the Company.

5. **Scope of Work**

5.1 The scope of work shall be as described in the Authorization to Respond In the event that there is any discrepancy between the Spill Response Request and the Authorization to Respond regarding the scope of work, the Authorization to Respond shall be the sole controlling document in determining the scope of work to be performed by Contractor.

5.2 Company will generally coordinate and direct emergency response and remediation efforts at a spill site. Company shall designate a qualified individual ("the Qualified Individual") or an incident commander (the "Incident Commander") as its "Company Representative" at the spill site to coordinate with Contractor.

5.3 Contractor may be requested to provide supervision, labor, equipment, materials and other services, including without limitation, the following types of services:

(a) Containment, neutralization, decontamination, recovery, cleanup, and repackaging of materials;

(b) Site assessment and site restoration;

(c) Transportation, storage, treatment or disposal of waste;

(d) Engineering and technical services, including sampling, analysis, design, engineering, construction, or any other related services;

(e) Environmental consulting, preparedness evaluation, emergency response planning or any other related consulting services.

6. **Contractor Warranties and Representations**

6.1 Contractor warrants and represents that it has the capability, experience, and means required to perform the services contemplated by this Agreement.

6.2 Contractor will provide all necessary supervision, labor, machinery, tools, equipment, materials, suppliers, and subcontracted items (except those furnished by Company) for the performance of services under this Agreement. Contractor will be fully responsible for all work performed by its subcontractors, however,

unless specifically authorized by Company, Contractor shall not subcontract any work or services. Company authorization for subcontracting may be verbal but will be confirmed in writing in an Authorization to Respond.

6.3 Contractor warrants and represents, and will demonstrate on request, that its equipment is adequate and in good working order, and its personnel (including its subcontractors) are fully trained and certified, in accordance with, but not limited to, Laws, OSRO, PREP, OPA 90, the OSHA Respiratory Protection, Hazard Communication, and Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).

6.4 Contractor shall perform all work safely, carefully, and in a good and workmanlike manner consistent with accepted professional practices, all applicable and existing Laws, and Company's standards and specifications.

6.5 Contractor shall notify Company if (a) Contractor is served with notice of violation of any law, regulation, permit, or license which relates to its services hereunder; (b) proceedings are commenced which could lead to revocation of permits or licenses which relate to such services; (c) permits, licenses, certifications, classifications, or other governmental authorizations relating to such services are revoked; (d) litigation is commenced against Contractor which could affect such services; or (e) Contractor becomes aware that its personnel, equipment, or facilities related to such services are not in compliance with applicable Laws, permits, or licenses.

6.6 Contractor shall comply and require its suppliers and subcontractors to comply with all Law applicable to the Work. Contractor represents that it is in full compliance with the Immigration Reform and Control Act of 1986, the Immigration and Nationality Act of 1996 and any regulations and subsequent amendments related thereto, and will only provide Customer with Contractor personnel whose employment eligibility has been verified. Contractor will include this requirement in its agreements with any subcontractors providing work hereunder.

6.7 **One-Call Notification and Excavation Practices Requirements:** If excavation work of any kind is a part of the work, Contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, agency orders, decrees, and court orders requiring advance notification to third parties whose assets and facilities may be affected by such work (collectively the "One-Call Notification System"). Contractor shall adhere and require its agents and subcontractors adhere to Excavation best practices of the Common Ground Alliance Best Practices (version 4.0 or greater) available at www.commongroundalliance.com.

6.7 **Transportation Worker Identification Credential (TWIC)**: To the extent Contractor's performance of the Work requires Contractor access to secured areas of a Magellan maritime facility, then Contractor's personnel, representatives, agents and subcontractors shall have and present a valid Transportation Worker

Identification Credential (TWIC) issued by the Transportation Security Administration.

7. **Contractor Response Capabilities**

7.1 Contractor will provide a map of predicted response times from dispatch locations and warrants and represents that it will maintain qualified personnel stationed on 24-hour call, in the cities listed in Exhibit A (collectively known as "Response Teams"). Each Response Team will consist of individuals trained in current spill control and clean up technology and capable of administering response to spills of Products under this Agreement.

7.2 Contractor warrants and represents that it will maintain emergency spill control equipment ("Emergency Equipment") according to the appropriate OSRO classification requirements in the locations listed in Exhibit A. In the event that Contractor's Emergency Equipment is not available and maintained in accordance with OSRO requirements, Contractor will immediately provide Company with updated equipment lists and maintenance procedures.

7.3 OSRO Classifications are listed according to USCG, EPA and/or DOT response zones. Contractor warrants and represents that the Response Teams and Emergency Equipment are qualified under the applicable OSRO classifications and will respond to a Company Spill Response Request as rapidly as possible, but within the Tier 1 OSRO mandated response time requirements for the listed zones. If the Response Teams and Emergency Equipment are actively engaged on another OPA certified response clean-up, Contractor shall provide a subcontractor (with Company's approval) to perform its services to the Company Spill Response Request.

7.4 If a Contractor does not have an OSRO classification, Contractor shall submit for Company's approval the detailed de-rated personnel and equipment lists, and response times to covered facilities as required by the USCG and Laws in the absence of such classifications.

7.5 Contractor agrees that in the event Contractor fails to respond to a Company Spill Response Request in accordance with the above provisions, Contractor will, at Company's sole option, forfeit the Retainer Fee to Company that was paid for the current year. The forfeiture of the Retainer Fee is not in lieu of or a waiver of any other remedies in law that Company may have against Contractor.

8. **Contractor Record Retention Requirement**

8.1 Contractor shall maintain a copy of employee's training certifications/ documentation for all personnel employed by the Contractor and its subcontractors, if applicable. These records shall be made available to Company upon request.

8.2 Contractor shall maintain daily logs of its personnel, equipment, and supplies used on an Authorization to Respond, both for Contractor's employees and its subcontractors, if any. These records shall be made available to Company upon request.

8.3 Contractor shall maintain documentation of their medical surveillance program and provide such documentations to Company's representative upon request.

9. **Contractor's Emergency Response Requirements**

9.1 For Contractor conducting "Emergency Response" under 29 CFR 1910.120, pursuant to a Company issued Authorization to Respond, the requirements include but are not limited to:

(a) Pre-emergency planning/coordination with outside agencies.

(b) Pre-emergency review and familiarization with the Company's emergency response plans for all covered assets.

(c) Developing, implementing, and documenting the incident command system for the project.

(d) Identification of and training of Contractor's personnel regarding emergency recognition and prevention relative to the specific project.

(e) Identifying safe distances and places of refuge relative to the specific project.

(f) Establishing evacuation routes and procedures for specific project in coordination with Company's representative.

(g) Establishing site security and control procedures for the specific project in coordination with Company's representative.

(h) Establishing decontamination procedures applicable to the project.

(i) Identifying emergency medical treatment and first aid procedures.

(j) Identifying emergency alerting and response procedures.

(k) Establishing personal protective equipment and emergency equipment of the project.

(l) Preparing and submitting to Company's on-site representative a post-emergency critique for the emergency response discussing Contractor's overall response efforts and possible improvements which could be made.

This critique shall be submitted to Company's representative within 30 days after completion of all work related to the project.

10. **Contractor's Post Emergency Response Requirements**

10.1 For Contractor conducting "Post-Emergency Clean-Up" under 29 CFR 1910.120, pursuant to a Company issued Authorization to Respond, the requirements include but are not limited to:

(a) Contractor should review and be familiar with Company's major Product spill safety and health program for post-emergency clean-up operation.

(b) Contractor shall prepare a site characterization plan and analysis evaluation by a Certified Industrial Hygienist (CIH) or other qualified person mutually agreed upon by the Company and Contractor. Company may require a CIH for a major oil spill.

(c) Contractor shall develop a site-specific safety and health plan for the project by the site safety and health supervisor, prior to beginning work.

(d) Contractor shall implement site control procedures to prevent or control employee exposure to hazardous substances as identified in site safety and health plan.

(e) Contractor shall develop, implement, and document the following on a project-specific basis as required to comply with 29 CFR 1910.120:

(1) Engineering controls and work practices to be used in the clean-up activities.

(2) Personal protective equipment requirements.

(3) Frequency and type of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring any sampling equipment to be used. Documentation shall be provided to Company's representative within 30 days of completion of Contractor's work on the post-emergency cleanup.

(4) Decontamination procedures to be used.

(5) Post-Emergency critique, discussing such items as the effectiveness of the cleanup and any recommended improvements shall be provided to Company's representative within 30 days of completion of Contractor's work on the post-emergency cleanup.

(6) Confined space entry procedures.

(7) A spill containment program for the cleanup.

(8) Work practices to be used in the clean-up activities.

10.2 Company shall provide Contractor with adequate copies of Company's major Product spill safety and health program for post-emergency clean-up operations in advance of issuing any Authorization to Respond.

11. Hazardous Waste Handling and Title

11.1 Contractor shall not transport, store, or dispose of any Hazardous Waste without the written consent of the Company.

11.2 Contractor warrants that if Contractor owns or controls the facility to which Hazardous Waste will be delivered hereunder, the facility will be properly licensed and permitted to receive such Waste. Contractor shall not use any alternative treatment, storage, or disposal facility without Company's approval and the approval of the appropriate governmental authorities.

11.3 If Hazardous Waste is to be treated or disposed of at a facility owned by Contractor, then title to such Waste and all risk of loss or damage shall pass from Company to Contractor at the time Contractor takes physical possession of such Hazardous Wastes.

11.4 Contractor warrants that it is duly licensed to receive and transport the Hazardous Waste, and that the drivers and trucks supplied by Contractor will be trained, authorized, equipped, and licensed to carry such Waste, in accordance with prudent safety precautions and applicable Laws, federal, state, or local laws and regulations. Trucks and other equipment used by Contractor for performance of the services shall be in first-class operating condition shall be suitable for the particular services requested, and shall be periodically inspected and property maintained.

11.5 Company warrants that it holds clear title to or is custodian for all Hazardous Waste to be treated, stored, controlled, or disposed and is under no legal restraint or order which would prohibit the treatment, storage, or disposal of such Hazardous Waste by any transporter or disposal facility.

11.6 Company shall secure all approvals, easements, licenses, and right-of-way necessary for Contractor to access the work site under any Authorization to Respond. Company agrees to bear the costs of all construction, modification, repair, or restoration of any right-of-way necessary for Contractor to perform the work, except as such may result from Contractor's negligence. Contractor shall access the work site in a way that is not unreasonably burdensome to the property.

12. **Compensation**

12.1 All work performed hereunder shall be priced on a time and material basis in accordance with the rate schedule (the "Rate Schedule") set forth in Exhibit D.

12.2 The Rate Schedule shall include separate daily/hourly rates for work performed during the initial emergency response ("Emergency Response Rates") and separate reduced rates for work performed after the initial emergency response ("Standard Rates"). Standard Rates shall become effective when the leak is stopped and the release is contained or when as reasonably determined by Company that emergency response is no longer necessary and the Company and Contractor mutually agree that emergency response rates are no longer applicable.

12.3 Contractor may not less than once annually, by written notice to Company, issue an amended Rate Schedule, which shall be come effective sixty (60) days after such notice; provided, however, no amended Rate Schedule shall be effective with respect to work performed under any Authorization to Respond accepted by Contractor prior to Contractor's notification to Company of such amended Rate Schedule.

12.4 For daily billing rates on equipment, a "day" shall include up to twenty-four (24) hours within the same calendar day. An individual performing work below the individual's classification shall be billed at the rate for the work performed and not at the rate of the classification of the individual. Vehicle rates shall be based on a daily rate that is inclusive of all mileage driven, except as specified in the Rate Schedule.

12.5 Rates for work shown in the Rate Schedule shall include benefits, overtime premiums, overhead, and profit. The rates shall also include all charges for the use of equipment on a fully maintained basis, including all fuel, oil and repairs.

12.6 Subsequent to the initial mobilization, the Contractor shall receive daily the prior approval of the Company Representative for all personnel, equipment and materials to be used. Contractor shall be responsible to receive daily written verification from the Company Representative of personnel, equipment and materials used.

12.7 Taxes: Payment of the compensation called for in this Agreement shall include the amount of any taxes levied or assessed by any local, state, or federal body against Contractor, any subcontractor, or Company (except Company income taxes and sales taxes on Company-furnished items) in connection with or incident to the performance of this Agreement and any Authorization to Respond, and Contractor shall remit such tax with the money so collected. Any tax that must be paid or withheld by Contractor shall be itemized in Contractor's invoices.

Contractor agrees to reimburse Company on demand for all taxes and governmental charges, local, state, or federal that Company may be required or deemed necessary to pay for the account of Contractor or Contractor's employees.

Contractor further agrees to furnish Company with all information and/or statements required to enable it to make any necessary reports to government entities and to pay such taxes and charges, and, at its election, Company is authorized to deduct all sums to be paid for taxes and governmental charges from such amounts as may be or become due and owing to Contractor hereunder.

For work performed in the state of Texas, payment of the compensation called for in this Agreement shall include all Texas sales and use taxes levied against Contractor, any subcontractor, or Company in connection with or incident to the performance of the Authorization to Respond, and Contractor shall remit such tax with the money collected. Any tax that must be paid or withheld by Contractor shall be documented in Contractors books and records.

13. **Payment**

13.1 For work performed pursuant to an Authorization to Respond, Contractor shall submit invoices, itemization of all expenses and charges, and supporting documentation on a monthly basis, including written verification by Company, of personnel, equipment and materials used. Subject to Company's approval of the invoices, payment shall be made within thirty (30) days from Company's receipt of the invoice and documentation.

13.2 The mark up on all reimbursable expenses incurred by Contractor, including work, equipment and materials provided by subcontractors and vendors, in performance of the work shall not exceed ten percent (10%).

13.3 Contractor shall provide to Company, upon completion of the services requested under each Authorization to Respond and before final payment shall become due, (a) an affidavit which provides that all payrolls, bills and material and equipment and other indebtedness connected with the services for which Company may in any way be responsible, have been paid or otherwise satisfied, and upon request (b) other documentation such as receipts, releases, and waivers of liens, establishing payment or satisfaction of all obligations. If any such obligations remain unsatisfied after all payments are made, Contractor shall reimburse Company for all monies that Company may be required to pay, including costs and expenses in discharging such obligation.

14. **Retainer Fee**

14.1 Company will pay Contractor an annual retainer fee ("Retainer Fee") for ensuring that Contractor shall provide response services to Company in accordance with this Agreement at a level meeting or exceeding that of _____ as specified under the United States Coast Guard's Oil Spill Removal Organization Guidelines (OSRO) pursuant to the Oil Pollution Act of 1990.

14.2 The Retainer Fee, which shall remain fixed for the term of this Agreement, is _____ ($_____) per calendar year. The Retainer Fee will be invoiced to the Company in December for the following calendar year.

14.3 If this Agreement is terminated, a portion of the Retainer Fee equal to a prorated amount for the remainder of the calendar year for which the Retainer Fee has been paid will be returned to the Company by Contractor within thirty (30) days of the termination becoming effective.

15. **Indemnification**

15.1 Contractor shall indemnify, save harmless and defend Company and its parent, and their employees, officers, directors, affiliates, members and other representatives from and against all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, cost of defense, settlement, and any reasonable attorney's fees) which they may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any tangible property, adverse effects on the environment to the extent caused by any negligent or willful act or omission of Contractor, its employees, or subcontractors, or any violation of law or breach of any term or provision of this Agreement by Contractor, its employees or subcontractors in the performance of work pursuant to this Agreement.

15.2 Company shall indemnify, save harmless and defend Contractor and its parent, and their employees, officers, directors, affiliates and other representatives from and against all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, cost of defense, settlement, and any reasonable attorney's fees) which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any tangible property, adverse effects on the environment* caused by a release of Product as described herein to the extent caused by any negligent or willful act or omission of Company, its employees, or contractors (excluding Contractor), or any violation of law or breach of any term or provision of this Agreement by Company, its employees, or contractors in the performance of work pursuant to an Authorization to Respond and this Agreement.

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* Insert: "Including but not limited to those"

16. **Insurance**

16.1 Contractor shall obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Prior to beginning work, Contractor shall provide to Company certificates on an ACORD form or equivalent and issued by insurance companies satisfactory to Company to evidence such coverages (such certificates shall provide that there shall be no termination, non-renewal, or material changes adverse to Company without thirty (30) days prior written notice to Company). Company shall be added as an additional insured under the Commercial General Liability and Automobile

Liability policies. The General Liability, Automobile Liability, and Workers' Compensation policies, where permissible by law, shall waive subrogation rights against Company.

16.2 Workers' Compensation complying with the law of the state or states of operations, whether or not such coverage is required by law, and employer's liability insurance with limits of $1,000,000 each accident, including occupational disease coverage with a limit of $1,000,000 each employee and $1,000,000 disease policy limit. If work is to be performed in North Dakota, Contractor shall purchase workers' compensation in North Dakota's state fund. Stop gap coverage or employer's overhead coverage shall be purchased.

16.3 Automobile liability insurance with a combined single limit for bodily injury and property damage of $1,000,000 each occurrence to include coverage for all owned, non-owned and hired vehicles.

16.4 Commercial general liability insurance on an occurrence form with a combined single limit for bodily and property damage of $1,000,000 each occurrence and in the aggregate, covering all insurable obligations or operations of Contractor.

16.5 Contractor's Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. This insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense, or settlement of claims. This coverage shall be maintained in force for the full period of the contract with available limits of not less than $5,000,000 per occurrence.

16.6 Excess or umbrella liability coverage with a combined single limit for bodily injury and property damage of not less than $5,000,000 each occurrence and in the aggregate to apply in excess of all insurance coverages stipulated above.

16.7 If watercraft are owned or chartered by Contractor, full-form Protection and Indemnity Insurance (including, but not limited to, repatriation expenses, wages, maintenance and cure) and Hull and Machinery insurances covering any such watercraft with a minimum limit of $5,000,000 each occurrence or the actual cash value of the highest valued vessel, whichever is greater. It shall specifically include, without limitation, coverage for any pollution or contamination, including cleanup expenses, resulting from or in any way related to the operation of any watercraft. (This coverage may be contained to some extent in other insurance listed elsewhere herein.) This insurance shall provide that any action in rem against a vessel owned or chartered by Contractor shall be considered to be an action against Contractor.

16.8 If aircraft are owned, leased, or hired by Contractor, Aircraft Liability Insurance (including passenger liability) with a minimum limit of $5,000,000 each occurrence.

16.9 Any of the insurance required above shall be regarded as primary insurance underlying any other applicable insurance.

16.10 Contractor shall require of all its subcontractors to provide such of the foregoing coverages, as well as any other coverages that Contractor considers necessary. Any deficiency in coverages, policy limits or endorsements of said subcontractors shall be the sole responsibility of Contractor.

16.11 Company and its affiliates shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Contractor or its employees, servants and agents.

16.12 The maintenance of insurance by the Contractor shall in no way limit or affect the extent of the Contractor's liability.

17. **Safety**

17.1 Contractor shall place the highest priority on safety and health while conducting work under this Agreement. Insofar as Contractor's operations for work performed hereunder are concerned, it is the Contractor's responsibility to provide and maintain a safe working environment for its personnel and to adequately protect the safety and health of Company's personnel, the public, and other third parties. Maintaining a safe work environment shall include, but not be limited to, the evaluation and/or monitoring for work place hazardous exposures associated with performance under this Agreement. All Contractor's tools, equipment, facilities, and other items used and practices employed by Contractor in accomplishing the work are considered to be part of the working environment.

17.2 Contractor warrants through the completion of the work, that Contractor and its employees are qualified to do the work in a safe, good and workmanlike manner; that its employees have been properly trained in accordance all relevant safety regulations and guidelines; that Contractor's employees will take all reasonable precautions and use all reasonable safety equipment to perform the work in a safe manner and to prevent employees' injuries; that Contractor understands that it has the ultimate and sole responsibility to perform the work in a safe, good, and workmanlike manner, and, that Contractor shall assume, protect, defend, indemnify and save Company harmless from and against any and all demands, costs, fines, civil suits of any kind resulting from the alleged failure to perform the work in a safe, good, and workmanlike manner and to take all reasonable precautions and use all reasonable safety equipment to perform the work in a safe manner.

17.3 Company shall have the right, but not the obligation, to periodically review Contractor's operation for the purpose of monitoring Contractor's compliance

with the health and safety requirements of this Agreement. Such reviews shall not relieve Contractor of its responsibility for protecting the safety and health of all of Contractor's personnel, nor shall they constitute an obligation on the part of Company to enforce compliance by Contractor's employees and/or representatives.

17.4 Contractor agrees to comply with the Occupational Safety and Health Administration ("OSHA") Hazard Communication Standard ("HCS") 29 CFR 1910.1200 which requires employers to inform their workers of the presence, identity and hazards of workplace chemicals and measures employees should take to protect themselves through a written hazard communication program, labels, substance lists, material safety data sheets ("MSDS"), and information and training. In addition, each party will disseminate appropriate health and safety information to their subcontractors and those who handle, use or may be exposed to such hazardous chemicals as defined by this standard.

17.5 The Contractor shall be responsible for it and its employees becoming familiar with and reviewing manufacturer's MSDSs for any product which Company transports, handles or may be applicable to the work, prior to beginning any work. Upon execution of the Agreement, Company shall provide to Contractor MSDSs of products transported on Company's pipelines.

18. **Notices**

Except as provided herein to the contrary, any notices of communications required or permitted to be given hereunder shall be given to the parties at the following addresses or such other addresses as may from time to time be designated in writing:

Company: **Magellan Pipeline Company, L.P.**
One Williams Center – MD 27-3
Tulsa OK 74172

Attn: Rick Fahrenkrog, Director of Environmental Health and Safety
918-574-7480

Contractor: **Connecticut Tank Removal, Inc.**
118 Burr Court
Bridgeport, CT 06605

Attn: Mr. Preston
203-384-6020

Notices sent by properly addressed mail, certified or registered with return receipt requested, and postage prepaid, shall be effective upon receipt. Notices sent in any other manner shall be effective when received by the Parties.

19. **Improper Payments**

Contractor will not use any funds received under this Agreement for illegal or otherwise improper purposes related to the Agreement. Contractor will not pay any commissions, fees, or rebates to any employee of Company nor favor any employee of Company with gifts or entertainment of significant cost or value.

20. **Audit and Documentation**

20.1 Contractor shall maintain during the course of the work, and retain for not less than three years after completion thereof, complete and accurate records in support of all Contractor's charges to Company under this Agreement; and Company shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it.

20.2 At the request of Company, Contractor shall provide Company with copies of documentation that in any way relate to performance under the Agreement. Some examples of documentation that may be request include, but are not limited to:

(a) Training records of responders,

(b) Annual drill and exercise documentation for OSRO,

(c) Annual equipment location and description list for OSRO,

(d) Time cards for personnel involved in a response for Company,

(e) Copies of vendor's invoices to Contractor for materials used in a response for Company,

(f) Records of equipment used in a response for Company, and

(g) DOT Drug and Alcohol compliance documentation.

21. **Term and Termination**

This Agreement shall be effective on the first date written above and will continue in effect until it is terminated as herein provided. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other, provided, however, in the event Contractor terminates this Agreement, Contractor shall complete the work set forth in any outstanding Authorization to Respond.

22. **DOT Regulations and Drug and Alcohol Policy**

22.1 DOT Regulations: Contractor shall comply with the provisions and the Department of Transportation's regulations as set forth in Exhibit F.

22.2 Drug and Alcohol Policy: The Contractor hereby acknowledges that the Company endeavors to provide a safe, healthy and productive environment and utilizes every reasonable measure to maintain a work environment free of Unauthorized Substances. The Contractor recognizes that the use of Unauthorized Substances may impair an individual's job performance and create unsafe working conditions. Contractor shall use every reasonable means to maintain an Unauthorized Substance free work environment while on Company premises or engaged in Work on behalf of Company. The Company will take all reasonable measures to ensure that the Contractor and all of Contractor's employees, agents, representatives and subcontractors performing Work on Company premises or on behalf of Company are not under the influence of Unauthorized Substances. Contractor shall also take every reasonable measure to ensure that Contractor's employees, agents, representatives and subcontractors do not possess, consume, transfer, purchase or sell Unauthorized Substances on Company premises or during the performance of Work on behalf of Company.

Contractor hereby acknowledges that Authorized Substances may be taken so long as the individual's ability to perform his/her job safely is not impaired. If an individual's use of an Authorized Substance could impair or Reasonable Suspicion exists that the substance is impairing that individual's ability to perform their job safely, that individual must immediately be removed from that job and either (i) transferred to another job that the individual can perform safely while taking the substance or (ii) be removed from performing Work for Company until such time as the individual can perform their job safely.

Contractor shall inform its employees, agents, representatives and subcontractors of this Drug and Alcohol Policy and that their performance of any Work for Company or while on Company premises is subject to these requirements. If at any time during the performance of Work for Company or while on Company premises should Company or Contractor have Reasonable Suspicion to believe that a Contractor's employee, agent, representative or subcontractor is in violation of these requirements, Contractor shall require that individual submit to a substance or alcohol test ("Drug Test") within at least two (2) hours of the determination by Company and/or Contractor that Reasonable Suspicion exists. Contractor shall also require an individual to submit to a Drug Test post-accident when Company and/or Contractor has Reasonable Suspicion that a work-related injury was sustained or Company and/or Contractor property was damaged as a result of that individual's violation of this Drug and Alcohol Policy. Any individual found in violation hereof or refusing such Drug Test shall be removed from Company's premises and suspended from the performance of any Work on behalf of Company. Any individual under Reasonable Suspicion or found in violation hereof, is subject to a personal search by Company and/or Contractor, and a search may include their work areas and personal property as located on Company's premises.

Any Drug Test performed hereunder will be conducted with due regard to the privacy of the individual being tested. Test results and information related to testing will be confidential and will not be disclosed by the Contractor to any third parties, except to the extent that Contractor shall communicate such results to Company for the purpose of

compliance with this Drug and Alcohol Policy. The Company and Contractor will perform its obligations under this Drug and Alcohol Policy to the fullest extent allowed by applicable Law and any Drug Test performed hereunder will be in accordance with applicable Law.

Any violation of this Drug and Alcohol Policy shall constitute a default of the Agreement and is subject to termination for cause hereunder in Company's sole discretion.

23. **Equal Employment Opportunity**

Contractor shall comply with all applicable Federal and State laws and regulations concerning equal employment opportunity, including, but not limited to, Executive Order 11246, and any amendments thereto, the Rehabilitation Act of 1973 29 U.S.C. §701 et seq., and the Veterans' Re-employment Rights Act, 38 U.S.C. §202 1 et seq. This Contract hereby incorporates by reference the following to the same extent and with the same force and effect as if set forth herein in full: (1) Paragraphs 1 through 7 of 41 C.F.R. §60-1.4(a); (2) the clause entitled "Affirmative Action for Handicapped Workers," 41 C.F.R. §60.741.4; (3) the clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era," 41 C.F.R. §60-250.4. Contractor certifies that it does not maintain or allow its employees to perform services at segregated facilities, as that term is defined in 41 C.F.R. §60-1.8.

24. **Confidentiality**

(a) Contractor shall not disclose confidential information expressly identified by Company as such to anyone other than Company or its agent or counsel, except as required by subpoena, notice of deposition or other discovery request or as otherwise required by law or order of a court or regulatory agency. If any legal proceedings, including, but not limited to, any subpoenas, notices of deposition or other discovery requests are instituted against a party to this Agreement to obtain confidential information, such party shall immediately notify the other party in writing with respect thereto. Contractor shall have no obligation to oppose any legal proceedings to obtain confidential information.

(b) Notwithstanding the provisions of Section 12.1(a), either party shall have the express right to publicly disclose the fact that it has entered into this Agreement without receipt of the other party's approval. In addition, Company shall have the express right to provide copies of Exhibits A, B, C and G to any agency or third party as may be necessary.

(c) Under no circumstances may Company list any Contractor or its subcontractors ``Dedicated OPA Equipment", or ``Identifiable Resources" for the purposes of compliance with OPA 90 standards, unless Company maintains a valid Certificate of Agreement (Exhibit G) stating specific OPA 90 coverage.

(d) Contractor will be permitted to communicate with any Federal, State, or local agency regarding the certification status of Contractor or subcontractor resources

with or without prior notice to Company. In the event that Contractor intends to decertify any resources where Company had been granted prior permission to certify said resources, Contractor agrees to provide Company thirty (30) days written notice of its plans to decertify said equipment, prior to notifying government agencies.

25. **Assignments**

Neither this Agreement, nor any claim for payment of sums due or to become due, or for damage or penalty by reason of alleged breach, shall be assignable in whole or in part by Contractor or by operation of law, without the prior written consent of Company. Any purported assignment without such consent shall be void.

26. **Independent Contractor**

In performance of the work, the Contractor shall at all times be an independent contractor and the relation of the parties in the Agreement shall in no event be construed as constituting any other relationship.

27. **Non-Exclusivity**

Nothing in this Agreement shall require Company to solely utilize the services of Contractor or to ever utilize Contractor's services.

28. **Applicable Law**

This Agreement shall be governed by, and in accordance with, the laws of the State of Oklahoma without regard to principles of conflicts of laws.

29. **Entire Agreement**

This Agreement states the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof and may not be amended except by written instrument executed by the parties hereto. Release or waiver of any default or the failure to assert any right under this Agreement shall not be deemed in any case to be confirming waiver as to constitute an amendment of this Agreement. All Exhibits referenced herein and attached hereto are incorporated by reference as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first above written by their duly authorized representatives below.

Magellan Pipeline Company, L.P. **By Magellan Pipeline GP, LLC, its General Partner**	**Connecticut Tank Removal, Inc.**
By: Rick Fahrenwog	By:
Name: Rick Fahrenwog	Name: Joseph A Patrizi Jr.
Title: Director, EHSS	Title: President
Date: 3/26/10	Date: 3/12/10

Legal

Master Services Spill Remediation Agreement

This Master Services Spill Remediation Agreement ("Agreement") entered into on January 1, 2005 ("Effective Date") between Magellan Terminals Holdings, L.P. ("Magellan"), a Delaware limited partnership, whose address is One Williams Center, Tulsa, Oklahoma 74172 and the following Contractor:

Name:	**Fleet Environmental, Inc.**
State and Form of Organization:	**CT Corporation**
Address:	**216 E. Christian Lane** **Berline, CT 06037** **(860) 828-5069**

I. Purpose: Magellan and Contractor have entered into this agreement because one or more Magellan Affiliates may engage Contractor to perform services and/or to provide goods. If a Magellan Affiliate wishes to engage Contractor, the Magellan Affiliate and Contractor will enter into a Request for Services. In this Agreement, Magellan and Contractor agree in advance to certain terms and conditions that will be applicable to any Request for Services. This Agreement does not guarantee that either Contractor or any Magellan Affiliate will enter into any Request for Services. However, once a Request for Services is executed between a Magellan Affiliate and Contractor, the terms and conditions expressed in this Agreement will govern the provision of Work under the Request for Services.

II. Separate Obligations: Each Request for Services will create a separate contract between Contractor and the Magellan Affiliate that executes the Request for Services. No Magellan Affiliate, other than the Magellan Affiliate that executes the Request for Services, will be liable for the obligations that arise under the Request for Services.

III. Term: The initial term of this Agreement will be for a period of one (1) year. This Agreement will automatically renew from month to month thereafter. Either Party may terminate this Agreement at the end of the initial term or at the end of any renewal period by providing the other party with written notice at least thirty (30) days prior to the intended termination date. The terms and conditions of this Agreement will survive and continue to apply to any Request for Services entered into between Contractor and a Magellan Affiliate that was executed prior to the termination of this Agreement.

VII. Schedules: The following schedules are attached hereto and incorporated herein: Schedule "A"—General Terms and Conditions; and Schedule "B"—Contractor's Rates.

Magellan Terminals Holdings, L.P.	**Fleet Environmental, Inc.**
By: Barbara Wrightlet	By:
Name: Barbara Wrightlet	Name: BRIAN J. HOUSE
Title: MMPLP Contracts & Compliance	Title: PRESIDENT / CEO

Schedule "A"
General Terms and Conditions

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:

1.1 "Company" means the Magellan Affiliate that enters into a Request for Services with Contractor.

1.2 "Hazardous Material" means any hazardous or toxic substance, material, or waste, any pollutant or contaminant, or any other substance that is listed, defined, or regulated by applicable Law including polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea, formaldehyde, gasoline, diesel, oil, and other hydrocarbons.

1.3 "Intellectual Property" means any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, patentable inventions, and patents, eligible for protection under Law, including the Trademark Act of 1946, as superceded or amended, the Copyright Act of 1976, as superceded or amended, the Patent Act, as superceded or amended.

1.4 "Laws" shall mean all applicable federal, state, county, local laws, regulations and ordinances, including without limitation, those issued under the auspices of the USCG, MMS, OPS, EPA, OPA 90, OSRO, PREP, Department of Transportation ("DOT"), the Occupational Safety and Health Administration ("OSHA"), RCRA and CERCLA or any other authority having jurisdiction over the work

1.5 "Request for Services" means a fully-executed written agreement between a Magellan Affiliate and Contractor entered into pursuant to this Agreement expressing the scope of Work, compensation, commencement date, completion date, insurance requirements, and any additional terms and conditions for the performance of Work.

1.6 "Magellan Affiliates" means Magellan and any of its direct, indirect, present, and future subsidiaries and affiliates. Any entity that is controlled by or under common control with Magellan Midstream Partners, L.P. will be deemed a Magellan Affiliate.

1.7 "Work" means the services and/or goods to be provided by Contractor to Company pursuant to a Request for Services.

1.8 "OPA 90" shall mean the Oil Pollution Act of 1990.

1.9 "OSRO" shall mean the Oil Spill Removal Organization contained in the Guidelines for the U.S. Coast Guard OSRO Classification Program.

1.10 "Product(s)" shall mean substances for which Company provides transportation and terminal services, and which are defined or identified as hazardous substances under the Resources Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and other applicable federal and state regulations.

2. **Work:**

2.1 Scope of Work: The scope of Work will consist of providing those services and/or goods identified in the applicable Request for Services. Contractor may be requested to provide supervision, labor, equipment, materials and other services, including, but not limited to the following types of services:

(a) Containment, neutralization, decontamination, recovery, cleanup and repackaging of materials;

(b) Site assessment and site restoration;

(c) Transportation, storage, treatment or disposal of waste;

(d) Engineering and technical services, including sampling, analysis, design, engineering, construction or any other related services.

2.2 Change Orders: Contractor will not provide any services or goods that are not identified in the applicable Request for Services. In order to modify the scope of Work, Company and Contractor must sign a written change order ("Change Order"). Either Company or Contractor may propose a Change Order, but no change to the scope of Work will be effective unless reflected in a Change Order. If Company proposes a Change Order, Contractor will respond within five (5) days of its receipt thereof with any proposed changes to the compensation and/or time required to perform the Work. If Contractor is unable assemble the required information within five (5) days, Contractor will provide an explanation for the delay and identify the date on which it will respond.

2.3 Equipment & Permits: Unless otherwise provided in the applicable Request for Services, Contractor will furnish all services, goods, equipment, tools, and transportation necessary to perform the Work. Unless otherwise provided in the applicable Request for Services, Contractor will obtain all permits, licenses, and other authorizations and give all notices required by Law to perform the Work.

2.4 Subcontracts: Contractor will not subcontract the performance of the Work without the prior written consent of the Company, which will not be unreasonably withheld.

2.5 Company Provided Information: In the Request for Services, Company will provide Contractor with relevant information reasonably available concerning the type of product spilled, characteristics, composition, quantity, toxicity, and potentially hazardous properties of any product known or believed to be present at the site for which services are requested. Contractor shall make its own determination as to the precautions appropriate for any Product, but Contractor shall accept Company's determination in a given situation that a Product is hazardous and handle it accordingly, whether or not the particular Product involved meets the definition of hazardous waste under applicable laws and regulations. Company shall provide Contractor with an adequate copy of Company's major Product spill safety and health program for clean-up operations at time of Request for Services.

2.6 Contractor's Response Requirements: For Contractor conducting "Clean-up" under 29 C.F.R. 1910.120, pursuant to the request for services, the requirements include, but are not limited to:

(a) Contractor should review and be familiar with Company's major Product spill safety and health program for clean-up operations.

(b) Contractor shall prepare a site characterization plan and analysis evaluation by a Certified Industrial Hygienist (CIH) or other qualified person mutually agreed upon by the Company and Contractor. Company may require a CIH for a major oil spill.

(c) Contractor shall develop a site-specific safety and health plan for the project by the site safety and health supervisor, prior to beginning work.

(d) Contractor shall implement site control procedures to prevent or control employee exposure to hazardous substances as identified in site safety and health plan.

(e) Contractor shall develop, implement and document the following on a project-specific basis as required to comply with 29 C.F.R. 1910.120:

(1) Engineering controls and work practices to be used in the clean-up activities.

(2) Personal protective equipment requirements.

(3) Frequency and type of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring any sampling equipment to be used. Documentation shall be provided to

Company's representative within 30 days of completion of Contractor's work on the cleanup.

(4) Decontamination procedures to be used.

(5) Cleanup critique, discussing such items as the effectiveness of the cleanup and any recommended improvements shall be provided to Company's representative within 30 days of completion of Contractor's work on the cleanup.

(6) Confined space entry procedures.

(7) A spill containment program for the cleanup.

(8) Work practices to be used in the clean-up activities.

2.7 Hazardous Waste Handling and Title:

(a) Contractor shall not transport, store or dispose of any Hazardous Waste without the written consent of Company.

(b) Contractor warrants that if Contractor owns or controls the facility to which Hazardous Waste will be delivered hereunder, the facility will be properly licensed and permitted to receive such Waste. Contractor shall not use any alternative treatment, storage or disposal facility without Company's approval and the approval of the appropriate governmental authorities.

(c) If Hazardous Waste is to be treated or disposed of at a facility owned by Contractor, then title to such Waste and all risk of loss or damage shall pass from Company to Contractor at the time Contractor takes physical possession of such Hazardous Wastes.

(d) Contractor warrants that it is duly licensed to receive and transport the Hazardous Waste, and that the drivers and trucks supplied by Contractor will be trained, authorized, equipped and licensed to carry such Waste, in accordance with prudent safety precautions and applicable Laws, federal, state or local laws and regulations. Trucks and other equipment used by Contractor for performance of the services shall be in first-class operating condition, shall be suitable for the particular services requested, and shall be periodically inspected and property maintained.

(e) Company warrants that it holds clear title to or is custodian for all Hazardous Waste to be treated, stored, controlled or disposed and is under no legal restraint or order, which would prohibit the treatment, storage or disposal of such Hazardous Waste by any transporter or disposal facility.

(f) Company shall secure all approvals, easements, licenses and right-of-way necessary for Contractor to access the work site under any Request for Services. Company agrees to bear the costs of all construction, modification, repair or restoration of any right-of-way necessary for Contractor to perform the work, except as such may result from Contractor's negligence. Contractor shall access the work site in a way that is not unreasonably burdensome to the property.

2.8 Safety: Contractor will adhere to the following safety requirements:

(a) Contractor shall place the highest priority on safety and health while conducting work under this Agreement. Insofar as Contractor's operations for work performed hereunder are concerned, it is the Contractor's responsibility to provide and maintain a safe working environment for its personnel and to adequately protect the safety and health of Company's personnel, the public, and other third parties. Maintaining a safe work environment shall include, but not be limited to, the evaluation and/or monitoring for work place hazardous exposures associated with performance under this Agreement. All Contractor's tools, equipment, facilities, and other items used and practices employed

by Contractor in accomplishing the work are considered to be part of the working environment.

(b) Contractor warrants through the completion of the work, that Contractor and its employees are qualified to do the work in a safe, good and workmanlike manner; that its employees have been properly trained in accordance all relevant safety regulations and guidelines; that Contractor's employees will take all reasonable precautions and use all reasonable safety equipment to perform the work in a safe manner and to prevent employees' injuries; that Contractor understands that it has the ultimate and sole responsibility to perform the work in a safe, good, and workmanlike manner; and, that Contractor shall assume, protect, defend, indemnify and save Company harmless from and against any and all demands, costs, fines, civil suits of any kind resulting from the alleged failure to perform the work in a safe, good, and workmanlike manner and to take all reasonable precautions and use all reasonable safety equipment to perform the work in a safe manner.

(c) Company shall have the right, but not the obligation, to periodically review Contractor's operation for the purpose of monitoring Contractor's compliance with the health and safety requirements of this Agreement. Such reviews shall not relieve Contractor of its responsibility for protecting the safety and health of all of Contractor's personnel, nor shall they constitute an obligation on the part of Company to enforce compliance by Contractor's employees and/or representatives.

(d) Contractor agrees to comply with the Occupational Safety and Health Administration ("OSHA") Hazard Communication Standard ("HCS") 29 CFR 1910.1200, which requires employers to inform their workers of the presence, identity and hazards of workplace chemicals and measures employees should take to protect themselves through a written hazard communication program, labels, substance lists, material safety data sheets ("MSDS"), and information and training. In addition, each party will disseminate appropriate health and safety information to their subcontractors and those who handle, use or may be exposed to such hazardous chemicals as defined by this standard.

(e) The Contractor shall be responsible for it and its employees becoming familiar with and reviewing manufacturer's MSDSs for any product applicable to the work being performed as set forth in the Request for Services.

3. **Compensation:**

3.1 Rates: Time-and-materials Work will be performed at the rates specified in Schedule "B." Lump sum Work will be performed at the rate specified in the Request for Services. No rate change will be effective until approved by Company in writing. Contractor will provide Company with thirty (30) days prior written notice of proposed rate changes. Unless Company agrees otherwise in writing, approved rate changes will not apply to any Work in progress at the time of approval. Contractor will not charge overtime or premium rates unless Company has approved such rates in writing; provided, however, that the Company may designate in writing people who may give oral approval to spot overtime or premium rates.

3.2 Invoicing & Payment: Contractor will invoice Company on a monthly basis or as specified in the applicable Request for Services. Each invoice will: be directed to the address specified in the Request for Services; include the applicable Request for Services number; be accompanied by supporting documentation; and marked either "Partial" or "Final." Contractor's final invoice must be accompanied by a waiver of its lien rights and a waiver of each of its suppliers' and subcontractors' lien rights in a form provided by Company. Company will pay the undisputed amount of each invoice within thirty (30) days of its receipt thereof. Contractor will retain all books and records related to the amounts charged to Company pursuant to a Request for Services for a period of two (2) years from the completion of the Work. Company may audit these books and records at Contractor's offices during normal business hours upon request.

4. **Compliance:**

4.1 Law: Contractor will comply and require its suppliers and subcontractors to comply with all Laws applicable to the Work.

4.2 DOT Regulations: If Contractor performs any Work that is regulated by the Department of Transportation ("DOT"), Contractor will comply and require its subcontractors to comply with all applicable DOT regulations.

(a) Contractors will provide Company with a list of subcontractors performing DOT regulated Work prior to commencing the Work.

(b) Contractor agrees to comply with the Department of Transportation ("DOT") Research and Special Programs Administration Drug Testing regulations as codified at 49 CFR Part 199 (incorporated herein by reference), as if Contractor were the Operator defined and provided by DOT Regulations, prior to performing DOT regulated services under this Agreement.

(c) Contractor and any of the Contractor's employees who perform an operating, maintenance, or emergency response function regulated by 49 CFR Part 195 on a pipeline for a facility will participate in a Drug Testing Program which will include, but not be limited to, pre-employment, post-accident, random, reasonable cause, and return-to-duty testing and an Employee Assistance Program for education and training regarding the effects and consequences of drug use. Contractor shall comply with DOT regulations by maintaining or participating in another company's or in a consortium's DOT Drug Testing Program in accordance with DOT Regulations that covers both the Contractor and its employees. Contractor shall provide Company with a copy of the Contractor's Policy or Plan satisfying these requirements.

(d) Contractor shall allow Company reasonable access to Contractor's property and records for the purpose of monitoring Contractor's compliance with the requirements of DOT regulations, thereby ensuring Company's compliance with such Regulations, as mandated by DOT.

(e) Notwithstanding any other provision of this agreement to the contrary, any violation of DOT regulations or Company's DOT Special Programs Drug Abuse Policy (incorporated by reference herein) by Contractor or Contractor's employee may result in immediate removal from the work site of the offending individual or individuals, a ban on the use of any individual offenders for Company services, and a possible loss of approved status of Contractor by Company.

(f) Notwithstanding any other provision of this agreement to the contrary, Contractor's failure to maintain or participate in a DOT Drug Testing Policy, or remain in compliance with DOT regulations will result in a breach of this Agreement.

(g) In the event Contractor transports any hazardous materials under this Agreement, Contractor shall comply with all DOT regulations, including 49 CFR Part 172, 173 and 177. To extent applicable, any truck drivers of Contractor shall comply with 49 CFR Part 40.

4.3 The Environment: Contractor will take all reasonable and necessary precautions to prevent the release of Hazardous Materials into the environment during the performance of the Work. Contractor will provide Company with a list of all Hazardous Materials that it will use during the performance of the Work. In the event of a release of any Hazardous Material by Contractor, its employees, agents, or subcontractors, Contractor will be responsible for the cost of remediation by a contractor designated by Company. Contractor will keep the Work site free of unnecessary accumulations of materials and waste resulting from the performance of the Work.

4.4 Contractor Handbook: If Contractor performs any Work at any property in which Company has a legal interest, whether by ownership, easement, lease or otherwise, Contractor will comply and require its subcontractors to comply with the requirements set forth in Company's contractor handbook.

5. **Independent Contractor:** Contractor will be an independent contractor with respect to the performance of the Work, and Company will have no right to control the performance of the Work by contractor, except in the results to be obtained. Contractor will be responsible for the acts and omissions of its suppliers and subcontractors. Company will have the right to inspect the Work during the course of performance to determine whether it is being performed in compliance with this Agreement and the applicable Request for Services. The Company's inspection of the work will not waive any of Company's rights or remedies under this Agreement or any Request for Services or relieve Contractor of any of its obligations under this Agreement or any Request for Services.

6. **Warranties:** Contractor warrants and represents that it has the capability, experience and means required to perform the services contemplated by this agreement. Contractor warrants that its equipment is adequate and in good working order, and its personnel (including any subcontractors) are fully trained and certified, in accordance with, but not limited to, Laws, OSRO, OPA 90, OSHA Respiratory Protection, Hazard Communication, and Hazardous Waste Operations and Emergency Response Standard (29 C.F.R. 1910.120).

6.1 Goods: For a period of twelve (12) months from the date the Work is completed in compliance with this Agreement and the applicable Request for Services. Contractor warrants that all goods supplied in connection with the Work:

(a) Conform to the specifications stated in the applicable Request for Services.

(b) Are new, of good material and workmanship, and free of defects.

(c) Are fit for the particular purpose for which they are intended.

(d) Do not infringe on the Intellectual Property rights of any third party.

(e) Contractor will repair or replace any goods that do not meet this warranty at its own expense and within a reasonable time. The twelve (12) month warranty period for goods that are repaired or replaced will begin on the date of their repair or replacement.

6.2 Services: For a period of twelve (12) months from the date the Work is completed in compliance with this Agreement and the applicable Request for Services, Contractor warrants that all services performed in connection with the Work have been performed in accordance with the prevailing industry standards for similar work. Contractor will re-perform any services that do not meet this warranty at its own expense and within a reasonable time. The twelve (12) month warranty period for services that are re-performed will begin on the date of their re-performance.

6.3 Investigations: Contractor's acceptance of a Request for Services will mean that it has fully investigated the Work to be performed, including the condition of the Work site, reasonably foreseeable complications, hazards, and risks, the availability of goods, labor, equipment, tools, and transportation.

7. **Liens:**

7.1 If Contractor is being paid in compliance with this Agreement and the applicable Request for Services, Contractor will:

(a) Not file any liens, claims, or encumbrances against the Company's property.

(b) Pay as and when due all obligations incurred in the performance of the Work to Contractor's suppliers and subcontractors.

(c) Keep the Company's property free and clear of all liens, claims, and encumbrances of Contractor's suppliers and subcontractors.

each occurrence, and annual aggregates of $10,000,000, for bodily injury and property damage covering excess of Employer's Liability insurance and the insurance described in (B) and (C) above.

(e) Pollution and Remediation Legal Liability insurance with limits of $5,000,000 per claim covering third party bodily injury, property damage and clean-up liability associated with clean-up conditions arising out of the transportation, handling and storage of hazardous material associated with this agreement, regardless of cause.

In each of the above described policies, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company its parent, subsidiary, or affiliated companies.

Under the policies described in (b), (c), (d) and (e) above, Company its parent, subsidiary and affiliated companies will be named as additional insureds as respects Contractor's operations and as respects any work performed under this contract, and this insurance will be primary over any other insurance maintained by Company its parent, subsidiary or affiliated companies. Any costs associated with naming these additional insureds are included in the contract cost. Non-renewal or cancellation of policies described above will be effective only after written notice is received by Company from the insurance company thirty (30) days in advance of any such non-renewal or cancellation.

In the event of a loss or claim arising out of or in connection with this contract, Contractor agrees, upon request of Company, to submit the original or a certified copy of its insurance policies for inspection by Company. Company will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Contractor, or their employees, servants or agents.

8.3 Limitation of Liability: Neither Company nor Contractor will be liable for special, incidental, consequential, or other indirect damages, including lost business or lost profits, suffered or incurred by the other party and arising out of or in connection with this Agreement or the applicable Request for Services. The term "consequential damages" will not be construed to include personal injury or property damage proximately resulting from a breach of warranty.

9. **Termination:**

9.1 Default: Either Company or Contractor will be in default if it:

(a) Breaches this Agreement or the applicable Request for Services.

(b) Becomes insolvent.

(c) Files or has filed against it a petition in bankruptcy for reorganization or appointment of a receiver or trustee.

In the event of default under (a), the non-defaulting party will provide the defaulting party with notice and a five (5) day opportunity to cure. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate the applicable Request for Services upon notice to the defaulting party. In the event of a default under (b) or (c), the non-defaulting party may terminate the applicable Request for Services upon notice to the defaulting party.

If Company terminates a Request for Services because of the default of Contractor, Company may immediately take possession of the Work site and any goods belonging to or paid for by Company and complete the Work. If the Work cannot be completed for the total amount of compensation yet to be paid to Contractor under the Request for Services, Contractor will reimburse Company for the amount of any excess within thirty (30) days of the receipt of an invoice from Company. If Company terminates a Request for Services because of the default of Contractor, Company may also pay any of the Contractor's suppliers and subcontractors directly and deduct the amount paid from any amount due to the Contractor.

(d) Upon notice from Company that any lien, claim, or encumbrance has been filed against the Company's property by Contractor's suppliers or subcontractors, cause the same to be removed by payment or by bond within thirty (30) days.

8. **Liability:**

8.1 Indemnification: Contractor shall indemnify, save harmless and defend Company and its parent, and their employees, officers, directors, affiliates, members and other representatives from and against all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, cost of defense, settlement, and any reasonable attorney's fees) which they may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any tangible property, adverse effects on the environment to the extent caused by any negligent or willful act or omission of Contractor, its employees, or subcontractors, or any violation of law or breach of any term or provision of this Agreement by Contractor, its employees or subcontractors in the performance of work pursuant to this Agreement.

Company shall indemnify, save harmless and defend Contractor and its parent, and their employees, officers, directors, affiliates and other representatives from and against all liabilities, claims, penalties, demands, fines, forfeitures, suits, causes of action, and the costs and expenses incident thereto (including, without limitation, cost of defense, settlement, and reasonable attorney's fees) which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage to any tangible property, adverse effects on the environment caused by a release of Product as described herein to the extent caused by an negligent or willful act or omission of Company, its employees, or contractors (excluding Contractor), or any violation of law as breach of any term or provision of this Agreement by Company, its employees, or contractors in the performance of work pursuant to an Authorization to Respond.

The indemnities expressed in this Agreement will survive the expiration or termination of this Agreement or any Request for Services.

8.2 Insurance: Contractor will obtain, pay for, maintain and require its subcontractors to obtain and maintain insurance for the coverage and amounts of coverage not less than those set forth below. Contractor will provide Company certificates showing evidence of the required insurance coverage as of the effective date of the Request for Services prior to commencing the performance of the Work. The required limits are minimum limits and will not be construed to limit Contractor's liability.

(a) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not CONTRACTOR is required by such laws to maintain such insurance, and Employer's Liability with limits of $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit. If work is to be performed in Nevada, North Dakota, Ohio, Washington, Wyoming or West Virginia, CONTRACTOR will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement.

(b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of $1,000,000 each occurrence, and annual aggregates of $1,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations and sudden and accidental pollution.

(c) Automobile Liability insurance with a combined single limit of $1,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles with the following endorsements: MCS-90 (Motor Carrier Act of 1980) and CA-9948 (Pollution Liability Broadened Coverage for Covered Autos) or equivalent.

(d) Excess or Umbrella Liability insurance with a combined single limit of $10,000,000

If a court or arbitrator having jurisdiction determines that Company's termination for default was wrongful, then Company's termination will be deemed to be a termination for convenience.

9.2 Convenience: Company may terminate a Request for Services without cause upon notice to Contractor. In the event of a termination for convenience, Contractor will comply with Company's instructions for stopping the Work. Company will pay the out-of-pocket expenses incurred by Contractor as a direct result of the termination through the fifth (5^{th}) business day after a termination for convenience plus ten percent (10%) for overhead and profit.

10. **Intellectual Property:** Any Intellectual Property developed by the Contractor in the scope and course of the performance of the Work will be the property of the Company, and the Contractor will execute any documents necessary to assign ownership of such Intellectual Property to Contractor.

11. **Confidentiality:** Except as may be necessary to enforce its rights under a Request for Services, as otherwise may be necessary to respond in any legal proceeding (including any deposition, interrogatory, subpoena, or civil investigative demand), or as otherwise may be necessary to procure any insurance or bonding required by this Agreement or a Request for Services, Contractor will not disclose to any third party, other than Contractor's parents, affiliates, officers, directors, employees, agents, or other representatives, the terms and conditions of this Agreement and any Request for Services or any information provided by Company to Contractor that is identified as confidential or proprietary. This section will not apply to information that was known to Contractor prior to its disclosure by Company, becomes publicly available other than by unauthorized disclosure, or is received from a third party who, to the best of Contactor's knowledge, is under no confidentiality obligation to Company. Contractor's obligations will survive the expiration or termination of this Agreement for a period of two (2) years.

12. **Miscellaneous:**

12.1 Notices: Any notice will be in writing either delivered by overnight courier or faxed with uninterrupted transmission confirmed by transmission report to the address set forth in the Request for Services. Either party may change their notice address and fax number upon notice to the other party at least ten (10) days in advance of the effective date of the change.

12.2 No Waiver: No waiver by either Company or Contractor of any right at any time will serve to waive of the same right at any future date.

12.3 Amendment: No amendment to this Agreement or any Request for Services will be effective unless made in writing and signed by both Parties.

12.4 Severability: If any provision of this Agreement or a Request for Services 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.

12.5 Attorneys' Fees: If either party institutes suit to enforce any right or obligation arising under this Agreement or a Request for Services, prevailing party will be entitled to recover reasonable attorneys' fees from the other party.

12.6 Assignment: Neither party may assign this Agreement or a Request for Services, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment in violation of this provision will be void.

12.7 Conflict of Interest: Neither Company nor Contractor will pay any commission, fee, or rebate to an employee of the other party or favor an employee of the other party with any gift or entertainment of significant value.

12.8 Governing Law: This Agreement and any Request for Services will be governed and construed in accordance with the laws of the State of Oklahoma, without reference to the choice of law principles thereof.

12.9 Counterparts: This Agreement and any Request for Services may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

12.10 Entire Agreement; Conflict: This Agreement and the applicable Request for Services represents the entire agreement of Company and Contractor with respect to the matters addressed therein. In the event of a conflict between the terms and conditions in this Agreement and those in any Request for Services, the terms and conditions in this Agreement will control.

12.11 Miscellaneous: References in this Agreement and any Request for Services to "days," "months" or "years" means calendar days, months and years unless otherwise indicated. The word "including" does not limit the preceding words or terms. No provisions of this Agreement or any Request for Services will be construed against or interpreted to the disadvantage of any party by reason of such party's having drafted such provision. Except as otherwise provided herein, the remedies provided in this Agreement or any Request for Services are cumulative, not exclusive, and in addition to all other remedies at law or in equity.

--End of Schedule "A"—

Schedule "B"
Contractor's Rates

Rates Attached

Moran Environmental Recovery

Fleet ENVIRONMENTAL SERVICES LLC

MORAN ENVIRONMENTAL RECOVERY AND FLEET ENVIRONMENTAL SERVICES COMBINE FORCES

For Immediate Release:

Jacksonville, Florida May 7th, 2007 – Moran Environmental Recovery LLC and Fleet Environmental Services LLC announced today that they have agreed to combine the operations of both companies in order to provide customers with a full range of environmental services along the eastern seaboard of the United States.

The new company will operate under the Moran Environmental Recovery (MER) name, and will be headquartered in Jacksonville, Florida. Customers in the Northeast will continue to be serviced by the Fleet Environmental Services name, with a gradual transition to the MER brand. The newly formed business will service customers along the eastern seaboard from ten locations, and Moran will blend the management expertise, capabilities, systems and over 300 dedicated employees to expand its service offerings. Both companies are already recognized as being service leaders in their respective operating territories.

"We are extremely excited about the opportunity to broaden our geographic coverage, and to be in a position to provide our customers with expanded services. The Moran brand is highly respected throughout the marine & environmental services industry, and we look forward to the opportunity to continue that tradition" said Brian House, President of Fleet Environmental Services LLC, and who will now be the new president of Moran Environmental Recovery. Former MER President Steve Jenkins reports "The merger with Fleet is consistent with a proven and long term business plan that benefits customers and employees alike. Fleet is a perfect fit for MER". Steve will serve as MER's Executive Vice President in charge of new business development initiatives.

Moran Environmental Recovery will now meet the environmental needs of its clients, and provide a "one call" service throughout its expanded territory. Our services include:

Industrial & Marine Cleaning
Emergency Spill Response
Line Handling & Booming
Site Remediation
Facility Decontamination
Specialty Construction

For More Information Contact:

Mr. Steve Jenkins, Executive Vice President
Moran Environmental Recovery
www.moranenvironmental.com
(904) 241-2200

or

Mr. Brian House, President
Fleet Environmental Services LLC
www.fleetenvironmental.com
(781) 815-1100

Douglas Brittingham, Jr.
Senior Account Manager

20 Commerce Road
Newtown, CT 06470

500 Four Rod Road
Berlin, CT 06037

Tel (203) 270-0095
Cell (203) 948-8338
Fax (203) 270-0096

dbrittingham@fleetenvironmental.com
www.moranenvironmental.com

Fleet
ENVIRONMENTAL SERVICES LLC

Moran Environmental Recovery

RESPONSE CENTER EQUIPMENT INVENTORY

Note: All Assets listed are Fleet-owned

Item		Randolph	Rhode Is	Uncasville	Berlin	Newtown	Phila	Delaware	Mfg.	EDRC(*)	Notes
BOATS											
	24 LCM	1						1	Sea-Ark		w/twin 90hp 4-strokes
	20 Work	1	1		1	1		1	AFTI		hvy guage aluminum, 90hp 4-strokes
	John Boat	4	3	1	2	2		2	Lowe		14' w/9.9hp engines
	Whaler		1								17' w/70hp
	Deck Brge	2									18ft w/25hp
BOOM											
	18 inch	6000	3000	500	1500	2000	1500	3000	Am Marine & PSI		River/Canal & Inland
	24 inch	1200							PSI		Inland
SKIMMERS											
	TDS-118				1			1	Elastec	**3600**	drum skimmer w/hydraulic power pack
	JBF 400	1							JBF	**6686**	belt skimmer w/hydraulic power pack
	Cruc-Drum	1							Crucial	**3600**	drum skimmer, air operated
	Act-Drum		1						Action Pet	**3600**	drum skimmer w/hydraulic power pack
	Skim Pack	1	1		1	2	1	1	Douglas/PSI	**1029**	skimmer heads/w DD pumps
Temp Storage											
	Bladder	1	1		1		1	1	Elastec		3,000gal (70bbl) capacity
	Frac Tank		1		1	2	1		Tiger Tanks		20,000gal capacity
	Vac Truck	4	2		3	4		2	Cusco/PressVac/Guzzler		3000 (70bbl) & 5000(120bbl) capacity

		Randolph	Rhode Is	Uncasville	Berlin	Newtown	Phila	Delaware		Mfg.		EDRC	Notes
Pumps													
	Screw	1			1					Desmi			Dop-160 screw pump/heavy oils
	Diaphragm	6	2		2	2	2	6		Wilden			3" & 2" sizes
	Hydraulic	1	1		1			1		Elastec			3" pumps w/hydraulic power packs
	Self-Prime	1			1					Godwin			6" diesel
	Submers	2	1			6				Grundfos			3" electric submersibles
	Trash	3	1		3	2		5		Honda			3" gas-powered pumps
Hotsy													
		5	1		3	2	1	3		Mi-T M/Hotsy			Trailer & individual mounts
Beach Cleaning Equipment													
	Excavator	2			1	1				Komatsu/Link-Belt			70k lb machine, 3 x 50k lb machines
	Backhoe				1	2		1		Catepillar/Kobelco			Cat 436 BH, 3 x Mini excavators
	Skid Steer	4	1		2	2		1		Bobcat/Mustang			w/various attachments
Responders													
	Spill Mgr	3	1	0	1	1	0	1					
	Supers	6	1	0	1	2	0	1					
	Boat Ops	8	2	0	6	5	0	2					
	Techs	20	6	0	14	14	0	5					
	Mechanic	1	1	0	1	1	0	0					
	H&S	1	0	0	0	1	0	0					
	Totals	***39***	***11***	***0***	***23***	***23***	***0***	***9***					***105 Trained Response Personnel***

Original

Master Services Agreement
Number 05MMLP053

Master Services Agreement

This Master Services Agreement ("Agreement") entered into on **February 1, 2005** ("Effective Date") between **Magellan Terminals Holdings, L.P.** ("Magellan"), a Delaware limited partnership, whose address is One Williams Center, Tulsa, Oklahoma 74172 and the following Contractor:

Name:	**Sea Support, Inc.**
State and Form of Organization:	**CT – Corporation**
Address:	**30 Waterfront Street** **New Haven, CT 06512** **(203) 467-1590**

I. Purpose: Magellan and Contractor have entered into this agreement because one or more Magellan Affiliates may engage Contractor to perform services and/or to provide goods. If a Magellan Affiliate wishes to engage Contractor, the Magellan Affiliate and Contractor will enter into a Request for Services. In this Agreement, Magellan and Contractor agree in advance to certain terms and conditions that will be applicable to any Request for Services. This Agreement does not guarantee that either Contractor or any Magellan Affiliate will enter into any Request for Services. However, once a Request for Services is executed between a Magellan Affiliate and Contractor, the terms and conditions expressed in this Agreement will govern the provision of Work under the Request for Services.

II. Separate Obligations: Each Request for Services will create a separate contract between Contractor and the Magellan Affiliate that executes the Request for Services. No Magellan Affiliate, other than the Magellan Affiliate that executes the Request for Services, will be liable for the obligations that arise under the Request for Services.

III. Term: The initial term of this Agreement will be for a period of one (1) year. This Agreement will automatically renew from month to month thereafter. Either Party may terminate this Agreement at the end of the initial term or at the end of any renewal period by providing the other party with written notice at least thirty (30) days prior to the intended termination date. The terms and conditions of this Agreement will survive and continue to apply to any Request for Services entered into between Contractor and a Magellan Affiliate that was executed prior to the termination of this Agreement.

VII. Schedules: The following schedules are attached hereto and incorporated herein: Schedule "A"—General Terms and Conditions; and Schedule "B"—Contractor's Rates.

Magellan Terminals Holdings, L.P.	**Sea Support, Inc.**
By: Barbara Ackerbrg/tt	By: Catherine Elleth.
Name: Barbara Ackerbrg/tt	Name: Catherine Elleth.
Title: MMPLP Contracts & Compliance	Title: Operations Manager

Schedule "A"
General Terms and Conditions

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:

1.1 "Company" means the Magellan Affiliate that enters into a Request for Services with Contractor.

1.2 "Hazardous Material" means any hazardous or toxic substance, material, or waste, any pollutant or contaminant, or any other substance that is listed, defined, or regulated by applicable Law including polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea, formaldehyde, gasoline, diesel, oil, and other hydrocarbons.

1.3 "Intellectual Property" means any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, patentable inventions, and patents, eligible for protection under Law, including the Trademark Act of 1946, as superceded or amended, the Copyright Act of 1976, as superceded or amended, the Patent Act, as superceded or amended.

1.4 "Law" means any and all laws, regulations, rules, ordinances, codes, orders and decrees affecting this Agreement of any local, state, federal governmental authority having jurisdiction.

1.5 "Request for Services" means a fully-executed written agreement between a Magellan Affiliate and Contractor entered into pursuant to this Agreement expressing the scope of Work, compensation, commencement date, completion date, insurance requirements, and any additional terms and conditions for the performance of Work.

1.6 "Magellan Affiliates" means Magellan and any of its direct, indirect, present, and future subsidiaries and affiliates. Any entity that is controlled by or under common control with Magellan Midstream Partners, L.P. will be deemed a Magellan Affiliate.

1.7 "Work" means the services and/or goods to be provided by Contractor to Company pursuant to a Request for Services.

2. **Work:**

2.1 Scope of Work: The scope of Work will consist of providing those services and/or goods identified in the applicable Request for Services.

2.2 Change Orders: Contractor will not provide any services or goods that are not identified in the applicable Request for Services. In order to modify the scope of Work, Company and Contractor must sign a written change order ("Change Order"). Either Company or Contractor may propose a Change Order, but no change to the scope of Work will be effective unless reflected in a Change Order. If Company proposes a Change Order, Contractor will respond within five (5) days of its receipt thereof with any proposed changes to the compensation and/or time required to perform the Work. If Contractor is unable assemble the required information within five (5) days, Contractor will provide an explanation for the delay and identify the date on which it will respond.

2.3 Equipment & Permits: Unless otherwise provided in the applicable Request for Services, Contractor will furnish all services, goods, equipment, tools, and transportation necessary to perform the Work. Unless otherwise provided in the applicable Request for Services, Contractor will obtain all permits, licenses, and other authorizations and give all notices required by Law to perform the Work.

2.4 Subcontracts: Contractor will not subcontract the performance of the Work without the prior written consent of the Company, which will not be unreasonably withheld.

3. **Compensation:**

3.1 Rates: Time-and-materials Work will be performed at the rates specified in Schedule "B." Lump sum Work will be performed at the rate specified in the Request for Services. No rate change will be effective until approved by Company in writing. Contractor will provide Company with thirty (30) days prior written notice of propose rate changes. Unless Company agrees otherwise in writing, approved rate changes will not apply to any Work in progress at the time of approval. Contractor will not charge overtime or premium rates unless Company has approved such rates in writing; provided, however, that the Company may designate in writing people who may give oral approval to spot overtime or premium rates.

3.2 Invoicing & Payment: Contractor will invoice Company on a monthly basis or as specified in the applicable Request for Services. Each invoice will: be directed to the address specified in the Request for Services; include the applicable Request for Services number; be accompanied by supporting documentation; and marked either "Partial" or "Final." Contractor's final invoice must be accompanied by a waiver of its lien rights and a waiver of each of its suppliers' and subcontractors' lien rights in a form provided by Company. Company will pay the undisputed amount of each invoice within thirty (30) days of its receipt thereof. Contractor will retain all books and records related to the amounts charges to Company pursuant to a Request for Services for a period of two (2) years from the completion of the Work. Company may audit these books and records at Contractor's offices during normal business hours upon request.

4. **Compliance:**

4.1 Law: Contractor will comply and require its suppliers and subcontractors to comply with all Law applicable to the Work. If Contractor performs any Work that is regulated by the Department of Transportation ("DOT"), Contractor will comply and require its subcontractors to comply with all applicable DOT regulations. Contractors will provide Company with a list of subcontractors performing DOT regulated Work prior to commencing the Work.

4.2 The Environment: Contractor will take all reasonable and necessary precautions to prevent the release of Hazardous Materials into the environment during the performance of the Work. Contractor will provide Company with a list of all Hazardous Materials that it will use during the performance of the Work. In the event of a release of any Hazardous Material by Contractor, its employees, agents, or subcontractors, Contractor will be responsible for the cost of remediation by a contractor designated by Company. Contractor will keep the Work site free of unnecessary accumulations of materials and waste resulting from the performance of the Work.

4.3 Contractor Handbook: If Contractor performs any Work at any property in which Company has a legal interest, whether by ownership, easement, lease or otherwise, Contractor will comply and require its subcontractors to comply with the requirements set forth in Company's contractor handbook.

5. **Independent Contractor:** Contractor will be an independent contractor with respect to the performance of the Work, and Company will have no right to control the performance of the Work by contractor, except in the results to be obtained. Contractor will be responsible for the acts and omissions of its suppliers and subcontractors. Company will have the right to inspect the Work during the course of performance to determine whether it is being performed in compliance with this Agreement and the applicable Request for Services. The Company's inspection of the work will not waive any of Company's rights or remedies under this Agreement or any Request for Services or relieve Contractor of any of its obligations under this Agreement or any Request for Services.

6. **Warranties:**

6.1 Goods: For a period of twelve (12) months from the date the Work is completed in compliance with this Agreement and the applicable Request for Services, Contractor warrants that all goods supplied in connection with the Work: (a) conform to the specifications stated in the applicable Request for Services; (b) are new, of good material and workmanship, and free from defects; (c) are fit for the particular purpose for which they are intended; and (d) do not infringe on the Intellectual Property rights of any third party. Contractor will repair or replace any

goods that do not meet this warranty at its own expense and within a reasonable time. The twelve (12) month warranty period for goods that are repaired or replaced will begin on the date of their repair or replacement.

6.2 Services: For a period of twelve (12) months from the date the Work is completed in compliance with this Agreement and the applicable Request for Services, Contractor warrants that all services performed in connection with the Work have been performed in accordance with the prevailing industry standards for similar work. Contractor will re-perform any services that do not meet this warranty at its own expense and within a reasonable time. The twelve (12) month warranty period for services that are re-performed will begin on the date of their re-performance.

6.3 Investigations: Contractor's acceptance of a Request for Services will mean that it has fully investigated the Work to be performed, including the condition of the Work site, reasonably foreseeable complications, hazards, and risks, the availability of goods, labor, equipment, tools, and transportation.

7. **Liens:** If Contractor is being paid in compliance with this Agreement and the applicable Request for Services, Contractor will: (a) not file any liens, claims, or encumbrances against the Company's property; (b) pay as and when due all obligations incurred in the performance of the Work to Contractor's suppliers and subcontractors; (c) keep the Company's property free and clear of all liens, claims, and encumbrances of Contractor's suppliers and subcontractors; and (d) upon notice from Company that any lien, claim, or encumbrance has been filed against the Company's property by Contractor's suppliers or subcontractors, cause the same to be removed by payment or by bond within thirty (30) days.

8. **Liability:**

8.1 Indemnification: ***Contractor will indemnify, defend, and hold harmless Company, its parents, affiliates, partners, and members, and its and their respective officers, directors, employees, agents, and other representatives from and against all claims, actions, judgments, liabilities, losses, costs, damages, fines, penalties, expenses, and reasonable attorneys fees arising out of or in connection with the Work, except to the extent that any Claims are caused by the negligence or willful misconduct of Company.***

Company will indemnify, defend, and hold harmless will indemnify, defend, and hold harmless Contractor, its parents and affiliates, and its and their respective officers, directors, employees, agents, and other representatives from and against all claims, actions, judgments, liabilities, losses, costs, damages, fines, penalties, expenses, and reasonable attorneys fees arising out of or in connection with the Work to the extent that any such Claims are caused by the negligence or willful misconduct of Company.

The indemnities expressed in this Agreement will survive the expiration or termination of this Agreement or any Request for Services.

8.2 Insurance: Contractor will obtain and maintain, and will require its subcontractors to obtain and maintain, in full force and affect during the performance of the Work the insurance coverage specified in the applicable Request for Services. Contractor will provide Company certificates showing evidence of the required insurance coverage as of the effective date of the Request for Services prior to commencing the performance of the Work. The required limits are minimum limits and will not be construed to limit Contractor's liability. The cost of the required insurance will be borne by Contractor.

8.3 Limitation of Liability: Neither Company nor Contractor will be liable for special, incidental, consequential, or other indirect damages, including lost business or lost profits, suffered or incurred by the other party and arising out of or in connection with this Agreement or the applicable Request for Services. The term "consequential damages" will not be construed to include personal injury or property damage proximately resulting from a breach of warranty.

9. **Termination:**

9.1 Default: Either Company or Contractor will be in default if it: (a) breaches this Agreement or the applicable Request for Services; (b) becomes insolvent; or (c) files or has filed against it a petition in bankruptcy, for

reorganization, or for appointment of a receiver or trustee. In the event of default under (a), the non-defaulting party will provide the defaulting party with notice and a five (5) day opportunity to cure. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate the applicable Request for Services upon notice to the defaulting party. In the event of a default under (b) or (c), the non-defaulting party may terminate the applicable Request for Services upon notice to the defaulting party.

If Company terminates a Request for Services because of the default of Contractor, Company may immediately take possession of the Work site and any goods belonging to or paid for by Company and complete the Work. If the Work cannot be completed for the total amount of compensation yet to be paid to Contractor under the Request for Services, Contractor will reimburse Company for the amount of any excess within thirty (30) days of the receipt of an invoice from Company. If Company terminates a Request for Services because of the default of Contractor, Company may also pay any of the Contractor's suppliers and subcontractors directly and deduct the amount paid from any amount due to the Contractor. If a court or arbitrator having jurisdiction determines that Company's termination for default was wrongful, then Company's termination will be deemed to be a termination for convenience.

9.2 Convenience: Company may terminate a Request for Services without cause upon notice to Contractor. In the event of a termination for convenience, Contractor will comply with Company's instructions for stopping the Work. Company will pay the out-of-pocket expenses incurred by Contractor as a direct result of the termination through the fifth (5^{th}) business day after a termination for convenience plus ten percent (10%) for overhead and profit.

10. **Intellectual Property:** Any Intellectual Property developed by the Contractor in the scope and course of the performance of the Work will be the property of the Company, and the Contractor will execute any documents necessary to assign ownership of such Intellectual Property to Contractor.

11. **Confidentiality:** Except as may be necessary to enforce its rights under a Request for Services, as otherwise may be necessary to respond in any legal proceeding (including any deposition, interrogatory, subpoena, or civil investigative demand), or as otherwise may be necessary to procure any insurance or bonding required by this Agreement or a Request for Services, Contractor will not disclose to any third party, other than Contractor's parents, affiliates, officers, directors, employees, agents, or other representatives, the terms and conditions of this Agreement and any Request for Services or any information provided by Company to Contractor that is identified as confidential or proprietary. This section will not apply to information that was known to Contractor prior to its disclosure by Company, becomes publicly available other than by unauthorized disclosure, or is received from a third party who, to the best of Contactor's knowledge, is under no confidentiality obligation to Company. Contractor's obligations will survive the expiration or termination of this Agreement for a period of two (2) years.

12. **Miscellaneous:**

12.1 Notices: Any notice will be in writing either delivered by overnight courier or faxed with uninterrupted transmission confirmed by transmission report to the address set forth in the Request for Services. Either party may change their notice address and fax number upon notice to the other party at least ten (10) days in advance of the effective date of the change.

12.2 No Waiver: No waiver by either Company or Contractor of any right at any time will serve to waive of the same right at any future date.

12.3 Amendment: No amendment to this Agreement or any Request for Services will be effective unless made in writing and signed by both Parties.

12.4 Severability: If any provision of this Agreement or a Request for Services 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.

12.5 Attorneys' Fees: If either party institutes suit to enforce any right or obligation arising under this Agreement or a Request for Services, prevailing party will be entitled to recover reasonable attorneys' fees from the other party.

12.6 Assignment: Neither party may assign this Agreement or a Request for Services, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment in violation of this provision will be void.

12.7 Conflict of Interest: Neither Company nor Contractor will pay any commission, fee, or rebate to an employee of the other party or favor an employee of the other party with any gift or entertainment of significant value.

12.8 Governing Law: ***This Agreement and any Request for Services will be governed and construed in accordance with the laws of the State of Oklahoma, without reference to the choice of law principles thereof.***

12.9 Counterparts: This Agreement and any Request for Services may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

12.10 Entire Agreement; Conflict: This Agreement and the applicable Request for Services represents the entire agreement of Company and Contractor with respect to the matters addressed therein. In the event of a conflict between the terms and conditions in this Agreement and those in any Request for Services, the terms and conditions in this Agreement will control.

12.11 Miscellaneous: References in this Agreement and any Request for Services to "days," "months" or "years" means calendar days, months and years unless otherwise indicated. The word "including" does not limit the preceding words or terms. No provisions of this Agreement or any Request for Services will be construed against or interpreted to the disadvantage of any party by reason of such party's having drafted such provision. Except as otherwise provided herein, the remedies provided in this Agreement or any Request for Services are cumulative, not exclusive, and in addition to all other remedies at law or in equity.

--End of Schedule "A"--

SEA SUPPORT RESPONSE EQUIPMENT LIST

WEIR SUCTION SKIMMER

MODEL: PARKER 101B	2" QUICK CONNECTION	EXERCISED: 07/18/07

SPILL CONTAINMENT BOOM

TYPE OF BOOM	*LENGTH*	*FLOTATION HEIGHT/SKIRT DEPTH*	*MOBILIZATION*	*EXERCISED*
HARBOR	1000 FT (10X100')	floatation = 6" skirt = 12" overall=18"	18' BOOM TRAILER	10/16/07

*UNIVERSAL TYPE COMPATIBLE WITH ASTM F-962 2 CONNECTOR.

BOATS

MAKE	*LOA*	*PROPULSION*	*HULL NUMBER*
THOMAS MARINE	25 FT	130 H.P. HONDA	TME240730384
WINNIGHOFF	23 FT	90 H.P. HONDA	680331082
SEA COAST	16 FT	90 H.P. HONDA	DNC30031M76D
BROCKWAY I	16 FT	25 H.P. JOHNSON	BBH01670A393
STAMIS	21 FT	90 H.P. HONDA	ASPB0974M75H
BOSTON WHALER	17 FT	75 H.P. JOHNSON	BWCE7388M81K
J BOAT (LOUISIANA TRAVELER)	16 FT		FFL23324A890

* Vessels are exercised continually throughout the year during the course of daily operational preemptive containment boom deployments encircling tanker vessels transferring petroleum within the State of Connecticut waterways.

BOAT TRAILERS

MAKE	*MODEL*	*YEAR*	*VIN NUMBER*
EZ LOADER	TEZ10219(19'-24')	2000	1ZEAAMSTXYA010604
EZ LOADER	32m2550	1987	1ZE1RTT15HN0Y4023
EZ LOADER	TEZR 19-22	1993	1ZE1SL227PN015135
LOAD RITE	23T5400TG2	2004	5A4DD4U2752050742
BIG TEX	UTILITY	2004	16VNX162442D39765
COX	CF850G	1987	1CZBE1153H1034852

VEHICLES

TYPE	MAKE	YEAR	VIN NUMBER
PICKUP (4WD)	FORD	1997	1FTHF26H6VEB13794
PICKUP (4WD)	FORD	2000	1FTRF18W3YNC11471
PICKUP (4WD)	GMC	2002	1GTGK29U82Z199582
PICKUP (4WD)	FORD	1998	1FTRF1827WNC25335
PICKUP (2WD)	RANGER	1999	1FTYR10VIXPB51506
CHEROKEE	JEEP	2000	1J4FF4855YL122136
E-450 (BOX TRUCK)	FORD	2000	1FDXE45F6YHA19164

MASTER SERVICES AGREEMENT
NO. 04MMLP137

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Master Agreement") is entered into to be effective as of **May 1, 2004**, between **United Industrial Services, Inc., a CT Corporation** ("Contractor"), and **Magellan Terminals Holdings, L.P.**, sometimes referred to collectively as "Parties" or singularly as "Party".

1. DEFINITIONS

1.1 **"Applicable Law"** shall mean any and all laws, regulations, rules, ordinances, codes, orders and decrees of Governmental Authority affecting this Master Agreement, the applicable Request For Services or the Work.

1.2 **"Authorized Change Order"** shall have the meaning set forth in Section 16 of this Master Agreement.

1.3 **"Claims"** shall mean all causes of action, claims, damages, demands, liability, losses and suits of every type and character, including the expenses of litigation, court costs and reasonable attorney fees.

1.4 **"Company"** shall mean the MMP Affiliate that enters into the Request For Services with Contractor.

1.5 **"Company Policy or Policies"** shall mean any and all policies, rules and/or procedures established by Company pertaining to the Work.

1.6 **"Default"** shall have the meaning set forth in Section 28 of this Master Agreement.

1.7 **"Final Acceptance"** shall mean Company's written acknowledgement that the Work is complete and that all other terms and conditions of this Master Agreement and the applicable Request For Services have been satisfied.

1.8 **"Governmental Authority"** shall mean any and all local, state, federal or tribal authorities having jurisdiction over this Master Agreement, the applicable Request For Services or the Work.

1.9 **"Mobilization"** shall mean Contractor's movement of equipment, materials, incidentals, and/or labor necessary for the Work towards the site where Work will be performed provided that such site shall not include Contractor's property.

1.10 **"Request For Services"** shall mean the signed written agreement(s) between Company and Contractor entered into pursuant to this Master Agreement which sets forth the scope of Work, compensation, commencement and completion date for Work, insurance and any other provisions agreed to by Company and Contractor.

1.11 **"Stand By"** shall mean any time period after Contractor has Mobilized with Company's permission and Company delays commencement of the Work. As used in this Agreement, Stand By shall have no other meaning.

1.12 **"MMP Affiliates"** shall mean any subsidiaries, direct or indirect, current and future of Magellan Midstream Partners, L.P., a Delaware limited partnership, or any other entities which are under the control of MMP GP LLC, or any one of its divisions or direct or indirect subsidiaries. The term "control" as used herein shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.

1.13 **"Work"** shall mean the labor and/or goods to be provided by Contractor pursuant to the applicable Request For Services.

2. **MASTER AGREEMENT.** The Parties are entering into this Master Agreement because the MMP Affiliates may, from time to time and in their separate capacities, enter into one or more Request For Services with Contractor. In order to timely facilitate the efficient administration and documentation of the anticipated Request For Services, the Parties desire to agree in advance in this Master Agreement to certain terms and conditions which will be applicable to such Request For Services if and when executed. It is understood and agreed that **Magellan Terminals Holdings, L.P.** does not guarantee that any Request For Services will be executed. However, once a Request For Services is executed by a MMP Affiliate and Contractor, then such MMP Affiliate and Contractor shall be obligated to comply with the provisions of the applicable Request For Services and this Master Agreement.

3. **SEPARATE OBLIGATIONS.** Each Request For Services creates a separate contract between Contractor and the MMP Affiliate that signs the Request For Services (referred to hereinafter as "Company"). In no event shall any MMP Affiliate, other than Company, be liable for the obligations arising under such Request For Services.

4. **SCOPE OF WORK.** The scope of Work shall be described in the applicable Request For Services.

5. **COMPANY FURNISHED ITEMS.** Except as otherwise expressly provided in the applicable Request For Services, Contractor shall furnish all labor, tools, material, supplies, equipment and transportation necessary to perform the Work.

6. **COMPENSATION.** Company agrees to pay Contractor and Contractor agrees to accept as full and complete compensation for the Work the compensation set forth in the attached Exhibit "A" or the amount set forth in the applicable Request For Services.

(i) Any Work to be furnished on a time-and-materials basis shall be furnished at the rates set forth in Exhibit "A".

(ii) No overtime or premium rates will be authorized or paid by Contractor unless Company has expressly approved such rates in writing; provided, however, that such persons expressly designated by Company in writing may give oral approval to spot overtime work.

(iii) No rate change or cost change will be effective until accepted by Company in writing. For Work furnished on a time-and-materials basis, Contractor must give thirty (30) days prior written notice of any proposed rate change. No rate change accepted by Company will apply to Work in progress at the time of notice unless Company expressly agrees otherwise in writing.

7. **INVOICING.** Contractor shall invoice Company in monthly periods or as specified in the invoicing instructions in the applicable Request For Services. All of Contractor's invoices shall be:

(i) directed to the address specified on the applicable Request For Services;

(ii) referenced with the applicable Request For Services numbers, time vouchers, account codes and Work order numbers;

(iii) accompanied by all supporting documentation or as required under the applicable Request For Services; and

(iv) marked either "Partial" or "Final". Contractor's "Final" invoice must be accompanied by a waiver of all lien rights from Contractor and a waiver of lien rights from each of its subcontractors performing the Work. Such waiver(s) must be in a form provided by Company.

8. **PAYMENT.** Provided Contractor is not in Default and subject to Section 9, Company shall make payment to Contractor by check for Work performed within thirty (30) days following Company's receipt of Contractor's invoice submitted in compliance with Section 6. No payment is Final Acceptance nor is it a waiver by Company of any of its rights under this Master Agreement or the applicable Request For Services.

9. **RETAINAGE OR BONDING.** ***Company may, at its option, retain ten percent (10%) of the invoiced amounts due Contractor until Final Acceptance. Additionally, Company shall have the right to request that Contractor obtain a payment and/or performance bond.*** At Company's request, Contractor shall obtain a performance, and/or payment bond in the amount of one-hundred percent (100%) of the applicable contract price. The surety company must be listed on current U.S. Treasury lists in an amount equal to or greater than the compensation amount as set forth in Section 6. Company will reimburse the actual cost of such required bonds, the amount not to exceed two percent (2%) of the applicable Request For Services Compensation. Contractor shall deliver its bond within ten (10) days of the execution of the applicable Request For Services.

10. **NOTICES.** All notices shall be directed to the address set forth in the applicable Request For Services.

11. **INSURANCE.** Contractor shall obtain and maintain throughout its performance of the Work, at its own expense and with insurance companies satisfactory to Company and authorized to do business in the state or states in which the Work is to be performed, insurance coverages of the types and limits set forth in the applicable Request For Services. Contractor shall furnish Company with satisfactory evidence of such insurance coverages prior to commencing the Work. If Applicable Law limits waiver of the right of subrogation or prohibits naming Company as an "Additional Insured", then the applicable Request For Services shall be deemed amended to comply with Applicable Law and to provide the waiver of subrogation or designation of Company as an Additional Insured to the maximum limit permitted by Applicable Law. If Contractor hires a subcontractor to perform any Work, then Contractor warrants that such subcontractor will also obtain and maintain throughout its performance of the Work insurance coverages meeting the requirements of this Section 11. If Contractor's insurance policy is terminated or expires during the course of Work, Company shall have the right to terminate the applicable Request For Services for cause and/or immediately suspend the Work.

12. **TERM.** The term of this Master Agreement shall extend for a period of one (1) year from the effective date and month-to-month thereafter until terminated by either Party giving at least thirty (30) days advance written notice to the other Party; provided, however, that the provisions hereof shall survive termination of this Master Agreement and continue to apply to any Request For Services entered into between Company and Contractor prior to the date of termination of this Master Agreement until such Request For Services is completed or terminated. Notwithstanding the foregoing, the indemnities, representations and warranties set forth in this Master Agreement and any Request For Services will survive termination and continue in effect.

13. **CONTRACTOR'S INVESTIGATIONS.** Contractor's acceptance of a Request For Services means that Contractor has fully investigated and incorporated into the compensation set forth in the applicable Request For Services: the conditions at and around the Work site; the reasonably foreseeable complications, hazards and risks incident to performing the Work; and the availability of labor, tools, material, supplies, equipment and transportation necessary to perform the Work.

14. **COMPANY'S INSPECTIONS.** Company shall have full access to the Work and may inspect the Work at any time. No inspection or failure to inspect by Company shall constitute a waiver of any of Company's rights or remedies or relieve Contractor of any of its obligations under this Master Agreement or any Request For Services.

15. **EXTRA WORK REQUEST(S).** Before furnishing any labor, material or equipment that Contractor does not believe to be included in the applicable Request For Services, Contractor shall complete and sign an extra Work request form supplied by Company and deliver it to Company. If Company concurs that the labor, material and/or equipment identified by Contractor is desirable and not included in the applicable Request For Services, then Company shall issue a proposed change order for such extra labor, material and/or equipment pursuant to Section 16. Company shall not be obligated to pay for any such extra labor, material and/or equipment unless and until it is furnished pursuant to an Authorized Change Order.

16. **AUTHORIZED CHANGE ORDER(S).** Company may, at any time, issue written notice to Contractor proposing change(s) to the applicable Request For Services. Within five (5) days after receipt of the proposed change order, Contractor shall incorporate therein in writing any proposed increase or decrease in the compensation and/or time required to perform the Work as changed and return it to Company. However, if Contractor is unable to assemble such information within five (5) days after receipt of the proposed change order, then Contractor shall give Company written notice explaining the delay and identify a reasonable date by which the proposed change order shall be returned to Company. If Contractor proposes an increase or decrease in the compensation and/or time for performance of the Work as changed, Company may either accept or reject such proposal or make a counter proposal. Neither the proposed change order nor any counter-proposed change order shall amend the applicable Request For Services until signed by both Company and Contractor ("Authorized Change Order"). Contractor shall continue to perform the Work in accordance with the applicable Request For Services until either amended by an Authorized Change Order or instructed to stop by Company in writing.

17. **AMENDMENTS.** No amendment to this Master Agreement shall be effective unless made in writing and signed by both Parties.

18. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor with respect to the performance of all Work, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, representative, or subcontractor of Company in the performance of any Work. Company shall have no direction or control of Contractor or its employees, agents, servants, representatives, or subcontractors except in the results to be obtained. The actual

performance and supervision of all Work shall be by Contractor, although Company shall have the right to inspect the Work to determine whether the Work is being performed in accordance with this Master Agreement and the applicable Request For Services.

19. **SUBCONTRACTORS.** Contractor shall identify all proposed subcontractors prior to the commencement of the Work. Contractor shall not contract with any subcontractor to perform the Work without the prior written consent of Company. Contractor shall be fully responsible to Company for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them. No rights of administration reserved to Company shall be exercised directly on any subcontractor. Nothing contained in this Master Agreement, nor any approval of subcontractors, shall create any contractual liability or responsibility on the part of Company to any subcontractor.

20. **INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THIS MASTER AGREEMENT OR THE APPLICABLE REQUEST FOR SERVICES TO THE EXTENT SUCH CLAIMS ARE ATTRIBUTABLE TO EITHER COMPANY'S FAILURE TO COMPLY WITH COMPANY'S OBLIGATIONS UNDER THIS MASTER AGREEMENT OR THE APPLICABLE REQUEST FOR SERVICES, COMPANY'S NEGLIGENCE OR THE NEGLIGENCE OF COMPANY'S EMPLOYEES.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL CLAIMS, WHETHER GROUNDLESS OR NOT, ARISING OUT OF OR RELATED IN ANY WAY TO THIS MASTER AGREEMENT OR THE APPLICABLE REQUEST FOR SERVICES TO THE EXTENT SUCH CLAIMS ARE ATTRIBUTABLE TO EITHER CONTRACTOR'S FAILURE TO COMPLY WITH CONTRACTOR'S OBLIGATIONS UNDER THIS MASTER AGREEMENT OR THE APPLICABLE REQUEST FOR SERVICES, CONTRACTOR'S NEGLIGENCE OR THE NEGLIGENCE OF CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER REPRESENTATIVES. THIS INDEMNITY SHALL EXTEND TO COMPANY'S PARENT, SUBSIDIARIES AND AFFILIATES AND TO THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES.

21. **SAFETY AND THE ENVIRONMENT.** Contractor shall perform the Work in a safe and environmentally conscientious manner taking all reasonable and necessary precautions to prevent any spill, leak, discharge, or emission of or harmful exposure to any regulated or unregulated hazardous material, hazardous substance, oil, or other contaminant (pollution) and shall in every respect comply with all applicable Federal, state, city, county and any other applicable standards, laws, Company site specific work rules, statutes, or regulations regarding pollution, including reporting and record keeping requirements. Contractor, at its sole cost and expense, shall control, regulate and manage, as necessary, all regulated and unregulated hazardous materials, hazardous substances, oils and other contaminants relating to the performance of the work so as to prevent any harm whatsoever to any person, animal or property, including without limitation any associated or adjoining surface or ground water resources. Contractor shall keep the Work site and surrounding area free from waste and unnecessary material accumulations caused by Contractor's operations or actions of third parties.

Contractor shall provide Company with prior written notice of any hazardous materials proposed to be used by Contractor at a company site. Such hazardous materials usage is subject to Company's consent, which consent may not be unreasonably withheld. Contractor may not discharge or release hazardous materials to the environment at a Company site. In the event of any such discharge or release, Contractor

shall be solely responsible for the cessation, cleanup and disposal of all waste material or unused products arising from or related to the work as well as any damages, fines, penalties, other expenses, permits, or approvals necessary. However, upon the occurrence of any such pollution, Company shall have the right to designate any environmental cleanup operator of its own choosing to test and restore the project site or other impacted area to its pre-polluted condition at the cost of Contractor. Company may also take part to any degree it deems necessary in the cessation and cleanup of such pollution and approve ultimate disposition of any such materials generated by Contractor. In the event Contractor transports any regulated or unregulated hazardous material, hazardous substance, oil, or other contaminant off-site, title to such waste shall remain with Contractor. Contractor shall provide Company or its designee, with a copy of its written health and safety plans, and, if, requested, shall allow Company or its designee, to audit its records and procedures pertaining thereto. In addition, Company shall have the right to suspend performance of the Work for so long as it is necessary to prevent or stop any violations of such health, safety, and environmental procedures, rules, and regulations by Contractor, its employees, servants, agents, subcontractors, and licensees and to require the temporary or permanent removal from the Work site of any of Contractor's employees, servants, agents, contractors, subcontractors, or licensees, who violate such health, safety, or environmental procedures. Contractor shall not be entitled to compensation for any loss or damages suffered by Contractor nor to any time extension for completion of performance of the Work resulting from such suspension or termination.

22. **LIENS.** Provided Company is paying Contractor in accordance with this Master Agreement and the applicable Request For Services, Contractor shall pay when due all of its obligations incurred in the performance of the Work and keep Company's property free and clear of all liens and other encumbrances arising out of the performance of the Work. If Contractor should breach this Section 22, then, in addition to any other rights which Company may have against Contractor, Company may withhold payment from Contractor and satisfy such obligations and/or cause the release of such liens or other encumbrances.

23. **WARRANTIES.** Contractor expressly warrants that if any goods are supplied in connection with Work, such goods shall: (a) conform to the Contractor's affirmations and promises relating to the goods; (b) conform to the descriptions, samples and models furnished by Contractor; (c) conform to all Company specifications; (d) are new and of good material and workmanship and free from defects; (e) are fit for any ordinary or known particular purpose; and (f) are manufactured, procured and produced in compliance with all Applicable Law, rules, orders or regulations. Contractor warrants that any goods supplied in connection with the Work shall meet the warranties listed above for a period extending to the later of eighteen (18) months from the date the goods are delivered or twelve (12) months from the Final Acceptance. For goods which fail to meet this warranty obligation, Contractor agrees to repair or replace such goods at its expense. Contractor agrees that such repair or replacements will be done in a timely manner. For goods repaired or replaced, Contractor agrees that the warranty period for such goods will begin on the date of repair or replacement.

In addition, Contractor expressly warrants that any labor performed in connection with the Work shall be performed in accordance with the highest industry standards for similar labor. For services performed in connection with the Work, Contractor warrants that the services will meet the warranty listed above for period extending from eighteen (18) months from the performance of such services. For services which fail to meet this warranty obligation, Contractor agrees to reperform such services at its sole expense until the services meet the warranty above. Contractor agrees that such reperformance of services will be done in a timely manner. For reperformed services, Contractor agrees that the warranty period for such services will begin on the date of completion of the reperformance.

Contractor will be responsible for any and all damages resulting from its failure to meet its warranty obligations. If Contractor fails to repair or replace defects in services or goods in a timely manner, Contractor

agrees that Company shall have the right to repair such defects at Contractor's expense or hire a third party to repair such defects at Contractor's expense.

If applicable, any provisions agreed to by Company and Contractor limiting Contractor's obligation to pay consequential, indirect, or special damages will not apply to limit Contractor's obligations to pay consequential damages if Contractor fails to meet its warranty obligations, including but not limited to, timely repair and replacement of defective goods or services.

24. **PERMITS AND NOTICES.** Unless otherwise expressly provided in the applicable Request For Services, Contractor shall secure and pay for all permits, certificates and licenses and give all notices required to perform the Work by Applicable Law.

25. **TAXES.** The compensation generally referred to in Section 6 and specifically set forth in the applicable Request For Services includes all taxes that may be levied or assessed by any Governmental Authority against Contractor, any subcontractor, or Company (except sales taxes on any Company furnished items) in connection with or incident to the performance of the Work, and Contractor shall remit such taxes from the compensation so received. However, if requested by Company in writing, any such taxes shall be separately itemized in Contractor's invoices submitted pursuant to Section 7. Contractor shall reimburse Company on demand for any such taxes that Company pays, or Company may withhold payment from Contractor to reimburse Company for such taxes.

26. **DOT REGULATIONS.** If Contractor performs Work regulated by the Department of Transportation ("DOT"), Contractor will comply with all requirements imposed by DOT regulations. Contractor shall require all of its subcontractors who perform Work regulated by the DOT to comply with all DOT regulations. Contractor shall provide Company with a list of subcontractors performing Work regulated by the DOT prior to commencement of the Work.

27. **COMPLIANCE WITH APPLICABLE LAWS AND COMPANY POLICIES.** Contractor warrants that it is, and shall remain, familiar with Applicable Laws and shall comply and cause all its employees to comply with Applicable Law throughout the term of this Master Agreement and the applicable Request For Services. Contractor also warrants that it shall comply and cause all its employees to comply with any and all applicable Company Policies.

28. **TERMINATION FOR CAUSE.** Contractor shall be in Default if Contractor: (i) breaches any provision of this Master Agreement or the applicable Request For Services; (ii) makes an assignment for the benefit of creditors or consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee; or (iii) becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership (singularly and collectively, a "Default"). In the event Contractor breaches any provision of this Master Services Agreement or the applicable Request For Services, Company shall give Contractor written notice of the Default and a three (3) day opportunity to cure. If Contractor fails to cure the Default within such cure period, Company may, without prejudice to any other rights Company has at law or in equity: (i) terminate the applicable Request For Services; (ii) immediately take possession of the Work site(s) and all materials, equipment, tools, and machinery there and belonging to or paid for by Company; and (iii) either accept assignment of subcontracts, which the Contractor shall be obligated to make upon the written request of the Company, or finish the Work by whatever other method Company deems appropriate. To the extent that Company cannot recover its costs to complete the Work from monies due to Contractor, Company shall invoice Contractor therefor. Contractor shall pay the same to Company within twenty (20) days after the receipt of said invoice. If a court or arbitrator should determine that Company's alleged termination for cause was wrongful, then Company's termination shall be considered termination for convenience subject to Section 29.

29. **TERMINATION FOR CONVENIENCE.** Company, in its sole discretion, may terminate the applicable Request For Services without cause by providing written notice to Contractor. Upon receipt of such notice, Contractor shall comply with Company's directions for Work stoppage. In the event of such termination, Company shall pay the direct costs incurred by Contractor through the fifth business day after issuance of the written notice plus an additional ten percent (10%) of such costs for overhead and profit.

30. **ATTORNEY'S FEES.** If either Company or Contractor institutes suit to enforce any right or obligation against the other arising from this Master Agreement or the applicable Request For Services, the one to prevail shall be entitled to recover all expenses of litigation, attorney's fees, and court costs from the other.

31. **RIGHT TO AUDIT.** Company shall have the right to inspect and audit, at all reasonable times, Contractor's accounts and records pertaining to the Work for a period not to exceed twenty-four (24) months after the later of the date Contractor ceases performing the Work or Final Acceptance. In connection with all agreements with subcontractors, Contractor shall obtain a similar right to permit Company to inspect and audit the accounts and records of the subcontractor and require the subcontractor to include a similar provision in all agreements with its subcontractors.

32. **CONFIDENTIALITY.** Except as necessary to obtain the required insurance or bonding, Contractor shall maintain as confidential and proprietary all information provided by Company pursuant to this Master Agreement and any Request For Services and shall not divulge or disclose such information to third parties without the prior written consent of Company, shall not use such information to the detriment of Company, and shall return all such information upon completion of a Request For Services, as applicable, or otherwise upon termination or expiration of this Master Agreement.

33. **SEVERABILITY.** If any provision of this Master Agreement or the applicable Request For Services is partially or completely unenforceable pursuant to Applicable Law, then such provision shall be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then such provision shall be deemed deleted. If any provision is so deleted, then the remaining provisions shall remain in full force and effect.

34. **NO THIRD PARTY BENEFICIARY.** Nothing in this Master Agreement or any Request For Services is intended to provide legal rights to or create any liability for anyone not executing the applicable Request For Services.

35. **ASSIGNMENT.** Neither Party may assign its rights or delegate its obligations under this Master Agreement without the prior written consent of the other Party. Neither Company nor Contractor may assign its rights or delegate its obligations under the applicable Request For Services without the prior written consent of the other. Notwithstanding the foregoing, Company may assign its rights under this Master Agreement or a Request for Services to a MMP Affiliate without consent.

36. **CONFLICT OF INTEREST.** Contractor will not use any funds for illegal or otherwise "improper" purposes. Contractor will not pay any commissions, fees or rebates to any employee of Company, nor favor any employee of Company with gifts or entertainment of significant cost or value. If Company has reasonable cause to believe that one of the above provisions has been violated, Company, or its representative, may audit the records of Contractor for the purpose of establishing compliance with this Section.

37. **PATENT, TRADE SECRET, AND OTHER INTELLECTUAL PROPERTY RIGHT INDEMNITY.** Contractor agrees to save Company harmless from and indemnify Company against any and

all Claims, and expenses of any kind in connection therewith, including reasonable attorney's fees and disbursements, based on alleged infringements of trademarks, copyrights, patent rights or of any kind of trade secret arising from the use of goods or services provided pursuant to this Agreement. If any such goods or services are held to constitute infringement or their use is enjoined, Contractor, if unable within a reasonable time to secure the right for Company to continue to use such goods or services, by suspension of the injunction, by procuring for Company a license or otherwise, will at the option of Company and at Contractor's own expense either replace such goods or services with non-infringing goods or services, or modify them so that the goods or services become non-infringing, or remove the infringing goods and stop the infringing services and refund all sums paid therefore. This indemnity shall survive acceptance of the goods and services and payment therefore.

38. **MOBILIZATION.** Contractor shall not Mobilize until directed by Company. Any mobilization prior to the Company's authorization shall be at Contractor's risk.

39. **STAND BY.** Any Stand By, as defined in Section 1.11 of this Master Agreement, shall entitle Contractor to payment of Stand By rates. Such rates shall be as specifically set forth in Exhibit "A" or the applicable Request For Services. If no Stand By rates for personnel are set forth in Exhibit "A" or the applicable Request For Services, then Contractor shall receive eighty-five percent (85%) of the applicable rate set forth in Exhibit "A" or the applicable Request For Services for any personnel Mobilized to the Work site with Company's permission and prevented from performing the Work due to the Stand By. If no Stand By rates for equipment are set forth in Exhibit "A" or the applicable Request For Services, then Contractor shall receive sixty percent (60%) of the applicable rate set forth in Exhibit "A" or the Applicable Request For Services for any equipment Mobilized to the Work site with Company's permission and prevented from performing Work due to the Stand By. This Section sets forth Contractor's sole right of recovery against Company for any Stand By. Such Stand By rates shall be deemed to include all wages, benefits, taxes, insurance, overhead, anticipated profit, and costs incident to the Stand By.

40. **GOVERNING LAW AND INTERPRETATION.** THE RIGHTS AND OBLIGATIONS ARISING UNDER THIS MASTER AGREEMENT AND THE APPLICABLE REQUEST FOR SERVICES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES THEREOF. IN THE EVENT OF A CONFLICT BETWEEN THIS MASTER AGREEMENT AND THE APPLICABLE REQUEST FOR SERVICES, THIS MASTER AGREEMENT SHALL CONTROL UNLESS IT IS EXPRESSLY STATED THAT THE PARTICULAR CONFLICTING PROVISIONS OF THE APPLICABLE REQUEST FOR SERVICES SHALL CONTROL.

41. **INVENTIONS AND CREATIONS.** Contractor acknowledges that any and all inventions, discoveries, improvements, or creations which Contractor may conceive or make in the performance of this Agreement, whether individually or jointly with others, shall be the sole and exclusive property of Company. Contractor agrees to execute any and all documents which may be deemed necessary by Company in its sole discretion to evidence such ownership, and further agrees to cooperate fully in the filing and/or prosecution of any patent application(s) related to such inventions, discoveries, improvements or creations. Contractor further agrees to make prompt written disclosure to Company of each such invention, discovery, improvement, or creation not otherwise clearly disclosed to Company, specifically pointing out features or concepts that Contractor believes to be new or different. Contractor agrees that all copyrightable works created in connection with the performance of this Agreement shall be the sole and exclusive property of Company. To the extent that such works are not deemed to be "works for hire," Contractor hereby assigns all proprietary interests, including copyrights, in those works to Company, without further compensation.

42. **ENTIRE AGREEMENT.** This Master Agreement contains the entire agreement of the Parties with respect to the matters addressed herein and shall only be amended pursuant to Section 17. The Parties covenant and agree that this Master Agreement shall be deemed for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or any MMP Affiliate as a result of the preparation, submittal or other event or negotiation, drafting or execution.

43. **CONFLICT PROVISIONS.** It is understood and agreed that if there should be any conflict between the provisions of this Master Agreement or any related Request for Services, and any Contractor's order, invoice, statement, published rate schedule or any other type of memoranda or attachment, whether written or oral, between Company and Contractor, the provisions of this Master Agreement or any related Request for Services shall control.

United Industrial Services, Inc.

By: Russell G. Church

Name: Russell G. Church

Title: V.P. Sales

Magellan Terminals Holdings, L.P.
By: Magellan NGL, LLC, Its General Partner

By: B Argabright

Name: Barbara Argabright

Title: MMPLP Contracts and Compliance

ADDENDUM TO
MASTER SERVICES AGREEMENT
BETWEEN
MAGELLAN TERMINALS HOLDINGS, L.P.
AND
UNITED OIL RECOVERY, INC.

The correct name of the Contractor is United Oil Recovery, Inc. dba United Industrial Services

Paragraph 9 of the Master Services Agreement is deleted.

Paragraph 20 of the Master Services Agreement is deleted and the following inserted in lieu thereof:

20. Indemnity. To the maximum extent permitted by applicable law, Contractor will indemnify, protect and hold harmless Company from and against all loss, damage and/or expense, whether by reason of lawsuits, claims, demands, judgments for amounts paid in settlement, relative to personal injury, death or property damage arising out of or in any way resulting from (a) Contractor's failure to comply with federal, state and local laws and regulations applicable to services undertaken by Contractor hereunder; (b) Contractor's breach of warranties set forth above or any other material term or provision of this Agreement; or (c) any negligent or willful acts and/or omissions of Contractor and/or its employees or subcontractors, in the performance of this Agreement, including, but not limited to, transportation, management, treatment and/or disposal of Waste. However, the above indemnification shall not apply to the extent any losses, damages, liabilities, or expenses result from or arise out of any negligence or willful misconduct of Company, or any breach by Company of any warranties hereunder.

Contractor indemnification in this Agreement shall be extended to include actions, damages, liabilities, suits, claims, costs, or demands, including reasonable attorney's fees connected herewith, resulting from liability imposed on Company under CERCLA or other laws similarly providing for strict liability for treatment, storage, handling and disposal of the Waste to the extent that such actions, damages, liabilities or expenses do not result from, or are not attributable to (a) any negligence or willful misconduct of Company; (b) any delay attributable to Company's conduct; or (c) any breach by Company of any warranties or provisions hereunder.

In paragraph 21, delete the phrase "However, upon the occurrence of any such pollution" and insert the following: "In the event that Contractor fails to cleanup and dispose of waste material or unused products arising from or related to the work". *Please note that United is in the business of spill remediation, and has the manpower and equipment to deal with any such event.*

In paragraph 23, the paragraph that begins "If applicable, any provisions agreed to by Company and Contractor limiting Contractor's obligation to pay consequential damages..." is deleted.

UNITED INDUSTRIAL SERVICES
DIVISION OF UNITED OIL RECOVERY, INC.

CORPORATE OFFICE
P.O. BOX 902
MERIDEN, CT 06450-0902
TELEPHONE (203) 238-6745
FAX (203) 238-6772

"An Equal Opportunity Employer"

Joseph A. Verrastro Sr.
Technical Service Representative

October 5, 2007

Daniel Stokes
Magellan Midstream Partners, LP
280 Waterfront Street
New Haven, CT 06512-1717

Dear Mr. Stokes,

This letter is in reference to your request for United Industrial Services to serve as your primary Emergency Spill Responder.

United has approved your waste streams, toured your facilities and received and reviewed your Contingency Plan. As the appropriate measures have been established, United is pleased to acknowledge your request. This agreement is effective from **October 1st, 2007 to October 1st, 2008.**

A "Spill Response" package has been furnished to Magellan Midstream Partners, LP, which provides you with related information and our 24-hour Emergency Response phone number.

We appreciate your interest in United, and look forward to being of service. Should you have any questions, comments or concerns, please do not hesitate to contact us.

Sincerely,

UNITED OIL RECOVERY INC.

By: Joseph A. Verrastro SR

Name: Joseph A. Verrastro Sr.

Title: Technical Service Rep.

Date: 10/31/07

ACCEPTED:

By: Daniel R. Stokes

Name: Daniel R. Stokes

Title: Area Supervisor

Date: 10/31/07

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"An Equal Opportunity Employer"

October 29, 2007

Daniel Stokes
Magellan Midstream Partners, LP
New Haven Harbor Terminals
280 Waterfront Street
New Haven, CT 06512

Dear Mr. Stokes:

I am writing to document for you United Industrial Services (UIS) spill response capabilities. Magellan Midstream Partners, LP has chosen UIS as a responder for its Facility located in New Haven, CT (address above).

UIS provides spill response for many Connecticut companies and is also on the state approved responder list. UIS operates two facilities in Bridgeport CT and one in Meriden CT where response equipment is staged and at which personnel are available to act as responders. These facilities are listed below.

Bridgeport United Recycling, Inc.
50 Cross Street
Bridgeport, CT

Bridgeport United Recycling, Inc.
Seaview Marine Terminal
24-40 Seaview Avenue
Bridgeport, CT

United Oil Recovery, Inc.
14 West Main Street
Meriden, CT 06451

UIS' emergency response number is (800) 832-4346.

Because of our locations in Bridgeport and Meriden CT, UIS commits to being able to respond within one hour of a spill at the Magellan Midstream Partners, LP location in New Haven, CT.

UIS performs equipment deployment drills at least twice per year. One of these drills is at the Seaview Marine Terminal and another at New Haven harbor as part of the co-op initiative.

Attached to this letter are the following:

- UIS' emergency equipment list; and
- A copy of an equipment deployment performed at the Seaview Marine Terminal on October 28, 2004.

Please feel free to call at (203) 238-6745 x 8132 if you need further information.

Sincerely,

Joseph A. Verrastro Sr.
Technical Service Representative

LABOR RATES
BIOLOGIST - MICROBIOLOGIST
CHEMICAL TECHNICIAN
CHEMIST
DRAFTPERSON
DRILLER
DRILLER'S ASSISTANT
DRIVER
ELECTRICIAN
ENGINEER - Field Survey, Site Recon
ENGINEER - Remedial System O&M
ENGINEER - Professional
ENGINEER - Certified Industrial Hygienist
EQUIPMENT OPERATOR
FIELD TECHNICIAN
FOREPERSON
GEOLOGIST
HYDROGEOLOGIST
INDUSTRIAL HYGIENIST
INSIDE TECHNICAL SUPPORT
LAB PACK SPECIALIST
LICENSED ENVIRONMENTAL PROFESSIONAL
LICENSED SURVEYOR
MECHANIC
PLUMBER
PROJECT MANAGER
PROJECT SUPERVISOR
SPILL COODINATOR
SUPERVISOR
TECHNICAL ADMINISTRATIVE SERVICES
TECHNICAL ADVISOR
WELDER
SERVICE EQUIPMENT
TRUCK - Spill Response Box Boom Trailer 80 Drum Capacity
DRILL RIG - POR
SCAFHOLDING - POR
SOIL BORING RIG - POR
TRUCK - Box 40 Drum Capacity
TRUCK - Box Trailer 80 Drum Capacity
TRUCK - Drop Deck Trailer
TRUCK - Flat Bed - POR
TRUCK - Roll Off
TRUCK - Six Wheel Dump
TRUCK - Spill Response Box Boom Trailer
TRUCK - Tri-Axle Dump
TRUCK - Utility Pick Up
VAC - High Vacuum
VAC - Stainless Steel Trailer 5,000-gallon Capacity
VAC - Trailer 6,500 GAL Capacity
VAC - Trailer 5,000GAL Capacity
VAC - Truck 4,000GAL Capacity
VAN - Service
VAN - Spill Response
Additional Trucks:
Office Site Trailer
Office Site Trailer

Absorbents - UIS
Item
OIL NETS WITH ROPE, ODN 08
OIL NETS WITHOUT ROPE, ONO 30
OIL412
OIL430
SPEEDI DRI
5 INCH BOOM - POR
8 INCH BOOM - POR
RAGS - POR
Materials (Drums, Pails, CYB, Tanks)
Item
DRUM - 15-16 GAL POLY CLOSED TOP
DRUM - 30 GAL POLY CLOSED TOP
DRUM - 30 GAL METAL OPEN TOP
DRUM - 55 GAL METAL 17E CLOSED-TOP
DRUM - 55 GAL METAL 17H OPEN-TOP
DRUM - 55 GAL POLY CLOSED TOP
DRUM - 55 GAL POLY OPEN TOP
DRUM - 85 GAL METAL OVERPACK
DRUM - 96 GAL POLY OVERPACK
CUBIC YARD BOX - COMPLETE
CUBIC YARD BOX BAG
CUBIC YARD BOX COVER
CUBIC YARD BOX HARDWARE
CUBIC YARD BOX LINER
CUBIC YARD BOX PALLET
DRUM - PLASTIC LINERS, DRUM LINERS 4 MIL
DRUM - HARDWARE
DRUM - LINER
DRUM - 5 GALLON PAIL
DRUM - 15-16 GAL METAL CLOSED TOP
DRUM - 15-16 GAL METAL OPEN TOP
DRUM - 15-16 GAL POLY OPEN TOP
DRUM - 30 GAL METAL CLOSED TOP
DRUM - 30 GAL POLY OPEN TOP
MANIFEST FEE

Equipment
Item
BRUSH CUTTER/WEED WHACKER (STIHL)
CONTAINMENT BOOM, 12 INCH (RENT)
CONTAINMENT BOOM, 18 INCH (RENT)
COPPUS BLOWER, 10,000 CFM
EXPLOSION PROOF FANS (1000 CFM)
GENERATOR (SPECIFY KW) UP TO 6.5 KW
PHOTO IONIZATION DETECTOR, 10.2 EV
AIR BOTTLES, 300 CUBIC FEET
DIGITAL CAMERA
FILTER - NEGATIVE AIR MACHINE
GAS POWERED CHOP SAW
GAS POWERED CHOP SAW (ABRASIVE BLADES)
POWER BROOM
Equipment - Decontamination
Item
PRESSURE WASHER 100 PSI-3000 PSI
CLEANING SOLUTION - P.C.B.
PRESSURE WASHER 10,000 PSI
PRESSURE WASHER 20,000 PSI
SONIC INTERFACE PROBE
Equipment - Marine
Item
BOAT WITH OUT POWER, 12 FEET
BOAT LARGE MOTOR, 18 FEET
BOAT POWER UTILITY, 16 FEET
SKIMMER, SKIMPAC OR EQUAL

Equipment - Mercury Spill Clean Up
Item
CLEANING SOLUTION - MERCURY
MERCURY VACUUM
METER- JEROME
FILTER - MERCURY VACUUM REPLACEMENT FILTER
FILTER - MERCURY VACUUM CARBON FILTER
Equipment - Personal Protective Equipment
Item
LEVEL B - AIR LINE SYSTEM NORTH SCOTT
BOOTS, LATEX DISPOSABLE
METER - CORROSION
DISPOSAL TYVEK SUITS (SPECIFY TYPE) KAPPLE OR EQUAL
METER - EXPLOSION, PHD ULTRA
METER - GAS, PHD 4 WAY METER
GLOVES, PVC
LEVEL A, RESPONDER OR EQUAL
LEVEL B, NORTH/ SCOTT OR EQUAL
LEVEL C, NORTH/ SCOTT OR EQUAL
RETRIEVAL TRIPOD & WINCH, MILLER OR EQUAL
ROPE RETRIEVAL SYSTEM
TURNOUT GEAR
GLOVES - NEOPRENE
GLOVES - BUTYL
GLOVES - NITRILE
LEVEL D
RESPIRATOR - FULL FACE
RESPIRATOR - HALF FACE
SCBA
Equipment - Portable Storage
Item
FRAC TANKS, 20,000 GALLON
FRAK TANKS, 10,000 GALLON
TANK - RECOVERY (SKID TANK) 275 GALLON
TANK - RECOVERY (SKID TANK) 500 GALLON
TANK - RECOVERY (SKID TANK) 1,000 GALLON
TANK - POLY (TEMP STORAGE) 500-1,000 GALLONS

Equipment - Pumping
Item
PUMP - CENTRIFUGAL, 350 GPM - POR
PUMP - DIAPHRAGM, 3 INCH
PUMP - PRODUCT/GEAR
PUMP - SUBMERSIBLE, 50 GPM (ELECTRIC)
HOSE - CHEMICAL RESISTANCE (ACID CAUSTIC) - POR
PUMP - DIAPHRAGM, 3 INCH
PUMP - SUBMERSIBLE, 50 GPM (ELECTRIC)
Equipment - Remediation Excavation
Item
ACTIVE CARBON FILTERS
AIR STRIPPER, 30 GPM - POR
BACKHOE
BULLDOZER - POR
EXCAVATOR, 3 YARD
EXCAVATOR, MINI
FORK TRUCK
JACK HAMMER, 60-90 POUNDS
LOADER - CAT D4 OR EQUAL - POR
OIL/WATER SEPARATOR, 50 GPM - POR
ROLLER - POR
LIGHT TOWER (2 LIGHT HEAD TRAILER)
SKID STEER LOADER
SKID STEER LOADER SWEEPER ATTACHMENT
AIR COMPRESSOR 185 CFM
Equipment - Roll Off/Vacuum Box
Item
CANVAS "ROAD" TARP - POR
DISPOSABLE TARPS
POLY LINER - ROLL OFF
POLY LINERS - DUMP TRAILERS
ROLL OFF RENTAL
VACUUM BOX RENTAL
Equipment - Sampling
Item
DISPOSABLE BAILERS
SAMPLE JARS 1 LITER GLASS
SAMPLE JARS, 4 OUNCE
PETROFLAG CONSUMABLES
PETROFLAG TEST KIT

Supplies
Item
6MIL POLY 20 FEET BY 100 FEET
BENTONITE, 50 LB BAG
BLACK TOP COLD PATCH, 60 LB. BAG
FILTER SAND, 50 POUND BAG
PAD LOCKS
PORTLAND CEMENT, 60 POUND BAG
ROPE/LINE
SOLIDIFICATION DUST
TORNADO SOAP
DEFOAMER
BACKFILL - POR
DC PERC REGULAR FILTERS
DC PERC JUMBO SPLIT FILTERS
DC PERC JUMBO FILTERS
DC PETROLEUM REGULAR FILTERS
DC PETROLEUM JUMBO SPLIT FILTERS
DC REGULAR SILICONE SILOXANE FILTERS
DC JUMBO SPLIT SILICONE SILOXANE FILTERS
FILTER - NEGATIVE AIR UNIT (HEPA FILTER)
FILTER - NEGATIVE AIR UNIT (PREFILTER)
TRACING DYE

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)