



# **EPIC Marine Terminal**

## **Rules and Regulations**



# Marine Terminal Rules and Regulations

## Table of Contents

PREFACE.....	6
COMMUNICATION.....	7
Terminal Address and Hours of Operation.....	7
Terminal Contacts.....	7
TERMINAL INFORMATION.....	8
General Information.....	8
Terminal Policies.....	9
Security and Access Requirements.....	9
MARSEC Level.....	9
Vessel Stores.....	9
Arrival of Vessel.....	11
Photography.....	11
Gate Lists.....	11
Transportation.....	12
Anchorage.....	12
Launch Services and Line Handling Services.....	12
Vessel Inspections.....	12
Lay berthing.....	12
Line Handling Services.....	12
Gangway.....	13
Loading Arms Hoses and Hose Connections.....	13
Vapor Collection.....	14
Vessel Maintenance and Repairs.....	14
PILOT SERVICES.....	14
MEDICAL FACILITIES.....	15
DOCK INFORMATION.....	15
Berth Fit Requirements.....	15
MOORING CONFIGURATION.....	16
FEES.....	17



# Marine Terminal Rules and Regulations

Port of Corpus Christi and State Charges .....	17
Agent Responsibility.....	17
Dockage Fees .....	18
Wharfage Fees .....	18
Security Surcharge .....	19
Potable Water.....	19
Vapor Fuel Usage Fee.....	19
Vehicle Access to the Terminal .....	19
Barge Bunkering Access Fee .....	19
Stores Delivered via Vessel Fee .....	19
Use of Terminal Gangway, required.....	19
Payments .....	19
<b>NOMINATING PROCEDURE AND VESSEL SCHEDULING .....</b>	<b>20</b>
Nominating Procedure .....	20
Window Assignment.....	20
Expected Nomination Updates .....	20
Vessel Scheduling.....	21
Vessel Vetting.....	21
Vessel Notices.....	22
Vessel Arrivals.....	22
Notice of Readiness .....	22
Late Arrival.....	23
Vacating the Berth .....	23
<b>DOCK COMMUNICATIONS .....</b>	<b>24</b>
<b>CARGO DOCKS .....</b>	<b>24</b>
<b>CARGO TRANSFER.....</b>	<b>24</b>
Declaration of Security .....	24
Procedures for Requesting and/or Handling a Request for a DOS.....	24
MARSEC Level 1 .....	24
Elevated MARSEC Levels .....	25



## Marine Terminal Rules and Regulations

Frequent Interface with the Same Vessel.....	25
Shore Stops .....	25
Transfer Rates .....	25
<b>SAFETY .....</b>	<b>25</b>
Personal Protective Equipment (PPE) .....	25
Ship Movement.....	26
<b>SAFETY REGULATIONS .....</b>	<b>26</b>
Access to Dock Areas and Vessels .....	26
Mooring.....	27
Pre-Operations Meeting and Vessel Inspection .....	27
Conditions to be Observed During Operations .....	28
Prevention of Sparking .....	28
Blinding of Unused Connections .....	28
Weather Precautions .....	29
Smoking .....	29
Matches and Lighters .....	29
Use of Naked Lights .....	29
State of Readiness and Engine Immobilization .....	29
Emergency Services.....	29
Maintenance & Repair Work .....	30
Landing of Material .....	30
Pollution.....	30
Tank Washing and Gas Freeing .....	31
Health Hazards.....	31
Evacuation.....	31
<b>GENERAL SAFETY .....</b>	<b>31</b>
Special Stock Hazards.....	32
<b>ENVIRONMENTAL COMPLIANCE.....</b>	<b>33</b>
Marpol 73/78 Compliance .....	33
Conditions and Procedures .....	33



# Marine Terminal Rules and Regulations

Slops .....	34
Third-Party Waste and Garbage Contractor Costs.....	34
National Response Center (NRC).....	35
Emergency Response Team.....	35
TERMS AND CONDITIONS .....	37
Disclaimer.....	37
Private Terminal.....	38
Pollution Prevention and Responsibility.....	38
Losses and Liability .....	39
Demurrage.....	40
Vessel Insurance .....	40
Dispute Resolution and Applicable Law .....	42
Waiver.....	42
APPENDIX A.....	43
DEFINITIONS.....	43
APPENDIX B .....	44
Load Nomination Form.....	44
APPENDIX C .....	45
Vessel Arrival Questionnaire.....	45
APPENDIX D.....	47
Mooring Layout Sketch .....	47



# Marine Terminal Rules and Regulations

## PREFACE

Wherever used herein, the term “REGARDLESS OF FAULT” means that VESSEL’S INDEMNIFICATION OBLIGATIONS AND ASSUMPTIONS OF RISK BY THE VESSEL CONTAINED IN THESE RULES AND REGULATIONS SHALL APPLY WITHOUT REGARD TO CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, PRE-EXISTING DEFECT IN PROPERTY, EQUIPMENT OR MATERIALS, THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, PASSIVE, GROSS, PRIMARY OR SECONDARY) OF ANY PARTY HERETO OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, THE PARTY OR PERSON BEING RELEASED OR INDEMNIFIED, OR OTHERWISE, STRICT LIABILITY OR THE UNSEAWORTHINESS OF ANY VESSEL, WHETHER ANY SUCH DEFECT OR UNSEAWORTHINESS EXISTS AT THE TIME OF THE EVENT OR LATER ARISES.

These Marine Terminal Rules and Regulations (“Rules and Regulations”) apply to all vessels, vessel Masters (as defined below), owners, owners pro hac vice, managers, technical managers, ISM managers, crewing agents, charterers, operators and agents of any vessel and/or barge (together, “Vessels”, and singularly “Vessel”), along with any contractors and subcontractors thereof, calling, using, entering, approaching, or otherwise doing business at, the EPIC Marine Terminal located in Corpus Christi, Texas (the “Terminal”). Any such individual, entity, or Vessel, along with the employees, contractors, subcontractors, representatives, agents, or assigns thereof, calling or otherwise doing business at the Terminal are collectively referred to herein as a “Vessel Group.” Use of the Terminal constitutes evidence of an agreement on the part of the Vessel Group to accept and be covered and bound by these Rules and Regulations. As used herein, “Master” shall mean the person having charge or command of a Vessel. The Vessel shall ensure that all members of the Vessel Group defined above are bound by and adhere to the provisions of these Rules and Regulations. The Vessel shall be fully responsible for the fulfillment of these Rule and Regulations by Vessel Group. VESSEL SHALL INDEMNIFY EPIC GROUP FROM AND AGAINST ANY AND ALL ACTUAL LOSS, COST, EXPENSE, LIABILITY SANCTION, FINE, PENALTY, ASSESSMENT, DAMAGE (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS) OR DEMAND, INCLUDING THOSE THAT ARISE FROM SUITS, CLAIMS, CAUSE OF ACTIONS, COURT OR ARBITRATION JUDGMENTS, ORDERS OR AWARD, AUDITS, SETTLEMENTS OR LIENS, AND ALL COURT COSTS AND LITIGATION EXPENSES RELATED THERETO, INCLUDING REASONABLE ATTORNEYS’ FEES, AS SUCH MAY BE AWARDED BY A COURT (COLLECTIVELY, “LOSSES”) RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENT TO, DIRECTLY OR INDIRECTLY, VESSEL GROUP’S FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS, HOWEVER ARISING, REGARDLESS OF FAULT.

For purposes of these Rules and Regulations, EPIC Crude Terminal Company, LP, together with its officers, directors, employees, agents, subcontractors, contractors, assigns, and invitees are referred to, collectively, as “EPIC.” Under no circumstances shall the term EPIC include a member the Vessel Group. For the purposes of these Rules and Regulations, the term “EPIC Group” shall

---

EPIC Marine Terminal Rules and Regulations

Revision: 13 Revised: 02/22/2023 (Replaces Revision: 12 Published: 10/10/2022)



## Marine Terminal Rules and Regulations

include EPIC and its parents, subsidiaries, affiliates, directors, officers, insurers, underwriters, successors, subrogees and assigns.

The Vessel and every member of the Vessel Group calling, using, entering, approaching or otherwise doing business at the Terminal are responsible for: (a) the condition of the Vessel, vehicles, tools and equipment, (b) the safe conduct of all operations, (c) compliance with all federal, state, and local laws, rules, and regulations, and (d) compliance with these Rules and Regulations. Nothing contained in these Rules and Regulations shall relieve the Master from the obligation to conduct the cargo operations in a safe and responsible manner. Terminal personnel have the authority to take action at any time in which the terms of these Rules and Regulations are not being adhered to and will take all steps necessary to protect the safety and integrity of EPIC's assets and the environment, including refusal to permit the Vessel to dock, stopping any/all cargo operations, requesting that the Vessel disconnect and vacate the dock, or requesting that a member of the Vessel Group vacate the Terminal.

A current copy of these Rules and Regulations shall always be available on the Vessel while docked at the Terminal. The Vessel and Vessel Group are responsible for reviewing and adhering to the latest version of these Rules and Regulations when calling, using, entering, approaching or otherwise doing business at the Terminal, which are available for download at <https://epicmid.com/epic-marine-terminal/>.

### COMMUNICATION

#### Terminal Address and Hours of Operation

<b>EPIC Marine Terminal Physical Address:</b>	<b>EPIC Marine Terminal</b> EPIC Crude Terminal Company, LP 5802 Up River Road Corpus Christi, TX 78407
<b>Requests for Port Information should be addressed to:</b>	<b>EPIC Crude Terminal Company, LP</b> ATTN: Terminal Scheduler/Marine Terminal Operations 18615 Tuscany Stone, Suite 300 San Antonio, TX 78258
<b>Normal Business Hours of Operation</b>	Week Days 08:00-18:00

#### Terminal Contacts

Email communications should be sent to the following addresses as directed:

<b>Marine Operations</b>	<a href="mailto:MarineTerminalOperations@epicmid.com">MarineTerminalOperations@epicmid.com</a>
<b>Crude Terminal Scheduler</b>	<a href="mailto:CrudeTerminalScheduling@epicmid.com">CrudeTerminalScheduling@epicmid.com</a>
<b>Max Shipping as "Terminal Agent"</b>	<a href="mailto:Operations@max-shipping.com">Operations@max-shipping.com</a>

---

EPIC Marine Terminal Rules and Regulations

Revision: 13 Revised: 02/22/2023 (Replaces Revision: 12 Published: 10/10/2022)



# Marine Terminal Rules and Regulations

If a request or an issue needs to be discussed with an individual specifically, please contact the following individuals:

VP of Operations	Grover Clifton	O: (210) 587-6004
STX Terminal Operations Manager	Robert McQuarrie	C: (210) 425-4871 O: (361)600-1814
STX Terminal Operations Supervisor	Joe Garza	C: (210) 284 0077
Lead Shift Operator	Operator on Duty	C: (210) 633-6987
Security Guard on Duty	24 HR on Duty	C: (361) 600-1829
Crude Scheduler	Tony Campos	O: (210) 587-6067
Facility Security Officer	Robert McQuarrie	C: (210) 425-4871 O: (361) 600-1814
1st Alternate Facility Security Officer	Joe Garza	C: (210) 284-0077
2nd Alternate Facility Security Officer	Brad Baker	O: (361) 600-1806 C: (210) 784-7386
Max Shipping – Terminal Agent	Adrian Wilson	O: (361) 887-4553 C: (361) 815-6000

## TERMINAL INFORMATION

### General Information

The Terminal is located within the Inner Harbor of the Corpus Christi Ship Channel. The approximate coordinates for the dock are:

Latitude 27° 49' 1" N, Longitude 97° 28' 13" W

The Terminal currently has one dock for loading crude oil.

Dock Name: EPIC IGC West  
Berth Code: EP1

Corpus Christi, TX is in the US Central Time Zone (minus 6 hours GMT). All communications with the Terminal should refer to the local time zone. Daylight Savings Time is in effect from the





## Marine Terminal Rules and Regulations

second Sunday in March through the first Sunday in November. During Daylight Savings Time the local time is minus 5 hours GMT.

The taking of photographs or video recordings of EPIC facilities is not allowed.

### Terminal Policies

The Terminal includes areas that have been designated by the Facility Security Officer (the “FSO”) as public, secure, and restricted. Access to the Terminal is limited to EPIC personnel, government officials, and other contractors, customers, and visitors who are pre-approved for access into the Terminal.

No Vessel personnel may disembark, and no shore personnel may board the Vessel until approved by U.S. Customs and Border Protection and the Terminal.

### Security and Access Requirements

Access to the “Secure and Restricted Areas” of the Terminal is strictly controlled, and unescorted access will only be granted to pre-approved individuals who are in possession of a valid Transportation Workers Identification Card (TWIC). A TWIC card must be presented to security personnel to confirm a match of the photo on the card to the person presenting it, to verify the card has not expired, and to check the various security features present on the card to determine whether it has been tampered with or forged.

All persons who are granted unescorted access to the secure or restricted areas of the Terminal, other than law enforcement personnel, must always have their TWIC card on their person, and must be able to produce their TWIC card for inspection upon request. Any individuals who violate the access restrictions will be escorted from the area and the unauthorized entry will be investigated. Persons with no verifiable reason for being present shall be reported to local, state, and/or federal law enforcement as appropriate.

### MARSEC Level

The Terminal normally operates at MARSEC Level 1. During elevated MARSEC levels (Level 2 or Level 3) the FSO will implement enhanced security measures. All Vessels moored at the Terminal and any Vessels scheduled to arrive at the Terminal within 96 hours of a MARSEC level change shall be notified of the new MARSEC level and the Declaration of Security (as defined below) will be revised, as necessary.

### Vessel Stores

EPIC reserves the right to inspect all deliveries of Vessel stores prior to granting access to the dock area. All deliveries must be approved in advance, and unscheduled deliveries will be rejected. The FSO may further restrict or suspend deliveries to the Vessel from time to time as dictated by security conditions. All vendors and contractors arriving at the Terminal in support of Vessels



## Marine Terminal Rules and Regulations

must present valid photo IDs issued by the state or federal government and must also present documentation to validate their business at the Terminal. The vendors or contractors will require an escort from the security gate to the dock if they are not in possession of a valid TWIC card.

The following will not be allowed via dock side access:

- Paint
- Chemicals
- Oil in bulk or drum
- Pressurized gas
- Ship's waste
- Other hazardous materials

If there is doubt about the item to be received/transported, please contact the Terminal Agent for approval.

The following items can be delivered via water side:

- Consumable stores (food, perishables, etc.)
- Piping, parts, steel plate, and any replacement parts that do not contain environmentally sensitive materials
- Lube Oils
- Fuels / Bunkers
- Containers of any kind which contain hazardous materials
- Compressed gas cylinders
- Garbage removal
- Any other items that pose a risk to safety and/or the environment

The items listed shall be delivered via a Vessel on the channel-side only. All Vessels are prohibited from mooring at the Terminal, or within waters controlled by the Terminal, without the prior approval of EPIC. The Vessel must notify the EPIC Person in Charge (the "EPIC PIC") when a Vessel is approaching the Terminal to make a delivery or receive materials from the Vessel.

Supply vessels delivering bunkers/oils are not allowed to connect hoses to the Vessel piping while the Terminal is performing cargo operations, unless otherwise agreed to by EPIC. Bunker/oils may be transferred, with EPIC's prior approval, (i) before the Terminal's cargo operations begin, or (ii) within the first 24 hours of the Terminal's cargo operations, or (iii) after the completion of the Terminal's cargo operations. To obtain approval for bunkers/oil to be delivered to the Vessel, the Vessel shall contact the Terminal Agent to request a Bunker Request Form to be filled out accordingly and returned to the Terminal Agent. If the Terminal Agent approves the request, the Terminal Agent will send back the approved form. The Vessel must notify the EPIC PIC when the Vessel delivery is complete.



## Marine Terminal Rules and Regulations

THE VESSEL SHALL FULLY AND COMPLETELY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE EPIC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH BUNKERING ACTIVITY, REGARDLESS OF FAULT, UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EPIC.

Items to be delivered via dock access can be hand carried via the ship's gangway while maintaining three points of contact at all times. All deliveries shall be packaged such that they can be safely transported across the dock to the Vessel.

### [Arrival of Vessel](#)

All communication from Vessels prior to arriving at anchorage should be directed through the Scheduling Department (see Terminal Contacts).

No later than 24 hours prior to a Vessel's arrival, such Vessel's agent shall provide to the Marine Operations ([MarineTerminalOperations@epicmid.com](mailto:MarineTerminalOperations@epicmid.com)) and to Terminal Agent ([Operations@max-shipping.com](mailto:Operations@max-shipping.com)) or other hard copy, a notice of arrival which shall contain the following:

- Name of the Vessel
- Estimated date and time of the Vessel's arrival at the Aransas Pass Bar
- General description of the cargo onboard the Vessel
- Confirm foreign or coastwise arrival
- Agent's billing details
- Confirm if any planned USGC inspection is planned
- Name and telephone number of a 24-hour point of contact for each port

Any changes to this information must be reported as soon as is reasonably possible.

### [Photography](#)

Photography is not permitted unless otherwise cleared by the FSO/AFSO.

### [Gate Lists](#)

All on-signers and off-signers must be at least 18 years of age and must be listed on a valid gate list; that gate list must list all personnel that will require shore leave. If they are not listed, they will not be allowed to leave the gangway. A gate list inclusive of crew members on board and any personnel additions to the crew members must be received prior to Vessel berthing. Additions, deletions, or changes are permitted but must be submitted within a reasonable lead time to permit the information to be provided to EPIC facility personnel. Individuals or groups that arrive at the facility and are not listed on any gate list will be asked to wait outside the gate until such time as the appropriate information and/or updates have been received by the Terminal. EPIC will not be



## Marine Terminal Rules and Regulations

responsible for any issues or delays caused by the late notice of the arriving and/or departing personnel. Gate list information must be e-mailed to the Marine Operations ([MarineTerminalOperations@epicmid.com](mailto:MarineTerminalOperations@epicmid.com)) with Terminal Agent ([Operations@max-shipping.com](mailto:Operations@max-shipping.com)) copied.

### Transportation

Only seafarers listed on the gate list will be allowed to exit the ship and board the transportation service vehicle. Crew members must remain on the Vessel until the transportation service vehicle arrives. On signers and off signers must be listed on the gate list. All visitors to the Vessel must be at least 18 years of age and must submit their business purpose to site security. This purpose must also be indicated on the gate list. Any visitor that does not have a stated valid purpose of business on the Vessel will be denied access. Shore-side passage may be suspended at any time by the FSO.

### Anchorage

There is anchorage available at the Aransas Pass Bar with permission of the Aransas Corpus Christi Pilots Association and the Corpus Christi Harbor Master.

### Launch Services and Line Handling Services

All launch services and line handling services shall be arranged by the Vessel or Vessel's agent.

### Vessel Inspections

Vessel inspections are not permitted while the Vessel is alongside the dock without permission from the Crude Terminal Scheduler or designee. Any Vessel granted permission will be charged as per the dockage rates shown later in this document.

### Lay berthing

The Terminal is actively utilized for cargo operations. As opportunities avail themselves, the Terminal may be used as a lay berth, in the sole discretion of the Terminal. Lay berthing at the Terminal may be provided to those Vessels waiting for scheduled loading/discharging berths or for general purposes; lay berth will be on an as-available basis only. Any Vessel using the Terminal as a lay berth is subject to a two (2) hour notice to vacate. In the event a Vessel fails to vacate within the two (2) hour window, then the Vessel shall be subject to a \$5,000.00 per hour charge for remaining at the Terminal.

### Line Handling Services

All line handling services shall be arranged by Vessel's agent with a third-party company. All costs related to line handling are the responsibility of the Vessel.



# Marine Terminal Rules and Regulations

## Gangway

It is the responsibility of the Vessel to provide safe access. Except as otherwise provided below, all Vessels intending to load at the Terminal shall use the gangway provided by EPIC and will be assessed a fee of \$1,500.00 for each such use. Any means of access must meet regulatory standards and should be correctly rigged by the Vessel or by the Terminal, as appropriate. Personnel should only use the designated means of access between the Vessel and shore. If an accommodation ladder is to be used, it should be provided by the Vessel.

With the Terminal's approval, the ship's gangway or another rental gangway arranged by the Vessel's agent at the Vessel's sole expense is being used, it should meet the following minimum requirements:

- recommended minimum length of 60 feet / 18 meters;
- must provide a continuous handrail on both sides, a safety net; and
- shall provide electrical insulation between the Vessel and the dock structure.

The gangway angle shall not exceed 30 degrees.

The Vessel should take all precautions to make the gangway as safe as possible. This may include taking on additional ballast to ensure the angle of the gangway does not exceed 30 degrees.

THE VESSEL SHALL FULLY AND COMPLETELY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE EPIC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH THE GANGWAY PROVIDED BY EPIC, UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EPIC.

## Loading Arms Hoses and Hose Connections

Hoses are currently provided by EPIC. Any reducers needed to safely connect hoses to the Vessels must be supplied by the Vessel or Vessel's agent.

The Terminal will load via two 12-inch cargo hoses and will collect vapors via a 12-inch vapor hose. Any reducers required to connect the Terminal hoses to the Vessel piping are the responsibility of the Vessel. The Terminal will not provide reducers for use by the Vessel. For any questions or concerns, you may contact Marine Operations ([MarineTerminalOperations@epicmid.com](mailto:MarineTerminalOperations@epicmid.com)).

The Vessel's crane will be used to lift the hoses to the ship's manifold at the Vessel's sole risk and expense. The Terminal dock is not equipped with a crane.



# Marine Terminal Rules and Regulations

## Vapor Collection

The Terminal will collect all vapors resulting from cargo operations via a 12-inch hose connected to the Vessel. All Vessels are required to be inerted, and the oxygen content of all compartments must be less than 8% oxygen by volume. The maximum acceptable compartment pressure when the Vessel arrives at the dock is 6-inches WC.

If a Vessel arrives at the Terminal with either oxygen or compartment pressure exceeding the values listed above, the Vessel may be required to vacate the dock. Should the Vessel be allowed to remain, hose connections and cargo operations will not be allowed to begin until the oxygen and pressure parameters are within an acceptable range. EPIC will not be held responsible for time lost due to the Vessel arriving out of compliance with this requirement.

All cargo tanks, piping, pumps and appurtenant cargo equipment shall be vapor tight and free of leaks. A certification of the vapor-tightness of the Vessel shall be provided upon request.

## Vessel Maintenance and Repairs

Hot work shall not be conducted aboard the Vessel while at the Terminal. No maintenance or repairs to the Vessel which may interfere with Terminal cargo operations or pose a safety risk to the facility will be allowed while berthed at the Terminal.

## **PILOT SERVICES**

The Aransas-Corpus Christi Pilots provide pilotage for the Port of Corpus Christi ([www.accpilots.com](http://www.accpilots.com)). The 24-hour dispatch number is (361) 888-6230, and the e-mail address is [dispatch@accpilots.com](mailto:dispatch@accpilots.com).

Vessels calling to report an ETA to the sea buoy may call “Aransas Pilots” VHF Channel 12.

All Vessels are required to give a 3 hour notice to the Pilots for all movements, arrivals, sailings, and shifting. Per Port of Corpus Christi regulations, if the Vessel draft is over 40.9’, it will be daylight restricted outbound, with times varying for seasonality. Additionally, any changes made by Port of Corpus Christi regulations govern and supersede this document.

Pilotage is compulsory and pilots are required for all travel between the Aransas Pass Bar and, through the Corpus Christi Ship Channel, to the EPIC Marine Terminal dock, in both directions.

Details relative to the Rules and Regulations governing pilots and pilotage on the Corpus Christi Ship Channel or the pilot’s tariff can be found at <https://portofcc.com/business/tariffs/>.



# Marine Terminal Rules and Regulations

## MEDICAL FACILITIES

**The medical facility nearest to the Terminal is:**

CHRISTUS Spohn Hospital Corpus Christi – Memorial  
2606 Hospital Blvd  
Corpus Christi, TX 78405  
(361) 902-4000  
[www.christushealth.org/spohn/memorial](http://www.christushealth.org/spohn/memorial)

EPIC shall not have any obligation to furnish medical treatment to the Vessel Group’s employees while they may be working at the Terminal. In the event the EPIC Group furnishes medical treatment to any member of the Vessel Group, the VESSEL SHALL INDEMNIFY THE EPIC GROUP FROM AND AGAINST ANY AND ALL LOSSES, BY ANY MEMBER OF THE VESSEL GROUP FOR CLAIMS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENT TO, DIRECTLY OR INDIRECTLY, MEDICAL TREATMENT FURNISHED BY THE EPIC GROUP.

## DOCK INFORMATION

The suitability of a berth for a Vessel will be subject to vetting and approval by EPIC; RightShip Pty Ltd (“RightShip”), EPIC’s third-party vetting agent; and the Vessel’s operator.

RightShip can be contacted at [Petroleum@rightship.com](mailto:Petroleum@rightship.com).

The Terminal does not warrant the water depth at any berth. The Vessel shall always maintain the proper under keel clearance (“UKC”) while at the Terminal.

The Vessel shall be responsible for monitoring tide levels while moored at EPIC’s berth.

The Vessel is afforded access to the Terminal so it can conduct any and all required due diligence relating to the Terminal, including surveys of the berth and the approaches thereto. The Vessel has satisfied itself, prior to the use of the Berth, as to the type, condition, quality and extent of the Berth.

### Berth Fit Requirements

<i>Name of Dock</i>	EPIC Marine Terminal
<i>Dock Construction</i>	Steel & Concrete
<i>Water Depth in Approaches</i>	46.5-ft



## Marine Terminal Rules and Regulations

<i>Water Depth Alongside Dock/Berth<sup>1</sup></i>	46.5-ft	
<i>Required Under Keel Clearance</i>	1-ft	
<i>Maximum LOA</i>	835-ft	254.51 M
<i>Minimum LOA</i>	555-ft	169.164 M
<i>Maximum Beam</i>	155-ft	47.244 M
<i>Maximum Approach Velocity</i>	0.36 fps	
<i>Maximum Approach Angle</i>	6 degrees	
<i>Maximum Deadweight</i>	120,000 MT	
<i>Loading Rate</i>	Up To 20,000 BPH	
<i>Manifold Position</i>	Starboard Side	
<i>Maximum Bow to Manifold Distance</i>	415-ft	126.49 M
<i>Maximum Manifold Height Above Waterline (Ballast &amp; Loaded)</i>	56-ft in	17.07 M
<i>Dock Operating Hours</i>	24 hours / day, 365 days / year	

### MOORING CONFIGURATION

The required mooring configuration for the Terminal is as follows:

- Two (2) Headlines to MS-1
- Two (2) Headlines to MS-2
- Two (2) Stern Lines to MS-7
- Two (2) Stern Lines to MS-6
- Two (2) Breast Lines Forward to MS-3
- Two (2) Breast Lines Aft to MS-5
- Two (2) Spring Lines Forward to East Fender Mooring
- Two (2) Spring Lines Aft to BS-4

If wire rope mooring lines are used, they must be equipped with pennants. Mooring lines must always remain taut. Cargo operations will be stopped if lines become slack. Refer to the Mooring Layout Sketch in Appendix D. A high-resolution copy of the Mooring Layout Sketch will be provided to each Vessel by the Terminal Agent.

---

<sup>1</sup> Based on MLLW Datum and Neutral Tide





## Marine Terminal Rules and Regulations

**Vessels shall notify the Terminal or Terminal Agent prior to berthing if the Vessel is unable or unwilling to adhere to the required mooring configuration and line arrangement.** By using the Terminal and berthing, the Vessel acknowledges that the mooring configuration is safe and is sufficient to keep the Vessel safely and adequately moored while at the Terminal. The Vessel shall be liable for any Losses, including damages to the Terminal or Terminal equipment resulting from said Vessel's failure to adhere to the required mooring configuration and line arrangement. All costs associated with un-mooring and re-mooring shall be the responsibility of the Vessel.

The Vessel shall be solely responsible the safety and security of the Vessel Group's vessels, tools, equipment, materials, and/or property while at the Terminal. It is expressly agreed by the Vessel that EPIC or the EPIC Group shall not be liable for any loss or damage to the Vessel Group's vessels, tools, equipment, materials, and/or property, however arising. The Vessel expressly agrees that EPIC is not an insurer in any way or in any manner of the Vessel Group's vessels, tools, equipment, materials, and/or property and agrees that the Vessel Group shall have full and complete insurance coverage against all vessels, tools, equipment, materials, and/or property.

### **FEES**

#### [Port of Corpus Christi and State Charges](#)

The Terminal is within the jurisdiction of the Port of Corpus Christi Authority of Nueces County, Texas (the "Port Authority"). Compliance with these Rules and Regulations by a Vessel does not in any way relieve the Master and/or Vessel from complying with any rules issued by, or Vessel paying any applicable fees owing to, the Port Authority, state, or government office of the state, including all fees and obligations under the tariff of the Port Authority, as the same may be amended or revised from time to time, including all applicable harbor safety fees, wharfage, and surcharges; accordingly, a Vessel is subject to any such applicable rules issued and fees required by the Port Authority, independent and apart from and in addition to the Vessel's obligations to EPIC under these Rules and Regulations

#### [Agent Responsibility](#)

Agents of Vessel shall be responsible for payment of, and will be billed for, all charges accrued by a Vessel or for which the Vessel ultimately becomes liable, as well as for all charges for services of any nature to the cargo which may be performed at the specific request of such agent of the Vessel.

Prior to accruing dockage charges, the terminal may be instructed to invoice charges/fees to another responsible party who shall guarantee payment in writing of the assignment of financial responsibility.

For billing purposes, the Vessel will provide the following information prior to arranging delivery, access, or confirmation of fees to be assessed:



## Marine Terminal Rules and Regulations

- Agent Name
- Billing Address
- Business Contact Information (Name, Phone number, and Email)
- Expected Requirements

### Dockage Fees

Dockage for Vessels will be charged on the Vessel's length per the rate schedule shown below. The dockage rates are calculated per each 24-hour period, or any portion thereof. The timeline of charges is calculated from All Fast to Last Line.

### LOA Rate Schedule

Dockage rates are based on the most recent published tariff per the Port Authority applicable for Vessel activity.

Per the publication date of this revision and for quick reference, see the published tariff below. Rates reflect **Tariff 200** per Item 3.101 found at <https://portofcc.com/business/tariffs/>.

<b>LOA (ft)</b>	<b>Dockage Rate (\$/ft)</b>
200 – 399	\$4.31
400 – 499	\$6.09
500 – 599	\$8.20
600 – 699	\$9.38
700 – 799	\$12.06
800 – 899	\$14.54
900 – 999	\$17.37
1000 – 1099	\$22.66
Over 1100	\$27.97

LOA in meters is equivalent to 3.281 feet/meter; however, due to differences in rounding dockage will be calculated and charged based on feet.

Terminal reserves the right to modify the daily dockage rate from time to time based upon market conditions and berth availability at the Terminal.

### Wharfage Fees

Wharfage, harbor safety fees, surcharges, and fees charged by the Port Authority will be passed through to the Vessel per the rates published within the Port Authority's Tariff 200. Tariff 200, or subsequent publication, which can be viewed at <https://portofcc.com/business/tariffs/>.



# Marine Terminal Rules and Regulations

## Security Surcharge

A security surcharge of 10% will be charged on all dockage and wharfage fees.

## Potable Water

Potable water will be provided to the Vessel upon request via a 2-inch connection on the dock. The Vessel is responsible for providing all hoses and fittings to connect to the Terminal water supply. For a flat fee of \$500, the Vessel may use up to 50,000 gallons of potable water.

## Vapor Fuel Usage Fee

There are fees associated with vapor combustion unit. The cost will be \$0.025 per total calculated volume barrel. EPIC reserves the right to update fees based on market value.

## Vehicle Access to the Terminal

\$150.00 per vehicle, per trip for deliveries via dock access. Arrangements to be made through the Vessel to the Terminal Agent and approved by EPIC.

## Barge Bunkering Access Fee

\$3,000.00 for each operation. Master or owner of the Vessel is responsible for all delays, dock occupancy, and any other costs associated with bunker transfer.

## Stores Delivered via Vessel Fee

\$1,000.00 per delivery. Arrangements to be made through the Vessel agent to the Terminal Agent and approved by EPIC.

## Use of Terminal Gangway, required

\$1,500.00 per use. Arrangements to be made through the Vessel agent to the Terminal Agent and approved by EPIC.

## Payments

EPIC shall invoice the Vessel or Vessel agent for all charges, fees, costs, or expenses owed by such Vessel under these Rules and Regulations. Such Vessel or Vessel agent shall pay any amount included in an invoice, without the right to set off for amounts that may be owed under these Rules and Regulations or otherwise from EPIC, within thirty (30) calendar days of the date of such invoice.

Failure to pay any invoice may result in the Vessel and/or Vessel agent being suspended from accessing the Terminal.



## Marine Terminal Rules and Regulations

Charges may also be levied against a Vessel for costs incurred for manpower, equipment, or supplies that may be used in the containment or removal of oil or other pollutant spills caused by such Vessel.

Until payment is made in full, EPIC is granted and shall retain a lien and security interest against the Vessel, and the tools, equipment, materials, and/or property of the Vessel for all sums due to EPIC. EPIC's lien and security interest shall be perfected by EPIC's possession of the Vessel, and the tools, equipment, materials, and/or property of the Vessel, by the filing of financing instruments in the offices of appropriate government officials, and/or by an *in rem* action against the Vessel, and the tools, equipment, materials, and/or property of the Vessel.

### **NOMINATING PROCEDURE AND VESSEL SCHEDULING**

The official language at the Terminal is English. Therefore, the responsible Vessel personnel shall be capable of effectively communicating in English with the Terminal Agent and EPIC personnel.

#### Nominating Procedure

##### Window Assignment

On or before the fifteenth (15th) day of the month by 2:00 PM CST (if not a business day, then on the last business day prior to the fifteenth) two months prior to the loading month, each Customer (as defined below) shall submit to EPIC a Load Nomination Form (Appendix B) specifying for such loading month:

- Specify the volume of Crude Petroleum by Crude Type
- Specify 2 (two) day window(s) requested
- Vessel names are TBN "To Be Nominated" with the initial nomination

On or before the 20th day of two months prior to the loading month, Crude Terminal Scheduler will provide notice of Customer's assigned two (2) day window(s), in which Customer will submit a revised nomination accordingly. As used herein, "Customer" shall mean any party that has entered into, and remains a signatory and contractual counterparty to, a written agreement with EPIC or an affiliate of EPIC to load one or more Vessels at the Terminal.

##### Expected Nomination Updates

After the loading window has been confirmed, and EPIC has confirmed and accepted Vessel vetting, the Customer shall update its nomination and confirm the performing Vessel's name.

No later than 72 hours prior to commencement of laycan, the Customer must submit to the Terminal Agent:

- an update of volume to be loaded.



## Marine Terminal Rules and Regulations

- the direction of either ship or shore stop. If the volume to be loaded is based on draft limitations, then ship stop will be basis.
- the nominated inspector (must be approved by EPIC)
- the nominated loss control agent (optional)
- the nominated Vessel agent

As Vessel(s) are vetted and approved by EPIC, the Customer should provide a revision updating the Vessel name. In accordance with crude supply, the window remains valid only for volume with confirmed supply from EPIC Crude Pipeline, LP. Window Narrowing Example:

### *Nomination Cycle February 2022*

- *Customer Nominates by Dec 15, 2021, 2:00 PM CST a window of February 14-15, 2022*
- *On or before Dec 20, 2022, EPIC confirms a 2-day window of February 17-18, 2022*
- *Customer submits a revised nomination accordingly per the timeline specified by EPIC*

### Vessel Scheduling

The Crude Terminal Scheduler provides the current dock schedule information, via email, daily Monday through Friday to Vessel agents, Vessel companies, and inspection companies. The email contains the most current dock schedule information four to five days out. If a Vessel appears on the dock schedule, it does not necessarily indicate the Crude Terminal Scheduler has received the cargo operations orders from a Customer(s). It simply identifies that the Vessel in question has been scheduled for cargo operations at the Terminal at the request of a Customer(s).

### Vessel Vetting

RightShip, EPIC's third-party vetting agent, or its agents or contractors authorized to perform the services on behalf of RightShip, shall conduct the vetting of Vessels on behalf of EPIC for all crude oil loading performed at the Terminal. Vessel owner/operator will receive a request via email from RightShip to submit an online form. Vessel clearance will be based on overall Vessel performance and the suitability of the berth for such Vessel.

To submit a request for vetting, the Customer must provide the following documents:

- Q88 (verify latest SIRE Inspection date is accurate)
- Class Status Survey Report (updated and full version)
- If Vessel is on subs, advise when subs expire
- Terminal Questionnaire
- Vapor-Tightness Test Certificate (the date of the test listed in the certificate must be within the preceding 12 months)

DO NOT send a SIRE report; it will be obtained via OCIMF directly by the Crude Terminal Scheduler.



## Marine Terminal Rules and Regulations

EPIC reserves the right to not commence the Vessel vetting process until all required documents are received. Any delays in providing the required documents can delay the ability to meet the deadline. EPIC may require additional documents on a case-by-case basis. EPIC reserves the right to modify the required document list.

Vessel vetting is for berth fit purposes per the Berth Fit Requirements. Customer is expected to conduct detailed vetting within their organization for any other liability/risks, including but not limited to insurance requirements, sanctions against a Vessel owner/operator, Vessel liens, and other government regulatory requirements.

### Vessel Notices

The Customer must provide EPIC with the estimated time of arrival (“ETA”) of Vessels at 168 hours (7 days), 72 hours (3 days), 48 hours (2 days), and 24 hours (1 day) in advance of their ETA. Each notice shall be sent to EPIC Schedulers. The ETA shall also be sent to the United States Coast Guard Captain of the Port (“COTP”).

EPIC will recognize a Vessel’s notice of arrival, via email from the Vessel or its designated agent, for a Vessel at the Port of Corpus Christi. EPIC will not recognize a Vessel’s notice of readiness (“NOR”) until the Vessel has moored at the Terminal and EPIC and the Vessel’s representative agree the Vessel is ready to commence cargo operations.

The Vessel’s NOR will not be accepted unless it meets the Terminal requirement of maximum 10 ppm of H<sub>2</sub>S in both vapor space and all cargo holds.

### Vessel Arrivals

No later than 24 hours prior to arrival at the Terminal, all Vessels are required to complete a pre-arrival questionnaire. For an example of the Questionnaire see Appendix C. The information provided will assist EPIC’s preparation for the Vessel’s arrival.

### Notice of Readiness

The Vessel shall tender NOR after arrival at the customary anchorage or other waiting area for the Terminal and is in all respects ready (including in receipt of all required certificates from governmental authorities and any documentation required by EPIC) to proceed to berth or to commence loading or discharging the cargo, as appropriate. The Customer shall give notice to EPIC or its appointed representative of readiness by wireless, radio telephone, telephone or email, berth or no berth. If notice is given verbally, confirmation in writing shall be made within twelve (12) hours.

EPIC shall not be required to accept NOR before the first day of the Vessel’s assigned arrival window (the “Arrival Window”). If, however, EPIC, at its sole discretion, agrees to accept NOR before the Arrival Window, such agreement must be in writing.



# Marine Terminal Rules and Regulations

## Late Arrival

If the Vessel tenders NOR after the Arrival Window expires, a new Arrival Window (the “Reservation Window”) shall be established by EPIC taking into consideration all accepted nominations from other Customers, dock availability and operational considerations.

Notwithstanding anything herein to the contrary, if the Vessel tenders NOR to EPIC after the expiration of the assigned Arrival Window, then EPIC may refuse to load or discharge stores and bunkers onto or from the Vessel or any other access to the Vessel, all without prejudice to the other rights and remedies of EPIC.

Neither the acceptance by EPIC of a Vessel nomination or a substitute Vessel nomination with an ETA beyond the assigned Arrival Window, nor the assignment by EPIC of a Reservation Window extending beyond the assigned Arrival Window, shall delay the expiration of the Arrival Window.

## Vacating the Berth

The Vessel shall vacate the applicable berth within two (2) hours of:

- (i) Release by the third-party inspector following the loading of a Vessel;
- (ii) EPIC issuing an order to vacate; or
- (iii) EPIC issuing an order to shift berths.

Whenever a Vessel, in EPIC’s sole opinion, is unable or refuses to load within the allotted time, shift within or between berths, or otherwise comply with these Rules and Regulations, or if weather conditions threaten the safety of any Vessel berthed or moored at the Terminal and/or the Terminal itself, EPIC may order the Vessel to vacate her berth by delivery of a notice to vacate to the Vessel’s Master or agent.

In the event a Vessel refuses or fails to vacate the applicable berth when released or ordered to vacate by EPIC, EPIC may charge an overage fee of \$5,000.00 per hour (the “Overage Fee”) beginning two (2) hours after the notice to vacate is given and continuing until the Vessel vacates the berth, regardless of any intervening circumstances of any nature. In addition to the Overage Fee, the Vessel will be liable for all costs and expenses, including, but not limited to, attorneys’ fees and costs, in connection with the moving of the Vessel and the enforcement of EPIC’s rights hereunder, which costs and expenses shall be for the account of, and the full risk of, the Vessel.

EPIC shall not be liable for any costs incurred by a Vessel, its owners, charterers, or agents as a result of a refusal by the Vessel to load/discharge all or part of the nominated shipment or as a result of an order to vacate the berth.



# Marine Terminal Rules and Regulations

## DOCK COMMUNICATIONS

Two-way portable radios are used for primary communication between EPIC personnel and Vessel personnel. Radios will be issued by EPIC. Any loss, damage, or need for replacement of radios will be billed to the Vessel agent plus a 15% administrative fee. Communications between the dock watch employee and plant personnel are also made by two-way portable radios. Emergency transfer shut-off is positioned in the dock house on the dock platform and in the operations control room. The radios shall be returned to EPIC upon completion of the Vessel cargo transfer.

## CARGO DOCKS

The Terminal consists of two 12” cargo hoses and one 12” vapor hose connection. All connections are isolated for grounding, and a static ground cable is provided.

## CARGO TRANSFER

### Declaration of Security

A Declaration of Security (the “DOS”) is an agreement executed between the FSO or his/her designee and the Vessel security officer (the “VSO”) or his/her designee. The DOS provides a means for ensuring that all shared security concerns are properly addressed, and security will remain in place throughout the time a Vessel is moored at the Terminal.

### Procedures for Requesting and/or Handling a Request for a DOS

- The DOS should be completed by the Master or the VSO of a Vessel and the FSO or his/her designee
- The DOS should address the security requirements that could be shared between EPIC and the Vessel and should state the specific responsibilities of each
- EPIC and the Vessel should keep a copy of the DOS
- The DOS will be made available to the COTP or their representative upon request

### MARSEC Level 1

At MARSEC Level 1, a DOS is not required for Vessels, excluding cruise ships or manned Vessels carrying certain dangerous cargoes.

At MARSEC Level 1, a facility that receives cruise ships or manned Vessels carrying certain dangerous cargoes, as defined in 33 CFR 160.204, must comply with the following:

- Prior to arriving at the facility, the FSO and the VSO must coordinate security needs and procedures and agree upon the contents of the DOS for the period the Vessel is moored at the facility.





## Marine Terminal Rules and Regulations

- Upon arrival at the facility, the FSO or his/her designee and the VSO or his/her designee must sign the DOS.
- Neither the facility nor the Vessel may embark or disembark passengers, nor transfer cargo or Vessel stores until the DOS is signed and implemented.

### Elevated MARSEC Levels

At MARSEC Level 2 or 3, a DOS will be completed for all Vessel/facility interfaces.

### Frequent Interface with the Same Vessel

At MARSEC Level 1 or 2, the FSO's of a facility that frequently interface with the same Vessel may implement a continuing DOS for multiple visits provided that:

- The DOS is valid for a specific MARSEC Level
- The effective period at MARSEC Level 1 does not exceed 90 days
- The effective period at MARSEC Level 2 does not exceed 30 days
- If the MARSEC Level increases beyond that contained in the DOS, the continuing DOS is void and a new DOS must be executed
- Copies of valid continuing DOS must be kept with the FSP

The COTP may require at any time, at any MARSEC Level, for any facility subject to the requirements of an FSP, to implement a DOS with the VSO prior to any Vessel-to-facility interface when he or she deems it necessary.

### Shore Stops

Requests for EPIC to stop the transfer of cargo at a predetermined volume must be made in writing. Any such request must include the statement by the Vessel's Master that EPIC will not be held responsible for any error in calculations or level determined for such shore stop. These calculations will be performed by the customer's Third-Party Inspector/Lost Control if deemed necessary.

### Transfer Rates

The pre-load conference will determine the agreed upon transfer rates, pressures, and procedures.

## **SAFETY**

### Personal Protective Equipment (PPE)

EPIC requires the following minimum PPE to be worn while performing any tasks at the Terminal or walking through restricted areas at the Terminal:



## Marine Terminal Rules and Regulations

- Hard hat
- Steel-toed safety shoes
- Safety glasses
- Personal H2S monitor
- Fire retardant clothing (FRC)
- Personal Floatation Device (PFD) only required if within 8 ft of bulk headline demarked by yellow stripe on the dock

### Ship Movement

Anchoring is not allowed at the Terminal.

Vessel lines must always be kept taut and secure. The Vessel's deck watch must remain continuously alert for Vessel movement off spot. If the Vessel moves more than 2 feet away from the dock or in either direction along the dock, all cargo transfer operations will be immediately suspended, and the proper manifold valves will be closed by the Vessel's deck watch and terminal dock watch. Operations must not resume until the situation is corrected and the EPIC dock operator is notified.

## **SAFETY REGULATIONS**

These safety regulations are prescribed for the protection of personnel, property, and the environment at the Terminal. They are based on safe working practices widely accepted by the petroleum and tanker industries. The responsibility for safe cargo handling operations is shared between the Vessel and EPIC. EPIC personnel will not operate third-party equipment under any circumstances, including valves, cranes or hoists, or pumps.

### Access to Dock Areas and Vessels

The Terminal operates under the International Ship and Port Facility Security Code (ISPS) and Marine Transportation Security Act of 2002 (MTSA), as amended. Only Authorized Persons are allowed access to premises or dock areas. "Authorized Persons" are those with entry permits issued by the Terminal, allowing access to the Terminal and dock areas, Terminal authorized personnel, personnel authorized by Vessel's agent through an approved list, and Vessel's crew members whose names appear on the Vessel's crew list.

Visitors to Vessels, unless on Terminal business, are the responsibility of the Master who shall ensure that they comply with these Rules and Regulations.

EPIC personnel and government officials shall have the right to board any Vessel at any time to ensure that these Rules and Regulations are being observed and have the right to stop operations and order Vessels from the berth in the event of contravention of these Rules and Regulations.



## Marine Terminal Rules and Regulations

No road vehicle may enter the Terminal facility unless permission has been granted by EPIC. No vehicle may be parked to restrict free access to roadways, to the dock, or any safety and firefighting equipment.

Within the Terminal, security staff will be arranged by EPIC to control Vessel visitors. Security staff will normally be positioned at the main gate or near the dock. All visitors may be escorted to and from the Vessel. Visitors to Vessels are not permitted to board a Vessel unless their entry to the Terminal is recorded at the main gate. Access from small boats is strictly prohibited.

Vessels are expected to maintain a strict gangway watch with adequate controls to ensure visitor safety and control. Vessels unable to perform this function are subject to EPIC requesting outside personnel to perform this function at Vessel's expense.

### Mooring

Only authorized government officials, EPIC personnel and EPIC contractors are allowed access onto the dock during the mooring and unmooring of a Vessel. An EPIC representative will be on the dock for the arrival of the Vessel to communicate with the Vessel and assist in the correct positioning of the Vessel.

Masters of Vessels are responsible for ensuring that:

- Their Vessels are adequately secured alongside the dock or within the buoy mooring with, at least, the minimum number of mooring lines as advised by the Harbor Master.
- Mooring lines used in any direction of service (head/stern lines, breast lines, springs) shall be of similar breaking strength, elasticity, and material.
- Mooring wires or ropes are secured only to the proper Vessel and shore fixtures provided for this purpose. The practice of turning up mooring lines on drum ends is not acceptable.
- Self-tensioning winches are not to be used in automatic mode and the ropes or wires used on such winches are secured with hardened up winch brakes, with winches disengaged.
- A strict watch is kept on their Vessel's moorings and they are to be tended as required to prevent slack or over-taut lines and undue movement of the Vessel. Movement of the Vessel is to be avoided and attention shall be given to the effects of tides and other Vessels passing the dock. At no time is the Vessel to be allowed to drift off the breasting dolphins.
- Sufficient persons are on duty to attend to moorings whilst Vessel is alongside.

### Pre-Operations Meeting and Vessel Inspection

Before any cargo operation commences, the EPIC PIC and the Vessel's Person in Charge (the "Vessel PIC") will:

- Carry out a safety inspection.
- Complete the ship/shore safety check list(s) and declaration of inspection.



## Marine Terminal Rules and Regulations

- Discuss any deficiencies found and agree on any additional precautions required.

EPIC reserves the right to refuse to load a Vessel if the required standards are not met. Any delays experienced while Vessel rectifies such deficiencies shall be on Vessel's account.

### Conditions to be Observed During Operations

Cargo operations shall be conducted in accordance with all federal, state and local laws. Sufficient crew must remain on board the Vessel, under the supervision of the Vessel PIC, to control routine operations and emergencies. Vessels are to always have on board at least one senior deck officer (Master or chief officer) and one senior engineer (chief engineer or second engineer).

An English-speaking Vessel PIC must be on the Vessel's main deck or cargo control room at all times for the purpose of supervising cargo handling operations. EPIC will supply each Vessel with a portable UHF radio for communication with the EPIC PIC. The Vessel PIC must maintain a continuous listening watch on the agreed communication channel throughout cargo operations. A responsible member of the Vessel's crew, capable of understanding instructions and relaying them to the Vessel PIC, shall always be stationed at Vessel's manifold, to:

- observe manifolds in case of leakage;
- observe gangway, record visitor information;
- communicate with the EPIC PIC; and
- keep a watch on the moorings.

At suitable intervals (and not more than 4 hours having regard to the estimated duration of cargo transfer), the EPIC PIC or his designee and the Vessel PIC will carry out operational checks and confirm that:

- the ship/shore safety check list remains valid;
- operational procedures are continuing in a satisfactory manner; and
- these Rules and Regulations are not being contravened

### Prevention of Sparking

The opening and closing of tank hatches and the connecting and disconnecting of hoses shall be carried out with care to avoid the generation of sparks. Immediate steps must be taken to eliminate sparking from funnels and during such events, all operations must stop.

### Blinding of Unused Connections

Unused cargo and bunker connections must be closed and blinded. These blind flanges shall be fully bolted and other types of fittings, if used, properly secured. Manifold blinds shall be capable of withstanding the maximum design pressure of the system.



# Marine Terminal Rules and Regulations

## Weather Precautions

Operations shall be suspended during periods of high winds [N] 35 mph sustained or greater as discussed in the pre-transfer meeting. In the event of a thunderstorm (electrical storms) being present or anticipated in the proximity of the Vessel, all transfer operations shall be suspended if necessary. Lightning perimeter of 5 miles or less to be monitored by local operations. At such times as operations are suspended due to weather, all tank openings and cargo valves shall be closed.

## Smoking

Smoking is strictly prohibited at the Terminal. On Vessels, smoking is strictly prohibited except under controlled conditions and then only in “Approved Smoke Areas”. A tanker’s smoke-rooms, which shall be nominated by the Master and approved by the EPIC PIC, shall be situated abaft cargo tanks and shall have no doors or ports opening directly onto open decks.

## Matches and Lighters

Except in approved smoke-rooms, the carrying and use of matches and lighters is prohibited. Matches must be of the safety type and confined to approved smoke-rooms. Under no circumstances are matches or lighters to be carried within the Terminal by Vessel’s crew or visitors.

## Use of Naked Lights

The use of Naked Lights is prohibited. “Naked lights” are open flames or fires, lighted cigarettes, cigars, pipes, or similar smoking materials, any other unconfined sources of ignition, electrical and other equipment liable to cause sparking while in use, and unprotected light bulbs.

## State of Readiness and Engine Immobilization

Vessels must be able to move under their own power within thirty minutes of notification by EPIC or the Port Authority. Maintenance, repairs, or other work that may immobilize a Vessel shall not be undertaken while at the berth. Should immobilization occur, EPIC reserves the right to order the Vessel to vacate the berth via tug assist.

## Emergency Services

On a Vessel’s arrival alongside, the Vessel PIC and the EPIC PIC shall discuss action to be taken in the event of an emergency or fire. This shall include emergency procedures and means of communication.



# Marine Terminal Rules and Regulations

## Maintenance & Repair Work

Maintenance or repair work involving either “hot” or “cold” work or the use of Naked Lights is prohibited on board the Vessel unless permission has been requested and given in writing by the EPIC PIC and the conditions and precautions required are rigidly observed. Such work includes, but is not limited to, boiler and boiler tube cleaning, chipping and scraping, hull painting, testing, or servicing of electrical equipment (including radar and radio installations). No hot work is permitted on the jetty and surrounding area within 100 feet of the Vessel’s manifold during cargo operations. The Vessel shall be required to secure all required permissions, including securing a marine chemist’s certificate, necessary to effectuate repairs.

## Landing of Material

No materials may be landed from Vessels onto the dock without the consent of EPIC PIC.

## Pollution

Neither petroleum nor mixture containing petroleum shall be discharged over-side or allowed to escape from a Vessel. Neither garbage nor other materials, either liquid or solid shall be discharged over the side from a Vessel. No garbage, waste oil, or sludge handling facilities exist at the Terminal, however, under MARPOL regulations the Terminal will allow a means for the Vessel to remove waste and/or hazardous materials via a third-party contractor.

Any overflow, leakage, or spillage of oil or oily mixture must be reported immediately to the EPIC PIC and the Port Authority. Operations shall be suspended until the overflow, leakage, or spillage has been cleaned up to their satisfaction. The EPIC PIC may employ resources to assist in the containment and cleaning of pollution caused by a Vessel without the authority of the Master, but in taking such action he shall be considered to be acting on behalf of the Master and with his approval.

During cargo and bunker transfer operations, deck scuppers and holes must be suitably plugged to prevent oil spilled on deck from escaping to the water around the Vessel. Accumulations of water on deck shall be drained periodically and scupper plugs replaced immediately after the water has been drained off. Oily water shall be transferred to a slop tank or other suitable receptacle.

Drip trays must be placed under manifold connections. Excessive amounts of oil and/or water shall not be allowed to accumulate in the drip tray and means shall be provided to transfer the contents to either, a slop tank or another suitable receptacle.

Vessels shall have a pollution contingency plan and shall have oil pollution clean-up equipment available at the cargo manifold area for dealing with small spills on deck.

The application of dispersants onto the water is not allowed. Soot blowing and excessive funnel smoking is prohibited. On arrival alongside, the Vessel’s chief engineer will personally ensure that the engine-room bilge overboard valve is locked in the closed position.



## Marine Terminal Rules and Regulations

The Vessel will be responsible for all clean-up charges relating to spills resulting from the Vessel's operation, the Vessel's equipment malfunction or failure, or the negligence of the Vessel's crew.

### Tank Washing and Gas Freeing

Tank washing and gas freeing operations are not permitted during a Vessel's stay alongside without prior permission.

### Health Hazards

Masters are responsible for ensuring that the hazards of the petroleum products to be received are made known to their crews by means of notices posted in the Vessel's cargo office or gangway area and that all applicable precautions are taken in product handling.

### Evacuation

Evacuation signage will be provided on the dock.

## GENERAL SAFETY

When a Vessel is berthed at the Terminal, EPIC expects the Vessel's Master to give top priority to safety and efficiency, and to comply with all safety regulations mandated by various governmental agencies, as well as those included in these Rules and Regulations. All cargo handling operations on the Vessel are the responsibility of the Vessel's Master.

**Boiler Tube Blowing** – Do not blow boiler tubes and take every possible precaution to prevent sparks from escaping the stack. If Vessel safety is at stake, stop transfer operations prior to blowing the tubes.

**Cargo Tank Tops** – Before berthing, all tank tops, ullage plugs, and sighting ports must be closed and dogged down unless the Vessel's Master certifies that the tanks are Gas Free and all ballast in such tanks is clean. Cargo and bunker tank tops are to be kept closed while at the EPIC docks. A tank, compartment or container is "Gas Free" means when sufficient fresh air has been introduced into it to lower the level of any flammable, toxic, or Inert Gas to the level required for a specific purpose, such as hot work or tank entry. "Inert Gas" means a gas or a mixture of gases, such as flue gas, containing insufficient oxygen to support the combustion of hydrocarbons, and having an oxygen content of less than 8% by volume.

**Ship Manifold Connections, Unused** – Unused cargo and bunker connections will be blinded. All blind flanges must meet current U.S. Coast Guard requirements.

**Engines** – Keep the engines ready and the Vessel trimmed so that it can leave the Terminal under short notice. If the engines become inoperable, keep two (2) tugboats of adequate size standing by until repairs are complete.



## Marine Terminal Rules and Regulations

**Fire Fighting** – Firefighting equipment must be available as per applicable U.S. Coast Guard regulations including a universal connection easily accessible at the gangway of the Vessel's manifold.

**Fire Alarm** – In the event of a fire on board the Vessel, however minor it may be, the fire alarm shall be given immediately, as follows: Rapid and continuous ringing of the Vessel's bell, together with the succession of long blasts on Vessel's whistle or siren.

**Gas Venting** – Ullage points – KEEP ALL ULLAGE or sighting ports completely closed while alongside the Terminal; unless the closed system gauging or sampling equipment is secured to the ullage point.

**Gas Freeing and Tank Cleaning** – Do not Gas Free or clean any tanks at berth without the approval of Terminal Management.

**Sewage Discharge** – No facilities for sewage discharge are available at the Terminal.

**Suspension of Operations** – Any Vessel operation may be suspended at the discretion of the Vessel's Master or the EPIC PIC as set forth in these Rules and Regulations or during events where the suspension would be prudent.

**Communications Breakdown** – In the event of any breakdown of communications between the Vessel and EPIC, operations may cease, and the Vessel will sound an emergency signal consisting of a continuous sounding of the Vessel's whistle – this signal shall continue until the flow of cargo is confirmed to have ceased.

### Special Stock Hazards

**Static-Ignition Hazards** – Some kinds of stock require special precautions because of the static they accumulate. Review the instructions by owners/charterers for handling such static stock and discuss during the pre-loading conference.

**Hydrogen Sulfide Hazards** – If 10PPM in vapor is detected on the deck of the Vessel while alongside the dock, all personnel will evacuate to an area upwind and out of range of the vapors. The EPIC Terminal Management is to be notified immediately should such an occurrence take place.

**Lifebuoys** – lifebuoys are available at all docks. Life rings are placed along the dock for emergency response use.





# Marine Terminal Rules and Regulations

## ENVIRONMENTAL COMPLIANCE

### Marpol 73/78 Compliance

OPERATING PROCEDURES FOR COMPLIANCE WITH MARPOL 73/78 (33 CFR 151 and 158)

U.S. Coast Guard regulations require that marine terminals maintain a certificate of adequacy to handle certain specified quantities of sludge, bilge water, cargo residue, oily ballast water, and garbage from oceangoing ships. Effective August 1, 1989, the following terms, conditions, and procedures shall apply to the handling and receipt of the above materials.

### Conditions and Procedures

#### **Eligible Vessels**

Handling of the above materials is reserved for Vessels that load at the Terminal.

#### **Ballast**

Ballasting operations, which result in violation of the United States Pollution Prevention Regulation, are prohibited at the Terminal.

#### **Maximum Quantities**

In no event shall quantities of oily ballast or oily wastes in excess of those set forth in MARPOL 73/78 be accepted from any Vessel on one occasion. The following are the maximum amounts of materials that the Terminal will accept as required by 33 CFR 151 and 158:

Oily bilge	10 metric tons
Sludge	10 metric tons
Cargo residue	0.2% of the cargo capacity of the Vessel, as measured in metric tons
Oily ballast	30% of the deadweight tonnage of the Vessel, as measured in metric tons

#### **Generator EPA ID Numbers**

Any Vessel offering bilge water and sludge (defined as solid wastes under federal law) or federal or state regulated hazardous waste for discharge ashore will be considered the generator of such wastes and must have an EPA Waste Generator Identification Number. Before accepting oily ballast or allowing oil ballast or hazardous wastes to be transferred to a third-party contractor, EPIC shall ascertain that the Vessel is registered as a hazardous waste generator and has an EPA Identification Number.

Disposal of all Garbage (defined in Appendix A) will be handled through third-party contractors. It is preferred that the Vessels make direct contractual arrangements with the contractors. As required by MARPOL regulations, any Vessel wishing to discharge Garbage must notify the Terminal and the third-party contractor of the nature and type of Garbage at least 24 hours in advance of approval.



## Marine Terminal Rules and Regulations

### **APHIS, Hazardous Waste, Solid Waste**

The Terminal does not have permits to accept APHIS waste, federal or state hazardous waste, Garbage containing hazardous waste, or solid waste such as bilge water, sludge, or cargo residue. Therefore, third-party waste contractors utilizing dumpsters, vacuum trucks, or Vessels must handle these materials. The Vessel offering such material for discharge ashore will be responsible for furnishing test reports or waste characterizations directly to third-party waste contractors. A copy of the test reports will also be furnished to the terminal. As required by MARPOL regulations, Vessels wishing to discharge APHIS regulated garbage must notify the Terminal and the third-party contractor 24 hours in advance of arrival.

### **Oily Ballast and Wastes**

As required by MARPOL regulations, Vessels wishing to discharge oily ballast or oily wastes must notify the Terminal 24 hours in advance of arrival. Oily ballast water and wastes must be tested and certified to be non-hazardous under the requirements of Chapter 40 Part 261 of the Code of Federal Regulations. This testing must take place and the results made available at least 24 hours prior to Vessel arrival.

Commonly, oily water contains more than .5 mg/Liter of benzene, which characterizes it as an RCRA Hazardous Waste. If the material is hazardous then it must be received through third-party contractors according to the conditions and procedures for hazardous waste (above). All third-party waste contractors utilized for the removal of oily ballast or oily wastes from Vessels must have prior approval from the Terminal. Non-hazardous oily ballast water, if accepted, may be sent to any properly permitted tank(s) of adequate capacity at the discretion of the Terminal operating personnel.

### **Unloading**

Prior to commencing transfer of waste materials to Vessels and/or shore, the Vessel shall demonstrate to the Terminal operating personnel that the safety procedures have been followed including, but not limited to, those pertaining to connections, hoses, and pipelines. The Vessel shall be responsible for all Losses resulting from incidents during transfer operations.

### [Slops](#)

48-hour notice must be submitted with the estimated volume of oil and water to Marine Operations ([MarineTerminalOperations@epicmid.com](mailto:MarineTerminalOperations@epicmid.com)) for approval. All slops would be removed from the Vessel by the contractor and the Vessel will be responsible for fees and charges.

### [Third-Party Waste and Garbage Contractor Costs](#)

All APHIS and garbage removal/disposal shall be completed via waterside and per Appendix A.

The Vessel will be responsible to contract with and pay directly to a third-party contractor any and all fees or costs charged by that contractor for the services rendered to or for the Vessel.



## Marine Terminal Rules and Regulations

### National Response Center (NRC)

The accidental spillage/discharge of oil into the navigable waters of the Corpus Christi Ship Channel while berthed at the Terminal and/or lay berths shall be reported in accordance with all applicable rules and regulations: (800) 424-8802.

### Emergency Response Team

VP of Operations	Grover Clifton	O: (210) 587-6004	<a href="mailto:gclifton@epicmid.com">gclifton@epicmid.com</a>
STX Terminal Operations Manager	Robert McQuarrie	C: (210) 425-4871 C: (361) 600-1814	<a href="mailto:robert.mcquarrie@epicmid.com">robert.mcquarrie@epicmid.com</a>
Facility Security Officer	Robert McQuarrie	C: (210) 425-4871 C: (361) 600-1814	<a href="mailto:robert.mcquarrie@epicmid.com">robert.mcquarrie@epicmid.com</a>
1st Alternate Facility Security Officer	Joe Garza	C: (210) 284-0077	<a href="mailto:joe.garza@epicmid.com">joe.garza@epicmid.com</a>
2nd Alternate Facility Security Officer	Brad Baker	O: (361) 600-1806 C: (210) 784-7386	<a href="mailto:brad.baker@epicmid.com">brad.baker@epicmid.com</a>

#### **Federal On Scene Coordinator**

(866) 372-7745

US EPA Region 6  
1445 Ross Avenue  
Dallas, TX 75202-2733

#### **State Emergency Response Commission (SERC)**

William Paiz-Tabash, MPSA

(512) 424-2452

Texas Division of Emergency Management

Chief W. Nim Kidd

(512) 424-2436

Texas Division of Emergency Management

P.O. Box 15467

Austin, TX 78761

#### **Local Emergency Planning Committee (LEPC)**

(361) 826-3960

2406 Leopard Street

Corpus Christi, TX 78408



## Marine Terminal Rules and Regulations

**Local Water Supply System** (361) 653-2110  
400 Mann Street, Suite 1002  
Corpus Christi, TX 78401

**Local Waste Water Treatment** (361) 241-2831  
Allison Treatment Plant  
Corpus Christi, Texas

**TCEQ Single Point of Contact** (361) 825-3100

**Hospital** (361) 902-4000  
Christus Spohn Hospital CC – Memorial  
2606 Hospital Boulevard  
Corpus Christi, TX 78405

**Police**  
State Police (512) 424.2000  
Corpus Christi Police (361) 886-2600  
Nueces County Sheriff (361) 887-2222  
Port of Corpus Christi Police Department (361) 882-5633

**Fire**  
Corpus Christi Fire Department (361) 826-3932

**Refinery Terminal Fire Company** (361) 882-6258

Excessive emissions from Vessels, resulting in soot being deposited on land or in the waters of the state, is a violation of the Texas Clean Air Act and must not occur while berthed at the Terminal.

Terminal operations are subject to various federal and state environmental protection laws and regulations which have been promulgated under the following and other statutes:

### **Federal Laws**

The Clean Water Act  
The Comprehensive Environmental Responsibility Compensation and Liability Act of 1980  
The Emergency Planning and Community Right to Know Act of 1986  
The Federal Water Pollution Control Act

The Oil Pollution Act of 1990 (OPA-90)  
The Pollution Prevention Act of 1990  
The Resource Conservation and Recovery Act of 1976  
The Toxic Substances Control Act



## Marine Terminal Rules and Regulations

### State Laws

The Texas Clean Air Act  
The Texas Oil Spill Prevention and Response Act of 1991  
The Texas Solid Waste Disposal Act  
The Texas Water Code

**Regulatory Agencies** – Regulatory agencies with jurisdiction over environmental matters at the Terminal include but are not limited to the following:

### Federal Agencies

The United States Coast Guard  
The United States Army Corp of Engineers  
The United States Department of Transportation  
The United States Environmental Protection Agency

### State Agencies

The Texas Commission on Environmental Quality  
The Railroad Commission of Texas  
The Texas General Land Office  
The Texas Department of Health

**PERMITS** – EPIC, under these and other local, state, and federal regulations, is required to obtain permits, approvals, or registrations for operations that may result in air emissions, water discharges, and waste disposal activities. Certain approvals from the regulator agencies may require extended periods of time and could require the modification of existing facilities and operations or the installation of new equipment at the Terminal.

**Customers are advised to inquire as to the impact of these regulatory requirements on their business operations as early as possible to prevent unexpected delays.**

## TERMS AND CONDITIONS

### [Disclaimer](#)

EPIC MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE TERMINAL OR ANY SERVICES THAT MAY BE PROVIDED UNDER THESE RULES AND REGULATIONS. EPIC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING ANY WARRANTIES OF UNOBSTRUCTED ACCESS, SAFE BERTH, SAFE PORT, TITLE, DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION, QUALITY, SUITABILITY, ADEQUACY, OR FITNESS FOR A PARTICULAR PURPOSE BY EPIC OR



## Marine Terminal Rules and Regulations

OF THE TERMINAL OR SERVICES PROVIDED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

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

### Private Terminal

Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and EPIC is not a “marine terminal operator” as defined by the Shipping Act of 1984 (as amended). Common carriers by water (such as liners), as defined by the Shipping Act of 1984 (as amended) will not be accepted for loading crude oil at the Terminal. Only Vessels engaged in private or contract carriage under private commercial arrangements will be accepted by the EPIC for berthing at the Terminal.

### Pollution Prevention and Responsibility

Vessel warrants that the Vessel will comply with all applicable laws covering water, air, and land pollution (and the prevention thereof) while moored at the Terminal and within the navigable waters associated with the Terminal. If the Vessel fails to comply with any applicable law, as determined by EPIC, the Vessel may be required to vacate her berth and even proceed to sea. Any cost, expense, and time lost by the Vessel during any period when this warranty has been breached, and until the breach is remedied and the Vessel re-berths, shall be solely for the Vessel’s account.

Each Vessel shall be in full compliance with the Oil Pollution Act of 1990 (OPA90), as same may be amended from time to time, and such Vessel will have on board all certificates demonstrating evidence of financial responsibility as may be required by any applicable law relating to marine oil spill pollution (and the prevention thereof).

In the event an escape or discharge of oil, hazardous substances, or other pollutants from a Vessel, causes or threatens to cause pollution, the Vessel will immediately (i) make all emergency notifications required by applicable laws, and (ii) take whatever measures are necessary or appropriate to prevent or mitigate such pollution. The Vessel hereby authorizes EPIC, at EPIC’s sole option and not its obligation, upon notice to such Vessel, to undertake such measures as are necessary to prevent or mitigate any such pollution. EPIC shall keep the Vessel advised of the nature and results of any such measures taken, and if time permits, the nature of the measures intended to be taken. Any cost or expense incurred in connection with the aforementioned measures shall be solely for the Vessel’s account. This provision shall not affect any liability of the Vessel to third parties, including any governmental authorities.



## Marine Terminal Rules and Regulations

THE VESSEL SHALL FULLY AND COMPLETELY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE EPIC GROUP FROM AND AGAINST ANY LOSSES, INCLUDING ALL CLEANUP AND REMEDIATION COSTS, ARISING OUT OF OR IN CONNECTION WITH ANY RELEASE OF ANY HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT FROM THE VESSEL OR ARISING OUT THE OPERATIONS OF THE VESSEL GROUP, REGARDLESS OF FAULT.

### Losses and Liability

The Vessel assumes full responsibility and liability for any Losses incurred by EPIC, including damage sustained by the Terminal, berths, facilities, tugs, vehicles, and/or vessels owned, operated, or maintained by EPIC, or for which EPIC is responsible, or any vessel at or near the Terminal, (i) caused by the Vessel or any other waterborne craft ordered by, or being operated for the account of, such Vessel, or (ii) arising out of or in connection with such Vessel's use of, or presence at, the Terminal, and the VESSEL SHALL FULLY AND COMPLETELY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE EPIC GROUP FROM AND AGAINST ANY AND ALL LOSSES FOR ILLNESS, INJURY AND/OR DEATH, PROPERTY DAMAGE, VESSEL DAMAGE, LOSS OF EQUIPMENT, OR OTHERWISE THAT MAY BE ASSERTED BY ANY MEMBER OF THE VESSEL GROUP OR THIRD PARTIES, RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENT TO, DIRECTLY OR INDIRECTLY, THE VESSEL'S PRESENCE AT THE TERMINAL, USE OF THE TERMINAL, APPROACHING THE TERMINAL, OR DOING BUSINESS AT THE TERMINAL, REGARDLESS OF FAULT. THE VESSEL FURTHER AGREES TO INDEMNIFY THE EPIC GROUP AGAINST ANY AND ALL CLAIMS FOR CONTRACTUAL INDEMNITY AGAINST ANY MEMBER OF THE EPIC GROUP ARISING OUT OF OR RELATED TO THE VESSEL'S PRESENCE AT THE TERMINAL, USE OF THE TERMINAL, APPROACHING THE TERMINAL, OR DOING BUSINESS AT THE TERMINAL, REGARDLESS OF FAULT. THE VESSEL'S OBLIGATION TO INDEMNIFY THE EPIC GROUP SHALL NOT BE LIMITED BY THE PROVISIONS OF ANY WORKER'S COMPENSATION LAW OR SIMILAR ACT. THE VESSEL'S OBLIGATION TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE EPIC GROUP SHALL EXTEND TO ANY REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES INCURRED BY THE EPIC GROUP, AND INCLUDES ANY REASONABLE ATTORNEY'S FEES OR LEGAL EXPENSES RELATED TO SUCCESSFULLY ENFORCING THE PROVISIONS OF THESE RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THIS PARAGRAPH. This section is without prejudice to any other rights, remedies, claims, causes of action, or defenses thereto which may exist for or in favor of any member of the EPIC Group.

The Vessel agrees that the defense, indemnification, and hold harmless provisions of these Rules and Regulations are open, obvious, conspicuous and clear, and are completely enforceable against the Vessel, under applicable law.



## Marine Terminal Rules and Regulations

It is specifically agreed that the indemnities provided by the Vessel in these Rules and Regulations shall not apply and may not be relied upon by EPIC to the extent that there is a finding that a claim was caused by the gross negligence or willful misconduct of EPIC.

The defense, indemnification and hold harmless obligations assumed by the Vessel pursuant to these Rules and Regulations shall be supported by the insurance described below. It is agreed that the defense, indemnification, and hold harmless obligations assumed by the Vessel pursuant to these Rules and Regulations are in no way limited by the insurance coverage described herein.

Notwithstanding anything to the contrary herein contained, risk of loss arising out of the Vessel's presence and use of the Terminal shall rest with the Vessel.

For any partial loss to the property of EPIC Group, Vessel shall be responsible for all damages allowed by law, except that there shall be no deduction for depreciation. For any total loss or constructive total loss of the property of EPIC Group, Vessel shall pay all damages allowed by law, except that measure of damages for the loss of the property itself shall be the replacement cost without deducting for depreciation.

### Demurrage

IN NO EVENT SHALL EPIC OR EPIC'S AFFILIATES BE LIABLE TO ANY VESSEL FOR DEMURRAGE ARISING OUT OF OR IN CONNECTION WITH ANY DELAY IN BERTHING, RECEIVING, OR RELEASING A VESSEL, OR IN LOADING PRODUCT, OR IN ORDERING A VESSEL TO VACATE HER BERTH AT THE TERMINAL.

### Vessel Insurance

Any Vessel seeking to berth at the Terminal shall carry and maintain in full force and effect insurance coverages with insurance companies rated not less than A-, IX by A.M. Best or otherwise reasonably satisfactory to EPIC in the following types and amounts:

- (i) Hull and Machinery Insurance on each Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade.
- (ii) Protection and Indemnity ("P&I") Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy(ies) with a commercial insurance company(ies) or underwriters/syndicate(s) acceptable to EPIC with terms no less broad than those customarily carried by similar marine carriers, with the "as owner" clause deleted, with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of Master, mates, and crew; tower's liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower's liability insurance.





## Marine Terminal Rules and Regulations

- (iii) Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance with an insurance company(ies) or underwriters/syndicate(s) rated not less than A-, IX by A.M. Best or otherwise reasonably acceptable to EPIC with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 (“OPA90”) and any amendments thereto, whichever is greater, covering any and all environmental risks, penalties, action or otherwise and equivalent to that coverage provided by Lloyd’s of London Pollution Policy/Environmental Pollution Group. COFRs shall also be maintained on all Vessels loading or unloading at the Terminal.
- (iv) All risk cargo insurance, in an amount not less than one hundred and ten percent (110%) of the fair market value of the cargo.
- (v) Workers’ Compensation and Employer’s Liability Insurance, with United States Longshore and Harbor Workers Compensation Act endorsement and with the maritime endorsement, with minimum limits as required by federal or state law.
- (vi) Any additional insurance coverages required by state or federal law.

The Vessel will provide EPIC, upon request, with a copy of the relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements. The insurance coverage required under these Rules and Regulations shall be endorsed to (i) contain waivers of subrogation rights against the EPIC Parties, (ii) name the EPIC Parties as additional insureds (except the Workers’ Compensation, and Hull and Machinery insurance coverages); (iii) provide that such insurance is primary with respect to all insureds and that the EPIC Parties’ insurance shall be noncontributing under any and all circumstances; and (iv) shall be applicable to cover the risks and obligations of the parties hereunder.

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



## Marine Terminal Rules and Regulations

### Dispute Resolution and Applicable Law

These Rules and Regulations are maritime in nature, and the Vessel agrees that the Rules and Regulations shall be interpreted, governed and construed in accordance with the General Maritime Law of the United States, excluding any conflict of law principles which would otherwise require the application of the substantive law of another jurisdiction. To the extent maritime law is not applicable, these Rules and Regulations shall be interpreted, governed and construed in accordance with the substantive laws of the State of Texas exclusive of any conflict of law principles which would require the application of the substantive laws of another jurisdiction.

The Vessel agrees that any suit for the enforcement of these Rules and Regulations may be brought in the courts of the State or Texas district courts of Nueces County or United States District Court for the Southern District of Texas, Corpus Christi Division and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon the Vessel by serving the Vessel's agent by personal delivery, commercial courier which provides a receipt, by telecopier (with receipt acknowledged), by e-mail, or by registered or certified mail (postage prepaid). The Vessel hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

THE VESSEL GROUP WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THESE TERMS AND CONDITIONS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

### Waiver

No waiver of any of the terms, provisions or conditions hereof shall be effective unless said waiver shall be in writing and signed by an authorized representative of EPIC.



# Marine Terminal Rules and Regulations

## APPENDIX A

### DEFINITIONS

(from 33 CFR Part 158)

#### **APHIS Waste**

Garbage is regulated by the Animal and Plant Health Inspection Services (APHIS) of the U.S. Department of Agriculture under 7 CFR 330.400 or 9 CFR 94-5.

#### **Garbage**

All kinds of virtual, domestic, and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically, except dishwater, graywater, and those substances that are defined or listed in other Annexes to MARPOL 73178.

#### **Graywater**

Drainage from dishwasher, shower, laundry, bath, and washbasin drains and does not include drainage from toilets, urinals, hospitals, and cargo spaces.

#### **Maintenance Waste**

Materials collected while maintaining and operating the ship, including, but not limited to, soot, machinery deposits, scraped paint, deck sweepings, wiping wastes, and rags.

#### **Medical Waste**

Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes and potentially contaminated laboratory wastes, dialysis wastes, and such additional medical items as prescribed by the Administrator of the EPA by regulation.

#### **Operational Waste**

All cargo associated waste, maintenance waste, cargo residues, and ashes and clinkers from shipboard incinerators and coal burning boilers.





# Marine Terminal Rules and Regulations

## APPENDIX C

An electronic version of the Vessel Arrival Questionnaire will be requested by Max Shipping. EPIC and Max Shipping reserve the right to modify templates, as necessary.

### Vessel Arrival Questionnaire

Please provide the following Terminal notice of arrival. This information is due 24 hours prior to the Vessel's docking at the Terminal. Upon completion, your signature and date are required to confirm such information and acknowledge your acceptance of the EPIC Marine Terminal Rules and Regulations, which can be found at: <https://epicmid.com/epic-marine-terminal/>. Please return the signed questionnaire to us, and we will pass it along to EPIC.

#### ***EPIC Notice of Arrival information Request:***

Name of Vessel: \_\_\_\_\_

Estimated Date and time of vsls arrival at Corpus Christi Anchorage: \_\_\_\_\_

General Description of the cargo onboard the vessel: \_\_\_\_\_

Confirm Foreign or coastwise arrival: \_\_\_\_\_

Agents Billing details: \_\_\_\_\_

Confirm if any planned USCG inspections: \_\_\_\_\_

Name and telephone number of a 24-hour point of contact: \_\_\_\_\_

Is vsl equipped with a portable gangway?: \_\_\_\_\_ Length?: \_\_\_\_\_

TPE # issued by CBP: \_\_\_\_\_

H2S levels by Tank: \_\_\_\_\_

Please advise if bunkers/stores are expected: \_\_\_\_\_

#### **Berth info:**

#### **EPIC Marine Terminal:**

Position: N 27 49' 1.0" W 097 28' 13.0"

Heading: Head out / Stbd side to (vsl turn prior to berthing)

DEPTH alongside berth: 46.5 Feet. [As per the Rules and Regulations, the depth alongside is 46.5 ft. Vessel should maintain 1 ft of UKC. If draft is over that limit, customer does so at their own risk and assumes all liability and responsibility.]

Required Under Keel Clearance: 1 foot

Max LOA: 835 Feet



## Marine Terminal Rules and Regulations

Minimum LOA: 555 Feet

Max Beam: 155 Feet

Max Deadweight: 120,000 MT Summer

Cargo connection: 2 x 12 inch Cargo hoses

Vapor Connection: 1 x 12 inch vapor hose (fwd)

**Reducers: Terminal will not provide reducers. Any reducers needed to safely connect hoses to the vessels must be arranged by Vessel / Vessel agent**

Avg Load rate: Up to 20,000 bbls per hour

Gangway: Tml gangway only (\$1500.00)

Stores allowed: By barge only / With terminal approval (small hand carry items are allowed with 3 points of contact on the gangway at all times)

Bunkers allowed: Yes - by barge only / Preferred within 24 hours of Vessel's arrival at berth, but can be done, with terminal approval, before, during the first 24 hours of cargo operations or after completion of cargo ops (all options require bunkering request form / approval from PIC). Dockage rates noted above to apply if vsl taking bunkers prior to or after cargo operations.

MARSEC Level: 1

The required mooring configuration for the Terminal is as follows:

- Two (2) Headlines to MS-1
- Two (2) Headlines to MS-2
- Two (2) Stern Lines to MS-7
- Two (2) Stern Lines to MS-6
- Two (2) Breast Lines Forward to MS-3
- Two (2) Breast Lines Aft to MS-5
- Two (2) Spring Lines Forward to East Fender Mooring
- Two (2) Spring Lines Aft to BS-4

**Confirmed and accepted by:**

**Confirmed and accepted by:**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Master of Vessel

Title: Agent of Vessel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_



**APPENDIX D**

**Mooring Layout Sketch**

*[on the next page]*



# Marine Terminal Rules and Regulations

