

EASTERN CANADA RESPONSE CORPORATION LTD.
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Emergency Contact No.: (613) 930-9690

WESTERN CANADA MARINE RESPONSE CORPORATION
P.O. Box 82070, 201 Kensington Avenue, Burnaby BC V5C 5P2
Emergency Contact No.: (604) 294-9116

Contract No.

**DISPATCH AGREEMENT
FOR LAND-BASED SPILLS**

(Shipping Company)

(Mailing Address)

(Contact Person)

(Telephone Number)

(Facsimile Number)

Effective
Date: _____

End
Date: _____

Annual Fee (# of units X \$50/unit): \$ _____

Taxes (as applicable): \$ _____

TOTAL: \$ _____

All fees are due and payable on or before the Effective Date. All fees are payable in Canadian dollars.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE SET FORTH BELOW AND CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT BETWEEN THE DISPATCH ORGANIZATIONS AND THE SHIPPER.

(Shipper/Authorized Agent)

By: _____
(Authorized Signature)

(Print Name)

(Date)

Dispatch Organization

By: _____
(Authorized Signature)

(Print Name)

(Date)

TERMS AND CONDITIONS

1. CERTAIN DEFINITIONS

1.1 “**Area of Response**” with respect to Western Canada Marine Response Corporation, means British Columbia, and with respect to Eastern Canada Response Corporation Ltd., means Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador.

1.2 “**Dispatch Organization**” means Western Canada Marine Response Corporation for any matters relating to a spill of oil on land within its Area of Response, and Eastern Canada Response Corporation Ltd. for any matters relating to a spill of oil on land within its Area of Response.

1.3 “**Minimum qualifications**” means minimum qualifications required to meet contractor capability specifications included in Appendix A.

1.4 “**Oil**” means petroleum in any form including crude oil, fuel oil, sludge, oil refuse and refined products and, for greater certainty, includes oil as defined in Appendix B.

2. LIST OF CONTRACTORS

2.1 Each Dispatch Organization will maintain a list of contractors in its Area of Response that meet the Minimum qualifications and are available to respond to a spill of Oil on land (the “**Contractors**”).

2.2 Each Dispatch Organization will use reasonable commercial efforts to ensure that the Contractors included on the list maintained by such Dispatch Organization receive training in accordance with the Minimum qualifications and comply with the preparedness levels of the Minimum qualifications.

3. DISPATCH REQUEST AND RESPONSE

3.1 Upon the occurrence in the Area of Response of a spill of Oil on land by the Shipper, the Shipper may contact the Dispatch Organization in whose Areas of Response the spill occurs by telephone at the number maintained by such Dispatch Organization for such purposes, and request the Dispatch Organization to dispatch a Contractor to respond to the spill (the “**Dispatch Request**”). The Dispatch Request must specify the approximate location and size of the spill, that the individual contacting the Dispatch Organization is

authorized to request services pursuant to this Agreement, the type of Oil involved and the nature and extent of the response services required.

3.2 Upon receipt of a Dispatch Request, the Dispatch Organization will notify a Contractor of the occurrence of the spill and request such Contractor to respond to the spill (the “**Dispatch Services**”). As part of the Dispatch Services, the Dispatch Organization will advise the Contractor of the location of the spill, the type of Oil involved and the nature and extent of the response required, all as related to the Dispatch Organization pursuant to the Dispatch Request.

3.3 The Dispatch Organization will use reasonable commercial efforts to ensure that the Contractor acknowledges receipt of the Dispatch Organization’s notice of the spill and that the Contractor confirms that it will respond to the spill.

3.4 Upon provision of the Dispatch Services, the Dispatch Organization’s obligations to the Shipper with respect to a Dispatch Request are satisfied. Any response by a Contractor in respect of the spill, and the terms and conditions, upon which any spill recovery services are provided by the Contractor, are matters to be agreed upon between the Shipper and the Contractor.

4. LIMITATIONS AND ALLOCATION OF RISK

4.1 Shipper acknowledges that each Dispatch Organization’s obligations pursuant to this Agreement are limited to maintaining the list of Contractors pursuant to Article 2 and providing Dispatch Services pursuant to Article 3. The Dispatch Organizations are not responsible for any act or omission of any Contractor, including: (a) any failure or delay of the Contractor in attending at the spill site following notification by a Dispatch Organization of the spill; (b) any insufficiency or inadequacy of the equipment maintained by the Contractor for the purpose of responding to a spill; (c) any insufficiency or inadequacy in the qualifications of the Contractor with respect to responding to the spill; and (d) any act or omission resulting from the negligence or wilful misconduct of the Contractor or its directors, officers, employees, contractors or agents.

4.2 A Dispatch Organization, and its directors, officers, agents, contractors and employees, are not liable to the Shipper for any loss or damage caused to any person, any property or the environment, of any nature or kind, unless such loss or damage is caused by the gross negligence or wilful misconduct of the Dispatch Organization in fulfilling its obligations under this Agreement.

4.3 The Shipper will indemnify, defend and hold harmless the Dispatch Organizations and their directors, officers, employees, contractors and agents from and against all claims, losses, damages, costs, expenses and other liabilities incurred by the Dispatch Organizations, or their directors, officers, contractors, employees or agents, as a result of the Dispatch Organizations carrying out their obligations under this Agreement, except where such claims, losses, damages, costs, expenses and other liabilities are incurred by a Dispatch

Organization, or its directors, officers, employees, contractors or agents, as a result of the Dispatch Organization’s own gross negligence or wilful misconduct, or the gross negligence or wilful misconduct of the Dispatch Organization’s directors, officers, agents, contractors or employees. The Shipper acknowledges that the Dispatch Organizations are not required to exhaust their recourses against any third party as a condition precedent to claiming indemnification under this Section.

4.4 Each Dispatch Organization will indemnify, defend and hold harmless the Shipper and its directors, officers, employees, contractors and agents from and against all claims, losses, damages, costs, expenses and other liabilities incurred by the Shipper and its directors, officers, employees, contractors and agents as a result of the gross negligence or wilful misconduct of the Dispatch Organization or its directors, officers, agents, contractors or employees in carrying out its obligations under this Agreement.

4.5 The Shipper agrees that if a spill occurs in the Area of Response applicable to one of the Dispatch Organizations, the other Dispatch Organization has no obligations and is not subject to any liability to the Shipper under this Agreement.

4.6 Notwithstanding the termination of this Agreement, the provisions of this Article 4 survive any such termination.

5. FORCE MAJEURE

5.1 If during the term of this Agreement there should arise or occur any event or circumstance beyond the reasonable control of the Dispatch Organizations or the Shipper, including the action of government, flood, fire, strike, lock-out or other labour unrest, riot, civil unrest, terrorism, war (whether declared or undeclared), or an act of God (but for greater certainty not including a shortage or lack of financing), that prevents, restricts or delays the Dispatch Organizations or the Shipper from duly performing any of their obligations under this Agreement, then during the period that such event or circumstance, or the effect thereof continues, performance by such party of such obligation will be suspended and excused to the extent that such party is so prevented, restricted or delayed.

5.2 The obligations of the party relying on Section 5.1 are suspended during any period of force majeure. The performance of this Agreement will be resumed as soon as practicable after force majeure has ceased.

6. ASSIGNMENT AND GOVERNING LAW

6.1 Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

6.2 This Agreement is governed by and is to be interpreted in accordance with the laws of Ontario and the laws of Canada applicable in Ontario.

APPENDIX 'A'

MINIMUM QUALIFICATIONS

1 PREPAREDNESS GUIDELINES

Network of land base emergency contractors meeting the following minimum qualifications:

1.1 RESPONSE TIME

Responders are expected to meet the following response time guidelines in responding to petroleum transportation incidents and spill incidents:

A responder, after being notified of an emergency, is expected to initiate (by telephone) support in analyzing the incident and planning the initial response. This should normally be within 30 minutes after receiving notification, and is referred to as the initial response time.

The responder is expected to have one or more competent responder(s) at the incident site with the appropriate response equipment. This is to support public authorities having jurisdiction in controlling the scene to ensure public safety and minimize environmental damage. It is recognized that response will be progressive, with additional response capability being provided as required. The time required for a responder to have response capability at the incident site is defined as "on-site" response time. On-site response time guidelines are as follows:

Major Metropolitan Areas. This refers to centres with significant population and significant distribution operation. These areas have been defined by CPPI regional divisions, are reviewed periodically to respond to public expectations and are delineated in Appendix C.

- Respond as soon as reasonably possible and be on site, conditions permitting,* within two hours after being informed of and understanding the need to provide response assistance.

All other points within 250 kilometers of Canada's southern borders

- Respond as soon as reasonably possible and be on site, conditions permitting, * within six hours after being informed of and understanding the need to provide response assistance.

All other points in Canada

- Initiate a response upon being informed of and understanding the need to provide response assistance, and be on site as soon as possible considering incident risk and travel time. Here it is expected that the initial response would be initiated with local resources to secure the scene and minimize environmental damage.

** Response times are "conditions permitting" (i.e. weather, traffic, and exclude any unusual and unforeseen circumstances beyond the control of the responder). From a planning perspective, road travel is based on a rate of 65 km/hr.*

APPENDIX 'A'

MINIMUM QUALIFICATIONS

1.2 RESPONSE PERSONNEL CAPABILITY

Response personnel within the emergency network will have the following training:

- Understanding of Transportation of Dangerous Goods Act (TDG)
- Demonstrates Knowledge of WHMIS / Petroleum products knowledge
- Select and use proper Personal Protective Equipment (PPE)
- Ability to perform situation/Site/tank truck or * tank car assessment
- Basic tank truck response training
- Able to plan and implement response as agreed upon with the incident commander
- Incident control and mitigation (LEL measurement, seal leaks, contain spill, etc.)
- Knowledge of product removal and transfer
- Knowledge of spilled product containment and recovery

** Response personnel capability related to tank car applies to designated locations only*

APPENDIX 'A'
MINIMUM QUALIFICATIONS

**Emergency Response Equipment List For
Tank Truck and Rail Car Spills**

A) Equipment category 1:

*This list of equipment is readily available from ER contractor and/or
From a Dispatch Organization dedicated trailer. Functionally equivalent equipment is acceptable*

1 combustible gas indicator c/w spare or rechargeable batteries and battery charger	4 fire resistant coveralls
4 half mask respirators c/w 16 organic cartridges	4 pair jacket and pant sets (PVC coated rain gear) (F.R.C. spec.)
4 disposable chemical resistant coveralls	500 sorbent pads
2 fall protection full-body harnesses	2 X 2" by 20' Fuel transfer hose c/w camlock
1 (4) litre container of granular "Plug and Dike"	1 Trash Hand Pump – 2 " aluminium side-inlet pump Note: Pump to be fitted with 2" camlock (female) on inlet and 2 " camlock (male) on discharge
assortment of wooden plugs	1 air drill
120' sorbent boom (10 ' sections–8 " dia.)	3 hole saws c/w pilot drills (2 ", 3" and 4") plus air supply and hoses
100' inland river boom	1 machine oil lubricant
1 port-a-tank 1,000 gal. Cap., reinforced vinyl liner c/w collapsible tubular steel frame (equipped with drain sleeve)	1 Transfer pump (air, diesel or electric plus associated power source and hoses/cables)
2 cu. ft. loose solvent (peat /clay, etc.)	1 400' of 2" product hose, 250 psig with camlock fittings
2 X 6' grounding rods c/w 50 ' of cable	2 grounded metal pails
1 earth resistance tester or continuity tester	1 metal drop tube
6 X 50' grounding cables c/w vice grips and clamps	1 repair kit for pump
	100' cooling water hose
1 Air brake fittings (glad hand) 1 Air supply, 100psig, 15 cfm capacity 1 Air hose 1/2 " , 100psig, 150'	Assorted Fittings: 1 2" X 3" (female X female) camlock adapter 1 2" X 3" (female X male) camlock adapter 1 2" X 4" (female X female) camlock adapter 1 2" X 4" (female X male) camlock adapter
1 electrical cable 200' (minimum 12/03)	*

APPENDIX 'A'
MINIMUM QUALIFICATIONS

**Emergency Response Equipment List For
Tank Truck and Rail Car Spills**

B) Equipment category 2:

This list of equipment is readily available from ER contractor and/or Suppliers, etc. Functionally equivalent equipment is acceptable

1 air horn	4 hard hats c/w adjustable suspension, CSA approved (yellow)
1 first aid kit for 10-person site that meets applicable regulatory requirements	4 safety goggles, clear lens (CSA Standard)
4 pair rubber boots (c/w steel toe)	4 cold weather support clothing
2 pair waders with steel toe	4 reflective traffic vests
2 X 10 kg. dry chemical fire extinguishers	12 pair gloves (gauntlet type – resistant to petroleum products)
2 aluminum shovels	12 pair ear plugs
2 long handled spades	4 approved personal flotation devices
2 pitchforks	6 traffic cones
2 garden rakes	25 plastic disposal bags (5 mil)
1 pick c/w handle	2 rolls “Do Not Enter” tape (2" X 150')
1 mattock (4½ lbs.) c/w 36 " handle	2 X 4" plastic pipe (6 ' long)
1 sledge hammer (8 lbs.) c/w 26 " handle	2 X 200'lengths Polypropylene rope (½ " min.)
1 axe	1 overpack salvage drum or bag (45 gal/205 litre)
1 crowbar	4 48" X 48" neoprene drain stoppers
1 X 24" push broom c/w handle	3 “No Smoking” signs (12")
2 squeegees	Assorted hand tools including:
2 rubber wheel chock blocks	2 vice grips
2 handheld flashlights for hazardous location (UL & CSA)	1 utility knife 1 9" chisel
1 X10 litre plastic gas can (UL & CSA)	1 8" pliers/cutters
1 camera, film and batteries	2 crescent wrenches (8" X 12")
1 binoculars	2 pipe wrenches (18" X 24")
1 wind sock	1 combination wrenches set (3/8" to 1 ¼")
4 portable lights including generator and cables (minimum 500w)	1 drum plug wrench
portable command centre (North American ER guide, Canutec, maps, paper, etc)	1 hack saw c/w spare blades
1 36" X 100' poultry wire mesh	2 claw hammers (1 lb.)
box wiper rags	assorted screwdrivers
1 extension ladder (minimum Grade 1)	socket sets (1/4, 3/8 & 1/2)
	1 carpenter's wrecking bar (30 ")

Response equipment used in hazardous areas of the spill site must be appropriately rated for such use (i.e. intrinsically safe or spark proof).

APPENDIX 'B'
OIL

Hazardous Material means petroleum in any form including crude oil, fuel oil, sludge, oil refuse and refined products (other than petrochemicals which are subject to the provisions of Annex II of Marpol 73 / 78) and, without limiting the generality of the foregoing, includes the substances listed:

LIST OF HAZARDOUS MATERIALS

Asphalt solutions	Distillates	Naphtha
Blending stocks	Straight run	Solvent
Roofers run residue	Flashed feed stocks	Heartcut distillate oil
	Biodiesel blends (B2 – B100)	
Oils	Gas Oil	Jet Fuels
Clarified	Cracked	JP-1 (Kerosene)
Crude oil		JP-3
Diesel oil	Gasoline Blending Stock	JP-4
Fuel oil No. 4	Reformats	JP-5 (Kerosene, Heavy)
Fuel oil No. 5	Polymer-fuel	
Fuel oil No. 6	Alkylates-fuel	Turbo Fuel
Residual fuel oil		Kerosene
Road oil	Gasolines	Mineral spirit
Transformer oil	Casinghead (natural)	Biofuels
Aromatic oil (excluding vegetable oil)	Automotive	Biomass
Lubricating oils and blending stocks	Aviation	Biodiesel 100%
Mineral oil	Straight run	Denatured ethanol
Motor oil	Fuel oil No. 1-D	
Penetrating oil	Fuel oil No. 2	
Spindle oil	Fuel oil No. 2-D	
Turbine oil	Ethanol blends (E5 – E85)	

APPENDIX 'C'
MAJOR METROPOLITAN AREAS

Vancouver, Calgary, Edmonton, Winnipeg, Toronto to Hamilton area, Ottawa, Montreal, Quebec City,
Halifax