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**TRANSPORTATION EMERGENCY
ASSISTANCE PLAN (TEAP)**

PROCEDURES MANUAL

THE CANADIAN CHEMICAL PRODUCERS' ASSOCIATION

Revised August 1990

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INTRODUCTION

The information in this Procedures Manual is the most current available and is provided for the guidance of members of the Canadian Chemical Producers' Association (CCPA) and other organizations participating in the Transportation Emergency Assistance Plan (TEAP). Because this Procedures Manual has been designed for the specific use of TEAP teams, CCPA will not be liable for damages arising from the use of this manual by others.

The provision of assistance of a technical nature at a transportation emergency scene does not in any way mean that requesting members or responding members under TEAP have taken or assumed any legal liability for the transportation emergency beyond that imposed by legislation and/or regulations.

Throughout this manual, references to the Articles and Schedules of the TEAP Agreement of TEAP Plan refer to the legal contract that established the present format for TEAP in 1982. The current version of that legal contract is provided in full in Part I, Section 2 of this manual.

THE APPLICATION OF CCPA'S RESPONSIBLE CARE POLICY TO TRANSPORTATION EMERGENCY RESPONSE

The Chief Executive Officers of all CCPA member companies have made a formal commitment to take every practical precaution towards ensuring products do not represent an unacceptable level of risk to employees, customers, the public or the environment. Endorsement of these principles, which appear in CCPA's "Statement of Policy on Responsible Care", is a condition of membership in CCPA. Through these principles, CCPA members encourage the responsible development, introduction, manufacture, transportation, storage, handling, distribution, use and ultimate disposal of chemicals and chemical products so as to minimize adverse effects on human health and well-being and on the environment.

Within this Responsible Care Policy, CCPA has developed a Transportation Code of Practice that governs company actions in meeting the guiding principles as they relate to the transportation of chemicals and chemical products by all modes from their source to destination. A copy of this Code of Practice follows. All TEAP members should carefully review the entire Code, paying particular attention to Section 3 that deals with emergency response.

TRANSPORTATION CODE OF PRACTICE

Purpose

The member companies of the Canadian Chemical Producers' Association are committed, as a condition of membership, to the policy of "Responsible Care". This code governs company actions in meeting the guiding principles of that policy as they relate to the transportation of chemicals and chemical products by all modes from their source to destination.

Practice of this code is intended to result in:

- continuous improvement in safety, and reduction of accidents which result in injury to people and to the environment during the transportation cycle
- effective emergency response to transportation accidents which minimizes injury to people and to the environment
- cooperation with the transportation industry in reducing hazards associated with the carriage of chemicals and chemical products
- reduced public anxiety about the transportation of chemicals and chemical products as a result of the effectiveness of the above.

Guiding Principles

The guiding principles of the Statement of Policy on "Responsible Care" are reflected in the guiding principles of this code. They are:

1. Transport chemicals and chemical products in a manner which minimizes risk of injury to the environment, the general population along transportation routes and persons involved in the transportation cycle.
2. Know the laws and regulations concerning all phases of transportation, including the response to transportation emergencies, and meet them in letter and in spirit.
3. Give relevant information concerning the hazards of chemicals and chemical products and their control in transportation emergencies to transporters, first responders and to people potentially exposed. Such information shall be updated periodically and be readily available in the event of an emergency.
4. Assist the transportation industry to meet this code of practice as it applies to their operations.
5. Make this code of practice an integral part of the planning of new product introduction, the design of new plants and the significant modification of existing plants.

Code

1. General

Each member company shall have policies, standards and procedures which deal with all aspects of the transportation of chemicals and chemical products. Responsibilities for generating, implementing, auditing and updating these shall be clearly defined. These policies, standards and procedures shall meet or exceed all applicable laws and regulations. Products will not be shipped unless it can be done in accordance with this code.

2. Accident Prevention

Each member company shall have an active program designed to continuously improve safety and to prevent accidents during the transportation cycle which:

- establishes criteria for selecting the mode of transport, the specifications for the transportation equipment and container and inspection and maintenance of these during use,
- establishes criteria for selecting carriers which include safety performance and programs, inspection and maintenance procedures for equipment, selection and training of drivers and support staff, and assistance to carriers in meeting these criteria,
- identifies alternate transportation modes and routes which minimize the exposure of people and environmentally sensitive areas to the hazards inherent in the transportation mode,
- establishes standards for equipment used in loading and unloading containers including containment and emergency response facilities in the event of an accidental release,
- provides procedures and training for persons who load or unload the containers,
- deals effectively with hazards involved in the return, cleaning, reuse, servicing and disposal of containers,
- clearly identifies content of containers.

3. Emergency Response

Each member company shall have an up-to-date and operational transportation emergency response plan which:

- identifies the hazards associated with the transportation of the company's chemical and chemical products,
- identifies means for dealing with the hazards whether to people or the environment, and indicates ways of containing and cleaning up the release,
- identifies emergency response resources whether in-house, through a mutual-aid plan such as TEAP or from a contractor,
- provides technical advisors to handle all informational aspects of an accident involving the company's chemicals or chemical products including media relations,
- provides specialized equipment and materials required for responding to an accident,
- provides assistance, through the association, in training first responders along the transportation corridors,
- provides for cooperation with government or other agencies at the accident scene,
- is sensitive to and provides for evaluation with appropriate authorities of the need for immediate and short term assistance for persons who are dislocated by a transportation accident.

4. Awareness Concerning Transportation

Each member company shall have a program which enables it to respond to questions from those along transportation corridors.

This program shall include:

- key elements of the policies, standards and procedures which reduce hazards, prevent accidents and provide prompt, effective response in the event of an accident,
- available relevant information on the hazards of chemicals and chemical products moving along the transportation corridors,
- identification of those responsible for answering questions,
- provision for participation in, and coordination with, a program the association will operate in conjunction with carriers in raising public awareness concerning transportation.

PART ONE

SECTION 1

THE PLAN OUTLINE

PART ONE

THE TEAP PLAN -- GENERAL

SECTION 1

THE PLAN OUTLINE

(a) Purpose

The purpose of TEAP is to provide mutual assistance in the form of trained and equipped teams to assist at chemical transportation emergencies involving chemicals or wastes owned, controlled, produced, imported, received, sold, transported or offered for transport in Canada by participants in the plan in order to protect and minimize the risk to people, the environment and property.

(b) Definitions

The following terms have the definition provided:

"CCPA" shall mean the Canadian Chemical Producers' Association;

"Home Coordinator" shall mean the employee or agent of a requesting or responding member company designated to remain at home base and maintain a communications link with technical advisors or response team from the home coordinators company while they are away from their base.

"Material Safety Data Sheets (MSDSs)" shall mean the concise summaries of the physical and chemical properties and characteristics, handling precautions, medical and emergency response information compiled by the manufacturers of materials which may present a hazard to workers, customers, the public at large and/or the environment and which have the purpose of minimizing or avoiding adverse effects arising from the misuse or inadvertent release of a product;

"Member" shall mean:

- (i) a member of the CCPA which has agreed to be bound by the terms of this Plan in accordance with Article 11.2 of the TEAP agreement and includes such of its subsidiaries and affiliates as may be designated in the CCPA member's ratification of the Plan;
- (ii) such other persons who become members of the Plan in accordance with Article 11.4;

"Member's Chemicals" shall mean those chemicals or wastes owned, controlled, produced, imported, received, sold, transported or offered for transport in Canada by a TEAP member;

"Regional Response Centre (RRC)" shall mean the Centre established by each of the members or group of members listed in Schedule "D" of the Plan to provide the agreed upon emergency response capabilities for the region set out opposite the member's or group of members' name in Schedule "D";

"Requesting Member" shall mean a member requesting assistance under Articles 4 or 6 of the Plan;

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THE TEAP PLAN -- GENERAL

"Responding Member" shall mean a member or group of members responding to a request for assistance under the terms of the Plan; this may be an RRC, a VRC or any other TEAP member responding to a request for assistance under TEAP;

"TEAP Committee" shall mean the committee of the CCPA established under Article 13 of the plan;

"TEAP Team" shall mean the emergency response team provided by a Responding Member, as outlined in Articles 3 and 6 of the Plan;

"TEAP Team Leader" shall mean the employee or agent of the Responding Member delegated to lead a TEAP team;

"Technical Advisor" shall mean an employee or agent of a requesting member familiar with the member's chemicals as required by Article 5.3 of the TEAP Agreement;

"Voluntary Response Centre (VRC)" shall mean the centre established by each of the members or group of members listed in Schedule "D" of the Plan to provide the agreed upon voluntary emergency response capabilities as stated in Schedule "D" of the Plan opposite the members or group of members name. Members operating VRCs may set conditions, (ie chemicals, location) on the incidents to which they will respond and may decline to assist if appropriate without prejudice.

(c) Geographic Scope

TEAP is national in scope, with 11 RRCs and a number of VRCs across Canada. Refer to Schedule "D" for a listing of Regional Response Centre locations and the region covered by each RRC and a listing of Voluntary Response Centres and any conditions limiting their response.

Emergencies occurring outside of Canada are not covered by TEAP. There is no RRC covering the northern part of British Columbia north of the CN north line and Yellowhead route, the Yukon Territory or the Northwest Territories west of 120° longitude. TEAP members are primarily responsible for their own transportation emergencies in that area although they may call upon the Burnaby or Edmonton RRCs for assistance that may be provided on a voluntary basis and on the clear understanding that due to the terrain it may not be possible to provide any assistance at all for a considerable period of time.

(d) Chemicals Covered by TEAP

TEAP covers any TEAP Member's Chemical as defined in this manual.

(e) Cost Liability of Requesting Member

Members requesting a TEAP response have already signed the TEAP Agreement which provides for compensation for the TEAP response according to Article 8 and Schedule "F" of the Agreement. Responding members may copy their invoices for services rendered to CCPA for assistance with collection if that is necessary.

PART ONE

THE TEAP PLAN -- GENERAL

(f) Who Can Initiate a TEAP Team Response

Schedule "A" of the contract lists those members which have signed contracts with CCPA authorizing them to request an on-scene TEAP response. Before a TEAP team is dispatched to an emergency, verification must be made by the TEAP team that the request for assistance is coming from a member listed in Schedule "A".

Transport Canada has the power pursuant to the Transportation of Dangerous Goods Act to request a TEAP team or others to assist at the scene of a transportation emergency under Subsection 17(3) as follows:

"Where an inspector is satisfied on reasonable and probable grounds that a discharge, emission or escape referred to in subsection (1) has occurred and that immediate action is necessary in order to carry out any reasonable emergency measures referred to in subsection (2), he may request that any such measures be taken by any person he considers qualified to do so or take them himself."

PART ONE

SECTION 2

TEAP CONTRACT

October 15, 1992

TRANSPORTATION EMERGENCY ASSISTANCE PLAN

TEAP

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October 15, 1992

TRANSPORTATION EMERGENCY ASSISTANCE PLAN

TEAP

ARTICLE 1 - PURPOSE

- 1.1 The Canadian Chemical Producers' Association hereby establishes a Transportation Emergency Assistance Plan to be known as "TEAP".
- 1.2 The purpose of the Plan is to:
- (a) provide for the Members' mutual assistance or emergency response in the event of a spill or other threat to persons, the environment, or property in the course of the distribution or transportation of Members' chemicals within Canada;
 - (b) coordinate the Members' efforts to provide technical advice and assistance to police, fire, civil and transportation authorities in such events; and
 - (c) provide an emergency response plan as required by the *Transportation of Dangerous Goods Act* for the purpose of shipping Schedule XII dangerous goods within the regions covered by Regional Response Centres as listed in Schedule "D".

ARTICLE 2 - DEFINITIONS

- 2.1 The following terms have the definition provided:
- (a) "CCPA" means the Canadian Chemical Producers' Association;
 - (b) "CANUTEC" means the Canadian Transport Emergency Centre of the Department of Transport;
 - (c) "Group of Members" means a group of Members designated as such in Schedule "D";
 - (d) "Member" means a member of the CCPA which has agreed to be bound by the terms of this Plan in accordance with Article 11 and includes such of its Subsidiaries and Affiliates as may be designated in the CCPA members' ratification of the Plan and such other persons who become Members of the Plan in accordance with paragraph 11.4;
 - (e) "Member's Chemical(s)" means those chemicals or wastes owned, controlled, produced, imported, received, sold, transported or offered for transport in Canada by a Member;
 - (f) "Requesting Member" means a Member requesting assistance under Articles 6 or 7 of this Plan;
 - (g) "Responding Member" means a Member or a Group of Members responding to a request for assistance under the terms of this Plan;
 - (h) "TEAP Committee" means the committee of the CCPA established under Article 13 of this Plan;

1.2.2

- (i) "Technical Advisor" means an employee or agent of the Member knowledgeable about the Member's Chemicals and trained in accordance with Schedule "C" in emergency response for them. This function may be performed by one or more persons;
- (j) "Transportation Emergency" means:
 - (i) a discharge, emission or escape of a Member's Chemicals from any container, packaging or means of transport while in the Member's distribution system, including storage in the course of transportation;
 - (ii) a transportation accident, explosion or fire in which a Member's Chemicals are involved;
 - (iii) a situation involving imminent risk of the happening of any event listed in sub-paragraph (i) or (ii); or
 - (iv) a situation wherein the contents of a damaged container must be transferred whether an imminent risk exists or not.

ARTICLE 3 - EMERGENCY RESPONSE TEAM FUNCTION

- 3.1 The prime function of an Emergency Response Team provided by a Responding Member under Articles 6 or 7 is to provide technical advice and assistance to police, fire, civil and transportation authorities with the objective of protecting life, the environment and property. This consists of:
 - (a) performing an on-site assessment of a Transportation Emergency to determine the facts and the critical tasks relevant to protecting life, the environment, and property;
 - (b) cooperating with authorities at the scene of the Transportation Emergency by suggesting appropriate preventive and corrective strategies and tactics to protect life, the environment and property; and
 - (c) assisting authorities with the selection and implementation of such strategies and tactics to the extent that the Emergency Response Team, in its sole discretion and in good faith, deems reasonable.
- 3.2 The functions of an Emergency Response Team provided by a Requesting Member under this Plan are to provide technical advice and assistance for the Member's Chemical as described in paragraph 3.1 and, in addition to implement appropriate preventive and corrective strategies and tactics including but not limited to any monitoring, containment, transfer, recovery, cleanup, decontamination of emergency response personnel and equipment, or disposal required for the Member's Chemicals.

ARTICLE 4 - EMERGENCY RESPONSE OBLIGATIONS OF EACH MEMBER

4.1 Each Member shall:

- (a) prepare and maintain current a written emergency response plan appropriate for the Member's Chemicals; and
- (b) establish and maintain, or contract for, an Emergency Response Team provided that in the case of a contract, the Member provides the on-site leadership for the Emergency Response Team and assumes responsibility for it as it relates to this Plan.

4.2 An Emergency Response Team shall:

- (a) be composed of at least two persons and be capable of providing a continuous response on a 24 hour a day basis, with the Member providing such relief as is necessary;
- (b) be trained in accordance with paragraph 4.4;
- (c) be suitably equipped to perform the function of an Emergency Response Team required by paragraph 3.2 in dealing with emergency responses in connection with the Member's Chemicals;
- (d) be capable of being contacted 24 hours a day on a 7 day a week basis through an emergency number provided to the Secretary of the TEAP Committee and listed in Schedule "A"; and
- (e) be capable of responding to the site of a Transportation Emergency involving the Member's Chemical within 24 hours of being notified of such Transportation Emergency.

4.3 Each Member agrees to have a Technical Advisor available on a 24 hour a day, 7 day a week basis.

4.4 Each Member agrees that all members of its Emergency Response Team shall be trained to meet the standard of the Emergency Response Skills Training Matrix in Schedule "C" and that it will provide such evidence of the training as may reasonably be required in the sole discretion of the TEAP Committee from time to time.

4.5 Each Member agrees that its own Emergency Response Team shall respond to the site of a Transportation Emergency involving the Member's Chemical if the site is nearer to the location of the Member's Emergency Response Team than the location of the Regional Response Centre for the region in which the Transportation Emergency occurs. For such Transportation Emergencies, the Member shall only be entitled to call upon the Member or the Group of Members operating the Regional Response Centre for the region if, in the opinion of the Member, the Transportation Emergency exceeds the emergency response capability of its own Emergency Response Team.

4.6 Each Member agrees that whenever its own Emergency Response Team is on the scene of a Transportation Emergency involving the Member's Chemicals, together with the Emergency Response Team of a Regional Response Centre or Voluntary Response Centre which has been activated pursuant to paragraphs 6.1 or 7.1 hereof, it is the sole responsibility of the Member to see that all applicable emergency response obligations for the Member's Chemicals are satisfied, and that whenever there is a failure to satisfy such obligations, the indemnification provided by Article 10 shall apply.

- 4.7 If a Member ships dangerous goods listed in Schedule XII of the *Transportation of Dangerous Goods Regulations* within regions of Canada not listed in Schedule "D" and therefore not covered by this Plan, the Member must file or cause to be filed a summary of its own plan in respect of those dangerous goods with the Department of Transport.
- 4.8 Failure by any Member, as determined by the TEAP Committee, to meet its obligations outlined in this Plan may, at the option of the TEAP Committee and on 30 days prior written notice to correct such failure, result in the termination of that Member's membership in this Plan.

ARTICLE 5 - REGIONAL RESPONSE CENTRES

- 5.1 Each of the Members or Group of Members, as the case may be, listed in Schedule "D" has agreed to provide a Regional Response Centre having emergency response capabilities for the region described and set out opposite the Member's or Group of Members' name in said Schedule.
- 5.2 Each Regional Response Centre shall:
- (a) have an Emergency Response Team composed of at least of two persons and be capable of providing a continuous response on a 24 hour a day basis, with the Member or Group of Members providing such relief as necessary;
 - (b) train each member of its Emergency Response Team to meet the standard of the Emergency Response Skills Training Matrix in Schedule "C";
 - (c) be equipped in accordance with Schedule "E";
 - (d) be capable of being contacted 24 hours a day on a 7 day a week basis through an emergency number provided to the Secretary of the TEAP Committee and listed in Schedule "D";
 - (e) be capable of responding to the scene of a transportation emergency within 6 hours, if practical, of a Member's request for assistance;
 - (f) subject to the terms herein, be capable of providing and shall, subject to paragraphs 6.4 and 8.3, provide a continuous response at the emergency scene for a period of at least 24 hours commencing from the time its Emergency Response Team appears at the emergency scene; and
 - (g) be maintained, directed and co-ordinated at all times by the Member or Group of Members responsible for that Centre as listed in Schedule "D", but a Member or Group of Members shall be permitted to contract for any portion of the services and equipment described in sub-paragraphs (a) to (f) above provided that:
 - (i) the Member or Group of Members provides the on-site leadership for the Emergency Response Team and has assumed responsibility for it as it relates to this Plan;
 - (ii) the Member or Group of Members notifies the TEAP Committee of its intention to contract for services and both the contractor and the agreement with the contractor have been approved by the TEAP Committee; and

- (iii) the Member or Group of Members attempts to provide contractual access for Members of this Plan to any contractor's insurance in the event of a claim under this Plan.

5.3 The Emergency Response Team of a Regional Response Centre may include a Technical Advisor.

ARTICLE 6 - RESPONSE BY A REGIONAL RESPONSE CENTRE

6.1 Subject to paragraph 4.5 hereof, when a Member's Chemical is involved in a Transportation Emergency, such Member shall be entitled to call upon the Member or the Group of Members operating the Regional Response Centre for the region in which the Transportation Emergency occurred, to provide an Emergency Response Team. The Member or Group of Members operating the Regional Response Centre shall be deemed to be a Responding Member under this Plan from the time such request is received.

In the event that more than one Member's Chemicals are involved in a Transportation Emergency, then those Members whose Chemicals are involved and who have not responded with their own resources shall jointly and severally undertake the Requesting Member's responsibilities and liabilities under this Plan along with the Requesting Member. But as between themselves, these Members (including the Requesting Member) shall share said responsibilities and liabilities equally, unless another method of sharing is agreed upon by the Members involved.

6.2 The Regional Response Centre shall use its best efforts to have an Emergency Response Team at the scene of the Transportation Emergency within 6 hours of the request.

6.3 The Requesting Member shall provide information on the emergency and the products involved and shall use its best efforts:

- (a) to have its Technical Advisor, with personal protection and monitoring equipment appropriate for the Member's Chemicals, at the scene of the Transportation Emergency within 6 hours of its request in order that its Technical Advisor can provide technical direction to the Emergency Response Team of the Responding Member; and
- (b) to have its Emergency Response Team arrive at the scene of the Transportation Emergency within 24 hours of its request.

6.4 The Emergency Response Team of the Responding Member is relieved of its duties under this Plan when the Emergency Response Team of the Requesting Member arrives at the scene of the Transportation Emergency unless the Requesting Member's Technical Advisor has already advised the Responding Member that its assistance is no longer required, provided that if the Emergency Response Team of the Requesting Member is unable to arrive at the scene, or if at any time the Technical Advisor requests the Responding Member to continue to provide assistance, the Responding Member will continue to provide such assistance until excused by the Technical Advisor.

- 6.5 The Requesting Member agrees to notify the Responding Member of its request for assistance under this Plan by whatever means are most expedient but in all cases to confirm by facsimile or telegraphic message within 24 hours. When the Emergency Response Team of the Responding Member is relieved of its duties under this Plan, the Requesting Member or its Technical Advisor will confirm this in writing if requested to do so.
- 6.6 In the event a Member's Chemicals are involved in a Transportation Emergency and the Member cannot be reached so as to activate the Plan, CANUTEC may activate the Plan on behalf of the Member. The Member on whose behalf the Plan was activated shall become the Requesting Member and the Regional Response Centre activated shall become the Responding Member. All applicable terms and conditions of this Agreement shall apply as if the Plan was activated by a Member.

ARTICLE 7 - VOLUNTARY RESPONSES BY MEMBERS (OTHER THAN BY A REGIONAL RESPONSE CENTRE)

- 7.1 When a Member's Chemical is involved in a Transportation Emergency, such Member may request assistance from another Member in the form of an Emergency Response Team and/or a Technical Advisor. Those Members listed in Schedule "G" have specifically agreed to consider such requests. If the Member requested to provide assistance under this Article agrees to respond to such request, it will be deemed to be a Responding Member under this Plan from the time such request is received.
- 7.2 The Responding Member shall use its best efforts to have its Emergency Response Team and/or Technical Advisor at the scene of the Transportation Emergency within 6 hours of the request.
- 7.3 Paragraphs 6.3, 6.4 and 6.5 of this Agreement shall apply to voluntary responses by Members.

ARTICLE 8 - COMPENSATION

- 8.1 A Requesting Member shall compensate the Responding Member in accordance with the tariff established in Schedule "F". The Responding Member shall supply supporting documentation for any invoice, if requested.
- 8.2 A Responding Member is entitled to compensation from the time that a Member requests assistance under Article 6 or 7 until the time that its Emergency Response Team has returned to its base or the Team members have returned to their residences after being relieved of their duties under this Plan pursuant to paragraph 6.4.
- 8.3 A Responding Member is entitled to compensation even if it reasonably deems in good faith in its sole opinion that it is impractical to act at an emergency scene because of circumstances or conditions or because there is insufficient information upon which to take action. Such activity or decision shall not give rise to any claims by a Requesting Member. Subject to the provisions herein the size of an Emergency Response Team shall be within the sole discretion of the Responding Member and entitlement to compensation shall not be disputed for that reason.
- 8.4 All amounts payable under this Plan shall be paid within 30 days of receipt of an invoice.

- 8.5 The Responding Member may send its invoices for services rendered to the CCPA for assistance in collection.

ARTICLE 9 - INSURANCE

- 9.1 The CCPA, on behalf of the Members, their directors, employees, agents and contractors, shall arrange for primary insurance coverage satisfactory to the TEAP Committee which provides for coverage:
- (a) for liability protection for Responding Members, their directors, employees, agents and contractors; and
 - (b) in the amount of \$100,000 personal accident and death protection for each person on an Emergency Response Team of a Responding Member and for Technical Advisors, except that this coverage shall not extend to the Emergency Response Team of a Requesting Member nor shall it extend to the Technical Advisor of a Requesting Member once the Emergency Response Team of the Responding Member has been relieved of its responsibilities at the location of the Transportation Emergency pursuant to this Agreement.
- 9.2 All insurance policies required hereby shall provide that the policy may not be cancelled or materially altered without 15 days prior written notice to the CCPA. Should such insurance coverage be cancelled or materially altered, the CCPA undertakes to immediately notify each Member and make best efforts to provide alternate insurance coverage. The CCPA will provide Members, upon request, with certificates evidencing the coverages specified in this Article.

ARTICLE 10 - INDEMNIFICATION

- 10.1 A Requesting Member shall:

- (a) be liable to a Responding Member, its directors, employees, agents and contractors for all losses, costs, damages and expenses whatsoever which such Responding Member, its directors, employees, agents or contractors may suffer, sustain, pay or incur; and, in addition,
- (b) indemnify, protect and hold harmless a Responding Member, its directors, employees, agents and contractors from and against all losses, damages, injuries, liabilities (including, without limitation, strict and absolute liability) claims, demands, costs, actions, suits or other proceedings (including commissions and inquiries), and expenses in connection therewith (including counsel fees and expenses) by whomsoever brought or presented;

as a result of or in connection with the acts or omissions of any kind of the Responding Member in performing or purporting to perform its duties under this Plan and whether caused by the Responding Member's negligence or not.

For greater certainty, in the event that any costs, losses, injuries or damages are incurred by reason of the Responding Member taking any actions with respect to a chemical not being a Requesting Member's Chemical but which, in the Responding Member's best judgement at the time, are required to deal with the Transportation Emergency in which the Requesting Member's Chemicals are involved or reasonably believed to be involved, then for purposes of this Plan only and any insurance thereunder any such costs, losses, injuries or damages shall be deemed to be incurred by reason of the Responding Member performing its duties under this Plan.

The foregoing indemnities shall not extend to any loss, damage, injury, liability, claim, demand, costs, suit, or expense incurred by a Responding Member caused by the Responding Member's or its directors', employees', agents' or contractors' wilful misconduct or gross negligence.

- 10.2 A declaration by a Responding Member that it had received a request to act under Article 6 or 7 of this Plan shall be conclusive and binding on a Requesting Member, unless the Requesting Member can prove, beyond a reasonable doubt, that it did not make a request under the terms of this Plan.
- 10.3 The above indemnities shall apply, save and except for that portion of any claim covered pursuant to the insurance under Article 9.
- 10.4 Members may be required from time to time to demonstrate proof of financial responsibility and/or to have and maintain such public liability and property damage insurance as may be required by the TEAP Committee.

ARTICLE 11 - COMMENCEMENT OF THE PLAN, TERMINATION

- 11.1 This Agreement shall replace the agreement dated October 26, 1982 which established the Plan effective approximately December 31, 1982 and shall be deemed an amendment to the Plan as so established.
- 11.2 (a) A member of the CCPA (along with such of its subsidiaries and affiliates as may be designated in its ratification of the Plan) shall be eligible to become a Member of this Plan and shall become a Member of the Plan, and subject to all contractual rights and obligations hereunder, after receiving the approval of the TEAP Committee and 30 days after it deposits with the Secretary of the CCPA its ratification of the Plan in the form provided by Schedule "B" hereto. Such Members of the Plan guarantee the performance of all the duties and liabilities of any of their subsidiaries and affiliates designated under this Plan.
- (b) Subject to paragraph (c) below, other persons or in the case of trade associations, their individual members, shall be eligible to become Members of this Plan as provided in Article 11.4 and shall become Members of the Plan, and subject to all contractual rights and obligations hereunder, after receiving the approval of the TEAP committee, and following the expiry of the 120 day period provided by Article 11.4 and a further 30 day period after depositing with the Secretary of the CCPA ratification of the Plan in the form provided by Schedule "B" hereto. Such Members of the Plan may not designate subsidiaries and affiliates in their ratification of the Plan.

- (c) A person required to withdraw from the Plan because it ceases to meet the qualifications prescribed for CCPA membership shall be eligible to become a Member of this Plan forthwith, without any notice or ratification period whatsoever, provided that it was previously a Member of the Plan in good standing, and that it applies to rejoin the plan within 120 days of the termination of its membership in the CCPA.
- 11.3
- (a) A Member, Group of Members or member of a Group of Members listed in Schedule "D" may cease to operate or participate in operating a Regional Response Centre, and withdraw from the Plan, only upon the expiry of at least 120 days written notice given to the Secretary of the CCPA unless a shorter notice period is agreed upon.
 - (b) Any other Member shall withdraw from the Plan forthwith upon the termination of its membership in CCPA for any reason, and may withdraw from the Plan by providing written notice to the Secretary of the CCPA.
 - (c) Paragraphs (a) and (b) shall not affect a Member's rights and obligations under Articles 8, 9 and 10.
- 11.4 The CCPA may, with prior TEAP Committee approval enter into agreements with the Government of Canada, other government agencies, corporations, and bodies corporate permitting such persons or in the case of trade associations, their individual members, to become Members of this Plan, provided that such agreements shall not be effective for at least 120 days after notification to each of the Members or Group of Members of this Plan that have agreed to provide a Regional Response Centre that the CCPA intends to enter into such an agreement and further provided that such agreements may require such persons to:
- (a) provide technical data including safe handling and health data from their files on each of the chemicals involved in a Transportation Emergency;
 - (b) arrange for the dispatch of an industry recognized technical expert knowledgeable about the chemicals involved to the emergency scene within 6 hours of a request for assistance, as advisor to the Emergency Response Team of a Responding Member;
 - (c) provide a back-up response team to take over from the Emergency Response Team within 24 hours;
 - (d) agree to indemnify and hold harmless the Responding Member and its Emergency Response Team members;
 - (e) provide liability protection to the Emergency Response Team;
 - (f) reimburse the Responding Member in accordance with Schedule "F";
 - (g) pay fees established from time to time by the TEAP Committee;
 - (h) ratify this Plan.
- 11.5 Each Member agrees to allow the TEAP Committee and/or its representatives such access to its equipment, personnel and records as is reasonably appropriate for the TEAP Committee to audit and assess the Member's response capability and each Member agrees to assist and cooperate promptly in any such review by the Committee as reasonably requested from time to time, and to pay the cost of any such review,

provided that any information obtained in such review shall only be used for purposes associated with this Plan and not for any commercial or other purpose whatsoever.

ARTICLE 12 - AMENDMENTS

- 12.1 Amendments approved by the TEAP Committee shall be submitted to the Members at least 30 days prior to their consideration by the Board of the CCPA.
- 12.2 This Plan may be amended by resolution of the Board of the CCPA and such amendments shall not be effective for at least 120 days after the passing of such resolution. The TEAP Committee may maintain and amend the Schedules to this Plan and such amendments shall not require approval of the Board of the CCPA.

ARTICLE 13 - OPERATIONS

- 13.1 The CCPA shall establish the TEAP Committee with such membership and procedures as may be determined by the Board of the CCPA from time to time, provided however that each Member or Group of Members, as the case may be, which provides a Regional Response Centre shall have at least one representative on the Committee.
- 13.2 (a) The CCPA may assess Members from time to time for costs incurred:
- (i) in obtaining liability insurance pursuant to paragraph 9.1;
 - (ii) in establishing or operating Regional Response Centres pursuant to Article 5;
 - (iii) in auditing TEAP Members pursuant to paragraph 11.5; or
 - (iv) in any other aspects of operating this Plan.
- (b) The amounts of any such assessments and the method for allocating them to the Members shall be approved by the Board of the CCPA
- 13.3 The TEAP Committee shall:
- a) administer the Plan;
 - b) assess and approve all requests for membership in the Plan, including any subsidiaries and affiliates designated by CCPA members in their ratification of the Plan;
 - c) maintain and amend the Schedules to the Plan;
 - d) advise Emergency Response Teams and Technical Advisors of the training facilities and courses available and assist in the development of new training courses;
 - e) arrange regular incident review meetings;
 - f) review and approve any contractor to be used by a Member or Group of Members pursuant to sub-paragraph 5.2(g) hereof and the agreement made with any such contractor;
 - g) provide appropriate information about the Plan to the public and to the appropriate government authorities;

- h) publish from time to time a procedures guide for use by the Members;
- i) audit the response capability of Members.

ARTICLE 14 - NOTICES

- 14.1 All notices (other than requests for assistance) can be made to the Members at the addresses shown in Schedule "A". If sent by registered mail, such notices shall be deemed to have been received 4 days after mailing provided that during interruptions in postal service all such notices shall be delivered by courier.

ARTICLE 15 - LANGUAGE OF AGREEMENT

- 15.1 It is the express wish of the Parties hereto that this document and any documents ancillary hereto, other than those which by law must be in French, shall be drawn up in the English language. Il est de la volonté expresse des parties que le présent contrat et tous les documents ancillaires soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

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PART ONE

SECTION 3

LIABILITY INSURANCE PROTECTION

PART ONE

TEAP LIABILITY INSURANCE POLICIES

SECTION 3

This procedures manual includes copies of the entire insurance policies only for those companies that operate Regional Response Centres. All other TEAP members will receive evidence that the insurance is in place but not copies of the policies themselves.

The insurance information that follows is in the order that the insurance company provides coverage for TEAP, that is, information about the primary level of insurance appears first, followed by the first excess insurer and then any additional excess insurers.

The following is excerpted from a description of the TEAP liability insurance provided by Reed Stenhouse:

Article 9 - "Indemnification" of the TEAP Agreement approved December 11, 1985 is designed to allocate the liabilities of the respective parties. Except for the wilful misconduct of gross negligence of the responding member, the requesting member agrees to indemnify and hold harmless the responding member. In view of "mutual assistance" nature of the Plan, this indemnity agreement is quite proper and it stands alone in terms of expressing the wishes of all the parties involved as to who should pay for what.

The CCPA however recognized that when activated, TEAP created a dynamic situation and that its members should fund a portion of the liabilities assumed under the indemnification clause of the agreement. The 3 main areas of concern were:

- 1) not all members carried sufficient insurance or were of such financial strength to assume the indemnification clause if called upon to do so;
- 2) a responding member would not want to prejudice its own financial position or its insurance programme while acting on behalf of a third party;
- 3) a requesting member would want to cover himself for the actions of a third party (the responding member) working on his behalf, and thus protect its own financial position or insurance programme.

The captioned insurance has been arranged in the name of the CCPA and its members including subsidiary and affiliated companies but only with respect to the activities of TEAP. The policy contains a cross liability clause which caused the policy to protect each insured in the same manner and to the same extent as though a separate policy had been issued to each. This clause does not operate to increase the insurer's total limit of liability under the policy.

This insurance is therefore considered as specific and primary insurance since it covers all participants in a specific activity, i.e., TEAP.

PART ONE

TEAP LIABILITY INSURANCE POLICIES

We would point out that this insurance only covers a portion of the liabilities assumed by the requesting member under Article 9. For example, this liability insurance contains 2 significant exclusions, i.e.:

- a) loss of or damage to property of others in the care, custody or control of the insured;
- b) bodily injury or property damage caused by pollution.

Furthermore, the policy would not respond to costs and expenses relating to commissions or inquiries. It is therefore quite proper that Article 9 stands alone since liability insurance will not entirely respond to the assumed liabilities.