



AMBASSADOR BRIDGE  
DETROIT INTERNATIONAL BRIDGE COMPANY  
P.O. BOX 32666 *Detroit, Michigan* 48232

September 28, 2020

***Via email and Fed Ex***

Michigan Department of Transportation  
Attn: Director Paul C. Ajegba, P.E.  
Murray D. Van Wagoner Building  
P.O. Box 30050  
Lansing, MI 48909

Dear Director Ajegba:

**Introduction**

This letter is in response to your letter dated June 4, 2020 requesting information for the “Michigan Department of Transportation’s (MDOT) process to consider lifting the restriction and allowing the Detroit International Bridge Company (DIBC) to transport hazardous material across the Ambassador Bridge as a regular business practice.” Your June 4, 2020 letter is attached as Ex. 1.

By way of background, in November 2008, DIBC initiated a request to lift restrictions on handling Class 3 (flammable liquids) and Class 8 (corrosive materials) hazardous materials. At the time DIBC made that request, DIBC was fully authorized to handle, in fact regularly handled, (and today continues to handle) the following hazardous materials: Class 2 (gases), Class 4 (flammable solids), Class 5 (oxidizers and organic peroxides), Class 6 (poisonous materials) except 6.2, and Class 9 (miscellaneous materials). Class 1 (explosives) and Class 7 (radioactive materials) have been prohibited on the Ambassador Bridge and DIBC did not and is not requesting any changes to those designations.

In July 2010, DIBC modified its request to propose that the restrictions on Class 3 and Class 8 hazardous materials be modified to allow those Classes to be transported *with escort vehicles accompanying the primary carrier* to enhance safety.

In December 2012, MDOT issued its Hazardous Materials Routing Synopsis Report. (Attached here as Ex. 2). In that report, MDOT’s experts included proposed recommendations for the Ambassador Bridge including:

- Restrict Class 1
- Require the use of escort vehicles for all allowable hazardous materials (Class 2, 3, 4, 5, 6, 6.1, 8, and 9)

(Ex. 2, p. 14).

In sum, after years of study and analysis, MDOT's experts recommended that: (A) the restriction on Class 1 and 7 should remain, (B) the restrictions on Class 3 and 8 should be lifted and (3) the Ambassador Bridge should be required to provide escorts for all allowable classes of hazardous materials. In this letter, the foregoing recommendations are called the "MDOT Recommendations".

Subsequently, MDOT issued a second report, which is attached here as Ex. 3. In that report, MDOT noted that only seven of the approximately 7,085 miles of roadway in Wayne County are restricted routes and that, the proposed changes "modify current route restrictions and add protective measures to reduce risks." (Ex. 3, p. 4). Thereafter, in January 2014, MDOT declined to approve the MDOT Recommendations.

The foregoing history is provided to set forth the context for DIBC's current request to change the existing restrictions. Please consider this DIBC's formal request to change the existing restrictions in a manner consistent with the MDOT Recommendations made in the 2012 Hazardous Materials Routing Synopsis Report.

### **Technical**

The DIBC has installed a fire suppression system on the Ambassador Bridge. Additional information is set forth in response to your specific questions below.

### **System Capacity**

- 1. Types and quantities of the placarded non-radiological hazardous material expected to be using the DIBC as the primary route.*

The following classes of hazardous materials are currently restricted on the Blue Water Bridge: 1, 5, 7, and 9. With those restrictions in place, Blue Water Bridge staff estimate there to be 2,500 to 3,000 hazmat crossings per year at the Blue Water Bridge. (Ex. 4, November 14, 2019 email from Troy Hagon).

The following classes of NRHM are currently restricted on the Ambassador Bridge: 1, 3, 6.2, 7 and 8. With those restrictions in place, Ambassador Bridge staff estimate there to be approximately 1,500 hazardous material crossings per year.

We estimate that the Detroit-Windsor Ferry handles 40-50 trucks hauling hazmat per day or 10,400 to 13,000 per year. DIBC estimates that approximately 50% of the hazardous material traffic handled by the Blue Water Bridge and the Detroit-Windsor Ferry would elect to use the Ambassador Bridge if the restrictions on Class 3 and Class 8 are lifted.

If hazardous material routes change as estimated above, then the Ambassador Bridge would handle approximately an additional 6,450 to 8,000 hazardous material crossings per year. In 2018, the Ambassador Bridge had 2,593,503 truck crossings. An increase of 8,000 represents a .3% increase from 2018 truck traffic on the bridge.

Based on the foregoing assumptions, if the restrictions were lifted, miles driven on Michigan roads by commercial motor vehicles carrying hazardous materials would **decrease** by 98,665 miles to 119,100 miles annually. Miles driven by commercial motor vehicles carrying hazardous materials through the Delray neighborhood on their way to the Detroit-Windsor Ferry would **decrease** by 14,040 to 17,550 miles. (Ex. 5, Calculations).

Since November 1, 2010 to September 1, 2020, there have been 29 accidents involving hazardous materials on I-94 between Ramp 190A and the Blue Water Bridge. Fourteen of those 29 accidents involved Class 3 or Class 8 hazardous materials. (Ex. 6, Michigan State Police data).

The foregoing analysis demonstrates that lifting the restrictions as requested by DIBC would decrease the number of miles driven by commercial motor vehicles carrying hazardous material on Michigan roads and thus would increase safety on Michigan roads. In short, lifting the restrictions on Class 3 and Class 8 hazardous materials on the Ambassador Bridge will result in less risk to the public. This provides a basis for MDOT to make a finding that the proposed changes enhance public safety in the areas subject to its jurisdiction and in other areas which are directly affected by the routing designations in question.

2. *Describe the DIBC's fire suppression system and the design standard relating to the National Fire Protection Association (NFPA) 502 (Standard for Road Tunnels, Bridges and other Limited Access Highways).*

DIBC's fire suppression system is a "dry line" system where vertical standpipes are located along the bridge perimeter with Siamese connections at ground and roadway level. The standpipes on the Detroit side of the bridge can be connected directly by hoses to nearby hydrants or Detroit Fire Department pumping equipment. The standpipes on the Windsor side of the bridge can be connected directly by hoses to nearby hydrants or Windsor Fire Department pumping equipment. Photos depicting the foregoing are attached as Ex. 7.

On the Windsor side of the Ambassador Bridge, the Windsor Fire Department has confirmed that the fire suppression system has been installed in conformance with NFPA 502. (Ex. 8, July 8, 2020 letter from the Windsor Fire Department). According to the Windsor Fire Department, "[t]he system is comprised of three dry pipe risers located on the Canadian side of the Bridge starting at ground and terminating at the bridge roadway with a Siamese connection at both ends equipped with Canadian thread design. All three risers are located in close proximity to a municipal fire hydrant with gate access to the riser."

The Detroit City Code promulgates the "Detroit Fire Prevention and Protection Code" (the "Code"). Chapter 18, Art. 1, Sec. 18-1-1. The Code incorporates the "National Fire Protection Association 1, Fire Code, 2015 Edition". Sec. 18-1-21(a). "The Code shall be administered and enforced by the authority having jurisdiction, who is defined in Section 2-1 of this Code, as the Fire Marshal of the City". Sec. 18-1-22. "The Fire Marshal has

the authority to conduct inspections . . . for the following operations within the jurisdiction . . . Standpipe Systems . . .” Sec. 18-1-22.

On July 15, 2020, the Detroit Fire Marshal issued its inspection report after reviewing the Ambassador Bridge’s standpipe system indicating that “[y]our inspection has been completed with no violations cited at this time”. (Ex. 9, July 15, 2020 Inspection form). On September 3, 2020, the Detroit Fire Department’s Deputy Chief of Operations issued a memo indicating that:

In August of 2020, The Detroit Fire Department received documentation from the Ambassador Bridge verifying all entrances on and off the bridge along with all fire suppression equipment to get water onto the bridge roadway in the event of an emergency. In addition, the Detroit Fire Department was given an in-person walkthrough showing all connections on the bridge.

(Ex. 9, September 3, 2020 memo from the Detroit Fire Department with photos).

3. *Indicate the water source for the fire suppression system (if applicable). (Detroit River, Detroit Water and Sewage [sic] Department, or the City of Windsor?)*

On the Detroit side of the Ambassador Bridge, the water source would be: (a) the City of Detroit municipal water system if the pipe stand was connected to a fire hydrant, (b) a pumper truck (source unknown) if the pipe stand was connected to a pumper truck, or (c) the Detroit River if the pipe stand was connected to a pumper boat. On the Canadian side of the Ambassador Bridge, the water source is the City of Windsor municipal water system.

4. *Specify any location of fire hydrants installed and the type of spacing per applicable codes.*

Please see the attached letter and survey depicting the locations of all hydrants in the vicinity of the Ambassador Bridge and confirming compliance with the National Fire Protection Association code. (Ex. 10, July 24, 2020 American Consulting Engineers letter and field survey)

5. *Describe the necessary adapters used such that the City of Windsor and the City of Detroit Fire Departments can connect to the system.*

The Detroit Fire Department and the Windsor Fire Department have both confirmed that their equipment is compatible with the Ambassador Bridge’s fire suppression system. Please refer to Ex. 8 and Ex. 9.

On July 26-28, 2020, the Windsor Fire Department undertook training exercises on and around the Canadian side of the Ambassador Bridge. During the course of those exercises, all standpipes were pressurized and water was brought to the midpoint of the bridge from the Canadian side.

On August 4-5, and 9, 2020, the Detroit Fire Department undertook training exercises on and around the American side of the Ambassador Bridge. During the course of those exercises, all standpipes were pressurized and water was brought to the midpoint of the bridge from the American side. Photos of the foregoing are attached at Ex. 9.

6. *Describe how the fire suppression system equipment will be tested and maintained.*

The fire suppression system on both sides of the Ambassador Bridge will be tested in compliance with the NFPA. The fire suppression system will be made available to the Detroit Fire Department and the Windsor Fire Department for testing at intervals to be decided by those Fire Departments.

7. *If not described above, describe whether the system in place uses dry stand pipes, with a pumping system, or pressurized pipes.*

The system in place uses dry stand pipes with a pumping system. Additional information is included above.

### **Contingency Plan**

1. *Provide the traffic maintenance plan on the bridge during an incident as well as any specific measures that will be taken during a release to prevent or contain pollution.*

Please see the attached Emergency Response Plan, Spill Prevention and Contingency Plan. (Ex. 11). On the traffic maintenance plan, please see paragraphs 6.1(c), 6.1(e), and 11(h). On specific measures that will be taken during a release to prevent or contain pollution, please see paragraphs 8-11 and 11(f) through 15.

2. *If there is a fire or a hazardous materials spill, provide plans describing what actions will be taken after cleanup to ensure the bridge is safe for traffic.*

Please see the attached Emergency Response Plan, Spill Prevention and Contingency Plan, paragraph 11(l). (Ex. 11). This Plan has been reviewed by Marine Pollution Control, one of DIBC's hazardous materials emergency response contractors. Comments provided by Marine Pollution Control have been implemented into the Plan.

3. *Provide MDOT with the proposed hazardous materials routing plan, including secondary routes.*

Please see Ex. 12 (Routing Plan).

### **Hazardous Spill Mitigation/Cleanup Plan:**

1. *Provide plans indicating what mitigation efforts are or will be in place to prevent hazardous materials from spilling off the bridge directly into the Detroit River, and the City of Detroit or City of Windsor storm sewer systems.*

Please see the attached Emergency Response Plan, Spill Prevention and Contingency Plan. (Ex. 11). Specifically, see paragraphs 6.1(d), 10 (inclusive), 11(f)-15.

2. *Provide information showing DIBC employee/contractor knowledge of spill prevention and cleanup requirements for the various hazardous materials and substances such as explosives, inflammable, corrosive, oxidizer, biologic, toxic or radioactive.*

DIBC has contracts for hazardous materials emergency response services with Marine Pollution Control (Detroit side) and Superior Environmental Services (Windsor side). The contracts and other information showing those contractors' knowledge of spill prevention and cleanup requirements for the various hazardous materials and substances such as explosives, inflammable, corrosive, oxidizer, biologic, toxic or radioactive is attached as Ex. 13.

In addition, please see the attached Emergency Response Plan, Spill Prevention and Contingency Plan, paragraph 16. (Ex. 11).

## **Legal**

1. *DIBC will need to provide MDOT with a "hold harmless" agreement stating that in the event of a hazardous material spill or release into the Detroit River, all costs associated with cleanup effort will be borne by DIBC. MDOT and the State of Michigan will not be liable. DIBC will agree to indemnify MDOT and the State of Michigan in all lawsuits arising from such a spill or release. This agreement is subject to the review and approval of the Attorney General.*

DIBC has requested a proposed "hold harmless" agreement from MDOT.

## **Community Engagement**

*In lieu of conducting several public meetings as part of a showing commitment from the community, a signed letter of support for lifting the restriction from the following locally elected representatives of the community will be accepted.*

1. *State Representative Tyrone Carter*
2. *State Senator Stephanie Chang*
3. *Mayor Mike Duggan, City of Detroit*
4. *Wayne County Executive, Warren Evans*

Letters supporting lifting the restrictions from the following locally-elected representatives are attached:

- a. *Wayne County Executive, Warren Evans (Ex. 15)*
- b. *Wayne County Sherriff, Benny Napoleon (Ex. 16)*
- c. *State Senators Bullock, Hollies, Geiss, and Santana (Ex. 17)*
- d. *State Representatives Chirken and Hertel (Ex. 18)*
- e. *State Representatives Byrd, Yancey, Robinson, Carter, Love, Tate, Johnson, Garrett, and Whitsett (Ex. 19)*

In addition, DIBC has contacted Mayor Mike Duggan. The Mayor has indicated that he considers this matter outside his jurisdiction, but he does not oppose DIBC's requests herein. Further, the Mayor indicated that he would personally contact MDOT and convey to MDOT that he has no objections to DIBC's requests.

### **Stakeholder Engagement**

*Similarly, MDOT would require a signed letter from the following first responder groups:*

1. *Fire Department, City of Detroit*
2. *Fire Department, City of Windsor*
3. *Emergency Medical Services closest to the bridge in the City of Detroit*
4. *Emergency Medical Services closest to the bridge in the City of Windsor*

Letters from the City of Windsor and City of Windsor Fire Departments are attached as Ex. 8 and Ex. 9. Emails from DIBC to EMS closest to the bridge in the City of Detroit and closes to the bridge in the City of Windsor are attached as Ex. 20 and Ex. 21.

### **Closing**

I trust that the information we have provided is responsive to the requests set forth in your June 4, 2020 letter. The information we have provided fully demonstrates that the MDOT Recommendations in the 2012 Hazardous Materials Routing Synopsis Report should be implemented.

Sincerely,

Detroit International Bridge Company

By: 

Dan Stamper  
President

### **Enclosures**

cc: Tony Kratofil  
Matt Chynoweth  
Troy Hagon  
Mark Totten  
Joanne Huls  
Brandon Dillon  
Matthew Moroun  
Russell Jorgenson (FHWA)  
Kevin Kalczynski

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5. Mileage calculations
6. Michigan State Police Crash Data
7. Photographs of fire suppression system
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16. October 24, 2019 letter from Wayne County Sheriff Benny N. Napoleon to Governor Whitmer
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18. January 22, 2020 letter from Representatives Chirkun and Hertel to Governor Whitmer
19. January 28, 2020 letter from Representatives Byrd, Yancey, Robinson, Carter, Love, Tate, Johnson, Garrett and Whitsett
20. September 23, 2020 email from DIBC to Detroit EMS and September 24, 2020 email from DIBC to Detroit EMS
21. September 23, 2020 email from DIBC to Windsor EMS



# Exhibit 1



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

June 4, 2020

Mr. Dan Stamper, President  
Detroit International Bridge Company  
12225 Stephens Road  
Warren, Michigan 48089

Dear Mr. Stamper:

This letter is in response to your email dated May 22, 2020, regarding the Michigan Department of Transportation's (MDOT) process to consider lifting the restriction and allowing the Detroit International Bridge Company (DIBC) to transport hazardous material across the Ambassador Bridge as a regular business practice. To help us evaluate your request, DIBC will need to gather information in two categories: (1) Technical, and (2) Community Outreach and Stakeholder Engagement. These are part of the federal standards applied when considering a change to existing routing designations (49 CFR 397.71). Once DIBC has gathered all the requested information, MDOT would then require a formal request to change the existing designations.

**Technical**

During our last conference call, you indicated that DIBC has installed a fire suppression system on the Ambassador Bridge. Our review of the 2018 annual Ambassador Bridge detailed inspection report did not note the presence of such a system. This may be attributed to being overlooked because we were not aware that the system had been installed, or perhaps DIBC installed the system on the bridge after the 2018 inspection had been completed. If so, DIBC may want to prepare to share the following information:

**System Capacity:**

1. Types and quantities of the placarded non-radiological hazardous material expected to be using the DIBC as the primary route.
2. Describe the DIBC's fire suppression system and the design standard relating to the National Fire Protection Association (NFPA) 502 (Standard for Road Tunnels, Bridges, and other Limited Access Highways.)
3. Indicate the water source for the fire suppression system (if applicable). (Detroit River, Detroit Water and Sewage Department, or the City of Windsor?)
4. Specify any locations of fire hydrants installed and the type of spacing per applicable codes.
5. Describe the necessary adapters used such that the City of Windsor and the City of Detroit fire departments can connect to the system.
6. Describe how the fire suppression equipment will be tested and maintained.
7. If not described above, describe whether the system in place uses dry stand pipes, with a pumping system, or pressurized pipes.

Mr. Dan Stamper  
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Contingency Plan

1. Provide the traffic maintenance plan on the bridge during an incident as well as any specific measures that will be taken during a release to prevent or contain pollution.
2. If there is a fire or hazardous materials spill, provide plans describing what actions will be taken after cleanup to ensure that the bridge is safe for traffic.
3. Provide MDOT with the proposed hazardous materials routing plan, including secondary routes.

Hazardous Spill Mitigation/Cleanup Plan:

1. Provide plans indicating what mitigation efforts are or will be in place to prevent hazardous materials from spilling off the bridge directly into the Detroit River, and into the City of Detroit or City of Windsor storm sewer systems.
2. Provide information showing DIBC employee/contractor knowledge of spill prevention and cleanup requirements for the various hazardous materials and substances such as explosives, inflammable, corrosive, oxidizer, biological, toxic, or radioactive.

Legal

1. DIBC will need to provide MDOT with a "hold harmless" agreement stating that in the event of a hazardous materials spill or release into the Detroit River, all costs associated with the cleanup effort will be borne by DIBC. MDOT and the State of Michigan will not be liable. DIBC will agree to defend and indemnify MDOT and the State of Michigan in all lawsuits arising from such a spill or release. This agreement is subject to the review and approval of the Attorney General.

**Community Engagement:**

In lieu of conducting several public meetings as part of showing commitment from the community, a signed letter of support for lifting the restriction from the following locally elected representatives of the community will be accepted:

1. State Representative Tyrone Carter
2. State Senator Stephanie Chang
3. Mayor Mike Duggan, City of Detroit
4. Wayne County Executive, Warren Evans

**Stakeholder Engagement**

Similarly, MDOT would require a signed letter from the following first responder groups:

1. Fire Department, City of Detroit
2. Fire Department, City of Windsor
3. Emergency Medical Services closest to the bridge in the City of Detroit
4. Emergency Medical Services closest to the bridge in the City of Windsor

Mr. Dan Stamper  
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Thank you for contacting us regarding this matter. We look forward to continued dialogue on this topic and are willing to meet with you to discuss this issue. Should you have additional questions, please contact me at 517-335-1634 or [AjegbaP@Michigan.gov](mailto:AjegbaP@Michigan.gov).

Sincerely,

Paul C. Ajegba, P.E.

Paul C. Ajegba, P.E.  
Jun 4 2020 1:42 PM

Paul C. Ajegba, P.E.  
Director

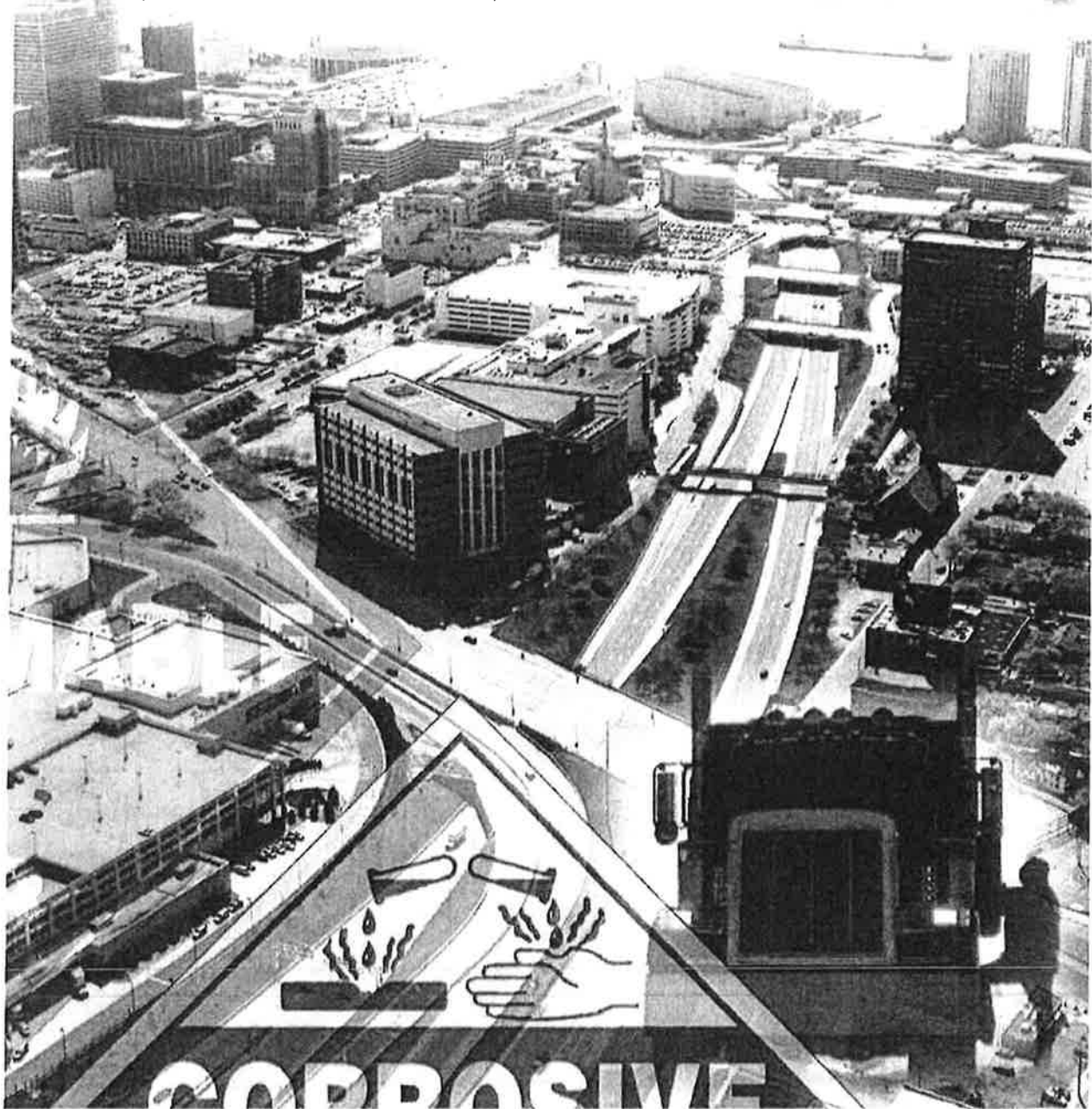
cc: Tony Kratofil  
Matt Chynoweth  
Troy Hagon  
Brandon Dillon  
Kevin Kalczynski  
Matthew Moroun  
Russell Jorgenson (FHWA)

## **Exhibit 2**

MICHIGAN DEPARTMENT OF TRANSPORTATION

# HAZARDOUS MATERIALS ROUTING SYNOPSIS REPORT

Wayne County: Proposed Recommendations



DECEMBER 2012

**HAZARDOUS MATERIALS  
ROUTING SYNOPSIS REPORT**  
Wayne County: Proposed Recommendations



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# 1. SUMMARY

This synopsis report focuses on specific Michigan roads or highways with respect to the transport of hazardous materials. Hazardous material (hazmat) is defined as a substance or material capable of posing an unreasonable risk to health, safety, or property when transported in commerce.<sup>1</sup> This definition underscores the importance of minimizing risk to the public, to the environment, to public and private property (including animals and the built environment), and to hazmat shippers or carriers. Moreover, the definition explains the need for regulatory requirements and strict management of the transport of hazardous materials.

Hazardous materials include elements of everyday life – ranging from petroleum-related substances (such as fuel) and explosives (such as fireworks) to a broad range of materials used in the manufacture of ordinary products, such as fertilizers, detergents, bleaching agents and myriad other goods used or dispensed in households, hospitals, water purification plants, industrial facilities, laboratories, dry cleaners, gas stations, farms and other endeavors or establishments on a daily basis. Hazardous materials are transported by a broad spectrum of transportation modes, including highways, rail, waterways and air, as well as by pipelines.

The Michigan Department of Transportation (MDOT) is the authorized agency responsible for all Non-Radioactive Hazardous Materials (NRHM) routing designations and restrictions or requirements in the state of Michigan. In addition, MDOT works collaboratively with other state agencies, including the Department of Environmental Quality and the Michigan State Police, to administer routing of radioactive materials. Michigan's roads and highways fall into one of two categories – **designated routes** (highways or roads on which hazardous materials may be transported)<sup>2</sup> and **restricted routes** (highways or roads on which hazardous materials may not be transported) or routes that have specific restrictions, such as requirements for escorts, time-of-day restrictions, limitations about specific hazardous materials that may be prohibited and/or other requirements or restrictions. Michigan's hazmat routes and respective restrictions are included in the U.S. Department of Transportation Federal Motor Carrier Safety Administration's National Hazardous Materials Route Registry (NHMRR). The registry is the national repository for NRHM as well as radioactive materials routes.

In November 2008, MDOT received a formal request to change restrictions relative to the designated routes in Wayne County. Subsequent to this request, MDOT has taken the following steps:

- ✓ Commissioned a study focused on the four Wayne County hazardous materials routes
- ✓ Reviewed the findings highlighted in the study
- ✓ Conferred with industry experts and other stakeholders regarding the findings
- ✓ Developed this synopsis report

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<sup>1</sup>U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration, "Glossary," <http://phmsa.dot.gov/hazmat/glossary>. (Accessed Feb. 12, 2012).

<sup>2</sup>Texas Department of Transportation, Texas Transportation Institute. *Public Guidance for Managing Hazardous Materials Transportation in Texas*, 2009.

As part of its review process in considering a change that would impact specific, restricted hazardous materials routes, a study was conducted which focused specifically on the four restricted hazardous materials routes in Wayne County. These four routes existed at the time of federal regulatory changes enacted by the Hazardous Materials Transportation Act of 1994, as amended in 2002. The current restrictions apply to all hazardous materials truck shipments traversing these routes.

As Michigan's designated routing authority, MDOT is required to follow all applicable federal and state laws, regulations, and guidelines, including those specified in Federal Motor Carrier Safety Regulation 49 CFR 397, with respect to possible changes in designated hazardous materials routes. In carrying out hazmat routing responsibilities, MDOT works collaboratively with federal partners, including the Federal Highway Administration (FHWA), the Federal Motor Carrier Safety Administration (FMCSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA) and others. Moreover, MDOT maintains close contact with other state departments of transportation, as well as Canadian partners, to ensure a flow of information and to employ best practices and lessons learned – with respect to safety and other issues, including hazardous materials transport.

This synopsis report is intended to provide information as part of MDOT's efforts to reach out to the public and to inform stakeholders about the following:

- Current hazardous materials routing, including restrictions and requirements,
- The process involved when considering changes to restricted routes and/or related restrictions/requirements,
- The studies and analyses reviewed and utilized in developing this report, and
- MDOT's proposed recommendations for modifications to current restrictions that would impact existing routes in Wayne County (as outlined in the Conclusion of this report).

## 2. INTRODUCTION

Close to a million shipments of hazardous materials traverse the United States daily.<sup>3</sup> Hazmat shipments vary widely in terms of content, size and weight. The transportation modes of shipping hazardous materials also vary. Hazardous materials are transported via highway, rail, air, and waterways, as well as by pipelines. According to the FMCSA, roughly 95 percent of U.S. hazmat shipments are transported by trucks on highways and roads.<sup>4</sup> Also, slightly more than half the hazmat tonnage shipped in the United States is moved by motor carriers (trucks) on highways.<sup>5</sup> Because such significant amounts of hazardous materials are transported on highway routes shared by the public, these shipments must be regulated in a manner that provides utmost safety for human life, the environment, and property.

While ease of travel and the efficient, economic passage of goods and commerce are high priorities, MDOT and its federal partners – the FMCSA and the PHMSA – consider safety to be a paramount consideration when it comes to transportation of hazardous materials. Thus, like all states in the nation, the State of Michigan mandates specific restrictions and imposes certain requirements related to the transportation of hazardous materials on public routes.

Existing hazardous materials routes were established in Michigan on Nov. 14, 1994, and were subsequently reported to the FHWA on March 8, 1995. All ensuing routing designations and restrictions/requirements for transportation of NRHM in Michigan have been established in accordance with regulations.

The key objective of this synopsis report is to provide public information about the required process for hazardous materials routing that includes conducting and evaluating studies and analyses relative to any possible changes, as well as providing recommendations relating to the NHMRR and Wayne County routes. Specific considerations include whether:

- Current restrictions for specific hazardous material classes should remain on each of the four studied routes,
- Current restrictions for certain hazardous material classes should be removed on all, or part of, each of the four routes, and
- New restrictions/requirements concerning specific hazardous materials classes should be added on each, or any, of the four routes.

In summary, this synopsis report:

- Presents an overview of some of the existing hazardous materials routing restrictions currently in place in the state of Michigan, with specificity regarding four restricted hazmat routes in Wayne County,
- Sets forth possible modifications that might impact hazardous materials transport on the four existing routes studied,
- Cites the regulatory authority for hazardous materials routing and MDOT's responsibilities in the process,
- Addresses the roles of MDOT and the public in determining changes to existing restrictions or requirements,
- Describes the technical analyses used in evaluating the subject hazardous materials routes, along with related restrictions, and
- Includes proposed recommendations for changes to existing restrictions or requirements impacting hazardous materials routes in Wayne County.

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<sup>3</sup>National Research Council, Transportation Research Board. *Special Report 283, Cooperative Research for hazardous Materials Transportation: Defining the Need, Converging on Solutions*, Washington, D.C. 2005.

<sup>4</sup>*Federal Register* (Vol. 67, No. 193) – FR DOC 02-25226, Dept. of Transportation, Federal Motor Carrier Safety Administration "Supplemental Information," Oct. 4, 2002.

<sup>5</sup>U.S. Department of Transportation, Research and Innovative Technology Administration (RITA), Bureau of Transportation Statistics, *Hazardous Materials Highlights – 2007 Commodity Flow Survey*, Washington, D.C. January 2011.

### 3. HAZARDOUS MATERIALS

Similar to the definition provided in PHMSA's online glossary, the U.S. Code of Federal Regulations at 49 CFR 397.65 defines "hazardous material" as:

*A substance or material, including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, or property when transported in commerce, and which has been so designated.*

#### 3.1 CLASSES OF HAZARDOUS MATERIALS

Hazardous materials are categorized in nine specific classes. Each class is based on various characteristics of the substance or material, such as physical state and risk potential. Classes are further delineated into divisions, allowing for more detailed specification of the materials or substances. The table that follows highlights key classes and divisions:

**Table 1. Classes and Divisions of Hazardous Materials**

CLASS OR DIVISION	HAZMAT TYPE/CHARACTERISTIC
<b>1</b>	<b>EXPLOSIVES</b>
1.1	Explosives with mass explosion hazard
1.2	Explosives with projection hazard
1.3	Explosive with mass fire hazard
1.4	Explosives with minor hazard, such as ammunition or consumer fireworks
1.5	Very insensitive (chemically stable) explosives, such as blasting agents
1.6	Extremely insensitive detonating substances
<b>2</b>	<b>GASES</b>
2.1	Flammable Gases
2.2	Non-flammable, nonpoisonous, non-toxic compressed gas
2.3	Poisonous Gases (Toxic - by inhalation)
<b>3</b>	<b>FLAMMABLE LIQUIDS (includes COMBUSTIBLE LIQUIDS)</b>
<b>4</b>	<b>FLAMMABLE SOLIDS AND REACTIVE SOLIDS/LIQUIDS</b>
4.1	Flammable Solids
4.2	Spontaneously combustible materials
4.3	Dangerous-when-wet materials
<b>5</b>	<b>OXIDIZERS AND ORGANIC PEROXIDES</b>
5.1	Oxidizers
5.2	Organic Peroxide
<b>6</b>	<b>POISONOUS (TOXIC) MATERIALS AND INFECTIOUS SUBSTANCES</b>
6.1	Poisonous (Toxic) Materials
6.2	Infectious Substances
<b>7</b>	<b>RADIOACTIVE MATERIALS</b>
<b>8</b>	<b>CORROSIVE MATERIALS</b>
<b>9</b>	<b>MISCELLANEOUS MATERIALS/DANGEROUS GOODS</b>

## 4. EXISTING RESTRICTIONS

The State of Michigan currently has nine thoroughfares designated as restricted hazardous materials routes. Four of these routes are located in Wayne County and include:

NAME OF EXISTING HAZARDOUS MATERIALS ROUTE	CURRENT RESTRICTIONS
Ambassador Bridge [Detroit] from Porter Street to Canada [Windsor]	Classes 1, 3, 7 and 8
Windsor Tunnel [Detroit] from Jefferson Avenue to Canada [Windsor]	Classes 1, 3, 7 and 8
State Route M-10 [Detroit] from 8 Mile Road [South] to Wyoming Road	Classes 1 and 3
State Route M-10 [Detroit] from Howard Street to Woodward Avenue [Under Cobo Hall (approx. 1 mile)]	Classes 1 and 3

The aforementioned routes in Wayne County and the pertinent restrictions are included in the NHMRR, the national repository for both NRHM and Radioactive Materials (RAM) routes.

## 5. REASONS FOR REVIEW

On Nov. 20, 2008, MDOT received an official request from the Detroit International Bridge Co. (DIBC) to change the NHMRR and initiate the process to modify current restrictions regarding the transportation of certain hazardous materials across the Ambassador Bridge in Wayne County. Subsequently, MDOT elected to review all existing hazardous materials routes in Wayne County.

On July 13, 2010, MDOT received an additional request from the DIBC (while the review was pending) proposing the restrictions be modified to allow the transport of specific hazardous materials to include escort vehicles accompanying the primary carrier to enhance safety.

## 6. AUTHORITY

The statutory authority over highway routing of hazardous material, which has been delegated to the FMCSA, may be found at 49 USC § 5112. Section 5112(a) provides in part:

- (1) This section applies to a motor vehicle only if the vehicle is transporting hazardous material in commerce for which placarding of the vehicle is required under regulations prescribed under this chapter . . .
- (2) . . . each State and Indian tribe may establish, maintain, and enforce—
  - (A) designations of specific highway routes over which hazardous material may and may not be transported by motor vehicle; and
  - (B) limitations and requirements related to highway routing.

49 CFR 397 provides:

- Routing requirements and procedures that States and Indian tribes are required to follow if they establish, maintain, or enforce routing designations for non-radioactive hazardous material (NRHM),
- Regulations for motor carriers transporting placarded or marked NRHM and procedures for dispute resolutions regarding NRHM routing designations,
- Motor carriers transporting NRHM shall comply with NRHM routing designations of a State or Indian tribe.

MDOT is the designated routing agency responsible for all NRHM routing designations and restrictions in Michigan, MCL 480.11a. These routing designations and restrictions apply to all motor carriers transporting hazardous materials commercially for which the use of placards is required under the Federal Hazardous Materials Regulations.

Examples of hazardous materials placards for Class 3 (Flammable Materials) and Class 8 (Corrosive Materials), two of the nine classifications of hazardous materials (presented in Table 1, page 4), are depicted in the figure that follows:

**Figure 1. Examples of Hazardous Materials Placards**



Trucks carrying most types of hazardous materials are required to display placards identifying the classification of hazmat being transported. This requirement underscores the importance of visually communicating that hazardous material is being transported by the motor carrier and serves as a reminder to other motorists to exercise caution around vehicles displaying hazmat placards.

Responsibility for enforcement of designated hazardous materials routes rests with the Commercial Vehicle Enforcement Division (formerly Motor Carrier Division) of the Michigan State Police.

## 7. ROLES IN DETERMINING RESTRICTIONS OR SPECIFIC REQUIREMENTS FOR TRANSPORT OF HAZARDOUS MATERIALS IN MICHIGAN

As explained earlier, MDOT is the authorized state agency responsible for routing the transport of hazardous materials on Michigan's roads and highways. The public and other stakeholders also have a voice in MDOT's determinations relative to routing restrictions and requirements. An overview of the roles of MDOT and the public concerning routing restrictions/requirements associated with transport of hazardous materials in Michigan follows:

### 7.1 MDOT'S ROLE

MDOT has executed a key role in the routing of hazardous materials in Michigan for many years. As early as 1929, routing restrictions were being developed. In 1994, as a result of federal law, MDOT was recognized as the state's designated routing agency. Thus, the agency is responsible officially for all NRHM routing designations and restrictions/requirements in Michigan. In 1995, routes with specific hazmat restrictions or requirements were "grandfathered in" as existing hazmat routes. Requests by infrastructure owners to change any existing routes or to modify current restrictions or requirements on these routes must be written and presented in hard copy to MDOT. Upon receipt of a request to modify existing hazmat routing requirements or restrictions, MDOT must initiate the process by which to consider a change. MDOT has 18 months after public notification of the proposed recommendations to issue a final decision on the request to modify the existing hazmat routes or restrictions applicable to the respective routes.

In the course of carrying out its various responsibilities, MDOT regularly engages in a broad range of outreach activities to ensure that the public is informed and involved. With respect to this synopsis report and the proposed recommendations and/or changes of restrictions on hazmat routes in Wayne County, MDOT also will allow for public involvement.

### 7.2 THE ROLE OF THE PUBLIC

The requirements for public participation in the hazmat routing process is set forth in 49 CFR 397.71. This federal requirement ensures public participation in the routing process. It requires that the public be given notice of any proposed NRHM routing designation (or change) and a 30-day period in which to comment. Public input will help MDOT recognize and address any concerns about possible impacts of the proposed recommendations. Comments submitted by the public within the designated 30-day period will be considered by MDOT in its final determination.

## 8. ANALYSIS

The analysis for this synopsis report focused on the following major factors:

- 8.1 Truck Crash Rate Estimates on Selected Route Segments
- 8.2 Hazardous Materials Commodity Flow Analysis
- 8.3 Assessment of Potential Consequences on the Selected Routes
- 8.4 Routing Methodology for Selected Routes

## 8.1 TRUCK CRASH RATE ESTIMATES ON SELECTED ROUTE SEGMENTS

This section provides an overview of truck crashes that occurred during a seven-year period (2000-2006) in Wayne County and reviews the number of related hazmat materials releases/spills. It is important to note here that the analysis and related chart provides data about all truck crashes in Wayne County during the seven-year period - not just trucks transporting hazardous materials.

**Table 2. Estimated Annual Truck Crash Rates for Major Roads in Wayne County**

ROUTE	TOTAL MILES	TRUCK CRASHES	ANNUAL TRUCK MILES TRAVELED	CRASH RATE/ 10 <sup>7</sup> MILES
I-275 from Grand River Road to US-24	33	348	102,913,513	1.13
I-96 from I-275 to I-75	21	353	72,265,328	1.63
I-94 from Wayne-Washtenaw Co. line to S-102	39	1076	201,987,542	1.78
I-75 from Wayne-Monroe Co. line to I-96	20	827	84,615,258	3.26
M-10 from Wayne-Oakland Co. line to M-8 (Davidson)	7.5	30	15,156,996	1.05
M-10 from M-8 (Davidson) to M-85 (West Fort Street)	5.6	44	9,508,590	2.60
M-39 from M-10 to Wayne-Monroe Co. line	18	250	29,010,545	2.87
M-5 (Grand River Avenue) from I-96 to US-24	18	14	7,697,111	0.61
US-12 from Wayne-Washtenaw Co. line to Jefferson (Detroit River)	25	278	10,130,848	9.15
M-85 from I-75 to (River Rouge) Junction of M-3	16	109	9,601,774	3.78
M-153 from Wayne-Washtenaw to Wyoming Road (I-94)	20	117	10,693,774	3.65
US-24 from Wayne-Oakland to Wayne-Monroe Co. line	26	337	12,437,261	4.66
Detroit Windsor Tunnel	1	3	203,337	4.92
Ambassador Bridge, including approaches	2	15	3,577,934	1.40

Table 2 demonstrates that expressways - such as I-275, I-94, I-96, M-39, and the northwestern portion of M-10 (highlighted in light gray) - tend to have lower crash rates compared to primary highways, such as US-12, US-24, and M-85. Exceptions include the southeastern portion of M-10 in the metropolitan area of Detroit, I-96 and M-5 (Grand River Avenue). Overall, crash rates for the subject area of I-75, the lower part of M-10 and I-96, are similar to the crash rates for non-divided highways. M-5 (Grand River Avenue) had the lowest overall crash rates of all the routes evaluated. The truck crash rates depicted in Table 2 were applied to the route risk assessment.



### 8.1.1 FREQUENCY OF HAZARDOUS MATERIALS SPILLS ON WAYNE COUNTY ROADS

Hazmat motor carriers involved in accidents that result in spills or releases of hazardous materials are required to file a report with the PHMSA. This information is compiled in the Hazardous Materials Incident Reporting System (HMIRS) database. (For reference, a Hazardous Materials Class and Division list is outlined in Table 1 in Section 3 of this synopsis report.) A review of hazmat motor carrier accidents in Wayne County between 2000 and 2006 revealed 67 reported crashes that resulted in hazardous materials releases or spills. A breakdown of those releases documented in the study period is displayed by hazmat class or division in Table 3 that follows:

**Table 3. Number of Hazardous Materials Releases Due to Truck Crashes in Wayne County over a Seven-Year Period**

CLASS/DIVISION	NUMBER OF HAZMAT RELEASES	PERCENTAGE
2.1	3	4.5%
2.2	6	9.0%
2.3	1	1.5%
3	34	50.7%
5.1	1	1.5%
5.2	1	1.5%
6.1	1	1.5%
8	16	23.9%
9	4	6.0%
<b>TOTAL</b>	<b>67</b>	<b>100%*</b>

\*Rounded

Slightly more than half of the truck crashes that resulted in hazmat releases during the seven-year period involved Class 3 (Flammable Liquids) while the next highest release category was Class 8 (Corrosive Materials). Class 2 (Gases) materials, flammable, non-flammable and toxic gases, were the third-most commonly released substances, representing 15 percent of the total hazardous material releases identified in the study.

In addition to hazmat releases or spills that occur during transportation accidents, the HMIRS database also includes releases or spills that occur while the hazardous materials are being loaded and unloaded, or are in temporary storage. Releases that occurred during loading and unloading and/or related to temporary storage are not included in Table 3. Among the cited data, the HMIRS database lists the location and type of road on which the hazmat incidents occurred, making it possible to determine which crashes occurred on highways built to interstate specifications. Of the 67 incidents in Wayne County involving hazardous materials releases during the seven-year period, 18 incidents (or just over 25 percent) occurred on divided and limited access highways – thoroughfares that meet interstate specifications.

## 8.2 HAZARDOUS MATERIALS COMMODITY FLOW ANALYSIS

This section provides an overview of hazardous materials shipments at designated Michigan checkpoints. Data was obtained by surveying hazardous materials carriers at seven (Michigan) state-operated weigh stations and at the Blue Water Bridge during the fall 2009 (a total of eight Michigan checkpoints). Hazmat motor carrier monitoring was conducted during two eight-hour workdays at each of the following weigh stations, including the Blue Water Bridge:

WEIGH STATION	HIGHWAY
Monroe	I-75 NB
Monroe	I-75 SB
Fowlerville	I-96 WB
Fowlerville	I-96 EB
Grass Lake	I-94 WB
Grass Lake	I-94 EB
Pontiac	I-75
Blue Water Bridge (Customs)	I-69

During the monitoring period, more than 1,200 hazardous materials shipments were tabulated. No estimates were made about the ratio of hazardous materials to total truck shipments. The number of shipments distributed among the various classifications of hazardous materials is presented in Table 4. Class 3 (Flammable liquids) materials dominated, accounting for about 39 percent of all hazardous materials shipments. Class 8 (Corrosive Materials) shipments accounted for roughly 20 percent of all the hazmat shipments in the study, with Class 9 (Miscellaneous Materials/Dangerous Goods) accounting for about 18 percent.

**Table 4. Survey Results: Hazardous Materials Shipments at Eight Michigan Checkpoints**

HAZARDOUS MATERIALS CLASS CODE	NUMBER OF SHIPMENTS	PERCENTAGE OF HAZMAT SHIPMENTS SURVEYED
1.1	1	0.1%
1.2	1	0.1%
1.3	1	0.1%
1.5	1	0.1%
2.1	102	8.3%
2.2	111	9.0%
2.3	17	1.4%
3	477	38.6%
4.1	12	1.0%
4.3	8	0.6%
5.1	10	0.8%
6.1	17	1.4%
6.2	2	0.2%
7	2	0.2%
8	247	20.0%
9	227	18.4%
<b>TOTAL</b>	<b>1,236</b>	<b>100% *</b>

\*Rounded

As part of the survey, the origin and destinations were tabulated for as many of the hazardous materials shipments as possible. Using this data, the distribution of origins and destinations were applied to the entire hazardous materials truck population tabulated. Consequently, it was possible to estimate the number of hazardous materials shipments that were transported to or through Detroit. These shipments represented about 26 percent of the total. The percentages of the hazmat substances being shipped were similar to the breakdown for all of the hazardous materials shipments surveyed - about 41 percent were Class 3 (Flammable Liquids) materials, 27 percent Class 8 (Corrosive Materials) and 22 percent Class 9 (Miscellaneous Materials/Dangerous Goods). The distributions, by hazardous materials classification, of all the inspection results and for those shipments that presumably went to or come from Detroit, are provided in Tables 4 and Table 5, respectively.

**Table 5. Hazardous Materials Shipments to or from Detroit**

HAZARDOUS MATERIALS CLASS CODE	NUMBER OF SHIPMENTS	PERCENTAGE OF HAZMAT SHIPMENTS SURVEYED
1.1	0	0.0%
1.2	0	0.0%
1.3	0	0.0%
1.5	0	0.0%
2.1	6	1.9%
2.2	9	2.8%
2.3	0	0.0%
3	133	41.3%
4.1	6	1.9%
4.3	0	0.0%
5.1	4	1.2%
6.1	4	1.2%
6.2	1	0.3%
7	1	0.3%
8	88	27.3%
9	70	21.7%
<b>TOTAL</b>	<b>322</b>	<b>100% *</b>

\*Rounded

### 8.3 ASSESSMENT OF POTENTIAL CONSEQUENCES ON THE SELECTED ROUTES

This section evaluates the potential consequences of hazardous materials carrier accidents on the four selected hazmat route segments in Wayne County, including the Detroit Windsor Tunnel, the Ambassador Bridge, the segment of M-10 under Cobo Hall, and the lowered section of M-10 between the junction of the interchange with Wyoming Road and the interchange with 8 Mile Road.

The consequences of hazmat releases or spills were analyzed without addressing the likelihood of occurrence. Some assumptions were made regarding the consequences of the releases. The first assumption related to the toxic end point used to estimate consequences. Additional assumptions concerned first responder (emergency personnel) response time, the response behavior of people in vehicles who would be at risk of exposure to the potential hazmat plume, and the response behavior of people residing (or present) near the route that would be in the release plume.

The probability of fatal exposure given the concentration and duration of exposure was applied in conducting the consequence assessment. The number of individuals in vehicles, in residences, or other nearby facilities in the affected area was assumed with a 50 percent potential fatality exposure rate and was used to estimate the consequences of a release. Regarding residents and others in the vicinity of the highway, it was assumed that emergency responders would be able to notify them to shelter in place or to evacuate before the hazmat plume could reach the affected residences and/or other facilities.

Some uncertainties were inherent in the evaluation, and these uncertainties could have impacted the risk assessment results. One of the major uncertainties was associated with the accident rate for each of the route segments. The route segment evaluated was less than a mile. Traffic data averaged over a much longer route segment may not be representative of the traffic density in the short route segment that was evaluated. Varying traffic density also posed a significant unknown.

The analysis applied Wayne County accident data focused on a three-year period. It is possible that accident data for a longer period of time, perhaps during five or more years, might increase the accuracy of the estimate. However, collecting historical data for the past five years or longer may pose other challenges because accident rates have been declining. Traffic counts for each of the evaluated segments might increase the accuracy of the accident rate estimate.

Another uncertainty was associated with the quantity and distribution among the classes/divisions of hazardous materials being transported through Wayne County. While some information was collected on the volume and the classes/divisions of hazardous materials traveling into and out of Wayne County, the available collection points often were distant from Wayne County, making an exact count of hazardous materials shipments in Wayne County difficult to determine. The uncertainty in the distribution of shipments among the various hazardous materials classes and divisions presents an uncertainty that might be mitigated by collecting more data. In spite of the stated uncertainties, a serious attempt was made to perform an objective analysis. While the exact shipment risk data might be uncertain, the relative risk numbers should provide a valid understanding of the classes and divisions of hazardous material shipments that travel through Wayne County.

### 8.3.1 IDENTIFICATION OF POTENTIAL CONSEQUENCES BASED ON HAZARDS

Based on 10 accident scenarios, a risk analysis was performed. The scenarios, which are presented in Table 6, are predicated on specific characteristics of certain hazardous materials that could serve as "triggers" for these hypothetical incidents. These scenarios have been categorized in three outcomes or consequences: fire, chemical release, and explosion. Using these accident scenarios, each of the four routes in Wayne County were analyzed. The results of these analyses were compared with a base risk assessment of the same 10 scenarios on a standard highway. The results of the risk analysis, augmented by other aspects of the research and a thorough review, indicate which classes of hazardous materials should be restricted for each of the four routes, based on each respective route's characteristics and the potential for risk to human life, the environment, property and infrastructure.

Table 6. Risk Analysis Based on Accident Scenarios

ACCIDENT SCENARIO CONSEQUENCE	ACCIDENT SCENARIOS – HAZMAT "TRIGGERS"
Fire	Gasoline Fire
	Propane Fire
Chemical Release	Small Acrolein Release
	Ammonia Release
	Chlorine Release
	Acrolein Release
Explosion	Cold BLEVE
	Hot BLEVE
	Propane VCE
	Gasoline VCE

BLEVE: Boiling Liquid Expanding Vapor Explosion

VCE: Vapor Cloud Explosion

### 8.4 ROUTING METHODOLOGY FOR SELECTED ROUTES

The routing methodology combined the hazmat carrier crash rate data, the commodity flow data, and the consequence analysis; subsequently, this data was applied to the current restrictions on the four Wayne County routes. The next step was to estimate the number of hazardous materials accidents that might occur on the route segments being evaluated. The two discriminating factors were route length and hazmat carrier accident rate differences.

For all the route segments analyzed, restricting (prohibiting) Class 3 (Flammable Liquids) hazardous materials shipments would result in the biggest risk reduction. This is because Class 3 materials represent more than half of the hazmat shipments documented in this study. Although higher fatality rates are projected for other classes of hazardous materials, the higher frequency of accidents involving Class 3 hazmat carriers outweighs the higher consequences of the other classes and divisions of hazardous materials. If transportation of previously restricted hazardous materials was allowed on Wayne County routes, a safeguard could be added by requiring that the hazmat shipment motor carriers travel with an escort vehicle or vehicles. In addition to escorting, another precaution could be added to close the particular route segment being used for a short, controlled distance and/or for a specified period of time.

## 9. ROUTES AND PROPOSED RECOMMENDATIONS

This section contains proposed recommendations for retaining, removing and/or adding hazardous materials class restrictions or requirements on the four restricted routes in Wayne County. The proposed recommendations include suggestions for increasing restrictions or requirements for special measures on some routes, while suggesting limitations or reductions of the shipments of certain classes/divisions of hazardous materials on other routes. As indicated in Section 7.2 of this report, the role of the public is important and will be considered in making a final determination.

There are no recommendations with respect to transportation of Class 6.2 (Infectious Substances) or Class 7 (Radioactive Materials) as they have other regulations that apply. Generally, the transportation of Class 6.2 and Class 7 material is rigorously controlled and subject to strict restrictions.

Table 7 on page 16 summarizes MDOT's proposed recommendations for hazardous materials restrictions and/or changes to the selected hazardous material routes, showing current restrictions and proposed recommended restrictions.

### 9.1 AMBASSADOR BRIDGE [DETROIT] FROM PORTER STREET TO CANADA [WINDSOR]:

The bridge is inherently most vulnerable to explosive materials. As a result of limited escape paths, in the event of a hazmat incident resulting in an explosive-caused fire or a toxic release triggered by an explosion, many vehicle occupants might be trapped and possibly not survive. Toxic releases pose a less significant concern because these releases would be elevated and, thus, are less likely to harm people below the bridge, although there is still obvious risk. Corrosives, while not specifically evaluated, would have smaller hazmat release plumes compared to explosive materials. However, many corrosive materials are recognized water contaminants. Lastly, the recommendation to permit motor carriers with placards to transport Class 3 (Flammable Liquids) would allow the movement of gasoline and other fuels needed to supply fuel stations and other facilities in areas of Michigan with changing demographics that require readily available fuel supplies.

A request for escorts (accompanying vehicles) for shipments on NRHM routes has been analyzed. Based on the research, it has been determined that vehicular escorts provide an acceptable alternative to restricting certain hazardous materials through the use of protective measures. The requirement for escorts - as an additional means to reduce risk - was recommended as a viable approach based on key variables, including the length of the route, speed of traffic, and control of the traffic.

#### **PROPOSED RECOMMENDATION:**

- Restrict Class 1
- Require the use of escort vehicles for all allowable hazardous materials (Class 2, 3, 4, 5, 6, 6.1, 8, and 9).
- Escort vehicles may be subject to additional federal, state, or local permit requirements with regard to the type of escort vehicles, special markings, time of day, and/or day of the week.

*NOTE: See Table 7 for information regarding Class 6.2 and Class 7.*

## 9.2 WINDSOR TUNNEL [DETROIT] FROM JEFFERSON AVENUE TO CANADA [WINDSOR]:

The tunnel is inherently most vulnerable to hazardous materials due to the limited ability of vehicle occupants to avoid toxic fumes in the tunnel. The ventilation system inside the tunnel might contribute to (exacerbate) or impede escape with respect to hazmat incidents. If the ventilation system were kept on, the air supply could fan any fires and make the conditions in the impacted section of the tunnel worse. In the case of toxic gas and liquid spills, if the ventilation system were kept on, one has to consider the possibility (and resultant consequences) of toxic gases being discharged from, or distributed through, the ventilation system. The dilution of the hazardous materials would be a function of the number of ventilation zones in the tunnel affected by the release. For spills of toxic liquids, the impact could be significant because gravity would allow the spill to travel toward the lowest point in the tunnel, consequently causing more of the toxic gases to flow into the ventilation system. While the video surveillance system would allow tunnel managers to identify dangerous situations quickly, the number of individuals that might be trapped in the tunnel and the lack of any safe escape portals from the tunnel decrease the likelihood of escape. Escape portals are present in most modern tunnels longer than 500 meters, but presently not installed in the Windsor Tunnel.

### PROPOSED RECOMMENDATION:

- Restrict all placarded vehicles.

*NOTE: See Table 7 for information regarding Class 6.2 and Class 7.*

## 9.3 STATE ROAD M-10 [DETROIT] FROM HOWARD STREET TO WOODWARD AVENUE [UNDER COBO HALL (APPROXIMATELY 1 MILE)]:

The route under Cobo Hall is a function of the configuration of the route that creates a "de facto" tunnel, and, as such, there is a need to protect the adjacent downtown area of Detroit, as well as the highway infrastructure. An explosion under the building would pose an obvious risk to the building structure and to people inside and immediately outside of the building, as well as to those on the affected highway. Many of the types of plumes from a hazmat release resulting from a crash near, or under, Cobo Hall have the potential to impact Detroit's highly populated downtown business district.

### PROPOSED RECOMMENDATION:

- Restrict all placarded vehicles.

*NOTE: See Table 7 for information regarding Class 6.2 and Class 7.*

## 9.4 STATE ROUTE M-10 [DETROIT] FROM 8 MILE ROAD [SOUTH] TO WYOMING ROAD:

For the lowered section of the M-10 (John C. Lodge Freeway) from 8 Mile Road to Wyoming Road, restricting the transport of gases and liquids is recommended. These restrictions would be in addition to the current restrictions on Class 1 (Explosives) and Class 3 (Flammable Liquids) materials. In the event of a hazmat release, the vertical walls surrounding the lowered highway could confine spills of gas, extend the hazardous concentration farther down the roadway and delay the dissipation of potentially hazardous plumes. Safe escape routes would be limited to existing ladders along M-10's vertical walls, thus limiting safe escape routes for vehicle occupants. The risk would be reduced on road sections that are lowered but with sloped, rather than vertical, walls. Based on analysis of the data, which examined the potential for a hazardous gas (Class 2 material) involved in an accident to combust or vaporize rapidly - presenting the potential for high risk - Class 2 (Gases) hazardous materials also should be restricted.

### PROPOSED RECOMMENDATION:

- Restrict Classes 1, 2, 3, 5, 6 and 8.

*NOTE: See Table 7 for information regarding Class 6.2 and Class 7.*



Table 7 summarizes the proposed recommendations for hazardous material restrictions and/or changes on the selected hazardous materials routes.

**Table 7. Proposed Recommendations for Hazardous Materials Restrictions on Selected Hazardous Materials Routes\***

MDOT PROPOSED RECOMMENDED HAZARDOUS MATERIALS CLASS RESTRICTIONS FOR HAZARDOUS MATERIALS ROUTES																			
NAME OF EXISTING ROUTE	CURRENT RESTRICTIONS									PROPOSED RECOMMENDED RESTRICTIONS									ADDITIONAL RESTRICTIONS OR COMMENTS
	CLASS NUMBERS									CLASS NUMBERS									
	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	
Ambassador Bridge [Detroit] from Porter Street to Canada [Windsor]																			Require escort(s) for Classes 2-6.1 and 8-9; subject to further restrictions
Windsor Tunnel [Detroit] from Jefferson Avenue to Canada [Windsor]																			Prohibit all placarded vehicles
State Route M-10 [Detroit] from Howard Street to Woodward Avenue (under Cobo Hall (approximately 1 mile))																			Prohibit all placarded vehicles
State Route M-10 [Detroit] from 8 Mile Road (South) to Wyoming Road																			None

No Restrictions    
  Full Class    
  Partial Class (see note below)    
  Other Regulations Apply (see note below)

*\*NOTE: For Partial Class and Other Regulations Apply, there are no recommendations with respect to transportation of Class 6.2 (Infectious Substances) or Class 7 (Radioactive Materials) as they have other regulations that apply. Generally, the transportation of Class 6.2 and Class 7 material is rigorously controlled and subject to strict restrictions.*



# 10. CONCLUSION

The information presented in this synopsis report is based on a review of the comprehensive study, other research and discussion with experts. It highlights hazardous materials transportation issues affecting four restricted hazardous materials route segments in Wayne County, ranging from the types (classes and divisions) of hazardous materials to the levels of risk and relative numbers of hazmat shipments. This synopsis acknowledges the risks of hazardous materials transport to the motoring public, property owners, the environment, critical infrastructure, local communities, and the citizens of Michigan and Canada. The transportation of these materials, however, is essential to daily life and the economic vitality of Wayne County and the state of Michigan. Therefore, reasonable restrictions and added safeguards that address potential risks are essential. Safety continues to be a primary concern.

MDOT proposes that the existing routes be modified to reflect the proposed recommendations presented in Section 9 of this synopsis report. In some cases, the use of effective protective measures, including escort vehicles on limited routes and possible time-of-day restrictions, would be acceptable as reasonable approaches to reduce risks. By reviewing various studies and analyses, MDOT evaluated existing hazardous materials routes with respect to suitability for the transportation of specific hazardous materials/substances and the potential impact on each of four routes in the event of a crash and potential release or spill of these materials. Based on the research and the review of many factors for safe routing of hazardous materials, MDOT developed proposed recommendations for the selected routes. These proposed recommendations are highlighted in the chart that follows:

NAME OF EXISTING ROUTE	CURRENT RESTRICTIONS	PROPOSED RECOMMENDED RESTRICTIONS*
Ambassador Bridge [Detroit] from Porter Street to Canada [Windsor]	Classes 1, 3, 7 and 8	Restrict Class 1  Require the use of escort vehicles for all allowable hazardous materials (Classes 2, 3, 4, 5, 6, 6.1, 8, and 9)  Escort vehicles may be subject to additional state or local permitting requirements specifying type of escort vehicles, special markings, time of day, and/or day of the week
Windsor Tunnel [Detroit] from Jefferson Avenue to Canada [Windsor]	Classes 1, 3, 7 and 8	Restrict all classes
State Route M-10 [Detroit] from Howard Street to Woodward Avenue [Under Cobo Hall (approximately 1 mile)]	Classes 1 and 3	Restrict all classes
State Route M-10 [Detroit] from 8 Mile Road [South] to Wyoming Road	Classes 1 and 3	Restrict Classes 1, 2, 3, 5, 6 and 8

\*Note: See Table 7 for information regarding Class 6.2 and Class 7.

## 11. REFERENCES

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- National Research Council, Transportation Research Board. *Special Report 283, Cooperative Research for Hazardous Materials Transportation: Defining the Need, Converging on Solutions.* Washington, D.C. 2005.
- Texas Department of Transportation, Texas Transportation Institute. *Public Guidance for Managing Hazardous Materials Transportation in Texas.* 2009.
- U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration, “Glossary,” <http://phmsa.dot.gov/hazmat/glossary>.
- U.S. Department of Transportation, Research and Innovative Technology Administration (RITA), Bureau of Transportation Statistics, *Hazardous Materials Highlights – 2007 Commodity Flow Survey.* Washington, D.C. January 2011.

## 12. ACRONYMS

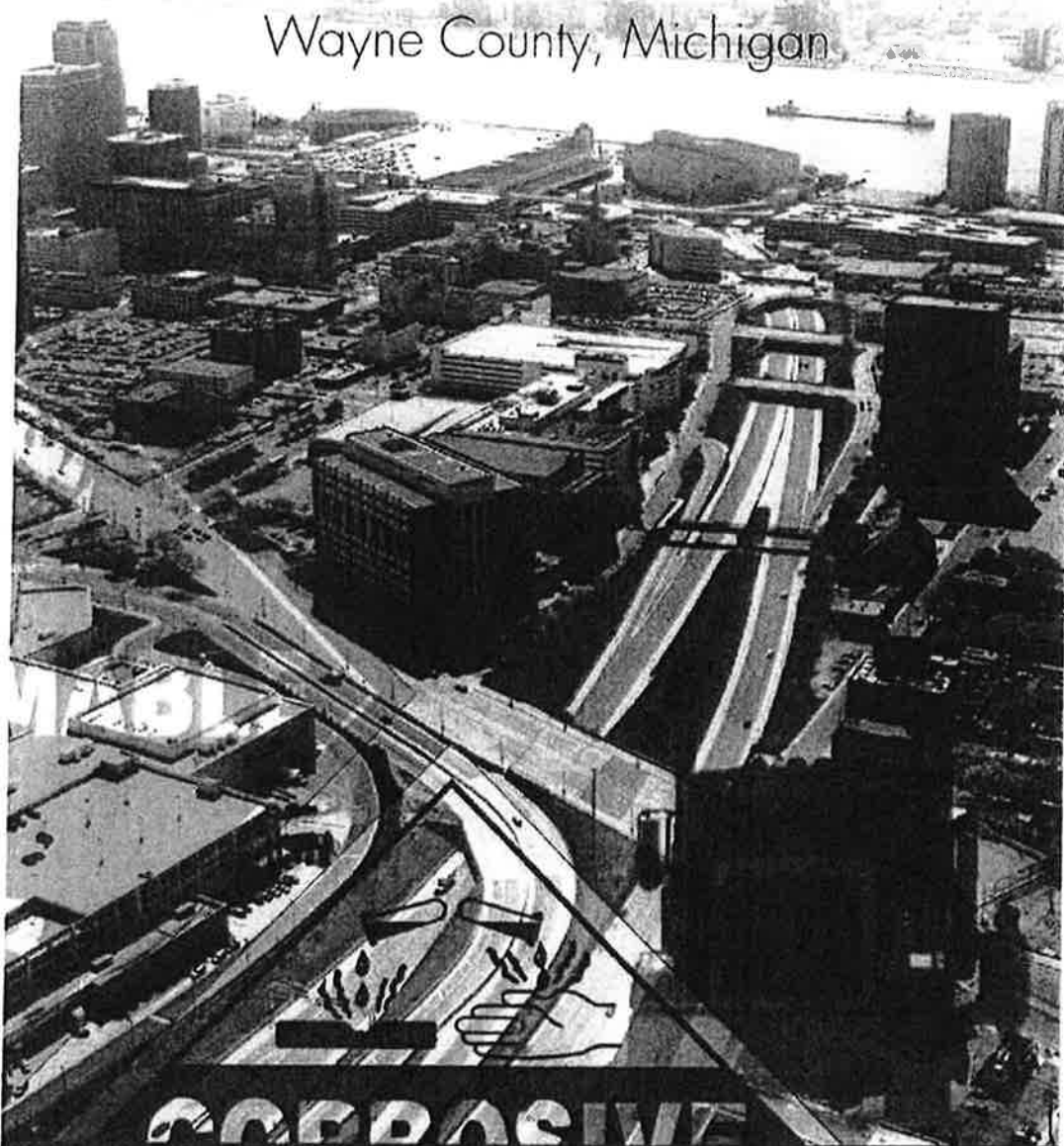
- BLEVE – Boiling Liquid Expanding Vapor Explosion
- CFR – Code of Federal Regulations
- FHWA – Federal Highway Administration
- FMCSA – Federal Motor Carrier Safety Administration
- HMIRS – Hazardous Materials Incident Reporting System (a transportation regulation)
- MCL – Michigan Compiled Laws
- MDOT – Michigan Department of Transportation
- NHMRR – National Hazardous Materials Route Registry
- NRHM – Non-Radioactive Hazardous Materials
- PHMSA – Pipeline and Hazardous Materials Safety Administration
- RAM – Radioactive Materials
- U.S. – United States
- USC – United States Code
- USDOT – United States Department of Transportation
- VCE – Vapor Cloud Explosion

## **Exhibit 3**

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

# A GUIDE FOR PROPOSED CHANGES TO THE NON-RADIOACTIVE HAZARDOUS MATERIALS ROUTING DESIGNATIONS

Wayne County, Michigan



**NON-RADIOACTIVE**

**Why Here? Why MDOT? Why Now?**

# THE REVIEW PROCESS

## Why Here?

- Four of Michigan's nine restricted routes are located in Wayne County
- Request from the owner to modify current restrictions on the Ambassador Bridge

## Why MDOT?

- MDOT is the authorized agency in Michigan responsible for Non-Radioactive Hazardous Materials (NRHM) routing designations, restrictions and requirements.
- Applicable federal and state laws/regulations include:
  - 49 USC §5112
  - 49 CFR 397
  - MCL 480.11a

## Why Now?

- Request for change submitted November 2008
- Public outreach step in the review process

## STEPS INVOLVED

- ✓ Request Change
- ✓ Initiate Process
- ✓ Conduct Studies
- ✓ Review Data
- ✓ Propose Changes
- Stakeholder Collaboration
- Public Outreach/Comments
- Consider Comments
- Final Determination

## SPECIFIC CONSIDERATIONS

- Should current restrictions remain?
- Should current restrictions be removed?
- Should new restrictions or requirements be added?

## KEY POINTS

MDOT is designating Michigan roadways where NRHM should be restricted and/or cannot travel, not where it can go. NRHM can be transported on non-restricted roads and bridges.

The synopsis report is preliminary. No final decision has yet been made. Studies and technical analysis were the basis of the synopsis report issued in December 2012. This is the time for MDOT to receive and consider public comments and other information before making a final determination. The safety of citizens and the traveling public is a primary concern.

While MDOT is responsible for placing restrictions on transportation routes, the Michigan State Police and/or local police authorities are responsible for enforcing the restrictions.

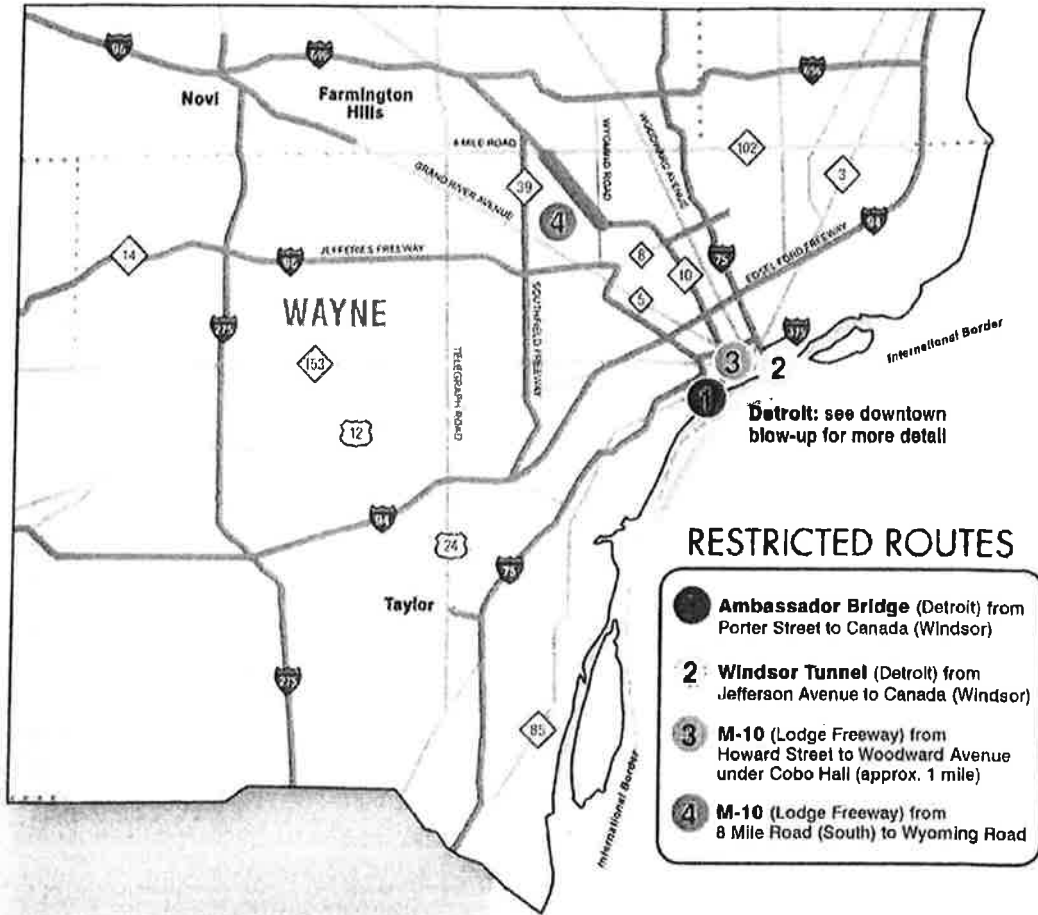
# HAZARDOUS MATERIALS TRANSPORTATION

Hazardous materials are commonly transported through Michigan by truck, rail, and ferry. Numerous businesses in Michigan use or manufacture goods in the hazardous product and waste classes. These products range from fuel to detergents to household batteries. While serious incidents with these materials are not common, incidents do occur. The use of placarded truck routes for hazardous materials maximizes opportunities for quick action by emergency responders, while maintaining any possible exposure to risk to safeguard motorists and the general public. These routes may be designated with restrictions, have limits on hazardous materials, prohibit the transportation of specific materials, or have other requirements.

***Hazardous materials include elements of everyday  
life and are located in every neighborhood.***



# HAZARDOUS MATERIALS RESTRICTED ROUTES



**RESTRICTED ROUTES**

- **1 Ambassador Bridge** (Detroit) from Porter Street to Canada (Windsor)
- **2 Windsor Tunnel** (Detroit) from Jefferson Avenue to Canada (Windsor)
- **3 M-10 (Lodge Freeway)** from Howard Street to Woodward Avenue under Cobo Hall (approx. 1 mile)
- **4 M-10 (Lodge Freeway)** from 8 Mile Road (South) to Wyoming Road

## FAST FACTS

- There are approximately 7,085 miles of roadways and highways in Wayne County.
- Approximately 7 miles, only a small portion of the total, are restricted routes.
- Current routes and restrictions were established in the 1990s.
- Restrictions apply only to placarded vehicles.
- Completion of the Gateway Project in 2012 connected the Ambassador Bridge to I-75.

## RISKS

Factors and considerations for safest routes based on primary risks:

- Technical Analysis
- Population Density
- Type of Highway
- Type of Hazardous Materials
- Emergency Response Capabilities

The proposed changes modify current route restrictions and add protective measures to reduce risks.



## FREQUENTLY ASKED QUESTIONS

**Question:** Who is responsible for enforcing routing restrictions?

**Answer:** Michigan State Police and/or local police authorities.

**Question:** Who responds to a Non-Radioactive Hazardous Materials emergency?

**Answer:** Local, state, and federal emergency response and recovery resources.

**Question:** Can hazardous materials be transported across other international crossings in Michigan?

**Answer:** Yes, at the Blue Water Bridge, the International Bridge, and the Detroit-Windsor Truck Ferry.

**Question:** Are restrictions in place at the other international bridges in Michigan for the transportation of hazardous materials?

**Answer:** Yes, each bridge has specific restrictions.

**Question:** Why are placards used on trucks?

**Answer:** Trucks carrying most types of hazardous materials are required to display placards identifying the classification of the hazardous materials being transported.

**Question:** What credentials are required to drive trucks transporting hazardous materials?

**Answer:** Truck operators must have a Commercial Driver License (CDL) with a valid hazardous materials endorsement.

**Question:** When will MDOT make a final determination?

**Answer:** No later than June 20, 2014 (18 months after the release of the synopsis report).



# HAZARDOUS MATERIALS RESTRICTED ROUTES

## Summary of Proposed Changes

ROUTES	CURRENT RESTRICTIONS									PROPOSED CHANGES								
	CLASS NUMBERS									CLASS NUMBERS								
	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9
<b>1</b>																		
<b>2</b>																		
<b>3</b>																		
<b>4</b>																		

- No Restrictions       Partial Class (see note below)
- Full Class             Other Regulations Apply (see note below)

*\*NOTE: For Partial Class and Other Regulations Apply, there are no recommendations with respect to transportation of Class 6.2 (Infectious Substances) or Class 7 (Radioactive Materials) as they have other regulations that apply. Generally, the transportation of Class 6.2 and Class 7 material is rigorously controlled and subject to strict restrictions.*

- 1** Ambassador Bridge [Detroit] from Porter Street to Canada [Windsor]  
ADDITIONAL RESTRICTIONS OR COMMENTS: Require escort(s) for Classes 2-6.1 and 8-9; subject to further restrictions.
- 2** Windsor Tunnel [Detroit] from Jefferson Avenue to Canada [Windsor]  
ADDITIONAL RESTRICTIONS OR COMMENTS: Prohibit all placarded vehicles.
- 3** M-10 [Lodge Freeway] from Howard Street to Woodward Avenue [under Cobo Hall (approximately 1 mile)]  
ADDITIONAL RESTRICTIONS OR COMMENTS: Prohibit all placarded vehicles.
- 4** M 10 [Lodge Freeway] from 8 Mile Road (South) to Wyoming Road  
ADDITIONAL RESTRICTIONS OR COMMENTS: None.

# HAZARDOUS MATERIALS

## Classes and Divisions

CLASS OR DIVISION	HAZMAT TYPE/CHARACTERISTIC
<b>1</b>	<b>EXPLOSIVES</b>
1.1	Explosives with mass explosion hazard
1.2	Explosives with projection hazard
1.3	Explosive with mass fire hazard
1.4	Explosives with minor hazard, such as ammunition or consumer fireworks
1.5	Very insensitive (chemically stable) explosives, such as blasting agents
1.6	Extremely insensitive detonating substances
<b>2</b>	<b>GASES</b>
2.1	Flammable Gases
2.2	Non-flammable, nonpoisonous, non-toxic compressed gas
2.3	Poisonous Gases (Toxic - by inhalation)
<b>3</b>	<b>FLAMMABLE LIQUIDS (includes COMBUSTIBLE LIQUIDS)</b>
<b>4</b>	<b>FLAMMABLE SOLIDS AND REACTIVE SOLIDS/LIQUIDS</b>
4.1	Flammable Solids
4.2	Spontaneously combustible materials
4.3	Dangerous-when-wet materials
<b>5</b>	<b>OXIDIZERS AND ORGANIC PEROXIDES</b>
5.1	Oxidizers
5.2	Organic Peroxide
<b>6</b>	<b>POISONOUS (TOXIC) MATERIALS AND INFECTIOUS SUBSTANCES</b>
6.1	Poisonous (Toxic) Materials
6.2	Infectious Substances
<b>7</b>	<b>RADIOACTIVE MATERIALS</b>
<b>8</b>	<b>CORROSIVE MATERIALS</b>
<b>9</b>	<b>MISCELLANEOUS MATERIALS/DANGEROUS GOODS</b>

Hazardous materials are categorized in nine specific classes. Each class is based on various characteristics of the substance or material, such as physical state and risk potential. Classes are further delineated into divisions, allowing for more detailed specification of the materials or substances.

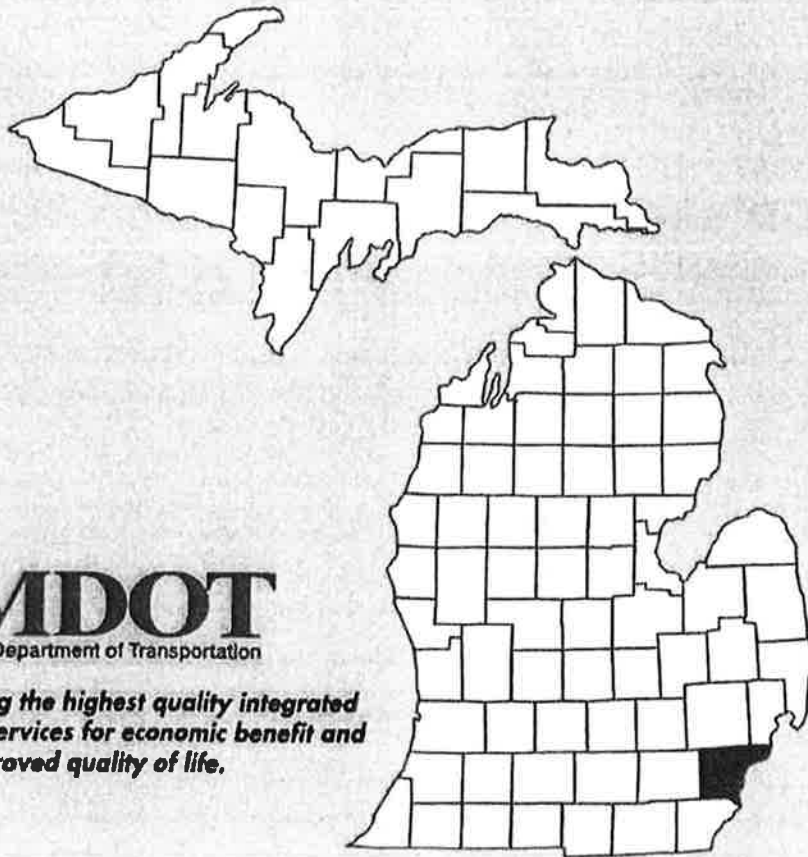
## PUBLIC COMMENTS

Members of the public are encouraged to furnish comments to MDOT at the public hearing or in writing, summarizing a substantive and factual basis for support or opposition.

For consideration in the final determination, written comments must be received on or before May 27, 2013. Submit comments to:

**Robert H. Parsons**  
**Public Involvement and Hearings Officer**  
**MDOT Bureau of Highway Development**  
**P.O. Box 30050**  
**Lansing, MI 48909**

**E-mail: [parsonsb@michigan.gov](mailto:parsonsb@michigan.gov)**  
**FAX: 517-373-9255**



***MDOT: Providing the highest quality integrated  
transportation services for economic benefit and  
improved quality of life.***

**[WWW.MICHIGAN.GOV/MDOTSTUDIES](http://WWW.MICHIGAN.GOV/MDOTSTUDIES)**

Public Hearing, April 25, 2013

## **Exhibit 4**

## Kevin Kalczynski

---

**Subject:** FW: [EXTERNAL] Re: FW: [EXTERNAL] Fwd: Hazardous Material Routing

----- Forwarded message -----

From: **Hagon, Troy (MDOT)** <[HagonT@michigan.gov](mailto:HagonT@michigan.gov)>

Date: Thu, Nov 14, 2019 at 4:02 PM

Subject: Hazardous Material Routing

To: [brandon@winmattgroup.com](mailto:brandon@winmattgroup.com) <[brandon@winmattgroup.com](mailto:brandon@winmattgroup.com)>

Cc: Ajegba, Paul (MDOT) <[Ajebap@michigan.gov](mailto:Ajebap@michigan.gov)>, Poole, Elaine A. (MDOT) <[PooleE@michigan.gov](mailto:PooleE@michigan.gov)>, Cranson, Jeff (MDOT) <[CransonJ@michigan.gov](mailto:CransonJ@michigan.gov)>, Polsdofer, Mark (MDOT) <[PolsdoferM@michigan.gov](mailto:PolsdoferM@michigan.gov)>, Gallimore, Janie (MDOT) <[GallimoreJ@michigan.gov](mailto:GallimoreJ@michigan.gov)>

November 14, 2019

Brandon,

See answers below in **red**.

1. Does MDOT still have on file a copy of the most recent public comment record for the public meeting that was held regarding the routing of hazardous material on the Ambassador bridge? **Yes**

[From our MDOT website:](#)

**Public Hearing and Comments:**

An information packet containing documents relating to public involvement and outreach in the review process, including transcripts from the April 25, 2013 public hearing (and all exhibits and documents presented during the hearing or submitted for the record), and written public comments received from Dec. 20, 2012 through May 27, 2013, may be ordered from MDOT Publications. Prepayment of \$16 is required, publication #115. The document also is available for public review through at least July 26, 2013 at the review sites listed in the legal notice.

2. Is hazardous material routed over the Bluewater bridge and International bridge? Yes based on “grandfather” clause. The I-Bridge does have HazMat crossing, and they must be eligible for entry and cleared by US Customs and Border Protection (South entering Michigan. For USCBP that includes radiation and Backscatter X-ray scans of all the loads) or Canada Border Services Agency (North leaving Michigan for Canada). All commercial loads are required to file and report to the respective federal customs agencies their load, in advance of crossing the bridge and prior to their arrival at the respective port of entry.

The BWB does carry hazmat and they also must be eligible for entry and cleared by US Customs and Border Protection (West entering Michigan); additionally, this would include radiation and x-ray scans of all the loads. As for Canada Border Services Agency (East entering Ontario), I am unsure of their procedures for entry into Ontario with a hazmat load. All commercial loads are required to file and report to the respective agencies and prior to arrival at the port of entry, however, at this time the arrival is not then communicated to BWB by way of CBP or CBSA, again, the BWB only answers questions if they call to inquire about a hazmat load.

3. Will hazardous material be allowed to be routed over the Gordie Howe International Bridge? Safety features will allow trucks with hazardous materials to use the bridge.
4. If hazardous material is routed over the Bluewater bridge and International bridge, what are the average yearly trips for hazardous material on both bridges? The I-Bridge commercial volumes are not high and their loads are escorted by IBA staff (for both entry and exit from Michigan). The I-Bridge requires all escorted and permitted loads to schedule with them 24 hours in advance. (Total escorted loads are a small percentage of the 90-100k commercial crossings they see annually. Total escorted loads is under 1000 annually at IBA depending on the year, and that includes oversized semi loads which are not hazmat. The final actual count of hazmat escort crossings conducted this past year on the I-Bridge was 207. The prior year the I-Bridge did 320 commercial hazmat escorted crossings.

The BWB does have large volumes of commercial traffic but other than wide loads or other requested escorts, the BWB does not escort these types of loads. They also require no less than 24 hours advance notice for any escorted loads.

The BWB does believe their hazmat crossings to be somewhere between 2,500 and 3,000 loads per year; at this time this is just a guesstimate from BWB operations staff.

5. If hazardous material is routed over the Bluewater bridge and International bridge, what is the number of incidents involving hazardous material on both bridges? The I-Bridge has been hazmat incident-free for 57 years of operations. (They did have a semi fuel/hazmat diesel spill about 3 years ago on the toll plaza though which was contained, and resulted in 90 min closure for containment and cleanup. This was a truck fuel tank leak, not a release from a commercial load. The I-Bridge last tested a full scale live exercise (including hazmat response) with both communities/countries and the USCG through the Sector Sault Area Maritime Security Committee (AMSC) in 2010.



According to the current documents retained by the BWB, they have experienced one incident that occurred on 6/5/13, the spill occurred on Span 2 (Canadian bound) and required a full closure of the span from 11:30 PM to 8:45 AM on 6/6/13; during the closure traffic went into a single span operation with traffic both east and west bound utilizing the second span. The incident occurred on the Canadian owned portion of the bridge and all clean-up was performed by the Canadian owner and maintenance staff. This incident was on the Canadian-owned portions (they are a foreign country) and they may or may not agree with our description.

The BWB recently (approximately three months ago) met with first responders from the Port Huron Fire Department and are currently working on updating the spill containment procedures. In addition, the BWB is working with first responders to secure a small scale trailer with necessary supplies should an incident occur and first response vehicles cannot gain access to the plaza, the trailer will remain on the plaza for immediate access.

6. If hazardous material is routed over the Bluewater bridge and International bridge, do both structures have fire suppression? Or incident management plans? Due to the physical size of the I-Bridge structure, there is not 100% coverage of the bridge and they do not have an automated fire suppression system.

The I-Bridge DOES have fire suppression in the form of **2 dry risers** to pump water from ground to deck level for each arch for use by the fire departments who are their primary responders. They test annually with both the US and Canadian fire departments in both countries. Both responding fire departments have cross-compatibility with their equipment and the respective dry riser connections. With their equipment the I-Bridge can cover 100% of the bridge deck of the respective bridge arches.

Water source is virtually unlimited provided the risers are not affected in anyway. ie. The fire departments will pump from the respective locks or canals to pressurize the riser to maintain continuous water to the bridge deck. Any other location on the bridge the fire department would utilize pumper and tanker trucks.

The I-Bridge does have an incident management plan in place for the bridge, with copies shared with both Customs, fire departments in each city, Cities of Sault Ontario and Michigan and their respective 911 offices, and each owner of the bridge (FBCL and MDOT Safety and Security). Through FBCL, Transport Canada also has a copy of the plan. There are also copies and coordination with the Army Corps of Engineers for the Soo Locks, Parks Canada for the I-Bridge easement over their property and canal, and the USCG to cover the area under their responsibility and jurisdiction over the St Mary's River and waterway. The I-Bridge plan is to be used in conjunction with the MDOT Emergency Response Plan and other related plans.

The Blue Water Bridge also due to size does not have 100% coverage of the bridge and they also do not have an automated fire suppression system on the MDOT owned portion of the spans, I am unsure if FBCL has an automated fire suppression system.

The BWB has fire hydrants on the elevated plaza which would assist in providing water suppression activities along with the ability for first responders to pump water from below and onto the deck surface.

The BWB also has an incident management plan in place for the bridge with copies shared with CBP and first responders. Additionally, MDOT Safety and Security also has a copy of the BWB incident management plan, they also use the MDOT Emergency Response Plan and other related plans.

**The BWB has a spill containment system as well on the plaza just east of the tolling operations. They have a large containment area on the elevated plaza, along with drains in strategic areas on the plaza that are arch basins which lead to the large storage container. If a spill were to occur on the spans and the liquid could not be contained, it would flow to the plaza and into one of the catch drains and over to the large storage containment system. The BWB added the containment features in the late 1980s or the early 1990s, as a result of the volume of hazmat crossing and it was a method to prevent spills into the St Clair river.**

**Additionally, the system has a secured hatch that would be used to remove any of the contaminants without entering into the water systems.**

7. If hazardous material is routed over the Bluewater bridge and International bridge, why does the community associated with the Ambassador bridge carry more weight in denying routing than the communities associated with the Bluewater bridge and International bridge? In the process of considering a routing change for hazardous materials, weighting of elements in the determination is up to the routing agency executive for final decision. Public participation is required as part of the process. BWB and IBA have been “grandfathered in”.

From our synopsis report:

## 7.2 THE ROLE OF THE PUBLIC

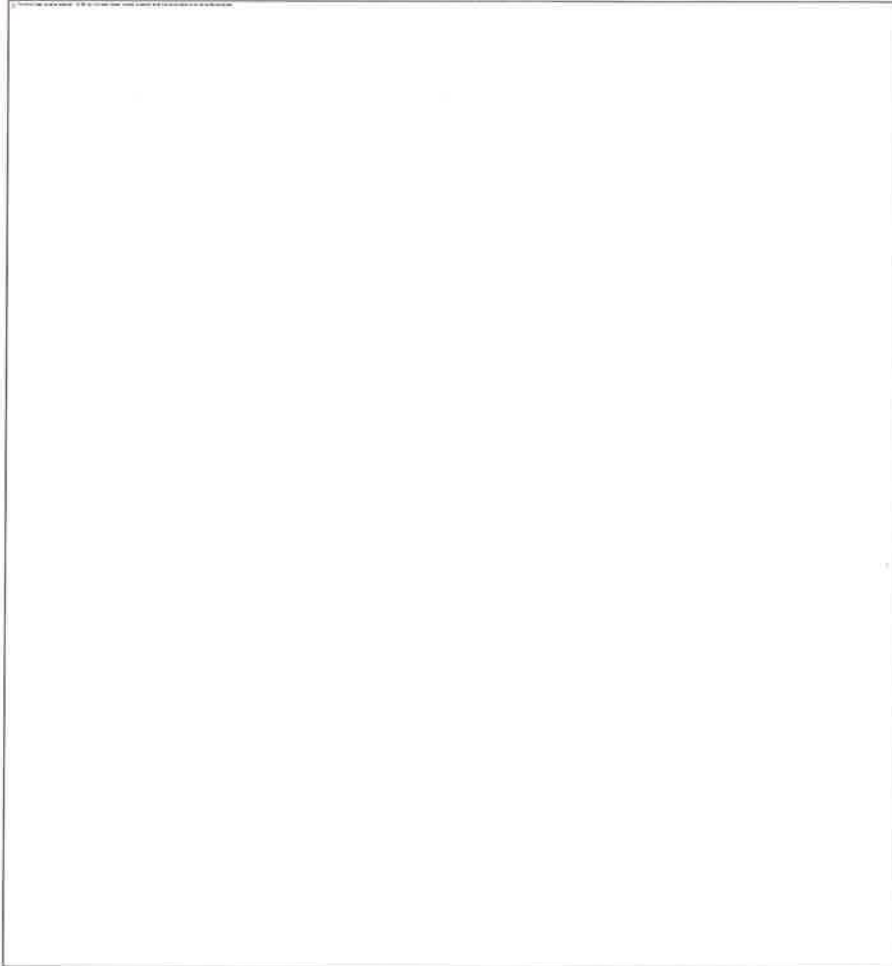
The requirements for public participation in the hazmat routing process is set forth in 49 CFR 397.71. This federal requirement ensures public participation in the routing process. It requires that the public be given notice of any proposed NRHM routing designation (or change) and a 30-day period in which to comment. Public input will help MDOT recognize and address any concerns about possible impacts of the proposed recommendations. Comments submitted by the public within the designated 30-day period will be considered by MDOT in its final determination.

8. What is the average yearly trips of hazardous material by freight rail across Michigan’s international borders? If available, this information would be created and maintained by the private rail companies.
9. Would it be possible to use 2011-2016 traffic analysis numbers instead of the timeframe that was utilized in the most recent Ambassador bridge hazardous material routing study? See below for the process.



From our MDOT website:

Hearing Brochure, April 25, 2013:



If I can be of any further assistance regarding this matter do not hesitate to contact me.

Sincerely,

Troy

--  
Brandon Dillon

The WinMatt Group

616-295-6563

# Exhibit 5

Current hazardous material crossings on an annual basis

- Blue Water Bridge = 2500-3000
- Detroit-Windsor Ferry = 10,400 to 13,000

Assume that if restrictions on Class 3 and Class 8 hazardous materials on the Ambassador Bridge are lifted, 50% of hazardous materials traffic at Blue Water Bridge and Detroit-Windsor Ferry would use the Ambassador Bridge. The chart below calculates the number of new hazardous material crossings at the Ambassador Bridge based off of the foregoing estimates.

<b>50% of Blue Water</b>	<b>50% of Ferry</b>	<b>Total</b>
1250 (low estimate) +	5200 (low estimate) =	6450 (low estimate)
1500 (high estimate) +	6500 (high estimate) =	8000 (high estimate)

Calculate decrease in mileage driven on US roads based on foregoing assumptions:

- 67.7 miles from Ambassador Bridge to Blue Water Bridge
  - o 1250 (low estimate) x 67.7 = 84,625 miles
  - o 1500 (high estimate) x 67.7 = 101,550 miles

Calculate decrease in mileage though Delray neighborhood based on foregoing assumptions:

- 2.7 miles from I-75 to the Detroit-Windsor Truck Ferry
  - o 5200 (low estimate) x 2.7 = 14,040 miles
  - o 6500 (high estimate) x 2.7 = 17,550 miles

Total decrease in mileage driven:

- Low: 84,625 miles + 14,040 miles = 98,665
- High: 101,550 miles + 17,550 miles = 119,100

## **Exhibit 6**

**MICHIGAN STATE POLICE  
CRIMINAL JUSTICE INFORMATION CENTER**



Provided by the Traffic Crash Reporting Unit on 9/1/2020

**CRASH DATA REQUEST**

Date Range: 1/1/2010 to 9/1/2020

For questions, please contact the Traffic Crash Reporting Unit at 517-241-1899  
Criteria: E 1, 94 B between Ramp 150A and Blue Water Bridge / Condum's Preliminary 2020 Crash Data / Non-Traffic = 0

Crash ID	Date	Time	County	City/Twp	Latitude	Longitude	Primary Road	Distance	Direction	Intersecting Road	Fatalities	Injuries	Crash Type	Hazardous Material Class Code	Hazardous Material Spill
8043751	05/26/2011	1827	Macomb County	Roseville	42.53308091	-82.90487121	E 194	3001	North	MASONIC	0	0	Angle	1	No
8364041	05/30/2012	0901	Wayne County	Harper Woods	42.42976572	-82.92478115	E 194	201	Northeast	S HARPER/N HARPER	0	0	Sideswipe-Same	1	Yes
8442461	10/01/2012	1600	Wayne County	Detroit	42.35168974	-83.09406947	E 194	631	West	LINWOOD	0	0	Rear End	9	No
8557179	02/05/2013	0805	Wayne County	Detroit	42.35199104	-83.09308228	E 194	186	Northeast	LINWOOD	0	0	Sideswipe-Same	8	No
8513638	03/27/2013	1914	Wayne County	Harper Woods	42.42980517	-82.9247566	E 194	216	Northeast	S HARPER/N HARPER	0	0	Sideswipe-Same	1	No
8696214	08/05/2013	2019	St. Clair County	Port Huron Twp	42.99071028	-82.4537501	E 194	211	East	LAPER	0	0	Sideswipe-Same	1	No
8726947	09/25/2013	2014	Wayne County	Detroit	42.38314551	-83.0301008	E 194	100	West	CONCORD	0	0	Single Motor Vehicle	3	No
8816298	12/04/2013	2325	St. Clair County	Casco Twp	42.79574831	-82.65301687	E 194	63	West	SANT CLAIR	0	0	Sideswipe-Same	3	No
8806163	12/14/2013	1105	Wayne County	Detroit	42.36262451	-83.07062647	E 194	50	West	CASS	0	0	Sideswipe-Same	1	No
8984206	06/23/2014	1145	Wayne County	Taylor	42.25683916	-83.29519761	E 194	1320	East	ECORSE	0	2	Sideswipe-Same	1	No
9125375	12/02/2014	1839	Macomb County	St. Clair Shores	42.49499041	-82.91693976	E 194	631	South	11 MILE	0	0	Sideswipe-Same	3	No
9246246	04/24/2015	1355	Macomb County	St. Clair Shores	42.45558684	-82.92356531	E 194	2462	Northwest	8 MILE	0	1	Sideswipe-Same	3	No
9295220	06/14/2015	1045	Macomb County	St. Clair Shores	42.49575104	-82.9170279	E 194	218	North	11 MILE	0	0	Sideswipe-Same	3	No
9419011	10/06/2015	2330	Wayne County	Allen Park	42.28431741	-83.19660509	EB 194	37	West	OAKWOOD	0	0	Rear End	5	No
9524975	02/12/2016	0910	Wayne County	Romulus	42.24659736	-83.11633481	E 194	528	West	INKSTER	0	0	Sideswipe-Same	3.1	Yes
9740854	06/28/2016	1710	Wayne County	Detroit	42.34199372	-83.11633481	E 194	195	West	30TH	0	0	Rear End	2	No
9752297	07/17/2016	1445	Wayne County	Detroit	42.39312091	-82.99277851	E 194	158	West	CONNOR	0	0	Sideswipe-Same	3	No
9792878	08/15/2016	1950	Macomb County	St. Clair Shores	42.48765119	-82.91720025	E 194	74	North	10 MILE	0	0	Sideswipe-Same	3	No
9864135	11/04/2016	0137	St. Clair County	Port Huron Twp	42.99024734	-82.46085112	E 194	639	West	WATER ST	0	0	Sideswipe-Same	1	Yes
9918990	12/22/2016	1533	St. Clair County	Port Huron	42.99891222	-82.43267007	E 194	333	West	GRATIOT RD	0	0	Sideswipe-Same	3	No
9968545	02/12/2017	1755	St. Clair County	St. Clair Twp	42.8339031	-82.59736831	E 194	600	Southwest	ALLINGTON	0	1	Sideswipe-Same	3	No
9967161	02/15/2017	0422	Macomb County	St. Clair Shores	42.48031974	-82.91652024	E 194	50	South	10 MILE	0	0	Single Motor Vehicle	4	Yes
1013353	04/13/2017	0900	Wayne County	Detroit	42.3518721	-83.09441177	E 194	200	West	LINWOOD	0	0	Sideswipe-Same	1.2	No
1361500	04/13/2018	1112	Macomb County	St. Clair Shores	42.53983102	-82.88765778	E 194	500	South	14 MILE	0	0	Sideswipe-Same	3	No
1420098	07/06/2018	1730	Wayne County	Harper Woods	42.44667024	-82.91689354	E 194	200	North	VERNIER	0	0	Sideswipe-Same	3	No
1481929	09/25/2018	1408	Macomb County	Clinton Twp	42.55114371	-82.87672419	E 194	153	Southwest	RAMP 007A	0	0	Other	1	No
1539247	11/15/2018	2045	Macomb County	Clinton Twp	42.5621127	-82.88042256	E 194	2640	East	14 MILE	0	0	Sideswipe-Same	2	No
1599089	01/05/2019	0910	Wayne County	Detroit	42.35366339	-82.99182718	E 194	1564	West	CONNOR	0	0	Single Motor Vehicle	3	No
2048301	07/27/2020	0740	Wayne County	Detroit	42.38542453	-83.0229342	E 194	25	West	RAMP 218A	0	0	Sideswipe-Same	5.2	No

# **Exhibit 7**



This a close up view, it is approximately 105 feet to the top. Two 2 1/2 inch connections.





The top of the riser has two 2 ½ inch connections with a gate.

The riser is located inside the fenced  
in area;  
North of Riverside Dr at the base of  
Huron Church.



## **Exhibit 8**



**STEPHEN LAFORET**  
Fire Chief  
CEMC

**ANDREA DEJONG**  
Deputy Chief of Support Services

**JAMES WAFFLE**  
Deputy Chief of Operations



815 Goyeau Street  
Windsor, Ontario  
N9A 1H7

Telephone:  
(519) 253-6573

Administration Fax:  
(519) 255-6832

## **FIRE & RESCUE SERVICES**

July 8, 2020

Dan Reaume  
Ambassador Bridge Company  
707 Patricia Rd.  
Windsor, ON N9B 0B5

**Re: Ambassador Bridge Canadian Side Standpipe Installation**

Mr. Reaume,

The standpipe system installed on the Canadian side of the Ambassador Bridge was designed and installed in accordance with the requirements of NFPA 502.

Prior to the installation the drawings were provided to Windsor Fire & Rescue Services for review and approval, which was carried out and approved.

The system is comprised of three dry pipe risers located on the Canadian side of the Bridge starting at ground and terminating at the bridge roadway with a Siamese connection at both ends equipped with Canadian thread design. All three risers are located in close proximity to a municipal fire hydrant with gate access to the riser. Once the installation was completed Windsor Fire & Rescue Services approved the installation in conformance with NFPA 502.

Preplanning for Windsor Fire & Rescue crews is scheduled for the summer of 2020.

Regards,



John Lee  
Chief Fire Prevention Officer.

## **Exhibit 9**



## INSPECTION REPORT Detroit Fire Department Fire Marshal Division

1301 Third Street  
Detroit, MI. 48226  
Office (313)596-2954  
Fax (313)596-2978

---

<b>Address:</b>	3400 West Fort	<b>Inspection Date:</b>	7/15/2020
<b>Occupant Name:</b>	Detroit International Bridge Company	<b>InspectionType:</b>	Consultations
<b>Suite:</b>		<b>Inspected By:</b>	Clarence Watts
<b>Property Owner:</b>			Bad Prop: SEC_Section
	313-989-0136		
<b>Occ. Sq. Ft.:</b>		<b>Current Documents:</b>	none

---

**Your inspection has been completed with no violations cited at this time. See Inspector comments below for more information. Thank you for your cooperation in keeping your business and our community safe! If you have any additional questions, please call our office at (313) 596-2954.**

Shawn F. Battle, **Fire Marshal**

**Inspector Comments:**  
7/15/2020  
Lt. Clarence Watts  
Updated Info

Lt. Watts inspected the standpipes for the US Approach of the Ambassador Bridge owned by Detroit International Bridge Company (DBIC). All threads were of the Detroit thread. Fire Companies were given a key to the lock for the gates limiting access to the stand pipes and also shown each location labeled A-C. Owner and occupant information was also changed in system to reflect correct information.

---

Ref: 131918



City of Detroit  
Fire Department  
Detroit Public Safety Headquarters

1301 Third Street, Suite 610  
Detroit, Michigan 48226  
Office: 313 596 2920

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To: Randy Spader - Ambassador Bridge

Date: September 3, 2020

**Re: Entrances, Exits and Fire Suppression Equipment**

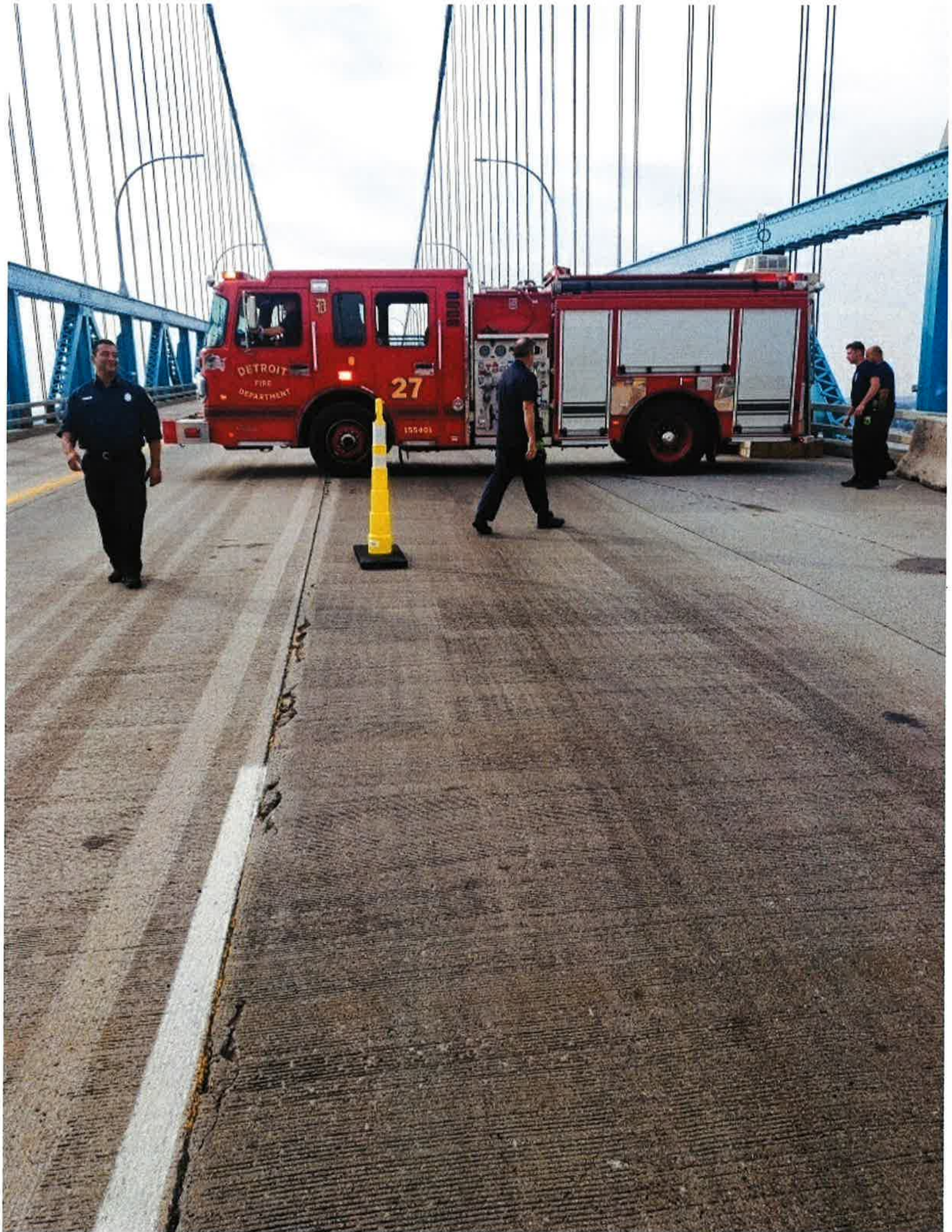
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In August of 2020, The Detroit Fire Department received documentation from the Ambassador Bridge verifying all entrances on and off the bridge along with all fire suppression equipment to get water onto the bridge roadway in the event of an emergency. In addition, the Detroit Fire Department was given an in-person walkthrough showing all connections on the bridge.

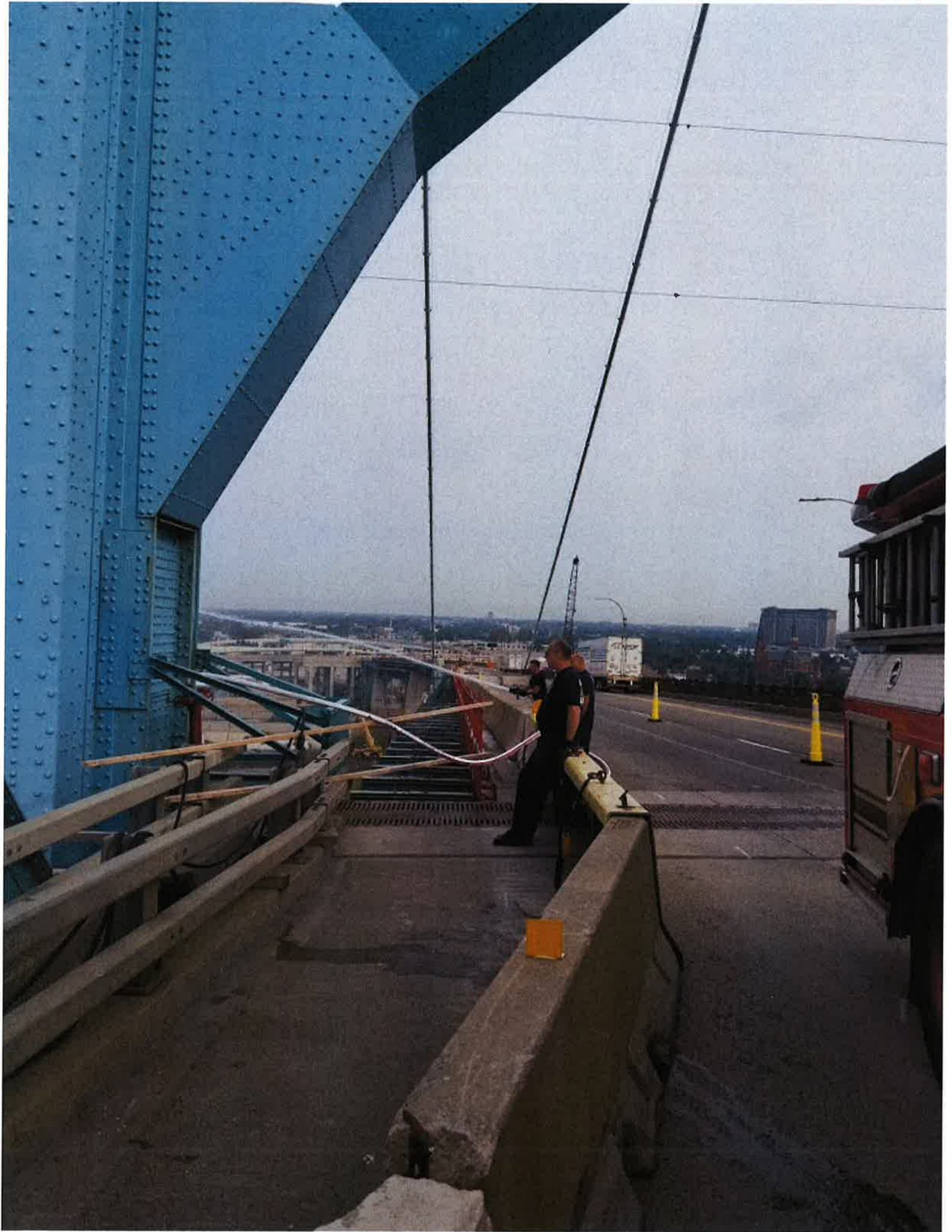
We appreciate your time and we are looking forward to collaborating further in the future.

James Davis  
Deputy Chief of Fire Operations  
Detroit Fire Department





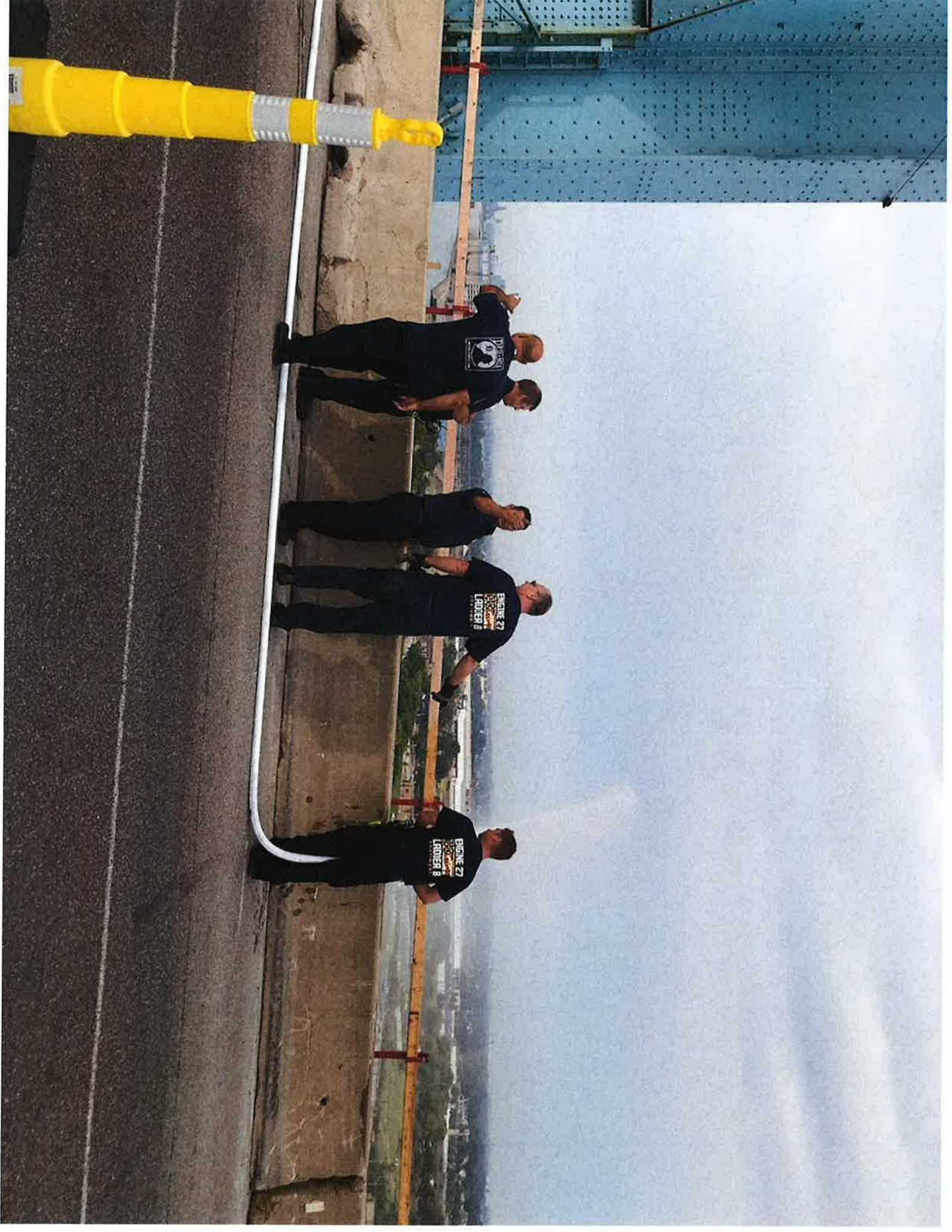












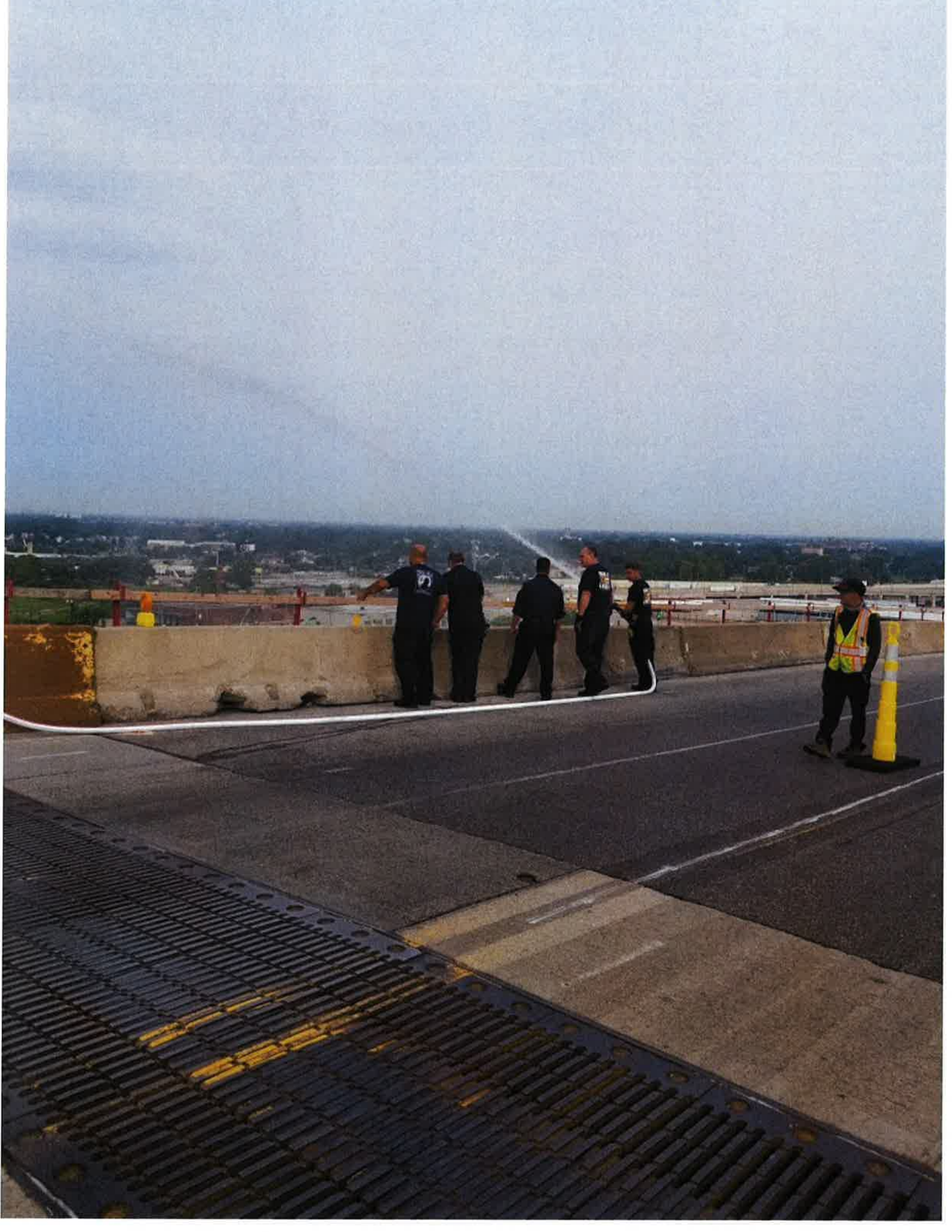
ENGINE 27  
LADDER 8

ENGINE 27  
LADDER 8

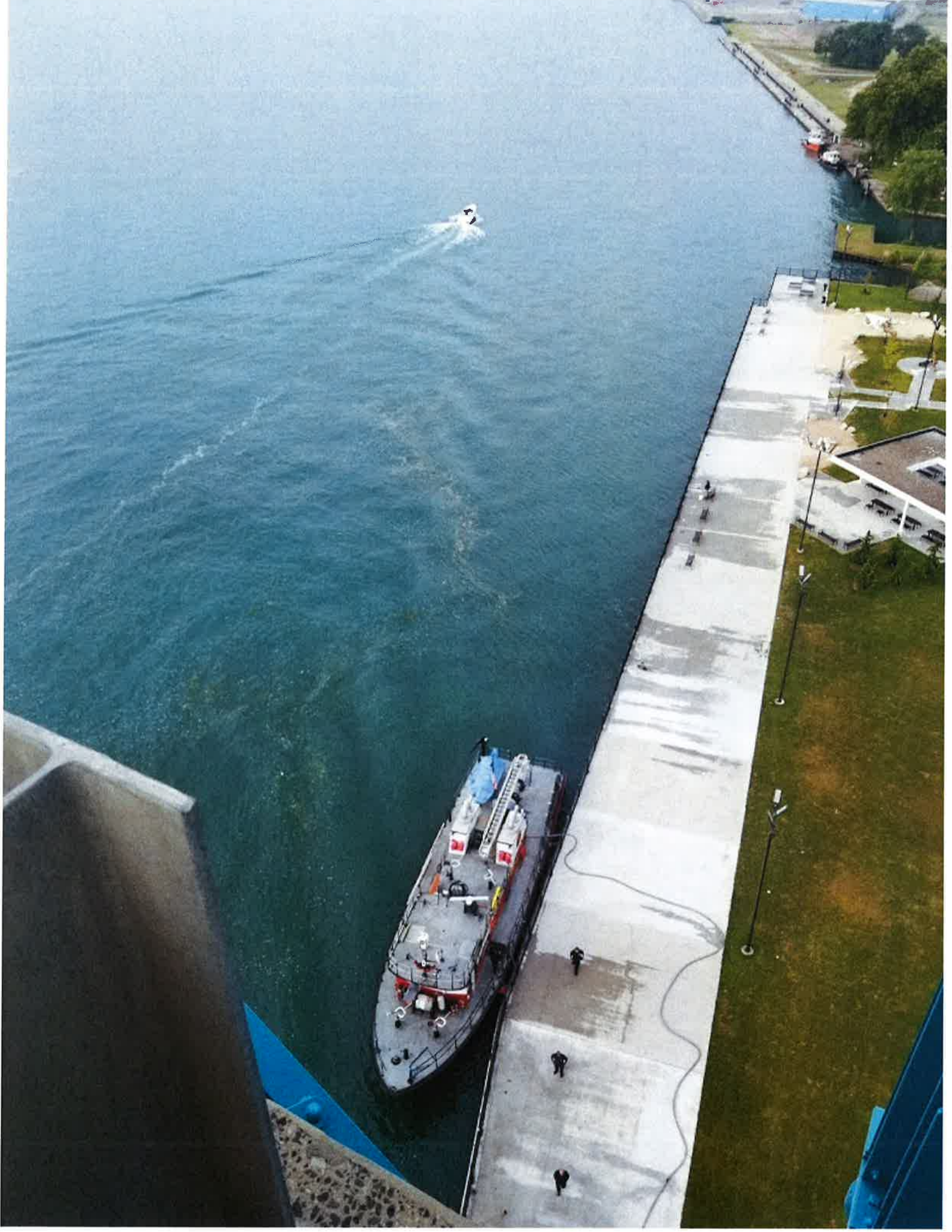
ENGINE 27  
LADDER 8

ENGINE 27  
LADDER 8









# **Exhibit 10**



July 24, 2020

Dan Stamper  
President  
Detroit International Bridge Company  
12225 Stephens  
Warren, MI 48089

Re: Fire Hydrants Near the Ambassador Bridge and Plazas

Dear Dan:

I am a licensed Professional Engineer in both Michigan and Ontario and as requested, I have reviewed the NFPA 502 code as it relates to the spacing and location of fire hydrants along bridges and elevated roadways. NFPA 502 Section A.6.6.3 states that where a municipal or privately owned waterworks system is available, consideration should be given to providing fire hydrants along bridges and elevated roadways at a spacing not to exceed 305m (1000 ft). Based on topographic data and a physical field review, we have prepared a map showing the locations of the existing fire hydrants and bridge deck fire department connections adjacent to the bridge extending from the Detroit River banks to the customs plazas in both countries. As you can see from the map, sufficient number and spacing of fire hydrants and fire department connections are provided to meet NFPA where there are waterworks available.

If you have any questions or need anything more, please contact me.

Sincerely,  
American Consulting Professionals of Michigan, PLLC

A handwritten signature in blue ink, appearing to read 'Scott M. Korpi'.

Scott Korpi, PE, SE, PEng

cc: Kevin Kalczynski, DIBC

C:\pw\_work\american-pw-01\dms12083\LetStamD200724 Fire Hydrants.docx

**American Consulting Professionals of Michigan, PLLC**

2818 Cypress Ridge Blvd., Suite 200 · Wesley Chapel, Florida 33544 · 813.435.2600 · [www.acp-americas.com](http://www.acp-americas.com)

A CULTURE OF PROFESSIONAL EXCELLENCE



AMBASSADOR BRIDGE FIRE HYDRANT LOCATIONS



CANADA  
UNITED STATES





# Exhibit 11

# **EMERGENCY RESPONSE PLAN**

## **SPILL PREVENTION AND CONTINGENCY PLAN**

### **Ambassador Bridge**

#### **1.0 *Potential Security Threats***

This Emergency Response Plan has been prepared by the Ambassador Bridge to ensure the safety of travelers and commerce when using the Ambassador Bridge crossing. The potential security threats to the Ambassador Bridge border crossing include, but are not limited to:

- Vehicular accidents
- Emergency / medical incidents
- Breach of the perimeter at the plaza or corridor
- Criminal or terrorist attack at the plaza, or attempted entry by an individual with hostile intent

#### **2.0 *Purpose and Intent***

The purpose and intent of this emergency response plan (ERP) is primarily to ensure the safety of clients utilizing the Ambassador Bridge crossing including both passenger and commercial vehicles.

#### **3.0 *Periodic Review, Testing and Updating***

The Emergency Response Plan will be reviewed annually in January by a review committee. The purpose of the review will be to evaluate the relevance and effectiveness of the plan in light of:

- any change and/or modification to structure conditions; or
- any known deficiencies in the application of the plan to an emergency situation.

# **EMERGENCY RESPONSE PLAN**

## **SPILL PREVENTION AND CONTINGENCY PLAN**

### **Ambassador Bridge**

The review will also serve as a refresher course for the emergency service providers. Recommendations of the review committee will be incorporated into the Emergency Response Plan.

The Emergency Response Plan will be tested following approval and every fourth (4) year after that at a date and time to be confidentially set by the Ambassador Bridge. The test will involve a review of the plan along with a test of resources to ensure a proper communication and emergency response network. Items to be evaluated include:

- Response time from awareness of the impending breach to notification of the appropriate personnel;
- Response time from notification of emergency services (CBSA, CBP, Homeland Security, Police, Fire, Medical, County- State-Provincial and City officials) to arrival at site;
- Transportation time to medical facilities of injured citizens or employees;
- Performance of standard communication lines;
- Performance of backup communication systems;
- Performance of backup generators;
- Performance of backups to emergency services.

#### **4.0 Identification of Emergencies**

In case of an emergency on the bridge, traffic personnel are required to respond in the following manner:

- a. The first person on the scene (Supervisor, maintenance, construction and/or traffic staff) or any other employee shall immediately report the emergency and/or accident to the Command Center. Detailed information

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**Ambassador Bridge**

shall be provided relating to the location of the emergency/accident/spill and where appropriate, indicate whether anyone is hurt or injured.

- b. The Command Center will dispatch additional traffic staff and the supervisor to immediately attend the scene of the emergency/accident/spill in an Ambassador Bridge patrol vehicle with emergency light on. Traffic staff shall be prepared and have the necessary materials available in each vehicle to set up a containment around the incident. At all times, fire extinguishers, first aid kits and traffic control equipment are in the Ambassador Bridge vehicles. Spill containment equipment like absorbent socks, pools and diking materials are also kept in the escort vehicle along with additional spill containment materials that are stored on the bridge in the US and Canadian Anchorages and on the Entrance and Exit plazas in the US and Canada.
  
- c. The Command Center, depending on the description of the emergency provided shall call 911, Ministry of Environment, Environmental Companies, CBP, CBSA, US Coast Guard and/or towing services whichever is deemed appropriate in the circumstances.
  
- d. The supervisor will attend the scene of the emergency/accident for on-site visual, oversight and communication to the Command Center.
  
- e. Plaza traffic staff shall stage emergency vehicles on the plaza - allowing one police car, ambulance and fire truck unless additional vehicles are deemed necessary by the Command Center.

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**Ambassador Bridge**

- f. The supervisor at the scene of the emergency/accident/spill, shall communicate with the Command Center to advising emergency vehicle(s) that are necessary. The remaining emergency vehicles shall be staged on the side of the plaza.
  
- g. The Command Center, based on camera views, traffic movement and emergency/accident/spill location, will communicate with plaza traffic staff on the quickest pathway to the emergency/accident/spill. All emergency vehicles shall be directed to the most appropriate route, for example some emergency vehicles may be required to access the site through CBP Auto or CBP Commercial. In the event that the Huron Line entrance is blocked the emergency vehicles may need to enter Wyandotte Street or the wrong way through CBSA.

**5.0 Communications**

All personnel not directly involved in the emergency shall be required to keep communication lines and radio lines clear. All emergency messages and communications shall be short and concise so that everyone with a message relating to the emergency can utilize the radio. Everyone should always remain calm and Bridge personnel must work together to secure the area and resolve the situation as quickly as possible.

- a. All communication other than 2-way radio communication will go through the Command Center. They will be the Incident Command Center during the emergency/accident/spill.

**6.1 Emergency Response - Accidents and/or Spills**

In case of an accident or a spill, Bridge personnel shall be required to take the following actions:

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**Ambassador Bridge**

- a. The first employee at the scene or the first employee that is made aware of the situation shall immediately contact the Command Center and Supervisor via 2-way radio and provide an assessment of the situation including details of the location and the nature of accident and provide an assessment as to whether or not there is a possibility that anyone may be injured.
- b. The Command Center, depending on the description of the emergency/accident/spill provided shall immediately call 911, Environmental Companies and towing services whichever is deemed appropriate in the circumstances.
- c. If not already in place, the bridge traffic person shall take an Ambassador Bridge vehicle with flashing lights to the scene of accident and/or spill and set up a containment around the accident/spill vehicle which will allow the emergency response vehicles and environmental cleanup to take place. Any remaining roadway will be used to move traffic if it can be done safely.
- d. In the case of a spill, the escort vehicle will communicate directly with the Command Center and determine based on the paperwork filled out prior to crossing, how to maximize containment of the product leaking until the environmental companies arrive on site. Appropriate equipment/materials will be used to build dikes around the vehicle and sewer grates covers will be used to minimize the containment area of the product leaking. If can be done safely, turning off of any valves, plugging of leaking area to stop additional product from spilling. Equipment including; Absorbent granular, absorbent

# EMERGENCY RESPONSE PLAN

## SPILL PREVENTION AND CONTINGENCY PLAN

### Ambassador Bridge

socks, liquid capturing pools etc.

- e. Plaza traffic personnel will be responsible for making a path to the scene of the accident and/or spill by holding traffic and/or using a controlled opposite lane to provide a clear path for all emergency vehicles.

All other employees, not involved in the accident and/or spill, shall continue to do their job assignments and traffic employees shall assist emergency personnel in handling the accident and/or spill and maintain a safe environment for the travelling public.

All Bridge employees are to stay calm and shall be required to follow the direction of the Command Center and supervisor.

Once the situation is over and business has returned to normal the Supervisor shall write a report of the incident including time, day, weather, and a complete explanation of what happened, who was involved including any pictures (taken with Supervisors digital camera) or documents (police report number) received during the incident.

In the event of a spill, the Command Center shall contact all the appropriate governmental agencies where appropriate including the Ministries of the Environment, State, Province and/or local municipalities.

#### **7.0 "Liquid Pool" to Contain Spills**

Liquid pooling devices are currently located in the escort vehicle, supervisor vehicle, bridge anchorages both US and Canadian, both US and Canadian entrance and exit

# **EMERGENCY RESPONSE PLAN**

## **SPILL PREVENTION AND CONTINGENCY PLAN**

### **Ambassador Bridge**

plazas including the CBP Fort Street Commercial Plaza. The liquid pool device is a quick-response pool that holds approximately 100 gallons of liquid and is meant to be placed under a truck to contain a spill.

## **SPILL PREVENTION AND CONTINGENCY PLAN**

### **8.0 *Ambassador Bridge policy on initiating cleanup activities***

The guiding principles of the Ambassador Bridge Spills Prevention and Contingency Plan are to comply with existing regulations to ensure protection of the environment, and to keep employees, customers, and government officials safe and maintain public awareness of the Ambassador Bridge Spill Prevention and Contingency Plan. This Plan applies to all buildings and facilities owned and operated by the Ambassador Bridge

### **9.0 **Bridge Command Center****

The Bridge Command Center will be the Incident Command Spill Center and is to oversee the emergency response to a spill at the Ambassador Bridge facilities. The responsibilities of the Command Center will be as follows:



**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**Ambassador Bridge**

- a) The Command Center directs all operations but does not get directly involved in the clean-up activities.
- b) The Command Center decides when the spill incident is under control.
- c) All information about the spill should be directed to the Command Center and any changes in the situation should be reported to the Command Center.

**9.1 General Manager**

The General Manger will be the sole communicator for reporting spills to the government, media or other off site agencies that are not involved in the immediate response teams.

**9.2 Health and Safety Supervisor**

The Health and Safety Supervisor will monitor the safety of workers and responders during the response activities.

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

**9.3 Environmental Contractors**

The Environmental Contractors (US Side - Marine Pollution Control, Canadian Side – Superior Environmental Services) will have a member of their management team in the Command Center or in direct communication with the Command Center to maintain communication and provide continued, direct, on site communication with the Command Center and monitor the extent of spill.

**9.4 Other Staff**

All staff have a responsibility to report spills immediately to the Command Center and supervisor along with assisting as directed with spill response.

**10.0 Standard Procedure for Any Spill**

It is standard procedure to consider the safety of all persons first. If any personnel have been affected or injured by the spill, it is to be relayed to the Command Center who in turn will share the information with all emergency response agencies by calling 911 and updating or notifying them during the initial call.

**10.1 Identification of Spill**

- a. All employees must inform the Supervisor immediately in the event of a spill.
  
- b. The Command Center will review the Manufacturers Safety Data Sheets (MSDS) of the material spilled before direction is given to staff for containing the product to ensure proper PPE is being used and knowledge is shared to the staff.

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**  
**AMBASSADOR BRIDGE**

- c. If the employee can safely stop the spill at the source, this should be done.
- d. The Shift Supervisor will investigate and confirm the spill and will;
- Determine the source, if possible;
  - Assess the size and nature of the spilled material (oil, chemicals);
  - The Supervisor will communicate directly with the Command Center to identify the spilled product and safely take immediate action to stop or reduce the spill and contain it, without endangering the health and safety of the workers or local population;
  - Take any action possible to reduce hazards to persons working near the spill.
- e. The General Manager or designate will re-locate and /or communicate directly with the Command Center if the spill is considered major, such as but not limited to:
- A gas tank rupture;
  - A release of oil or chemical outside of the Ambassador Bridge property or any of its facilities;
  - Any release of a substance to the Detroit River;
  - A spill to the storm water drainage system that has the potential for release to the Detroit River; or

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

- It requires additional resources such as mobilizing equipment contractors for response.

**10.2 Response**

- a. Take any actions necessary to prevent the spill from contaminating groundwater or offsite surface water (e.g. clean-up using an absorbent material mixed with sand).
- b. If the spill has the potential to leave the site via runoff to the Detroit River then the General Manager or designate must contact the Ministry of the Environment Spills Action Centre immediately and keep close contact with the Ministry of the Environment while the response is underway. Refer to Section 6 of this plan for coordinating a response with Ministry of the Environment Spills Action Centre.
- c. Actions for the different spill types are documented as follows:
  - spills to land see Section 4;
  - spills to Detroit River see Section 5;
  - Chemical spills see Section 6

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

**10.3 Documentation**

- a. The Supervisor involved in the spill discovery will complete a Spill Reporting Form of the incident by the end of the shift and provide copies to the Health and Safety Supervisor and the Command Center.
- b. A daily log will be maintained of the spill cleanup activities.
- c. A full report of the incident shall be completed by the Command Center or designate. The report should provide the following information:
  - The date and time of spill;
  - The name of the personnel involved in initial response;
  - Location of incident;
  - The substances involved (estimated quantity);
  - Actions taken to respond (containment, cleanup);
  - Government and agency personnel contacted;
  - Media involvement (if any);
  - Estimated costs of incident (cleanup and operating);
  - Evaluation of response effectiveness (lessons learned);
  - Description of ongoing requirements (remediation of soils, monitoring, etc.);

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

- Identification of cause;
- Recommendations for prevention of future incidents; and
- Other relevant information.

**10.4 Government Notification**

- a. American side call 911 and the US Coast Guard if possibility of spill going into the Detroit River.
- b. The Ministry of the Environment Spills Action Centre should be notified of all spills. A written report should be provided as soon as practical (within one week) giving details of actions taken.
- c. For major spills such as releases to the Detroit River or losses offsite the Ministry of the Environment Spills Action Centre should be notified immediately by the General Manager or designate.

**10.5 Communications**

- a. All external communications to government agencies or the media must go through the General Manager or designate.
- b. Employees must refrain from making statements about the incident to the media (such as newspaper, radio, television) and refer these inquiries to the General Manager or designate.
- c. Employees must refer any inquiries from regulatory personnel to the General Manager or designate.

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

**11.0 HAZMAT Crossing Procedures**

- a. Prior to arrival, all commercial vehicles carrying hazardous materials will reach out to the field supervisor via 313-989-0136 opt 2.
- b. Vehicle will then be instructed to pull into duty free stores parking lot and wait for bridge escort.
- c. Escort Vehicle will approach and visually inspect the vehicle, fill out Pre-Crossing HAZMAT Document and list materials that will be crossing. Photo copies will be forwarded to the Command Center.
- d. Escort Vehicle will then confirm with the command center that they are clear to escort the vehicle across the bridge. Once approved the truck will begin to cross with the traffic truck following, to ensure no spills.
- e. The vehicle will then be greeted by traffic staff on the other side of the bridge and put into an Inspection Lane at CBP or CBSA. Once clear they will proceed off property.

**IN THE EVENT OF A SPILL**

- f. All traffic will be stopped by the Escort Vehicle while the spill is evaluated and information and pictures are sent to the Command Center.

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

- g. The Command Center will then notify 911 in Canada and/or 911 in the US along with our environmental contractors (US Side - Marine Pollution Control and/or Canadian Side - Superior Environmental Services) which we have service agreements with. Information regarding medical injuries, product that has spilled and the extent of the spill will be conveyed during these calls.
  
- h. The supervisor and additional traffic staff will be dispatched to the incident location. The supervisor will determine the best way to clear the remaining traffic on the bridge while the plaza traffic staff prevent any regular traffic from going onto the bridge. While the incident is being evaluated by the Escort Staff and Command Center.
  
- i. The Command Center will review the Manufacturers Safety Data Sheets (MSDS) of the material spilled before direction is given to staff for containing the product to ensure proper PPE is being used.
  
- j. Escort and traffic staff will continue to control the spill and utilize equipment/materials to dike around the spill vehicle, storm sewers and curb lines and cover the sewer drains to contain the spill until emergency services and environmental contractors arrive.
  
- k. Additional spill equipment/materials are also located on the bridge in the US and Canadian Anchorages along with storage on both the US and Canadian Entrance and Exit Plaza's.



**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**  
**AMBASSADOR BRIDGE**

- I. Once the spill area is cleaned and cleared by emergency responders and the environmental contractors, it will be inspected by the Bridge Superintendent to confirm the bridge structure is not damaged and is safe to re-open to regular traffic flow. If further investigation is needed, the incident location will remain closed while further information is shared and discussed with our engineers.

**12.0 Response to Spills in the Detroit River**

Consider the safety of all persons first.

- a. Any spills to the Detroit River must be promptly reported by the General Manager or designate.
- b. The General Manager will additionally report it to the Ministry of the Environment Spills Action Centre and the US Coast Guard with the following information:
  - Name, address and telephone number of reporting source;
  - On-scene telephone number;
  - Exact location and time of spill;
  - Estimated amount and type of pollutant;
  - Source of pollutant and cause of spill;

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**  
**AMBASSADOR BRIDGE**

- Actions being taken to control spill;
  - Wind speed and direction;
  - The damage observed.
- c. Marine Pollution Control will work with Superior Environmental Services, the Ministry of the Environment Spills Action Centre and the US Coast Guard to mitigate product in the Detroit River and contain for cleanup.

**15.0 General Equipment**

The Ambassador Bridge has maintenance vehicles and heavy equipment available to respond to emergencies and spills. The current facilities are well equipped to respond to emergencies and containing spills.

**15.1 Spill/Containment Kits**

Complete spill kits will be available on both entrance and exit plaza's on both sides of the Ambassador Bridge located in the Windsor and Detroit and on the bridge in the US and Canadian Anchorages. Spill and Containment Kits are re-filled as used and all are inventoried monthly

The following items will be contained in the spill kits:

- sorbent pads

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

- sorbent booms 5"x10"
  
- sorbent socks 3"x4"
- bags granular sorbent
- neoprene drain cover
- disposal bags (hazmat yellow bags)
- (retractable, non-spark) shovel
- safety goggles
- gloves
- Tyvek suits
- Caution tape

In the case of a very large spill, spill kit inventory and off-site materials can be called upon. Other materials available for spill response from outside and on-site sub-contractors include:

- Vacuum trucks
  
- Excavators
  
- Additional Bags of absorbent
  
- Loaders
  
- Emergency Back-up of Spill/Containment Kits

**EMERGENCY RESPONSE PLAN  
SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

**16.0 TRAINING**

Leader Staff will be trained in HAZWOPER and Command Center will also be trained in Incident Command Spill response. These training programs will familiarize the staff with the location and use of spill equipment and the need to report all spills to the General Manager. The review will focus on:

- Due diligence to prevent spills;
- Safety procedures;
- Roles and responsibilities;
- Spill assessment ;
- Site security and safety;
- Spill containment and recovery;
- Site restoration; and
- Spill documentation

**EMERGENCY RESPONSE PLAN**  
**SPILL PREVENTION AND CONTINGENCY PLAN**

**AMBASSADOR BRIDGE**

**17.0 Update and Review**

The Spill Prevention and Contingency Plan will be reviewed and updated as information changes or at least annually. The review should include checks of all relevant contacts (confirmation of correct telephone numbers) and availability of resources.

Ministry of the Environment Spills Action Centre: 1-800-268-6060 or 416-325-3000

Marine Pollution Control – (313) 849-2333

Superior Environmental Services – (519) 250-7100

US Coast Guard – (313) 568-9512

B & T Towing - (313) 202-1700

Coxtons Towing – (519) 979-5421

# Exhibit 12



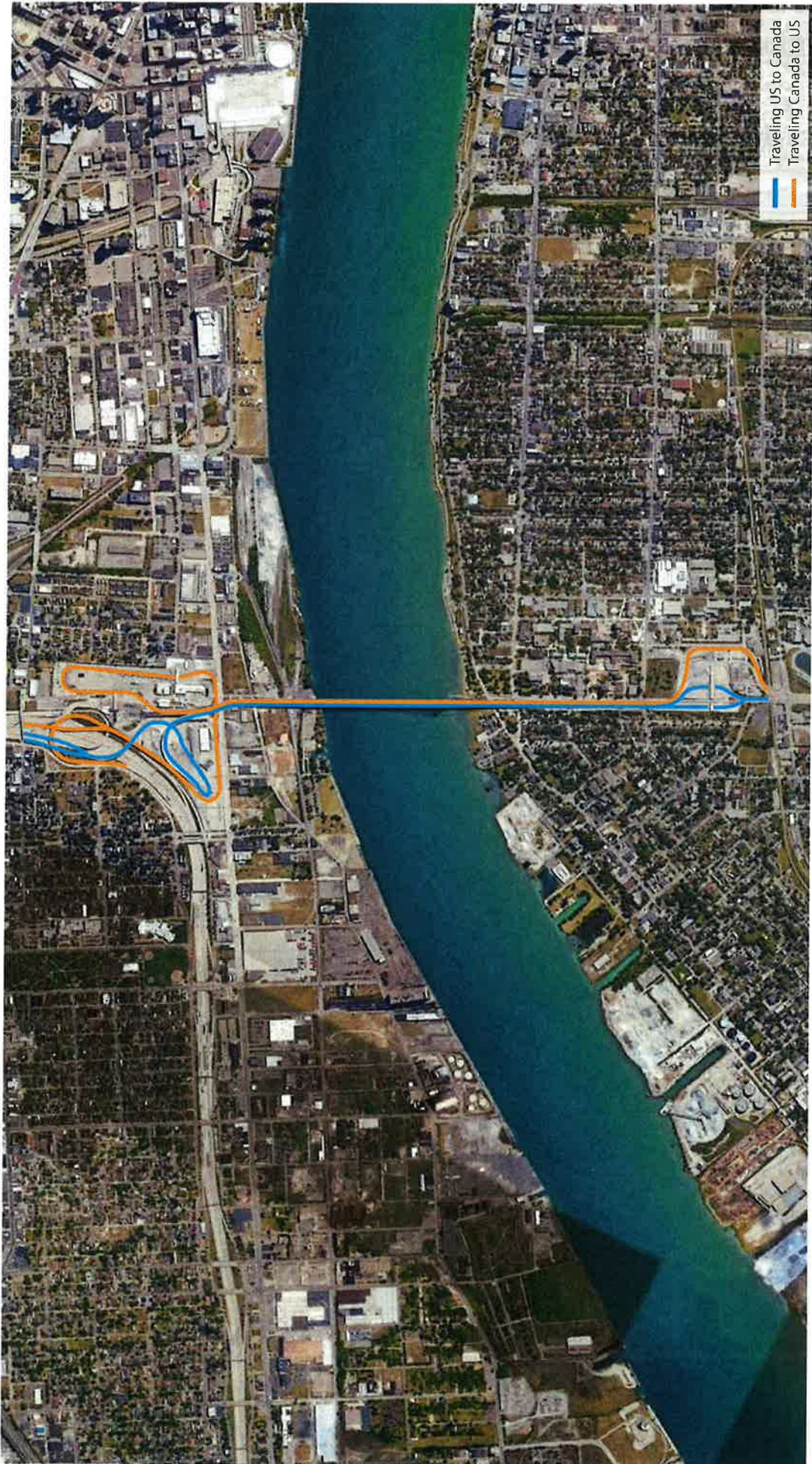
Legend

Traveling US to Canada  
Traveling Canada to US



Google Earth





Traveling US to Canada  
Traveling Canada to US





Legend

Traveling US to Canada  
Traveling Canada to US

Google Earth

# **Exhibit 13**





**SUPERIOR ENVIRONMENTAL SERVICES**  
 2045 Continental Avenue  
 Windsor, ON N9E 3P2  
 Phone: 519-250-7100  
 Cell: 519-981-8310  
 Fax: 519-250-7152  
 rayt@superiorenvironmental.ca  
 www.superiorenvironmentalservices.ca

**SERVICE AGREEMENT**

Randy Spader – General Manager  
 Canadian Transit Company / Ambassador Bridge  
 4285 Industrial Drive  
 Windsor, Ontario N9C 3R9

Date: July 21, 2020

RE: Emergency Spill Response

It is our pleasure to offer 24/7 emergency spill response for both non-hazardous and hazardous materials falling under Class 2, 3, 4, 5, 6, 6.1, 8, 9. Should there be a spill on bridge property including the plaza our contacts are as shown;

- Main Office – 519-250-7100
- George Chittle (Operation Manager) – 519-990-0479
- Raymond Tremblay (President) – 519-981-8310

The Detroit International Bridge Company (Customer) agrees to:

- Have an authorized representative present
- Pay all invoices within 30 days of receipt

Superior Environmental Services (Supplier) agrees to:

- The supplier shall provide the equipment and manpower as required by the customer to complete each task as specified at the time of each individual emergency
- The supplier shall take all reasonable steps to ensure the safety of all staff involved.

  
 \_\_\_\_\_  
 Customer Signature

**Randy Spader - General Manager**  
 \_\_\_\_\_  
 Print Name & Position

**Tuesday, July 21, 2020**  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Customer Signature

**Raymond Tremblay - President**  
 \_\_\_\_\_  
 Print Name & Position

**Tuesday, July 21, 2020**  
 \_\_\_\_\_  
 Date

# Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials



**ALLIANCE  
FOR UNIFORM  
HAZMAT  
TRANSPORTATION  
PROCEDURES**

MATT MCINCHAK CATHY GIBBONS  
MARINE POLLUTION CONTROL CORP DBA MPC ENVIRON MPC  
8631 W JEFFERSON AVE  
DETROIT, MI 48209-2651

USDOT Census #: 184949

ICC #:

EPA Transporter ID #: MID049277718

Intrastate Motor Carrier #:

Telephone number to call in case of accident or emergency: (313) 849-2333

Uniform Program #: UPW0184949MI

Certified by: *Jeanette M. Noechel*

Registration Issued: 11/4/2019

Registration Expiration: 11/4/2020

Issuing Agency: Michigan Department of Environment, Great Lakes, and Energy

Agency Telephone Number: (586) 753-3850 or (586) 753-3846



STATE OF MICHIGAN

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2019-2021**

**Registrant:** MARINE POLLUTION CONTROL CORPORATION  
ATTN: Catherine Gibbons  
8631 WEST JEFFERSON AVENUE  
DETROIT, MI 48209

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 060419550231BC    Effective: July 1, 2019    Expires: June 30, 2021**

**HM Company ID: 24950**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



## MASTER ENVIRONMENTAL SERVICES AGREEMENT

This Master Environmental Service Agreement ("the "Agreement") entered into this 15 day of July, 2020, by and between Marine Pollution Control Corporation d/b/a MPC Environmental, a Michigan corporation ("MPC"), and Detroit International Bridge Co a \_\_\_\_\_ corporation ("Client").

That for and in consideration of the mutual promises and covenants hereinafter contained, MPC and Client agree as follows:

1. AUTHORIZATION TO COMMENCE WORK. Client may request commencement of Work by MPC, by giving notice by telephone 24 hours per day, seven (7) days per week, by calling MPC at either 800-521-8232 or 313-849-2333. At such time the Client's representative making the call shall furnish MPC the name and title of the caller, the location of the facility or site needing Work or Response Services, the hazardous materials involved when applicable, and if known, and other relevant facts relating to the situation then known to the caller, and to the best of the caller's ability, and any additional information as MPC deems reasonably necessary. If necessary personnel and equipment are available to respond, MPC shall inform the Client's representative making the call that it is available to respond and it accepts the request for services. The parties recognize that at the commencement of Work or Response Services hereunder, the scope of the Work thereof may not be well defined. The parties agree that at the commencement of Work involving emergency response service that their respective representatives shall consult with each other to better define the scope of Work to be performed and outline strategies and approaches to such Work. Client shall promptly confirm all telephone requests for Work, after consulting with MPC, by issuing to MPC a written authorization (i.e. purchase order, work order, authorization to proceed) describing the Work to be performed and designate the Client's representative authorized to act on behalf of the Client in connection with that particular project. Notwithstanding the above, in non-emergency response situations, the Client shall issue to MPC a written authorization describing the Work to be performed prior to commencement of services by MPC. For the purposes of this agreement, non-emergency response services shall be defined as services which do not require either (i) an immediate response by MPC (less than 24 hours and/or before the next business day) or (ii) the continuous, ongoing presence by MPC for an extended time at the on-site release area. In the event of a conflict between the terms of such purchase order and the terms of this Agreement, the terms of this Agreement shall prevail. Due to the emergency situation that MPC may be requested to respond to, the Client further authorizes MPC to use whatever procedure it deems advisable, and in conjunction therewith, to utilize whatever number of employees and types of equipment and supplies that it feels is necessary in handling the work. Client hereby authorizes MPC to promptly mobilize the necessary personnel and equipment and commence performance of the Work upon MPC's acceptance of telephone request for Work by Client.



2. IDENTIFICATION OF CLIENT'S FACILITIES AND DESCRIPTION OF WORK TO BE PERFORMED BY MPC. The particular facilities owned by Client that are covered by this Agreement, the contact information applicable for each such facility and the description of response services to be rendered by MPC at one of Client's identified facilities upon Client's request are as follows (please check):

Any facility or location "as needed" based on emergent conditions.

*OR*

A specific facility (facilities) as identified below

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Facility Contact Person: \_\_\_\_\_

Contact's Telephone No: \_\_\_\_\_

Description of Work to be Performed: MPC is to provide emergency spill response and non-emergency services on an "as needed" basis for the facilities listed above (hereinafter referred to either as the "Work or "Response Services").

Additional divisions and subsidiaries affiliated with Client and other facilities not identified above that are also covered by this Agreement are indicated on Exhibit B attached hereto.

**3. EXCLUDED OSRO RELATED SERVICES: PLEASE NOTE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MPC'S SCOPE OF SERVICES UNDER THIS AGREEMENT EXPRESSLY EXCLUDES OSRO RELATED SERVICES MANDATED BY THE OIL POLLUTION ACT OF 1990 AND APPLICABLE REGULATIONS THERETO (OSRO RELATED SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: DESIGNATING MPC AS A RESPONSE CONTRACTOR IN OWNER'S RESPONSE PLAN; IDENTIFYING MPC'S RESPONSE RESOURCES AS AVAILABLE IN CASE OF DISCHARGE; MPC'S ASSISTANCE IN ANNUAL TABLE-TOP EXERCISE AND IN PERFORMING DEPLOYMENT EXERCISE; AVAILABILITY OF SUBCONTRACT NETWORK ESTABLISHED BY MPC TO RESPOND TO A DISCHARGE, ETC). IF CLIENT IS INTERSTED IN ENROLLING IN MPC'S OSRO PROGRAM SO THAT IT IS ELIGIBLE TO NAME MPC AS CLIENT'S DESIGNATED RESPONSE CONTRACTOR IN ITS OWNER'S RESPONSE PLAN, AND RECEIVE ADDITIONAL BENEFITS UNDER THAT PROGRAM, PLEASE CONTACT MPC FOR INFORMATION (YOU WILL BE REQUIRED TO SIGN A SEPARATE WRITTEN OSRO MEMBERSHIP AGREEMENT WITH MPC AND REMAIN CURRENT IN PAYMENT OF THE ANNUAL ENROLLMENT FEE FOR THIS PROGRAM). IF YOU ARE ALREADY ENROLLED IN MPC'S OSRO MEMBERSHIP PROGRAM AND ARE CURRENT IN PAYMENT OF YOUR ANNUAL ENROLLMENT FEE, PLEASE DISREGARD THIS PARGARGH BECAUSE IT DOES NOT APPLY TO YOU.**

4. PAYMENT FOR SERVICES AND TERMS OF PAYMENT.

(a) Client agrees to pay MPC for Work on a time and materials basis in accordance with the then-current Schedule of fees and charges. The current schedules are set forth in Exhibit A attached hereto; which list the applicable rates for personnel, equipment, transportation, materials and disposal costs. Charges commence upon notification to proceed and terminate at conclusion of operation. Charges will include, but are not limited to, time required for transport of personnel, materials, and equipment to and from the work site; labor, materials, and equipment necessary for clean-up; labor, equipment and materials necessary to transport wastes to a treatment, storage, or disposal facility and off-load the wastes; and decontamination of equipment upon completion of the work. Minimum call out time for emergency services is six (6) hours and for non-emergency services is four (4) hours per person and equipment.

(b) Client agrees to pay each one of MPC's invoices within thirty (30) days after the date of each respective invoice. Should Client become delinquent in payment of any sum due MPC, MPC reserves the right to immediately discontinue performance of any remaining work that needs to be completed hereunder. Notwithstanding any such discontinuance of services, Client shall pay MPC for all services rendered by MPC to date of discontinuance of service. Further, a service charge of two percent (2%) per month shall be charged on all balances not paid within thirty (30) days from the date of each invoice.

(c) If MPC retains an attorney to collect any delinquent invoices, Client also agrees to pay MPC all of its costs and expenses, including reasonable attorney fees, incurred in collecting amounts due from Client.

(d) Before MPC commences work, Client may be required to pay a retainer to MPC, which will be applied against charges for services rendered by MPC. Depending upon the expenses and duration of the work, additional retainers may be required. Any unearned balance of the retainer shall be refunded after the work has been completed.

(e) The parties agree that this Contract incorporates a debt incurred in the ordinary course of business or financial affairs of the purchaser; that all payments made on this Contract will be made in the ordinary course of business and financial affairs of each other; that all payments will be made according to the ordinary business terms of each other and in the industry.

5. DAILY WORK SHEETS. MPC shall furnish, at the end of each working day, a Daily Work Sheet which sets forth the number of MPC's personnel working that day and the number of hours each one worked, as well as equipment and materials utilized that day. Client shall designate an authorized representative to receive, review and sign the Daily Work Sheet(s) for each day's services. Once the Daily Work Sheet(s) have been presented, Client shall sign and return the Daily Work Sheet(s) to MPC's on-site representative. Client shall note on each Work Sheet any errors or dispute as to any entry that it may identify and the parties will promptly endeavor to resolve any such dispute. Notwithstanding anything to the contrary, whether a Daily Work Sheet is signed or not signed by the Client, the Daily Work Sheet will be used by MPC to prepare its' invoices for the Client.

6. GENERATOR NUMBER. If the materials that are being removed or cleaned up are identified by the federal government and/or any applicable state or local governmental authority as "hazardous" or "liquid industrial waste", then, as a condition precedent to the performance by MPC of this agreement, Client shall provide MPC with the generator number that is provided by applicable governmental authority of which is otherwise required by law. Until such time as Client has obtained a generator's number, MPC shall be allowed to either store the materials on Client's property where the materials were removed or at such other location at Client's cost.

7. CLIENT REPRESENTATION/SELECTION OF DISPOSAL FACILITY. Client represents to MPC that it will provide a true and correct description of the materials to be handled by MPC hereunder and further advise MPC of all known or suspected hazard and risk incidental to the handling, transportation and disposal of said materials. In the event the scope of work includes the transportation of hazardous substances, then Client shall also select the disposal or treatment facilities to which said hazardous substances are to be taken. MPC SHALL NOT SELECT THE DISPOSAL OR TREATMENT FACILITIES.

8. MPC'S COMPLIANCE WITH LAWS AND REGULATIONS: MPC represents that it will comply with all applicable governmental laws, regulations and ordinances in performance of the work described under the scope of work.

9. REGULATORY REPORTING. Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency and/or other State or Federal Agencies, in accordance with applicable law. Client indemnifies and holds MPC harmless from any requirement to report such condition.

10. TERM. The term of this Agreement shall commence on the date set forth above and shall continue for a period of one (1) year. Upon expiration of the initial term of this Agreement or any subsequent renewal, this Agreement shall be automatically renewed for an additional one (1) year unless terminated by either party by giving written notice to the other at least thirty (30) days prior to the end of the initial term or each subsequent renewal. Notwithstanding anything to the contrary contained herein, either party, for any reason, may terminate this agreement by giving the other party thirty (30) days written notice of the termination.

11. MPC's WARRANTIES. MPC represents and warrants to Client that MPC is qualified to perform the services hereunder and will do so in a safe and workmanlike manner and in compliance with all governmental laws, regulations, and orders.

12. CLIENT'S WARRANTIES. Client represents and warrants to MPC that (i) it will provide a true and accurate description of all known hazardous substances to be handled by MPC and further advise MPC of all known or suspected hazards or risks incidental to the handling, transportation, and disposal of said substances; (ii) it shall select the disposal or treatment facilities that said hazardous substances are to be taken; and (iii) it will, if deemed necessary by MPC, secure all necessary approvals, judicial and/or administrative orders necessary to ensure MPC's legal access to the site to perform the work.

13. INDEMNIFICATION. Client shall defend, indemnify, and hold harmless MPC, its officers, agents and employees from and against all liabilities, demands, claims, cause of actions, suits, costs and expenses incidental thereto (including reasonable attorney fees), which any or all of them may hereunder suffer and be responsible for as a result of bodily injuries or death of any person, damage (including loss of use) to any property, contamination of or adverse effects on the environment, arising out of or in any way connected with the performance of services by MPC under this contract; provided however, that Client shall not be obligated to indemnify MPC for any damages, or injuries, including death, caused solely by the negligence of MPC. Notwithstanding anything to the contrary, MPC shall be entitled to any and all Federal, State and Local responder immunity provisions, laws or statutes.

14. LIMITATION OF LIABILITY. In no event shall MPC's liability for damages, whether based on contract, tort (including, but not limited to negligence, nuisance, trespass, or privacy action) or any other legal theory, exceed the total amount paid by Client for services performed under this contract or \$50,000.00, which ever is greater. In no event shall MPC be liable to Client for incidental, exemplary, special or consequential damages (including loss of profits), even if MPC has been advised of the possibility of such damages. Client acknowledges that the fees charged by MPC for services herein are based, in part, on this limitation of liability.

15. EXTREME HAZARDOUS CONDITIONS. The services contemplated by this Agreement may require MPC's personnel and equipment to be exposed to extreme hazardous conditions, substances, and/or wastes. As a result of this exposure, MPC's equipment may be damaged or destroyed during the course of its employment in the services being rendered. Client agrees to pay for the repair and/or replacement of equipment that is damaged or destroyed after being exposed to extreme hazardous conditions, substances, and/or wastes at Cost + 20%.

16. CAUSE OF ACTION. If Client makes a claim against MPC, for any alleged error, omission, or other act arising out of performance of its services and to the extent Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by MPC in defending the claim. Any claim brought against MPC by Client shall be brought within one-year of the work performed under this Agreement.

17. DISCLAIMER OF WARRANTY. MPC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

18. NO THIRD PARTY BENEFICIARY: The services provided under this contract are solely for the benefit of the Client and neither this contract nor any services rendered hereunder shall give rise to, or shall be deemed or construed so as to confer any rights upon any other party as a third party beneficiary or otherwise, and Client agrees to indemnify MPC against any claims by such third parties.

19. CONFIDENTIALITY. Except as required by law, MPC agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent of the Client.

20. NON-EXCLUSIVITY. This Agreement shall not be construed as granting to MPC the exclusive right to respond to environmental problems experienced by Client; Client reserves the right to contract with other parties for such services as it deems necessary. Furthermore, Client understands that MPC has entered into similar emergency response service agreements with other parties, and as a result of those agreements it is possible that MPC may not be available to respond to Client's request for services. MPC does, however, intend to respond to the requests for services by Client if its personnel and equipment are available.

21. PRIMARY RESPONSE FACILITY. Although MPC maintains a worldwide subcontractor network, Client acknowledges that MPC's primary facility is located in Detroit, Michigan, and upon request by Client for emergency spill response services, MPC shall promptly mobilize reasonably necessary personnel and equipment and proceed to the site where services are to be rendered as quickly as reasonably possible.

22. FORCE MAJEURE. MPC shall not be deemed in default of this Agreement or any duty hereunder to the extent that any delay or failure in the performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, including, but without limitation, acts of God, acts of any governmental body, acts or delays of other subcontractors or suppliers, fire, flood or labor disturbances and severe weather.

23. INDEPENDENT CONTRACTOR. In performing services under this Agreement, MPC shall be deemed to be acting as an independent contractor, and is not the agent, servant, employee or representative of Client.

24. NOTICE. Except as otherwise provided for herein, all notices shall be in writing and sent to the address by certified mail or facsimile number as set forth under the signature of Client and MPC. Either party may change the contact information by providing notice to the other as provided herein.

25. ASSIGNMENT. Neither this Agreement, nor any claim or performance obligations arising in connection with performance of this Agreement, may be assigned or subcontracted by either party without the prior written consent of the other party. Any such assignment or delegation shall not relieve the assigning or delegating party of its obligations hereunder.

26. CAPTIONS. The captions used herein are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions hereof.

27. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. All litigation between the parties arising out of this Agreement shall be tried in federal and/or state courts located in County of Wayne, State of Michigan. The parties further agree that before such litigation is filed authorized representatives of the parties shall meet to try to resolve such dispute.

28. ENTIRE AGREEMENT. This agreement represents the entire understanding and agreement between the parties hereto, and supersedes any prior oral or written agreements or representation. This Agreement cannot be modified except by written instrument signed by both of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year above written.

CLIENT: Detroit International Bridge Company / Ambassador Bridge

STREET ADDRESS: 2660 West Fort Street

CITY, STATE, ZIP: Detroit, Michigan 48216

TELEPHONE #: 313 989 0136 option 6

FACSIMILE #: N/A

E-Mail ADDRESS: Rspader@ambassadorbridge.com

SIGNATURE: 

PRINTED NAME: Randy Spader - General Manager

The person signing this document on behalf of the Client acknowledges that he/she has the authority to contractually bind said Client in accordance with this Agreement and the General Terms and Conditions thereof.

**MARINE POLLUTION CONTROL CORP.**  
**d/b/a MPC ENVIRONMENTAL**

STREET ADDRESS: 8631 West Jefferson Avenue

CITY, STATE, ZIP: Detroit, Michigan 48209

TELEPHONE #: (313) 849-2333

FACSIMILE #: (313) 849-1623

E-Mail ADDRESS: sgciger@marinepollutioncontrol.com

SIGNATURE: 

PRINTED NAME: Shannon Geiger

The person signing this document on behalf of the MPC acknowledges that he/she has the authority to contractually bind said Client in accordance with this Agreement and the General Terms and Conditions thereof.



EXHIBIT A  
CURRENT RATE SCHEDULES\*

Emergency Response Rate Schedule  
Non-Emergency Response Rate Schedule

\* Rates subject to update annually, with or without notice.

**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Personnel</b>	
DISPATCH COORDINATOR (ST)	\$ 89.75
ENVIRONMENTAL DATABASE SPECIALIST (ST)	\$ 113.75
ENVIRONMENTAL COMPLIANCE SPECIALIST (ST)	\$ 101.00
EQUIPMENT OPERATOR (ST)	\$ 86.25
FIELD CLERK (ST)	\$ 94.75
FIELD COST ACCOUNTANT (ST)	\$ 109.25
FIELD SAFETY OFFICER (ST)	\$ 106.00
FOREMAN (ST)	\$ 105.00
PROJECT MANAGER (ST)	\$ 154.50
PUMP OPERATOR (ST)	\$ 100.00
PUMP SUPERVISOR (ST)	\$ 124.00
PUMP TECHNICIAN (ST)	\$ 71.50
RECOVERY TECHNICIAN (ST)	\$ 80.00
SAFETY MANAGER / DIRECTOR (ST)	\$ 194.75
SENIOR ADVISOR (ST)	\$ 157.50
SENIOR SCIENTIST / ENVIRONMENTAL ENGINEER (ST)	\$ 233.50
SUPERVISOR (ST)	\$ 112.75
TECHNICAL SERVICES PROFESSIONAL (ST)	\$ 122.00
TRACTOR/TRUCK DRIVER (ST)	\$ 94.75

**Time Definitions**

1) Personnel Rates Shown as Straight Time (ST) Rates. Overtime (OT) is charged at 1.5 times the ST rate and Double Time (DT) is charged at 1.75 times the ST rate.

2) Straight time (ST) will be billed between 0700 hrs and 1500 hrs, Monday through Friday. Overtime (OT) will be billed for hours worked before 0700 hrs and after 1500 hrs Monday through Friday and all day Saturday. Premium time (DT) will be billed for work performed on Sundays and all Federal holidays.

3) Daily rates are based on one (1) twelve (12) hour shift, with the exception of Marine Response Equipment and Pump Systems which are charged at the applicable hourly rate over a twenty four (24) hour day.

4) Rates for international projects are determined on a case by case basis, depending upon a number of factors, including but not limited to, nature of project, location of project, duration of project and other factors.

5) Prevailing Wage rates are *not* included in the above rates.

**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Fees &amp; Surcharges</b>	
AIR MASK PREMIUM (PER PERSON)	\$ 63.25
BIOLOGICAL AND/OR WMD SERVICES PREMIUM (PER PERSON)	\$ 131.50
HIGH ANGLE RESCUE ROPE CLIMBING PREMIUM (PER PERSON)	\$ 183.50
CREDIT CARD PAYMENT FEE	5%
ENVIRONMENTAL COMPLIANCE I (basic waste profile, approval & manifesting)	\$ 79.00
ENVIRONMENTAL COMPLIANCE II (multiple waste stream profiles, approvals, manifesting)	\$ 184.00
ENVIRONMENTAL COMPLIANCE III (DHS regulatory requirement compliance)	\$ 236.75
FUEL & INSURANCE SURCHARGE* - Variable %	Variable*
HAZARDOUS OR AGGRESSIVE CHEMICALS SURCHARGE	5%
NEW CUSTOMER CREDIT APPLICATION FEE	\$ 257.50
<b>Fuel &amp; Insurance Surcharge</b>	
<p>*A variable Fuel Surcharge and a 3% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region. The variable Fuel Surcharge is calculated at 5% based on a beginning cost of \$3.00/gallon. This surcharge will increase by 1% for each \$0.50/gallon increase above the beginning cost. If the cost of fuel decreases, the surcharge will decrease accordingly, based upon the same formula.</p>	
<b>Rolling Equipment</b>	
PICK UP TRUCK / SUV / PASSENGER VEHICLE (HR)	\$ 39.25
STAKE TRUCK (HR)	\$ 67.25
TRACTOR (HR)	\$ 68.25
BOX VAN TRAILER WITH LIFT GATE (HR)	\$ 73.50
DROP DECK TRAILER (HR)	\$ 52.50
DOUBLE DROP DECK (LOWBOY) TRAILER (HR)	\$ 79.00
FLATBED TRAILER (HR)	\$ 52.50
ROLL-OFF TRAILER (HR)	\$ 63.25
STORAGE TANKER (HR)	\$ 52.50
VAC TANKER (HR)	\$ 63.25
TURBO VACUUM UNIT (HR)	\$ 192.25
VACUUM TRUCK (HR)	\$ 128.50
WET / DRY VAC (HR)	\$ 193.75
HYDRO-X VACUUM UNIT (HR)	\$ 229.50
<b>Response Trailers and Storage Vessels</b>	
CYCLONE HOPPER (DAY)	\$ 110.25
POLY TANK (200-700 GAL.) (DAY)	\$ 65.25
ROLL-OFF BOX (DAY)	\$ 75.50
SKID TANK, 560 GAL (DAY)	\$ 71.50
SKID TANK, 1,000 GAL (DAY)	\$ 87.25
TRAILER, BOOM (DAY)	\$ 472.75
TRAILER, RESPONSE (DAY)	\$ 312.00
TRAILER, HOSE (DAY)	\$ 472.75
TRAILER, SMALL UTILITY (DAY)	\$ 112.25
VACUUM BOX (DAY)	\$ 83.25

All rates are portal to portal, with a minimum 6-hour call out per incident.  
Rates are subject to change annually with or without written notice.

**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

<u>Item</u>	<u>Rate</u>
<b>Waterblast and Line Jetting Equipment</b>	
LINE JETTING ATTACHMENT (HR)	\$ 39.75
MULTIPLE GUN VALVE (HR)	\$ 23.50
SPIN JET FLOOR CLEANER (HR)	\$ 39.75
SPIN NOZZLE (HR)	\$ 16.75
STACK/TANK CLEANING NOZZLE (HR)	\$ 31.50
WATERBLASTER, 13,000 PSI (TRUCK MOUNTED UNIT) (HR)	\$ 112.25
<b>Field Support Equipment</b>	
ACID / CHEMICAL VACUUM TRUCK HOSE (PER FOOT PER DAY) (DAY)	\$ 5.50
AIR COMPRESSOR (DAY)	\$ 483.50
ALL TERRAIN VEHICLE (DAY)	\$ 557.00
ASBESTOS KIT (DAY)	\$ 157.50
BOBCAT (WITH BUCKET ATTACHMENT) (DAY)	\$ 511.00
BOBCAT TRAILER (DAY)	\$ 122.50
BOBCAT ATTACHMENT - BACKHOE (DAY)	\$ 191.25
BOBCAT ATTACHMENT - PALLET FORK (DAY)	\$ 75.50
BOBCAT ATTACHMENT - SWEEPER (DAY)	\$ 129.50
BOBCAT ATTACHMENT - SNOW BLADE (DAY)	\$ 124.00
TAKEUCHI TRACKED SKID STEER (WITH BUCKET ATTACHMENT) (DAY)	\$ 673.25
TAKEUCHI 7 TON TRAILER (DAY)	\$ 183.50
TAKEUCHI ATTACHMENT HYDRAULIC - BRUSH HOG (DAY)	\$ 367.25
TAKEUCHI ATTACHMENT MECHANICAL - GRAPPLER (DAY)	\$ 134.75
CAMERA, DIGITAL (DAY)	\$ 39.75
CHAIN SAW (DAY)	\$ 38.75
COMMUNICATIONS EQUIPMENT (DAY)	\$ 98.00
CUNO FILTER ELEMENT (FILTERS CHARGED SEPARATELY) (DAY)	\$ 245.75
CUTOFF SAW (DAY)	\$ 64.25
CUTTING TORCH (DAY)	\$ 57.00
DRUM CART, HEAVY TERRAIN	\$ 71.50
DRUM CRUSHER (as separate unit. Requires powerpack) (DAY)	\$ 397.25
DRUM HEAD VAC OR SHOP VAC (DAY)	\$ 557.00
FOAM APPLICATOR (DAY)	\$ 295.25
FSI FILTER BAG UNIT (BAGS CHARGED SEPARATELY) (DAY)	\$ 158.50
GATOR AMPHIBIOUS ATV (DAY)	\$ 788.00
GENERATOR (SMALL) (DAY)	\$ 256.50
GPS DEVICE (DAY)	\$ 39.75
HEPA VAC (DAY)	\$ 210.00
HOLE SAW (DAY)	\$ 64.25
JACKHAMMER (30#) (DAY)	\$ 137.75
JACKHAMMER (90#) (DAY)	\$ 408.00
LAPTOP COMPUTER (DAY)	\$ 266.25
MERCURY KIT (DAY)	\$ 72.50
MERCURY VACUUM (DAY)	\$ 379.50
METAL LOCATOR (DAY)	\$ 84.25
MISCELLANEOUS ELECTRONIC DEVICES (DAY)	\$ 105.00
MISCELLANEOUS HAND TOOLS (DAY)	\$ 131.50
MISCELLANEOUS SUPPLIES (DAY)	\$ 131.50
MOBILE LIGHT PLANT (DAY)	\$ 516.00

All rates are portal to portal, with a minimum 6-hour call out per incident.  
Rates are subject to change annually with or without written notice.

**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Field Support Equipment (Continued)</b>	
PNEUMATIC DRILL (DAY)	\$ 256.50
PNEUMATIC RECIPROCATING SAW (DAY)	\$ 96.00
PORTABLE ARC WELDER (DAY)	\$ 176.50
PRESSURE WASHER (DAY)	\$ 575.25
PRESSURE WASHER EXTENSION LANCE (DAY)	\$ 230.50
SAWZALL (DAY)	\$ 153.00
SEWER PLUG (16"-30") (DAY)	\$ 122.00
SEWER PLUG (8"-12") (DAY)	\$ 82.00
SURVEY EQUIPMENT (DAY)	\$ 92.75
TEEL PUMP (DAY)	\$ 318.25
TRUCK RAMP (DAY)	\$ 66.25
<b>Safety &amp; HazMat Equipment</b>	
ACID / CHEMICAL BOOTS (PAIR)	\$ 192.25
ACID / CHEMICAL SUIT (CPF3) (EA)	\$ 123.00
ACID / CHEMICAL SUIT (CPF4) (EA)	\$ 123.00
ACID / CHEMICAL SUIT (TYCHEM BR) (EA)	\$ 317.25
ACID / CHEMICAL SUIT (TYCHEM F) (EA)	\$ 123.00
ACID / CHEMICAL SUIT (GREEN , GENERAL USE, FR RATED) (EA)	\$ 79.00
AIR BOTTLE REFILLS (CYINDER) - LOW PRESSURE ONLY (EA)	\$ 49.50
AIR BOTTLE REFILLS (SCBA BOTTLES) (EA)	\$ 27.50
AIR CYLINDER (CASCADE - INCLUDES GAGE & SPLITTER) (LOW & HIGH PRESSURE) (DAY)	\$ 113.25
AIR PACK/SCBA (LOW & HIGH PRESSURE) (DAY)	\$ 304.00
AIR TRAILER (INCL. 5-10 CYLINDERS, 300 FEET OF LINE, GAUGES, CASECADE SPLITTERS) (DAY)	\$ 343.75
BACON BOMB SAMPLER (DAY)	\$ 50.50
BOOTIES (PAIR)	\$ 14.75
BREATHING AIR CASCADE PRESSURE GAUGE (DAY)	\$ 33.75
BREATHING AIR LINE (50' SECTIONS) (DAY)	\$ 35.75
CASCADE SPLITTER, 4 PERSON (DAY)	\$ 33.75
CGI/COMBO METER (O2 / LEL / CO / H2S) (DAY)	\$ 129.50
COOLING VESTS (DAY)	\$ 64.25
DAVIT ARM (DAY)	\$ 72.50
DIGITAL THERMOMETER (DAY)	\$ 23.50
FALL ARREST SYSTEM KIT (INCLUDES TRIPOD, TAGLINES, HARNESSSES, LANYARDS) (DAY)	\$ 266.25
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (USAGE - DAY)	\$ 115.75
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (REPLACEMENT)	\$ 354.00
GLOVES, COTTON LINER (PER PAIR)	\$ 4.25
GLOVES, LEATHER (PER PAIR)	\$ 7.25
GLOVES, LEATHER + THERMAL INSULATED - WINTER WORK (PER PAIR)	\$ 19.50
GLOVES, NEOPRENE (PER PAIR)	\$ 8.50
GLOVES, NITRILE LINERS (BOX OF 100 EACH)	\$ 27.50
GLOVES, PVC (PER PAIR)	\$ 4.50
GROUNDING KIT (DAY)	\$ 192.25
H2S PERSONAL MONITOR / CO PERSONAL MONITOR (DAY)	\$ 89.75
HAND AUGER (DAY)	\$ 94.75
HCN/H2S MONITOX METER (DAY)	\$ 174.50

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**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Safety &amp; HazMat Equipment (Continued)</b>	
HIP/CHEST WADERS (DAY)	\$ 20.50
INTRINSICALLY SAFE BLOWER (DAY)	\$ 357.00
LEVEL A AIR SUIT (REPLACEMENT)	\$ 1,308.25
LEVEL A AIR SUIT (USAGE) (DAY)	\$ 352.00
NOMEX COVERALL, LIMITED WEAR DISPOSABLE (FLASH PROTECTION) (DAY)	\$ 58.25
ORGANIC VAPOR METER (DAY)	\$ 129.50
PERSONAL FALL PROTECTION DEVICE (1 PERSON HOIST) (DAY)	\$ 15.75
pH METER (DAY)	\$ 129.50
PHOTOIONIZATION DETECTOR (PID) - MULTIRAE (DAY)	\$ 357.00
PORTABLE EYE WASH (DAY)	\$ 34.75
POSITIVE/NEGATIVE AIR TANK BLOWER (DAY)	\$ 266.25
RAIN GEAR (EACH)	\$ 36.25
RESPIRATOR, AIR PURIFYING (DAY)	\$ 74.50
SARANEX SUIT (EACH)	\$ 35.75
TYVEK SUIT (EACH)	\$ 25.50
VENTURI AIR HORN (DAY)	\$ 110.25
<b>Marine Response Equipment</b>	
BOOM RENTAL, LARGE (OVER 6" X 6") (PER FOOT PER DAY)	\$ 3.50
BOOM RENTAL, SMALL (6" X 6") (PER FOOT PER DAY)	\$ 2.50
BRUSH SKIMMER 18" - up to 40gpm Capacity (Requires powerpack; billed separately) (DAY)	\$ 898.50
BUDA I WORK BARGE (DAY)	\$ 4,514.50
BUDA II VACUUM BARGE (DAY)	\$ 5,475.25
COMMAND VESSEL (DAY)	\$ 1,335.25
DRUM SKIMMER 12" - up to 15gpm Capacity (Requires Pneumatic supply; billed separately) (DAY)	\$ 659.00
DRUM SKIMMER 24" - up to 50gpm Capacity (Requires powerpack; billed separately) (DAY)	\$ 1,142.50
FLOAT SUIT (DAY)	\$ 113.75
JOHN BOAT; NO MOTOR (DAY)	\$ 47.50
JOHN BOAT WITH OUTBOARD MOTOR (DAY)	\$ 349.75
LIFE JACKET (DAY)	\$ 38.75
LIGHTED MARKER BUOY WITH ANCHOR (DAY)	\$ 45.50
OIL MOP SKIMMER (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 421.25
ROPE MOP SKIMMER (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 419.25
OUTBOARD UTILITY VESSEL (DAY)	\$ 568.75
PONTOON WORK BOAT WITH MOTOR (DAY)	\$ 1,437.25
WEIR SKIMMER (Slickbar Slurp or Acme Circular) (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 270.25
WORK BOAT (20'), TWIN ENGINE (DAY)	\$ 1,142.50
<b>Pumps and Ancillary Equipment</b>	
FUEL FOR HYDRUALIC POWERPACKS	Cost + 30%
ADAPTS PUMPING SYSTEM (DAY)	\$ 3,812.75
ADAPTS PUMPING SYSTEM WITH ZONE II POWERPACK (DAY)	\$ 5,639.50
HIGH CAPACITY PUMPING SYSTEM (DAY)	\$ 4,713.50
HIGH CAPACITY PUMPING SYSTEM WITH ZONE II POWERPACK (DAY)	\$ 6,540.25

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**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Pumps and Ancillary Equipment (Continued)</b>	
AIR DIAPHRAGM PUMP, 2" (DAY)	\$ 188.75
AIR DIAPHRAGM PUMP, 3" (DAY)	\$ 188.75
AIR DIAPHRAGM PUMP REBUILD KIT (PER JOB)	\$ 1,224.00
CENTRIFUGAL PUMP, 2" (DAY)	\$ 186.25
CENTRIFUGAL PUMP, 3" (DAY)	\$ 228.00
CENTRIFUGAL PUMP, 4" (DAY)	\$ 266.25
CHEMICAL TRANSFER EQUIPMENT CONTAINER (DAY)	\$ 810.00
DISCHARGE HOSE, ADDITIONAL (per foot) (DAY)	\$ 4.50
ELECTRIC SUBMERSIBLE PUMP, 2"-3" (DAY)	\$ 182.00
FIRE MONITOR (used with pumping system) (DAY)	\$ 2,766.25
FITTINGS CHARGE (PER TRANSFER)	\$ 244.75
HOT TAP UNIT (DAY)	\$ 1,591.75
HYDRAULIC FLOW CONTROL SPLITTER (DAY)	\$ 480.50
HYDRAULIC HOSE, ADDITIONAL (per foot) (DAY)	\$ 4.50
KMA 333 SKIMMER COLLAR - FLOATING WEIR 150GPM CAPACITY NOTE: (Requires pump and powerpack; billed separately) (DAY)	\$ 1,806.50
MARINE FENDER (5' X 10') (DAY)	\$ 305.00
MISC. STEAM FITTINGS (KIT) (DAY)	\$ 443.75
POWERPACK (DAY)	\$ 1,723.25
POWERPACK - ZONE II (DAY)	\$ 3,550.50
STEAM COIL (DAY)	\$ 367.75
STEAM EQUIPMENT CONTAINER (DAY)	\$ 567.75
STEAM HOSE (PER FOOT) (DAY)	\$ 4.50
SUBMERSIBLE PUMP, ADDITIONAL (DAY)	\$ 1,142.50
TANK TAP/6" VALVE, EACH TAP (DAY)	Cost + 30%
TAP BIT REPLACEMENT (DAY)	Cost + 30%
TRASH PUMP, 2" (GAS POWERED) (DAY)	\$ 189.25
TRASH PUMP, 3" (GAS POWERED) (DAY)	\$ 189.25
TRASH PUMP, 4" (GAS POWERED) (DAY)	\$ 228.00
TRIPOD, ADDITIONAL (DAY)	\$ 192.25
<b>Consumables</b>	
ACID PADS (GREEN 100/BALE) PER BALE (EA)	\$ 53.00
BSM BARRIER SPILL MAT WITH RUBBER BACKING (36" X 100") ROLL (EA)	\$ 137.75
BAILER, 3/4" (EA)	\$ 9.75
BAILER, 1 1/2" (EA)	\$ 11.75
BARRICADE TAPE (3" X 1000') - PER ROLL (EA)	\$ 26.50
BATTERY PALLET (EA)	\$ 46.00
BUCKET (EA)	\$ 16.75
CARBIDE HOLE SAW BLADES (EACH)	\$ 157.50
CHEMICAL TAPE (PER ROLL)	\$ 62.25
CLOTH DUCT TAPE (PER ROLL)	\$ 9.75
CRUDE-X, PER GALLON (EA)	\$ 74.25
CUNO FILTER REPLACEMENT PACK (EA)	\$ 205.00
DRIP PANS WITH PILLOWS, PER PAN (EA)	\$ 11.75
DRUM LABEL (EA)	\$ 2.50
DRUM LINERS (EACH)	\$ 2.50
DRUM, 20 GALLON (POLY, LABPACK) (EA)	\$ 71.50
DRUM, 55 GALLON (POLY) (EA)	\$ 76.50
DRUM, 55 GALLON (STEEL, RECONDITIONED) (EA)	\$ 60.25

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**Marine Pollution Control Corp.**  
**EMERGENCY RESPONSE RATE SCHEDULE**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Consumables (Continued)</b>	
FILTER CHANGE (NEGATIVE AIR MACHINE) (EA)	\$ 67.25
FSI FILTER BAG REPLACEMENT (EA)	\$ 18.75
HAZMAT / UNIVERSAL PADS (YELLOW 100/BALE) PER BALE (EA)	\$ 53.00
IRRIGATION HOSE (4" x 100' ROLLS) (EA)	\$ 163.25
IRRIGATION HOSE (6" x 100' ROLLS) (EA)	\$ 292.25
LESS THAN 10 CLEANING SOLUTION, PER 55 GALLON DRUM (EA)	\$ 3,664.75
LESS THAN 10 CLEANING SOLUTION, PER GALLON (GAL)	\$ 74.25
METAL-X, PER GALLON (GAL)	\$ 74.25
OVERPACK, 95 GALLON (EA)	\$ 287.00
PIPE-X, PER GALLON (GAL)	\$ 74.25
PILLOWS / HAZMAT / UNIVERSAL / ACID (YEL OR GRN 12/CS) PER CASE (CS)	\$ 105.00
PUMP SPRAYERS (EACH)	\$ 48.50
PUSHBROOM (REPLACEMENT) (EA)	\$ 73.50
RAGS (PER POUND)	\$ 2.50
RAG RUG CARPET (36" X 100') ROLL (EA)	\$ 73.50
RESPIRATOR CARTRIDGES - TYPE GME P100 (PER PAIR)	\$ 42.25
RESPIRATOR CARTRIDGES - TYPE: MERSORB (PER PAIR)	\$ 76.00
ROLL OFF BOX LINER (4.0 mil) (EA)	\$ 47.75
ROPE (3/8" POLY, 600 FEET PER SPOOL) - (PER SPOOL)	\$ 134.75
RUBBERIZER 2.25" X 50' BOOM (EACH)	\$ 683.00
RUBBERIZER 2.25" X 50' BOOM (PER DRUM)	\$ 3,467.00
RUBBERIZER 3.25" X 50' BOOM (EACH)	\$ 1,155.75
RUBBERIZER 3.25" X 50' BOOM (PER DRUM)	\$ 3,151.75
RUBBERIZER PARTICULATE (50 LB. BOX)	\$ 1,050.50
SAMPLE JAR (40 ML) (EA)	\$ 4.50
SAMPLE JAR (4 OZ) (EA)	\$ 8.00
SAMPLE JAR (8 OZ) (EA)	\$ 9.25
SAMPLE JAR (16 OZ) (EA)	\$ 10.50
SAMPLE JAR (32 OZ) (EA)	\$ 14.50
SCRUB BRUSH (REPLACEMENT) (EA)	\$ 43.75
SHOVEL (REPLACEMENT) (EA)	\$ 51.00
SOCK / HAZMAT / UNIVERSAL (YELLOW 40/CS) PER CASE (CS)	\$ 132.50
SODA ASH (PER BAG) (EA)	\$ 43.75
SORB-ALL, PER 40 LB. BAG (EA)	\$ 14.50
SPC 510 SORBENT BOOM, PER BALE (EA)	\$ 203.00
SPC 810/813 SORBENT BOOM, PER BALE (EA)	\$ 378.50
SIR 36 SORBENT CARPET (36" x 300'), PER ROLL (EA)	\$ 513.00
SORBENT PADS (100/BALE), PER BALE (EA)	\$ 139.75
VISQUEEN (4.0 MIL, 100 FT ROLL) (EA)	\$ 116.75
VISQUEEN (6.0 MIL, 100 FT ROLL) (EA)	\$ 184.00
<b>Reimbursable Costs</b>	
ANALYTICAL SERVICES	Cost + 30%
DISPOSAL SERVICES	Cost + 30%
LODGING, AS APPLICABLE	Cost + 30%
LOSS/DAMAGE TO EQUIPMENT BEYOND NORMAL WEAR AND TEAR	Cost + 30%
MATERIALS	Cost + 30%
PER DIEM (VARIES BASED ON THE FEDERAL PER DIEM RATES AS PUBLISHED BY THE US GENERAL SERVICES ADMINISTRATION - <a href="http://www.gsa.gov">http://www.gsa.gov</a> )	VARIES BY LOCATION
SUBCONTRACTORS	Cost + 30%
TRAVEL (AIR FARE, TAXI, CAR RENTAL), AS APPLICABLE	Cost + 30%

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**Marine Pollution Control Corp.  
Non-Emergency Services Rate Schedule  
Effective Date, March 1st, 2019**

Item	Rate
<b>Personnel</b>	
DISPATCH COORDINATOR (ST)	\$ 54.00
ENVIRONMENTAL DATABASE SPECIALIST (ST)	\$ 80.25
ENVIRONMENTAL COMPLIANCE SPECIALIST (ST)	\$ 61.75
EQUIPMENT OPERATOR (ST)	\$ 53.50
FIELD CLERK (ST)	\$ 49.50
FIELD COST ACCOUNTANT (ST)	\$ 72.50
FIELD SAFETY OFFICER (ST)	\$ 60.75
FOREMAN (ST)	\$ 60.75
PROJECT MANAGER (ST)	\$ 73.75
PUMP OPERATOR (ST)	\$ 60.75
PUMP SUPERVISOR (ST)	\$ 63.75
PUMP TECHNICIAN (ST)	\$ 51.00
RECOVERY TECHNICIAN (ST)	\$ 43.25
SAFETY MANAGER / DIRECTOR (ST)	\$ 116.50
SENIOR ADVISOR (ST)	\$ 96.25
SENIOR SCIENTIST / ENVIRONMENTAL ENGINEER (ST)	\$ 141.00
SUPERVISOR (ST)	\$ 68.00
TECHNICAL SERVICES PROFESSIONAL (ST)	\$ 86.50
TRACTOR/TRUCK DRIVER (ST)	\$ 56.75

**Time Definitions**

1) Personnel Rates Shown as Straight Time (ST) Rates. Overtime (OT) is charged at 1.5 times the ST rate and Double Time (DT) is charged at 2 times the ST rate.

2) Straight time (ST) will be billed between 0700 hrs and 1500 hrs, Monday through Friday. Overtime (OT) will be billed for hours worked before 0700 hrs and after 1500 hrs Monday through Friday and all day Saturday. Premium time (DT) will be billed for work performed on Sundays and all Federal holidays.

3) Daily rates are based on one (1) twelve (12) hour shift, with the exception of Marine Response Equipment and Pump Systems which are charged at the applicable hourly rate over a twenty four (24) hour day.

4) Emergency Response Services will be invoiced pursuant to Marine Pollution Control Corporation's Emergency Response Rate Schedule, Effective **March 1st, 2019**.

5) Rates for international projects are determined on a case by case basis, depending upon a number of factors, including but not limited to, nature of project, location of project, duration of project and other factors.

6) Prevailing Wage rates are *not* included in the above rates.

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Rates are subject to change annually with or without written notice.

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**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Fees &amp; Surcharges</b>	
AIR MASK PREMIUM (PER PERSON)	\$ 54.00
BIOLOGICAL AND/OR WMD SERVICES PREMIUM (PER PERSON)	\$ 108.25
HIGH ANGLE RESCUE ROPE CLIMBING PREMIUM (PER PERSON)	\$ 154.50
CREDIT CARD PAYMENT FEE	5%
ENVIRONMENTAL COMPLIANCE I (basic waste profile, approval & manifesting)	\$ 54.00
ENVIRONMENTAL COMPLIANCE II (multiple waste stream profiles, approvals, manifesting)	\$ 162.25
ENVIRONMENTAL COMPLIANCE III (DHS regulatory requirement compliance)	\$ 216.25
FUEL & INSURANCE SURCHARGE* - Variable %	Variable*
HAZARDOUS OR AGGRESSIVE CHEMICALS SURCHARGE	5%
NEW CUSTOMER CREDIT APPLICATION FEE	\$ 210.00
<b>Fuel &amp; Insurance Surcharge</b>	
<p>*A variable Fuel Surcharge and a 3% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region. The variable Fuel Surcharge is calculated at 5% based on a beginning cost of \$3.00/gallon. This surcharge will increase by 1% for each \$0.50/gallon increase above the beginning cost. If the cost of fuel decreases, the surcharge will decrease accordingly, based upon the same formula.</p>	
<b>Rolling Equipment</b>	
PICK UP TRUCK / SUV / PASSENGER VEHICLE (HR)	\$ 21.75
STAKE TRUCK (HR)	\$ 24.75
TRACTOR (HR)	\$ 32.50
BOX VAN TRAILER WITH LIFT GATE (HR)	\$ 32.50
DROP DECK TRAILER (HR)	\$ 27.25
DOUBLE DROP DECK (LOWBOY) TRAILER (HR)	\$ 38.00
FLATBED TRAILER (HR)	\$ 27.25
ROLL-OFF TRAILER (HR)	\$ 32.50
STORAGE TANKER (HR)	\$ 21.75
VAC TANKER (HR)	\$ 32.50
TURBO VACUUM UNIT (HR)	\$ 73.75
VACUUM TRUCK (HR)	\$ 49.00
WET / DRY VAC	\$ 128.75
HYDRO-X VACUUM UNIT (HR)	\$ 154.50
<b>Response Trailers and Storage Vessels</b>	
CYCLONE HOPPER (DAY)	\$ 95.25
POLY TANK (200-700 GAL.) (DAY)	\$ 41.25
ROLL-OFF BOX (DAY)	\$ 15.50
SKID TANK, 550 GAL (DAY)	\$ 41.25
SKID TANK, 1,000 GAL (DAY)	\$ 41.25
TRAILER, BOOM (DAY)	\$ 246.75
TRAILER, RESPONSE (DAY)	\$ 272.00
TRAILER, HOSE (DAY)	\$ 247.25
TRAILER, SMALL UTILITY (DAY)	\$ 51.50
VACUUM BOX (DAY)	\$ 62.75

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**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Waterblast and Line Jetting Equipment</b>	
LINE JETTING ATTACHMENT (HR)	\$ 19.50
MULTIPLE GUN VALVE (HR)	\$ 13.50
SPIN JET FLOOR CLEANER (HR)	\$ 23.75
SPIN NOZZLE (HR)	\$ 8.75
STACK/TANK CLEANING NOZZLE (HR)	\$ 19.50
WATERBLASTER, 13,000 PSI (TRUCK MOUNTED UNIT) (HR)	\$ 79.25
<b>Field Support Equipment</b>	
ACID / CHEMICAL VACUUM TRUCK HOSE (PER FOOT PER DAY) (DAY)	\$ 3.75
AIR COMPRESSOR (DAY)	\$ 325.50
ALL TERRAIN VEHICLE (DAY)	\$ 272.00
ASBESTOS KIT (DAY)	\$ 108.25
BOBCAT (WITH BUCKET ATTACHMENT) (DAY)	\$ 369.75
BOBCAT TRAILER (DAY)	\$ 92.75
BOBCAT ATTACHMENT - BACKHOE (DAY)	\$ 148.25
BOBCAT ATTACHMENT - PALLET FORK (DAY)	\$ 41.25
BOBCAT ATTACHMENT - SWEEPER (DAY)	\$ 95.25
BOBCAT ATTACHMENT - SNOW BLADE (DAY)	\$ 88.50
TAKEUCHI TRACKED SKID STEER (WITH BUCKET ATTACHMENT) (DAY)	\$ 509.75
TAKEUCHI 7 TON TRAILER (DAY)	\$ 139.00
TAKEUCHI ATTACHMENT HYDRAULIC - BRUSH HOG (DAY)	\$ 278.00
TAKEUCHI ATTACHMENT MECHANICAL - GRAPPLER (DAY)	\$ 102.00
CAMERA, DIGITAL (DAY)	\$ 29.25
CHAIN SAW (DAY)	\$ 21.75
COMMUNICATIONS EQUIPMENT (DAY)	\$ 74.75
CUNO FILTER ELEMENT (FILTERS CHARGED SEPARATELY) (DAY)	\$ 211.25
CUTOFF SAW (DAY)	\$ 21.75
CUTTING TORCH (DAY)	\$ 40.25
DRUM CART, HEAVY TERRAIN	\$ 51.50
DRUM CRUSHER (as separate unit. Requires powerpack) (DAY)	\$ 272.00
DRUM HEAD VAC OR SHOP VAC (DAY)	\$ 121.50
FOAM APPLICATOR (DAY)	\$ 203.50
FSI FILTER BAG UNIT (BAGS CHARGED SEPARATELY) (DAY)	\$ 136.50
GATOR AMPHIBIOUS ATV (DAY)	\$ 486.75
GENERATOR (SMALL) (DAY)	\$ 122.50
GPS DEVICE (DAY)	\$ 29.25
HEPA VAC (DAY)	\$ 108.25
HOLE SAW (DAY)	\$ 21.75
JACKHAMMER (30#) (DAY)	\$ 92.75
JACKHAMMER (90#) (DAY)	\$ 257.50
LAPTOP COMPUTER (DAY)	\$ 130.75
MERCURY KIT (DAY)	\$ 65.00
MERCURY VACUUM (DAY)	\$ 272.00
METAL LOGATOR (DAY)	\$ 68.00
MISCELLANEOUS ELECTRONIC DEVICES (DAY)	\$ 65.00
MISCELLANEOUS HAND TOOLS (DAY)	\$ 65.00
MISCELLANEOUS SUPPLIES (DAY)	\$ 65.00

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**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Field Support Equipment (Continued)</b>	
MOBILE LIGHT PLANT (DAY)	\$ 203.50
PNEUMATIC DRILL (DAY)	\$ 154.50
PNEUMATIC RECIPROCATING SAW (DAY)	\$ 68.00
PORTABLE ARC WELDER (DAY)	\$ 148.25
PRESSURE WASHER (DAY)	\$ 337.75
PRESSURE WASHER EXTENSION LANCE (DAY)	\$ 169.00
SAWZALL (DAY)	\$ 51.50
SEWER PLUG (16"-30") (DAY)	\$ 87.50
SEWER PLUG (8"-12") (DAY)	\$ 59.75
SURVEY EQUIPMENT (DAY)	\$ 68.00
TEEL PUMP (DAY)	\$ 102.00
TRUCK RAMP (DAY)	\$ 51.50
<b>Safety &amp; HazMat Equipment</b>	
ACID / CHEMICAL BOOTS (PAIR)	\$ 152.50
ACID / CHEMICAL SUIT (CPF3) (EA)	\$ 97.25
ACID / CHEMICAL SUIT (CPF4) (EA)	\$ 97.25
ACID / CHEMICAL SUIT (TYCHEM BR) (EA)	\$ 251.25
ACID / CHEMICAL SUIT (TYCHEM F) (EA)	\$ 97.25
ACID / CHEMICAL SUIT (GREEN , GENERAL USE, FR RATED) (EA)	\$ 57.75
AIR BOTTLE REFILLS (CYINDER) - LOW PRESSURE ONLY (EA)	\$ 37.00
AIR BOTTLE REFILLS (SCBA BOTTLES) (EA)	\$ 20.50
AIR CYLINDER (CASCADE - INCLUDES GAGE & SPLITTER) (LOW & HIGH PRESSURE) (DAY)	\$ 68.00
AIR PACK/SCBA (LOW & HIGH PRESSURE) (DAY)	\$ 272.00
AIR TRAILER (INCL. 5-10 CYLINDERS, 300 FEET OF LINE, GAUGES, CASECADE SPLITTERS) (DAY)	\$ 205.50
BACON BOMB SAMPLER (DAY)	\$ 19.50
BOOTIES (PAIR)	\$ 13.50
BREATHING AIR CASCADE PRESSURE GAUGE (DAY)	\$ 23.75
BREATHING AIR LINE (50' SECTIONS) (DAY)	\$ 25.75
CASCADE SPLITTER, 4 PERSON (DAY)	\$ 23.75
CGI/COMBO METER (O2 / LEL / CO / H2S) (DAY)	\$ 94.25
COOLING VESTS (DAY)	\$ 30.50
DAVIT ARM (DAY)	\$ 52.00
DIGITAL THERMOMETER (DAY)	\$ 20.50
FALL ARREST SYSTEM KIT (INCLUDES TRIPOD, TAGLINES, HARNESSSES, LANYARDS) (DAY)	\$ 170.00
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (USAGE - DAY)	\$ 92.25
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (REPLACEMENT)	\$ 280.25
GLOVES, COTTON LINER (PER PAIR)	\$ 3.25
GLOVES, LEATHER (PER PAIR)	\$ 6.00
GLOVES, LEATHER + THERMAL INSULATED - WINTER WORK (PER PAIR)	\$ 16.00
GLOVES, NEOPRENE (PER PAIR)	\$ 6.75
GLOVES, NITRILE LINERS (BOX OF 100 EACH)	\$ 21.75
GLOVES, PVC (PER PAIR)	\$ 3.25
GROUNDING KIT (DAY)	\$ 176.25
H2S PERSONAL MONITOR / CO PERSONAL MONITOR (DAY)	\$ 56.75

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**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Safety &amp; HazMat Equipment (Continued)</b>	
HAND AUGER (DAY)	\$ 65.00
HCN/H2S MONITOX METER (DAY)	\$ 130.75
HIP/CHEST WADERS (DAY)	\$ 14.50
INTRINSICALLY SAFE BLOWER (DAY)	\$ 206.00
LEVEL A AIR SUIT (REPLACEMENT)	\$ 1,071.25
LEVEL A AIR SUIT (USAGE) (DAY)	\$ 272.00
NOMEX COVERALL, LIMITED WEAR DISPOSABLE (FLASH PROTECTION) (DAY)	\$ 45.25
ORGANIC VAPOR METER (DAY)	\$ 102.00
PERSONAL FALL PROTECTION DEVICE (1 PERSON HOIST) (DAY)	\$ 12.25
pH METER (DAY)	\$ 102.00
PHOTOIONIZATION DETECTOR (PID) - MULTIRAE (DAY)	\$ 257.50
PORTABLE EYE WASH (DAY)	\$ 23.75
POSITIVE/NEGATIVE AIR TANK BLOWER (DAY)	\$ 68.00
RAIN GEAR (EACH)	\$ 29.75
RESPIRATOR, AIR PURIFYING (DAY)	\$ 43.25
SARANEX SUIT (EACH)	\$ 25.75
TYVEK SUIT (EACH)	\$ 21.75
VENTURI AIR HORN (DAY)	\$ 102.00
<b>Marine Response Equipment</b>	
BOOM RENTAL, LARGE (OVER 6" X 6") (PER FOOT PER DAY)	\$ 2.25
BOOM RENTAL, SMALL (6" X 6") (PER FOOT PER DAY)	\$ 1.50
BRUSH SKIMMER 18" - up to 40gpm Capacity (Requires powerpack; billed separately) (DAY)	\$ 811.25
BUDA I WORK BARGE (DAY)	\$ 3,900.50
BUDA II VACUUM BARGE (DAY)	\$ 4,196.25
COMMAND VESSEL (DAY)	\$ 1,081.50
DRUM SKIMMER 12" - up to 15gpm Capacity (Requires Pneumatic supply; billed separately) (DAY)	\$ 595.25
DRUM SKIMMER 24" - up to 50gpm Capacity (Requires powerpack; billed separately) (DAY)	\$ 1,014.50
FLOAT SUIT (DAY)	\$ 102.00
JOHN BOAT; NO MOTOR (DAY)	\$ 41.25
JOHN BOAT WITH OUTBOARD MOTOR (DAY)	\$ 270.50
LIFE JACKET (DAY)	\$ 34.00
LIGHTED MARKER BUOY WITH ANCHOR (DAY)	\$ 38.00
OIL MOP SKIMMER (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 238.00
ROPE MOP SKIMMER (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 378.50
OUTBOARD UTILITY VESSEL (DAY)	\$ 327.50
PONTOON WORK BOAT WITH MOTOR (DAY)	\$ 1,297.75
WEIR SKIMMER (Slickbar Slurp or Acme Circular) (Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately) (DAY)	\$ 243.50
WORK BOAT (20'), TWIN ENGINE (DAY)	\$ 1,017.75

All rates are portal to portal, with a minimum 4-hour call out per incident.  
Rates are subject to change annually with or without written notice.



**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Pumps and Ancillary Equipment</b>	
FUEL FOR HYDRUALIC POWERPACKS	Cost + 20%
ADAPTS PUMPING SYSTEM (DAY)	\$ 2,433.50
ADAPTS PUMPING SYSTEM <i>WITH ZONE II POWERPACK</i> (DAY)	\$ 3,787.25
HIGH CAPACITY PUMPING SYSTEM (DAY)	\$ 3,262.00
HIGH CAPACITY PUMPING SYSTEM <i>WITH ZONE II POWERPACK</i> (DAY)	\$ 4,616.00
AIR DIAPHRAGM PUMP, 2" (DAY)	\$ 142.25
AIR DIAPHRAGM PUMP, 3" (DAY)	\$ 142.25
AIR DIAPHRAGM PUMP REBUILD KIT (PER JOB)	\$ 927.00
CENTRIFUGAL PUMP, 2" (DAY)	\$ 170.00
CENTRIFUGAL PUMP, 3" (DAY)	\$ 204.00
CENTRIFUGAL PUMP, 4" (DAY)	\$ 237.00
CHEMICAL TRANSFER EQUIPMENT CONTAINER (DAY)	\$ 585.00
DISCHARGE HOSE, ADDITIONAL (per foot) (DAY)	\$ 3.50
ELECTRIC SUBMERSIBLE PUMP, 2"-3" (DAY)	\$ 119.00
FIRE MONITOR (used with pumping system) (DAY)	\$ 2,133.25
FITTINGS CHARGE (PER TRANSFER)	\$ 185.50
HOT TAP UNIT (DAY)	\$ 1,150.50
HYDRAULIC FLOW CONTROL SPLITTER (DAY)	\$ 307.50
HYDRAULIC HOSE, ADDITIONAL (per foot) (DAY)	\$ 3.50
KMA 333 SKIMMER COLLAR - FLOATING WEIR 150GPM CAPACITY NOTE: <i>(Requires pump and powerpack; billed separately)</i> (DAY)	\$ 1,630.00
MARINE FENDER (5' X 10') (DAY)	\$ 272.00
MISC. STEAM FITTINGS (KIT) (DAY)	\$ 388.25
POWERPACK (DAY)	\$ 1,246.25
POWERPACK - <i>ZONE II</i> (DAY)	\$ 2,599.75
STEAM COIL (DAY)	\$ 323.50
STEAM EQUIPMENT CONTAINER (DAY)	\$ 410.00
STEAM HOSE (PER FOOT) (DAY)	\$ 3.50
SUBMERSIBLE PUMP, ADDITIONAL (DAY)	\$ 1,014.50
TANK TAP/6" VALVE, EACH TAP (DAY)	Cost + 20%
TAP BIT REPLACEMENT (DAY)	Cost + 20%
TRASH PUMP, 2" (GAS POWERED) (DAY)	\$ 121.50
TRASH PUMP, 3" (GAS POWERED) (DAY)	\$ 121.50
TRASH PUMP, 4" (GAS POWERED) (DAY)	\$ 121.50
TRIPOD, ADDITIONAL (DAY)	\$ 176.25
<b>Consumables</b>	
ACID PADS (GREEN 100/BALE) PER BALE (EA)	\$ 48.50
BSM BARRIER SPILL MAT WITH RUBBER BACKING (36" X 100') ROLL (EA)	\$ 109.25
BAILER, 3/4" (EA)	\$ 6.75
BAILER, 1 1/2" (EA)	\$ 8.25
BARRICADE TAPE (3" X 1000') - PER ROLL (EA)	\$ 19.50
BATTERY PALLET	\$ 38.00
BUCKET (EA)	\$ 15.50
CARBIDE HOLE SAW BLADES (EACH)	\$ 130.75
CHEMICAL TAPE (PER ROLL)	\$ 44.25
CLOTH DUCT TAPE (PER ROLL)	\$ 8.25

All rates are portal to portal, with a minimum 4-hour call out per incident.  
Rates are subject to change annually with or without written notice.

**Marine Pollution Control Corp.**  
**Non-Emergency Services Rate Schedule**  
**Effective Date, March 1st, 2019**

Item	Rate
<b>Consumables (Continued)</b>	
CRUDE-X, PER GALLON (EA)	\$ 56.00
CUNO FILTER REPLACEMENT PACK (EA)	\$ 148.25
DRIP PANS WITH PILLOWS, PER PAN (EA)	\$ 9.25
DRUM LABEL (EA)	\$ 1.50
DRUM LINERS (EACH)	\$ 2.25
DRUM, 20 GALLON (POLY LABPACK) (EA)	\$ 65.00
DRUM, 55 GALLON (POLY) (EA)	\$ 67.00
DRUM, 55 GALLON (STEEL, RECONDITIONED) (EA)	\$ 43.25
FILTER CHANGE (NEGATIVE AIR MACHINE) (EA)	\$ 53.00
FSI FILTER BAG REPLACEMENT (EA)	\$ 13.50
HAZMAT / UNIVERSAL PADS (YELLOW 100/BALE) PER BALE (EA)	\$ 48.50
IRRIGATION HOSE (4" x 100' ROLLS) (EA)	\$ 149.25
IRRIGATION HOSE (6" x 100' ROLLS) (EA)	\$ 226.00
LESS THAN 10 CLEANING SOLUTION, PER 55 GALLON DRUM (EA)	\$ 2,994.00
LESS THAN 10 CLEANING SOLUTION, PER GALLON (GAL)	\$ 56.00
METAL-X, PER GALLON (GAL)	\$ 56.00
OVERPACK, 95 GALLON (EA)	\$ 227.00
PIPE-X, PER GALLON (GAL)	\$ 56.00
PILLOWS / HAZMAT / UNIVERSAL / ACID (YEL OR GRN 12/CS) PER CASE (CS)	\$ 97.25
PUMP SPRAYERS (EACH)	\$ 36.00
PUSHBROOM (REPLACEMENT) (EA)	\$ 57.75
RAGS (PER POUND)	\$ 1.50
RAG RUG CARPET (36" X 100') ROLL (EA)	\$ 54.50
RESPIRATOR CARTRIDGES - TYPE GME P100 (PER PAIR)	\$ 34.00
RESPIRATOR CARTRIDGES - TYPE: MERSORB (PER PAIR)	\$ 59.75
ROLL OFF BOX LINER (4.0 mil) (EA)	\$ 36.00
ROPE (3/8" POLY, 600 FEET PER SPOOL) - (PER SPOOL)	\$ 97.25
RUBBERIZER 2.25" X 50' BOOM (EACH)	\$ 594.75
RUBBERIZER 2.25" X 50' BOOM (PER DRUM)	\$ 3,460.75
RUBBERIZER 3.25" X 50' BOOM (EACH)	\$ 1,027.50
RUBBERIZER 3.25" X 50' BOOM (PER DRUM)	\$ 3,055.50
RUBBERIZER PARTICULATE (50 LB. BOX)	\$ 919.25
SAMPLE JAR (40 ML) (EA)	\$ 3.75
SAMPLE JAR (4 OZ) (EA)	\$ 6.00
SAMPLE JAR (8 OZ) (EA)	\$ 7.00
SAMPLE JAR (16 OZ) (EA)	\$ 8.00
SAMPLE JAR (32 OZ) (EA)	\$ 11.00
SCRUB BRUSH (REPLACEMENT) (EA)	\$ 33.00
SHOVEL (REPLACEMENT) (EA)	\$ 38.50
SOCK / HAZMAT / UNIVERSAL (YELLOW 40/CS) PER CASE (CS)	\$ 105.00
SODA ASH (PER BAG) (EA)	\$ 40.25
SORB-ALL, PER 40 LB. BAG (EA)	\$ 11.00
SPC 510 SORBENT BOOM, PER BALE (EA)	\$ 146.25
SPC 810/813 SORBENT BOOM, PER BALE (EA)	\$ 275.00
SIR 36 SORBENT CARPET (36" x 300'), PER ROLL (EA)	\$ 370.75
SORBENT PADS (100/BALE), PER BALE (EA)	\$ 101.00

All rates are portal to portal, with a minimum 4-hour call out per incident.  
Rates are subject to change annually with or without written notice.

Non-ER 7

**Marine Pollution Control Corp.  
 Non-Emergency Services Rate Schedule  
 Effective Date, March 1st, 2019**

Item	Rate
<b>Consumables (Continued)</b>	
VISQUEEN (4.0 MIL, 100 FT ROLL) (EA)	\$ 84.50
VISQUEEN (6.0 MIL, 100 FT ROLL) (EA)	\$ 134.00
<b>Reimbursable Costs</b>	
ANALYTICAL SERVICES	Cost + 20%
DISPOSAL SERVICES	Cost + 20%
LODGING, AS APPLICABLE	Cost + 20%
LOSS/DAMAGE TO EQUIPMENT BEYOND NORMAL WEAR AND TEAR	Cost + 20%
MATERIALS	Cost + 20%
PER DIEM (VARIES BASED ON THE FEDERAL PER DIEM RATES AS PUBLISHED BY THE US GENERAL SERVICES ADMINISTRATION - <a href="http://www.gsa.gov">http://www.gsa.gov</a> )	VARIES BY LOCATION
SUBCONTRACTORS	Cost + 20%
TRAVEL (AIR FARE, TAXI, CAR RENTAL), AS APPLICABLE	Cost + 20%

All rates are portal to portal, with a minimum 4-hour call out per incident.  
 Rates are subject to change annually with or without written notice.

## GENERAL TERMS

1. **CHARGES** commence upon notification to proceed and terminate at conclusion of operation. Includes time required for transport of personnel and equipment to and from origin and necessary time for clean-up and decontamination of equipment. Minimum call out time for emergency services is six (6) hours and for non-emergency services is four (4) hours per person and equipment. For all projects beyond fifty (50) miles from the MPC base of operations, the minimum daily billing for personnel will be twelve (12) hours (this includes weather days, standby days, etc).
2. **STRAIGHT TIME (ST)** rate will apply for hours the first 8 hours worked between 7:00 a.m. and 3:00 p.m., Monday through Friday or as otherwise designated on the attached rate schedules. The **OVERTIME (OT)** rate will apply for all other hours worked except for work done on Sunday and federal holidays, which will be compensable at the **DOUBLE TIME (DT)** rate.
3. **TRAVEL TIME** for all personnel classifications will be compensable on a per hour basis commencing from the time Marine Pollution Control Corporation is requested to provide service until their arrival at the job site, and for the return from the job site to the MPC base of operations, inclusive of time required to decontaminate and return equipment to stocking/storage locations.
4. **The STANDBY RATE FOR EQUIPMENT** will be charged at the above listed operational rates less 15%. Standby rates will apply only for hours spent in standing by due to inclement weather, mechanical breakdown, or for the time spent waiting parts delivery. Standby rates will not apply during work stoppage requested by Client.
5. **CLEANING OF EQUIPMENT** after a job will be specified on the worksheets. Charges for tanker cleaning or other services relating to the job will be billed at cost plus 20%.
6. **AIR MASK PREMIUM** whenever conditions require the use of a respirator, there is a premium charged per person per day as noted in the current rate schedules.
7. **SURCHARGES.** A variable Fuel Surcharge and a 1.5% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region.
8. **REIMBURSABLE COSTS** shall consist of only those items listed below which are incurred and paid subsequent to the date of contract and which are incurred by contractor for accomplishing services under this contract. Reimbursable costs shall be invoiced to Client at actual costs incurred and paid by Marine Pollution Control Corporation, plus the mark up shown below. Marine Pollution Control Corporation will be reimbursed for the following in U.S. dollars:

Any repair or replacement of equipment caused by loss or damage (other than normal "wear and tear") will be charged to the Client at:

- A. Cost of replacement or repair plus 20%.

- B. Labor charges for replacement or repair plus 20%.
  - C. Cost of shipping and handling plus 20%.
- 8.2 The actual costs plus 20% of air freight bills incurred for equipment shipments to and from the job site, except as provided otherwise by Client.
- 8.3. PER DIEM ON ALL JOBS MORE THAN 50 MILES FROM MPC BASE
- A. Per Diem allowance varies based on the federal per diem rates as published by the U.S. General Services Administration (<http://www.gsa.gov>).
  - B. Lodging will be reimbursed at the actual cost incurred plus 20%.
- 8.4. Airfare to and from the job site will be reimbursed at the actual cost plus 20%.
- 8.5. Subcontractors, if required for performance of work, will be charged at actual cost plus 20%.
- 8.6. Materials and supplies required for the performance of work will be billed at actual cost plus 20%.
9. **PREVAILING WAGES.** Prevailing Wage rates are not included in any of MPC's rate schedules. If any work is subject to Prevailing Wage rates, Client shall provide a copy of the specific wage determination(s) and MPC will develop a Client-Specific schedule to accommodate those prevailing wage rates.

EXHIBIT B  
AUTHORIZED DIVISIONS AND SUBIDIARIES

Client hereby authorizes MPC, upon the terms and conditions provided for in the attached Environmental Services Agreement, to perform environmental services on behalf of any of the divisions or subsidiaries of the Client listed below and to bill the Client directly for services rendered to said divisions and subsidiaries:

Company Name: Canadian Transit Company / Ambassador Bridge  
Address: 4285 Industrial Drive  
City/State/Zip: Windsor, Ontario N9C 3R9  
Contact Person: Randy Spader  
Contact's Telephone #: 313-363-2871 or 313-989-0136 option 6

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Telephone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Telephone #: \_\_\_\_\_

Michigan Department of Environment, Great Lakes, and Energy

**Uniform Program  
for Liquid Industrial Waste  
Transportation Credentials**

MATT MCINCHAK CATHY GIBBONS  
MARINE POLLUTION CONTROL CORP DBA MPC ENVIRON MPC  
8631 W JEFFERSON AVE  
DETROIT, MI 48209-2651

Telephone Number in case of accident or emergency: (313) 849-2333

National Uniform Program Credential Number: UPW0184949MI

Michigan LIW Uniform Program Identification Number: LIW0184949MI

Certified by: *Jeanette M. Noeckel*

Registration Issued: 11/4/2019

Registration Expiration: 11/4/2020

Issuing Agency: **Department of Environment, Great Lakes, and Energy**

Agency Telephone Number: (586)-753-3850 or (586)-753-3846



STATE OF MICHIGAN

EQP 5124 (REV 3/11)



# Exhibit 14

## ENVIRONMENTAL INDEMNIFICATION AGREEMENT

**THIS ENVIRONMENTAL INDEMNIFICATION AGREEMENT** (this "Agreement") is executed on this \_\_\_ day of \_\_\_\_\_, 2020 by the Detroit International Bridge Company ("Indemnitor"), a Michigan Corporation whose address is 12225 Stephens Road, Warren, Michigan 48089, in favor of State of Michigan ("Michigan"), in its own right, as represented by its Governor, and by and through, the Michigan Department of Transportation ("MDOT") (MDOT, with Michigan the "Indemnitee"), whose address is 425 West Ottawa Street Lansing, Michigan 48909.

### RECITALS

**WHEREAS**, Indemnitor is the owner of that certain real and personal property known as the Ambassador Bridge (the "Bridge"); and

**WHEREAS**, MDOT has lifted certain restrictions on the transportation of non-radiological hazardous materials over and across the Bridge; and

**WHEREAS**, as a condition to lifting such restrictions Michigan and MDOT have required that the Indemnitor provide this Agreement; and

**WHEREAS**, Indemnitor is willing to enter this into this Agreement provided that the restrictions are lifted;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, including the recitals set forth above which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Indemnitor hereby covenants and agrees with Indemnitee that the following terms shall have the following meanings:

(a) "Environmental Laws" means all U.S. federal, state and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives with respect thereto.

(b) "Class 3 and Class 8 Hazardous Materials" shall have the same meaning as set forth in the Hazardous Material Transportation Act as amended 49 USC 5101 et seq., and the regulations promulgated thereunder.

(c) "Indemnitee" means Michigan and MDOT.

2. Indemnifications.

(a) Indemnitor covenants and agrees, at its sole cost and expense, to indemnify, defend, and hold harmless Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Indemnitee arising out of an accidental release of Class 3 or Class 8 Hazardous Materials from the Ambassador Bridge into the Detroit River that is a violation of an Environmental Law such that the Environmental Law requires an environmental restoration (the "Indemnified Matters").

(b) The foregoing indemnity shall in no way prevent the Indemnitor from (i) pursuing, recouping and/or collecting, amounts paid to the Indemnitee pursuant to this Agreement, or (ii) amounts spent on environmental restoration of the Indemnified Matters from third parties otherwise responsible for the release.

3. Miscellaneous.

(a) No waiver, amendment, release, or modification of any right or remedy of any Indemnitee under this Agreement shall be established by conduct, custom or course of dealing or any delay or failure to act, or by any oral agreement, but solely by an instrument in writing duly executed by a duly authorized officer of the Indemnitee. In the event any provision contained in this Agreement should be breached by the Indemnitor and thereafter be duly waived by the Indemnitee, such waiver shall be limited to the particular

breach so waived and shall not be deemed to waive any other breach hereunder. This Agreement is and shall be irrevocable by Indemnitator.

(b) This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(c) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the remaining provision of this Agreement, or any part thereof.

(d) Whenever used herein, words or any gender shall be construed to include any other gender, and words in the singular shall be construed to include the plural and vice versa, unless the context otherwise requires,

(e) This Agreement may be executed in several counterparts, each of which shall be regarded as an original, and all of which together shall constitute one and the same instrument. Any defense based on the failure of any person(s) or entity(ies) whose name(s) appear below to execute and deliver a counterpart of this Agreement is hereby waived and it is agreed that no such failure shall affect or reduce the obligations of the other persons/entities that have executed and delivered counterparts of this Agreement.

(f) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Michigan.

INDEMNITEE, BY ACCEPTANCE OF THIS AGREEMENT, AND INDEMNITOR HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO INDEMNITEE AND INDEMNITOR TO ENTER INTO THIS TRANSACTION.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned have caused this Environmental Compliance and Indemnification Agreement to be duly executed as of the date first above written.

**DETROIT INTERNATIONAL BRIDGE  
COMPANY** a Michigan Corporation

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

Name:

Title:



# **Exhibit 15**



Warren C. Evans  
Wayne County Executive

November 18, 2019

Honorable Gretchen Whitmer  
Governor  
PO Box 30013  
Lansing, MI 48909

Dear Governor Whitmer,

It has come to my attention that the State is reviewing decisions made by the prior administration regarding non-radioactive hazardous material routing destinations in Wayne County. This issue is of great importance to me as I am responsible for the health, safety and welfare of our 1.8 million residents. It is a responsibility I do not take lightly.

It is my understanding that your administration is reviewing a technical report issued by the Michigan Department of Transportation (MDOT) in 2012. Please note that I am in support of the 2012 study results, which allows commercial trucks carrying certain non-radioactive hazardous materials to cross the Ambassador Bridge, subject to two caveats:

1. Escort vehicles are utilized; and
2. Vehicles may be subject to additional restrictions as imposed by the state and/or local unit of government, including, but not limited to, restrictions regarding time of day vehicles can cross the Ambassador Bridge.

I am supportive of this change, as utilizing the bridge will prevent the trucks from driving increased miles through communities with hazardous materials. Fewer miles traveled, lessens the probability for accidents and spills of hazardous materials in our communities.

If you have any questions or would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

Warren C. Evans  
County Executive

EXECUTIVE OFFICE

500 GRISWOLD, DETROIT, MICHIGAN 48226 • (313) 224-0291 • [www.waynecounty.com](http://www.waynecounty.com)





# Exhibit 16

**BENNY N. NAPOLEON**

*Wayne County Sheriff*



**OFFICE OF THE SHERIFF**

4747 WOODWARD AVE. • DETROIT, MI 48201

TEL: (313) 224-2222 • FAX: (313) 224-2367

October 24, 2019

Honorable Gretchen Whitmer  
Governor of Michigan  
P.O. Box 30013  
Lansing, MI 48909

Dear Governor Whitmer,

I understand that the State is reviewing decisions made by previous administrations regarding non-radioactive hazardous material routing designations in Wayne County. This effort, on MOOT part, is being done as a review of its technical report that was issued in December in 2012. This in depth study elevated ease of travel and efficiency, economic passage of goods and commerce, as well as safety including truck crash rate estimates, frequency of hazardous material spills, hazardous material commodity flow analysis and potential consequences on the route.

After reviewing the study and consulting with experts in my department, I strongly support the study results as stated on page 14, that the following recommendations be implemented immediately in regards to commercial trucks caring certain non-radioactive material being allowed to cross the Ambassador Bridge.

The specific recommendations are:

Restrict Class 1

Require the use of escort vehicles for all allowable hazardous materials (Class 2, 3, 4, 5, 6, 6.1, 8, and 9).

Escort Vehicles may be subject to additional federal, state or local permit requirements with regard to the type of escort vehicles, special markings, time of day, and/or day of the week.

In closing, this updated change, to allow certain hazardous material to cross over the Ambassador Bridge, is an important step for the safety of our citizens because it reduces the number of miles traveled not only in Wayne County but the entire S.E. Michigan area.

In conclusion, please feel free to contact my office regarding this matter at any time.

Sincerely,

  
Benny N. Napoleon, J.D.  
Sheriff

*"Safer communities through effective, professional law enforcement."*

# **Exhibit 17**



**THE SENATE  
STATE OF MICHIGAN**

**MARSHALL BULLOCK II**

4TH DISTRICT  
P.O. BOX 30036  
LANSING, MI 48909-7536  
PHONE: (517) 373-7918  
FAX: (517) 373-5227  
senmbullock@senate.michigan.gov

June 25, 2020

The Honorable Gretchen Whitmer  
Governor, State of Michigan  
PO Box 30013  
Lansing, MI 48909

Dear Governor Whitmer,

It has come to our attention that the state is reviewing a decision by the administration of Governor Snyder regarding the routing of certain materials, primarily gasoline, in Wayne County. We are also informed that a technical report issued by the Michigan Department of Transportation (MDOT) in 2012 recommended that these materials be allowed transport across the Ambassador Bridge, as is currently allowed at the two other international bridges in Michigan. Two safety considerations are recommended to be observed:

1. Escort vehicles utilized during transport across the bridge
2. Vehicles crossing the bridge may be subject to additional restrictions by the state and/or local government including, but not limited to, restricting the time of day allowed for crossing

We believe it is in the best interest of our state to implement MDOT's 2012 recommended changes based on the following factors:

1. During the 58 years that these materials have been allowed transport over the I-Bridge and Blue Water Bridge, no life-threatening incidents have occurred
2. These materials are currently trucked through our communities as they are transported between Canada and Detroit, adding additional risk and hazard to residents along these routes
3. MDOT plans to allow these materials to be transported over the planned Gordie Howe Bridge

Science, facts, and public safety considerations should guide this decision. We encourage MDOT to proceed to a period of public comment with all due expedience. Thank you for your consideration.

Sincerely,

*Marshall Bullock II*  
*M Bullock*

*John S. ...*  
*Aola ...*

# Exhibit 18



22ND DISTRICT  
STATE CAPITOL  
P.O. BOX 30014  
LANSING, MI 48909-7514  
PHONE (517) 373 0854  
FAX (517) 373-5911  
E-MAIL johnchirkun@house.mt.gov

MICHIGAN HOUSE OF REPRESENTATIVES

**JOHN CHIRKUN**  
STATE REPRESENTATIVE

January 22, 2020

The Honorable Gretchen Whitmer  
Governor, State of Michigan  
PO Box 30013  
Lansing, MI 48909

Dear Governor Whitmer,

We understand that the state is reviewing a decision by the Snyder administration regarding the routing of certain materials, primarily gasoline, in Wayne County. It is also our understanding that a technical report issued by the Michigan Department of Transportation (MDOT) in 2012 recommended that these materials be allowed transport across the Ambassador Bridge (as is currently allowed at the two other international bridges in Michigan) with two safety considerations:

1. Escort vehicles are utilized.
2. Vehicles crossing the Ambassador Bridge may be subject to additional restrictions by the state and/or local government including, but not limited to, restricting the time of day allowed for crossing.

It has come to our attention that there has never been a life-threatening incident in the 58 years that these materials have been allowed transport over the I-Bridge and Blue Water Bridge and that these materials are currently travelling between Canada and Detroit through our communities in Macomb County. This will add unnecessary risk to residents along these routes. In addition, given the fact that MDOT plans to allow these materials to be transported over the planned Gordie Howe Bridge, we believe it is in the best interest of our state to implement MDOT's 2012 recommended changes with regards to the Ambassador Bridge.

Thank you for your consideration. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

  
John Chirkun  
State Representative  
22<sup>nd</sup> District

  
Kevin Hertel  
State Representative  
18<sup>th</sup> District

# **Exhibit 19**





3RD DISTRICT  
STATE CAPITOL  
P.O. BOX 30014  
LANSING, MI 48909-7514  
PHONE: (517) 373-0144  
FAX: (517) 373-8929  
E-MAIL: wendellbyrd@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES

**WENDELL L. BYRD**  
STATE REPRESENTATIVE

COMMITTEES:  
WAYS AND MEANS  
MICHIGAN LEGISLATIVE  
DETROIT CAUCUS - MEMBER

**01/28/2020**

The Honorable Gretchen Whitmer  
Governor, State of Michigan  
PO Box 30013  
Lansing, MI 48909

Dear Governor Whitmer,

It is my understanding that the state is reviewing a decision by the Snyder administration regarding the routing of certain materials, primarily gasoline, in Wayne County. It is also my understanding that a technical report issued by the Michigan Department of Transportation (MDOT) in 2012 recommended that these materials be allowed transport across the Ambassador Bridge (as is currently allowed at the two other international bridges in Michigan) with two safety considerations:

1. Escort vehicles are utilized.
2. Vehicles crossing the Ambassador Bridge may be subject to additional restrictions by the state and/or local government including, but not limited to, restricting the time of day allowed for crossing.

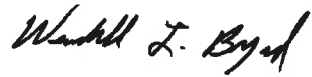
Given the facts that there has never been a life threatening incident in the 58 years that these materials have been allowed transport over the I-Bridge and Blue Water Bridge, that currently these materials going between Canada and Detroit are trucked through our communities, adding additional risk and hazard to residents along these routes, and that MDOT plans to allow these materials to be transported over the planned Gordie Howe Bridge, I believe it is in the best interest of our state to implement MDOT's 2012 recommended changes.

Finally, I believe that science, facts and public safety considerations should guide this decision and strongly encourage MDOT to proceed to a period of public comment.

Thank you for your consideration. See attached page for Detroit Caucus House Members' signatures.

Sincerely,

**Wendell L. Byrd, State Representative**



House District 3

**Tenisha Yancey, State Representative**

House District 1

**Isaac Robinson, State Representative**

House District 4 District

**Tyrone A. Carter, State Representative**

House District 6

**Sherry Gay-Dagnogo, State Representative**

House District 8

**Leslie Love, State Representative**

House District 10

**Joe Tate, State Representative**

House District 2

**Cynthia A. Johnson, State Representative**

House District 5

**LaTanya Garrett, State Representative**

House District 7

**Karen Whitsett, State Representative**

House District 9

Wendell L. Byrd, State Representative

*Wendell L. Byrd*

House District 3

Tenisha Yancy, State Representative

*Tenisha Yancy*

House District 1

Isaac Robinson, State Representative

*Isaac Robinson*

House District 4 District

Gene A. Carter, State Representative

*Gene A. Carter*

House District 6

Gay-Dagnogo, State Representative

District 8

Love, State Representative

*Love*

District 10

Joe Tate, State Representative

*Joe Tate*

House District 2

Cynthia A. Johnson, State Representative

*Cynthia A. Johnson*

House District 5

LaTanya Garrett, State Representative

*LaTanya Garrett*

House District 7

Karen Waitsett, State Representative

*Karen Waitsett*

House District 9

## **Exhibit 20**

## Kevin Kalczynski

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**From:** Randy Spader  
**Sent:** Wednesday, September 23, 2020 5:32 PM  
**To:** James Davis  
**Cc:** Randy Spader  
**Subject:** Ambassador Bridge regarding Hazmat Class 3 and Class 8  
**Attachments:** Ambassador Bridge Emergency Response Plan rev 7-21-2020.rtf

Good Afternoon Deputy Chief James Davis,

My name is Randy Spader and I am the General Manager of the Ambassador Bridge. I write to provide notice to Detroit Fire Emergency Medical Services of the Ambassador Bridge's request to the Michigan Department of Transportation to lift the restrictions on Class 3 (flammables) and Class 8 (corrosives) on Ambassador Bridge. The Ambassador Bridge has safely handled Class 2 (gases), Class 4 (flammable solids), Class 5 (oxidizers and organic peroxides), Class 6 (poisonous materials) except 6.2, and Class 9 (miscellaneous materials) since well before 1994. As information, I have attached the Ambassador Bridge's Emergency Response Plan. Below is our emergency contact information. Please keep the foregoing information in your files.

As you know, the Detroit Fire EMS responds to emergency situations on the Ambassador Bridge a few times each year. These responses have been executed smoothly and without incident. The EMS and Ambassador Bridge have also conducted mock emergency response exercises on the Ambassador Bridge in the past. We invite you to send to us your proposed schedule for another mock emergency exercise to help ensure continued good communications and timely provision of EMS services in the event that such services are needed again on the Ambassador Bridge.

If you have any questions, regarding the foregoing, or seek additional information, please reach out to me directly.

### Emergency Contacts:

Operations Command Center – 24/7 – 519.977.0700 ext 3073 or 313.989.0136 opt#6 or ext 3073

General Manager – Randy Spader – Cell 313.363.2871

Operations Superintendent – Kyla Freeland – Cell 313.363.2872

Operations Command Center Superintendent – Matt Grogis – Cell 313.363.2870

Operations Field Supervisor – 24/7 – 313.363.2873

Sincerely,  
Randy Spader  
General Manager / IT

## Detroit International Bridge Company



2660 West Fort Street Detroit, Michigan 48216

O: 586.819.0457

C: 313.363.2871

F: 586.467.1663

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## Kevin Kalczynski

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**From:** Randy Spader  
**Sent:** Thursday, September 24, 2020 10:55 AM  
**To:** barneyj5330@detroitmi.gov  
**Cc:** Randy Spader  
**Subject:** Ambassador Bridge regarding Hazmat Class 3 and Class 8  
**Attachments:** Ambassador Bridge Emergency Response Plan rev 7-21-2020.rtf

Good Afternoon Chief Joe Barney,

My name is Randy Spader and I am the General Manager of the Ambassador Bridge. I write to provide notice to Detroit Fire Emergency Medical Services of the Ambassador Bridge's request to the Michigan Department of Transportation to lift the restrictions on Class 3 (flammables) and Class 8 (corrosives) on Ambassador Bridge. The Ambassador Bridge has safely handled Class 2 (gases), Class 4 (flammable solids), Class 5 (oxidizers and organic peroxides), Class 6 (poisonous materials) except 6.2, and Class 9 (miscellaneous materials) since well before 1994. As information, I have attached the Ambassador Bridge's Emergency Response Plan. Below is our emergency contact information. Please keep the foregoing information in your files.

As you know, the Detroit Fire EMS responds to emergency situations on the Ambassador Bridge a few times each year. These responses have been executed smoothly and without incident. The EMS and Ambassador Bridge have also conducted mock emergency response exercises on the Ambassador Bridge in the past. We invite you to send to us your proposed schedule for another mock emergency exercise to help ensure continued good communications and timely provision of EMS services in the event that such services are needed again on the Ambassador Bridge.

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Operations Superintendent – Kyla Freeland – Cell 313.363.2872

Operations Command Center Superintendent – Matt Grogis – Cell 313.363.2870

Operations Field Supervisor – 24/7 – 313.363.2873

Sincerely,

Randy Spader  
General Manager / IT

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## **Exhibit 21**

## Kevin Kalczynski

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**From:** Randy Spader  
**Sent:** Wednesday, September 23, 2020 4:53 PM  
**To:** jlammers@countyofessex.on.ca  
**Cc:** Randy Spader  
**Subject:** Ambassador Bridge regarding Hazmat Class 3 and Class 8  
**Attachments:** Ambassador Bridge Emergency Response Plan rev 7-21-2020.rtf

Good afternoon Deputy Chief Justin Lammers,

My name is Randy Spader and I am the General Manager of the Ambassador Bridge. I write to provide notice to Essex-Windsor Emergency Medical Services of the Ambassador Bridge's request to the Michigan Department of Transportation to lift the restrictions on Class 3 (flammables) and Class 8 (corrosives) on Ambassador Bridge. The Ambassador Bridge has safely handled Class 2 (gases), Class 4 (flammable solids), Class 5 (oxidizers and organic peroxides), Class 6 (poisonous materials) except 6.2, and Class 9 (miscellaneous materials) since well before 1994. As information, I have attached the Ambassador Bridge's Emergency Response Plan. Below is our emergency contact information. Please keep the foregoing information in your files.

As you know, the Essex-Windsor EMS responds to emergency situations on the Ambassador Bridge a few times each year. These responses have been executed smoothly and without incident. The EMS and Ambassador Bridge have also conducted mock emergency response exercises on the Ambassador Bridge in the past. We invite you to send to us your proposed schedule for another mock emergency exercise to help ensure continued good communications and timely provision of EMS services in the event that such services are needed again on the Ambassador Bridge.

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Operations Field Supervisor – 24/7 – 313.363.2873

Sincerely,

Randy Spader  
General Manager / IT

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