

LPG EMERGENCY RESPONSE CORP.

**EMERGENCY RESPONSE ASSISTANCE
PLAN[®]**

LPG Emergency Response Corp.
Emergency Response Assistance Plan[®]

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PART I

MANAGEMENT

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MANAGEMENT

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1. EMERGENCY RESPONSE ASSISTANCE PLAN

1.1 Establishment of the Plan

LPG Emergency Response Corp. (the “Corporation” or “LPGERC”) has created an emergency response plan called the Emergency Response Assistance Plan (the “Plan”) for use by the liquefied petroleum gas industry (LPGERC Plan Participant). The terms and conditions of the Plan are contained within and may be amended from time to time.

LPG Emergency Response Corp. is a wholly-owned subsidiary of the Canadian Propane Association (“CPA”). While connected to the CPA through its membership, the Corporation is a stand-alone entity with its own Board of Directors, Operating Committee, staff and budget.

1.2 Mandate/Mission, Appropriate Legislation, Quality Policy and Objectives

1.2.1 Mandate/Mission

The mandate of the Corporation is to provide management of the Plan, emergency preparedness and response capability for its Plan Participants.

The mission of the Corporation is to provide a level of service to Plan Participants that will encompass trained and qualified people, quality equipment, knowledgeable advice and timely assistance to allow responders to deal effectively with an LPG Emergency.

1.2.2 Appropriate Legislation

Services provided under the LPGERC plan may be contracted by Plan Participants to assist in complying with the following:

Transportation of Dangerous Goods Act, 1992

Section 7. (1) of the Act states that “*No person shall import, offer for transport, handle or transport dangerous goods in a quantity or concentration that is specified by regulation – or that is within a range of quantities or concentrations that is specified by regulation – unless the person has an emergency response assistance plan that is approved under this section before*

- (a) *importing the dangerous goods;*
- (b) *offering the dangerous goods for transport; or*

- (c) *handling or transporting the dangerous goods, in the case where no other person is required to have an emergency response assistance plan under paragraph (a) or (b) in respect of that handling or transporting.*

Canadian Environmental Protection Act

The Environmental Emergency (E2) Regulations, *“require persons who own or manage specified toxic and hazardous substances, at or above the specified thresholds, to provide required information on the substance(s) and to prepare and implement environmental emergency plans.”*

1.2.3 Quality Policy

The Plan fulfills Participants' needs for a system that will enable them to meet their regulatory obligations concerning emergency response for LPGs and to ensure that an LPG Emergency involving their product is handled in a timely, efficient and safe manner. The Corporation is committed to meeting or exceeding the needs of its Plan Participants through measuring and continuously improving its performance.

The requirements of the Plan are implemented and maintained through joint efforts of the Board of Directors, Operating Committee, Vice President & GM, and staff.

1.2.4 Objectives

1. To provide trained and qualified people through the selection process and training standard.
2. To maintain quality equipment by ensuring that Response Teams adhere to the equipment standard.
3. To allow responders to deal effectively with an LPG emergency. This is achieved through knowledge of Management, Preparedness and Operations policies and guidelines in the Plan.
4. To measure the performance and improve each aspect of the Plan's operation. This is achieved through the Quality Management System.

1.3 Plan Documentation

The Emergency Response Assistance Plan consists of three Parts:

Part I **Management**

Addresses the overall organization and administration of the Plan; outlines the Corporation's methods for handling participation in the Plan, insurance, Plan costs and expenses, activation policy and management policies. Part I outlines how the business is run.

Part II **Preparedness**

Describes the Corporation's processes for preparedness and continual improvement. It includes response capability, methods for selecting and training personnel, defines equipment and training required. Potential scenarios are included outlining the response that would be provided to certain LPG emergencies. Part II describes what is in place to prepare for an emergency.

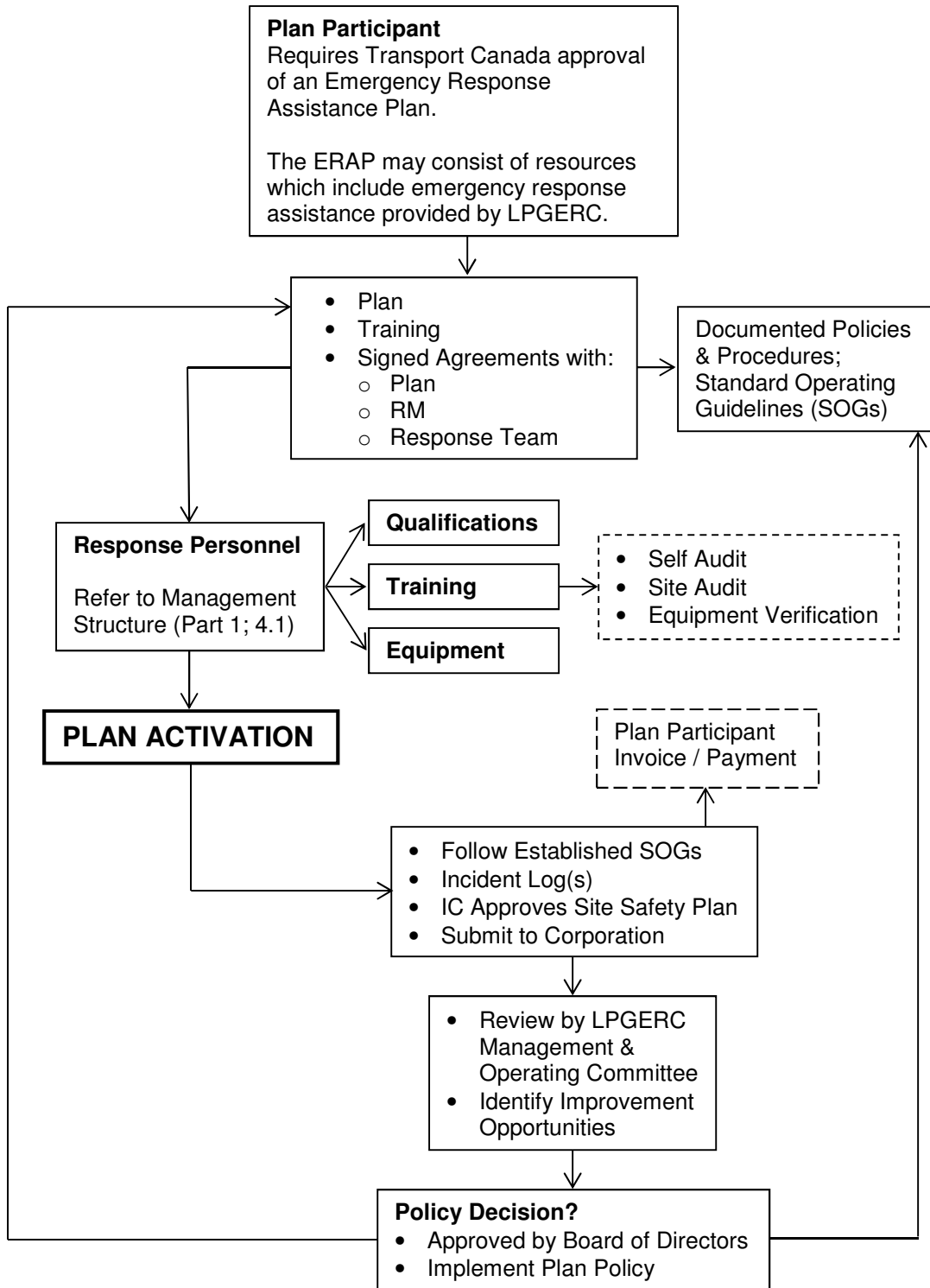
Part III **Operations Operational Details**

Sets out the Corporation's procedures for activating the Plan and discusses actual response activities: initiation, actions, site stabilization, post-incident actions and "stand down procedures". Part III outlines what will be done at an incident scene.

The words "shall" and "will" are used in Parts I, II, and III to indicate a mandatory requirement. The Plan contains policies and procedures for all of LPGERC's processes and as such any changes made are subject to the approval of the Board of Directors.

All records pertaining to the Corporation are also records of the Corporation's Quality Management System. Records are maintained either electronically or in paper form at the LPGERC office in Calgary. The process for providing the Services of the Plan on behalf of Plan Participants ("changing the customer's requirements into deliverables") is outlined in the Process Flowchart on the next page.

PROCESS FLOWCHART



2. DEFINITIONS OF THE PLAN

2.1 Definitions

For the purposes of the Plan:

1. "Act" means the current Transportation of Dangerous Goods Act and where applicable could include the Canadian Environmental Protection Act;
2. "Board of Directors" means the Board of Directors of the LPG Emergency Response Corp;
3. "Canada" means the land surface area of Canada and all of its territorial waters;
4. "CPA" means the Canadian Propane Association;
5. "Corporation" means the LPG Emergency Response Corp. or "LPGERC";
6. "discharge" includes, but is not limited to, leaking, escaping, emitting, or emptying;
7. "Home Base Coordinator" or "HBC" means those individuals employed by, or contracted on behalf of, the Corporation to assist the Remedial Measures Advisors and/or Response Teams and/or Response Managers in their handling of an LPG emergency;
8. "Incident Commander" or "IC" has overall responsibility for the incident;
9. "LPG" means those products described in Appendix A;
10. "LPG Emergency(ies)" means:
 - a) An incident in Canada involving a potential or actual discharge of LPG during land transportation (including the marine transport of LPG by rail tank car, tank truck, intermodal container or in a tank being transported on a barge or ferry), or
 - b) An incident in Canada involving a potential or actual discharge of LPG from a stationary tank (as defined in Part I, clause 2.1 item 22.).
11. "Operating Committee" means the committee of the Corporation that has been established for the purposes described in Part I, clause 4.1.2;
12. "Participation Agreement" means the Agreement between the Corporation and a Plan Participant (Appendix K);
13. "Plan" means this Emergency Response Assistance Plan, consisting of Parts I, II, and III as amended from time to time;
14. "Plan Participant" means a party to a Participation Agreement identified as being the Plan Participant. The Plan Participant has an agreement with the LPGERC to provide emergency preparedness and response capability on their behalf;
15. "Quality Management System" or "QMS" means the Quality Management System which documents and describes how the company operates and identifies the processes needed.
16. "Remedial Measures Advisor" or "RMA" means those individuals who, in accordance with the provisions of the Plan, provide the services of an RMA on behalf of the Corporation (see Part III Operational Details, clause 4.3.). A Remedial Measures Advisor will provide initial advice and assistance to the Incident Commander and may coordinate remediation activities such as transfers, flares/purges, and emergency repairs to containers;
17. "Response Centre" or "RC" is the location at which the 24 hour emergency number is answered by a Response Manager;

18. "Response Manager" or "RM" means those individuals employed or contracted by the Corporation who perform the services of a Response Manager (as described in Part III Operational Details, clause 4.3). The RM initiates the LPGERC Plan and monitors the response;
19. "Response Team" or "RT" means that equipment and those individuals (including the Response Team Leader and Response Team Members) retained by the Corporation to provide the services of a Response Team (as described in Part III Operational Details, clause 4.3). The Response Team conducts remediation activities such as transfers, flares/purges and emergency repairs to containers;
20. "Response Team Leader" or "RTL" means a person who has been designated as the person who is responsible for the Response Team Members in the performance of their functions;
21. "Response Team Member" or "RTM" means those individuals who collectively comprise a Response Team;
22. "Services" means the emergency response capability which is provided by the Corporation (as described in Appendix B), and
23. "Small Means of Containment" means a cylinder with a capacity of less than 450 litres of LPG.
24. "Stationary Tank" means a tank with a capacity of 450 litres or greater which is principally used for the storage, and not for the transportation, of LPG.

3. PLAN PARTICIPANTS

3.1 Who Can Participate

3.1.1 Companies

Subject to the approval of the Corporation, any company that:

1. produces, ships, stores, offers for transport or transports LPG within Canada, imports LPG into Canada;
2. makes application for Plan Participant status;
3. is a member in good standing of the CPA, or has been granted "grandfather" status;
4. agrees to abide by the terms of the "Participation Agreement";
5. provides to the Corporation, when requested to do so, the names and telephone numbers for no less than two Prime Contacts (see *Prime Contacts* below);
6. provides evidence of financial responsibility, when requested to do so, (see *Evidence of Financial Responsibility* below);
7. executes a Plan Participation Agreement with the Corporation (Appendix K) may participate in The Plan.

The Plan is primarily designed for use in the Transportation of LPGs. The LPGERC will permit participation of companies with solely stationary sites only as long as the capability to respond to transportation incidents is not compromised.

A Plan Participant will be conditionally enrolled in the Plan as soon as is practical after the receipt of a signed Plan Participation Agreement and the documents listed in items 5., 6., and 7. of this clause.

Prime Contacts

A Plan Participant's Prime Contacts are individuals who have been designated to receive communications concerning an LPG Emergency in which they (Plan Participants) are involved. Please refer to Part 1, clause 3.1.1., item 5.

Evidence of Financial Responsibility

Evidence of a Plan Participant's financial responsibility must be provided in a form acceptable to the Corporation, such as a Certificate of Insurance obtainable from the insurer, which certifies that:

- a) the Plan Participant has no less than \$5,000,000 comprehensive general liability insurance, covering all of its LPG operations;
- b) the Corporation has been added to the insurance policy(ies) as an additional insured, and
- c) a minimum of 15 days notice will be provided by the insurer to the Corporation in the event of cancellation or material alteration of the policy.

3.1.2 Governments

The Services of the Plan may also be made available to Transport Canada for LPG Emergencies (as defined in Part I, clause 2.1, 8. a) involving non Plan Participants. This will occur only on such conditions as the Corporation and the governmental emergency service may agree upon.

3.2 Obligations Upon Termination of Plan Participation Agreement

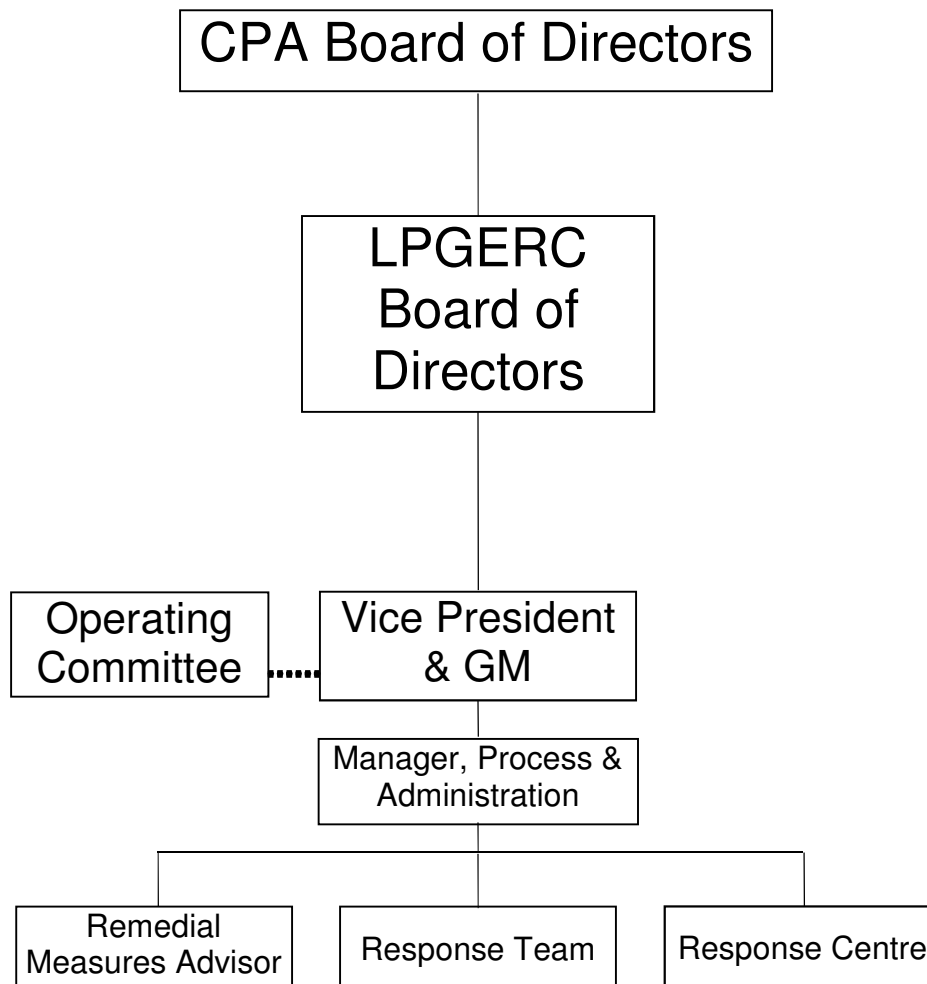
3.2.1 Plan Participants and the Corporation

Upon termination of the Participation Agreement, the Plan Participant and the Corporation will continue to remain subject to all liabilities and obligations incurred under the Plan respecting any matter which occurred prior to the effective date of the withdrawal or termination.

4. ORGANIZATIONAL STRUCTURE

4.1 Management Structure

LPGERC ORGANIZATION CHART



4.1.1 Board of Directors

The body which is responsible for the overall administration, implementation and monitoring of the Plan is the Corporation's Board of Directors. The CPA as the shareholder of the Corporation has adopted the following policies (which policies are subject to change by the CPA) regarding the makeup, duties and responsibilities of the Board of Directors relative to the Plan:

1. The Board of Directors consists of a maximum of eleven members, up to seven of which will be nominees from Plan Participants. The remaining two seats have been reserved for nominees from other LPG industry associations or other areas of the LPG industry.
2. When selecting Board members, due consideration will be given to the geographic location, size, and business interests of the corporation with which they are involved.
3. Members of the Board of Directors will be appointed for two year terms.
4. A member of the Board of Directors may represent the Corporation on the Board of Directors of the CPA.
5. The Board of Directors is responsible for the appointment of Operating Committee members.
6. The Board of Directors reviews, and approves where it sees fit, the recommendations made by the Corporation's Operating Committee.
7. Reviews and approves where it sees fit, Plan Participant membership.
8. Reviews and approves the annual operating budget and business plan.
9. The Board meets as required but at a minimum annually.

4.1.2 Operating Committee

The Operating Committee assists the Board in its responsibilities with respect to administering, implementing and monitoring the provisions of the Plan.

The Operating Committee is chaired by the Vice President & GM of the Corporation and consists of such members as the Board shall approve. The Operating Committee meets as required but at a minimum annually.

In selecting Committee members consideration will be given to, among other things, the technical expertise of the individual. The Committee may also have representatives of appropriate governmental agencies who participate in an ex officio, non-voting capacity. The Operating Committee is responsible for making recommendations to the Board of Directors on the overall administration, implementation and verification of the Plan. It may make recommendations with respect to:

1. Developing, approving and publishing, from time to time, the administrative and operational practices and standards, and training needed for the Plan;
2. Monitoring the effectiveness of the Plan, its operation and administration, and, if necessary, any amendments, variations and modifications;
3. Determining any matters relating to the Plan but which may not otherwise have been expressly provided for;
4. Determining and approving, from time to time, the qualifications and equipment requirements of RMAs, Response Teams and Response Managers, including any equipment or other resources to be provided to RMAs, Response Teams and Response Managers by the Corporation in order to perform their duties;
5. Determining administrative and reporting policies;
6. Dealing with the concerns of Plan Participants with respect to the Plan;
7. The annual operating budget;
8. Assessing and reviewing the resource requirement to ensure sufficient numbers of Response Managers, RMAs, and Response Teams to maintain the effectiveness of the Plan;
9. Determining the conditions of employment, including remuneration, for RMAs, Response Teams or Response Managers employed by the Corporation;
10. Determining and establishing the means, policies and procedures for activating the response capability of the Plan;
11. Arrangements or agreements required for the operation and administration of the Plan;
12. Filing a summary of the Plan as a "plan" pursuant to the provisions of the current Transportation of Dangerous Goods Act and obtaining the necessary "plan" reference number;
13. Establishing policies, procedures and other requirements needed for the use of the Plan as a "plan" under the provisions of the current Transportation of Dangerous Goods Act, and
14. Developing and delivering awareness programs to familiarize first responders with the LPG Emergency Response Corp. and the Emergency Response Assistance Plan as appropriate.

4.1.3 Vice President & GM

Under the guidance and direction of the Board of Directors, the Plan is administered by the Corporation's Vice President & GM and staff, for and on behalf of the Corporation. As Management Representative for the organization's Quality Management System, the Vice President & GM ensures that planning for quality is accomplished through adherence to the Plan's policies and standards by all staff and resource personnel. Subject to the direction of the Board of Directors, the Vice President & GM:

1. Reports directly to the Board of Directors, and also has a "dotted line" relationship to the CPA President & CEO, who may provide support.
2. Assists the Board of Directors in developing basic corporate objectives and policies - both short and long term;
3. Guides the development of, and recommends to the Board, specific corporate policies and programs consistent with basic objectives and policies established by the Board;
4. As Chair of the Operating Committee, coordinates its activities, maintains Committee Minutes and ensures that this group is kept fully informed of the conditions and operations of the Corporation and on all factors influencing them;
5. As Chair of the Operating Committee, ensures that the Board of Directors is kept informed of the activities of the Operating Committee and presents its recommendations to the Board;
6. May serve as a Home Base Coordinator with responsibility for the monitoring of the Corporation's emergency response activities;
7. Manages within established policy, recruits, trains, develops and rewards corporate staff personnel;
8. Develops and implements a training matrix and subsequent programs for emergency response personnel contracted by the Corporation with assistance from the Operating Committee;
9. Supervises and/or participates in the overall implementation of approved budgets, programs, projects and major activities of the Corporation;
10. Ensures the necessary capability of the Plan and verifies the capabilities of the Plan, contracted responders, and response functions;
11. Ensures that all funds, physical assets and other property of the Corporation are appropriately safeguarded and administered;
12. Maintains effective relationships with other organizations, both public and private, to ensure that the position of the Corporation and its clients is enhanced in accordance with the objectives and policies of the Corporation;
13. Negotiates, approves and enters into any agreements with those Plan Participants who are providing the services of certain of their employees to act as RMAs, Response Teams or Response Managers under the Plan;
14. Advises and provides guidance to the actions of the administrative staff on the day-to-day operations and administration of the Plan, and
15. Assists Plan Participants in filing information required pursuant to the provisions of the current Transportation of Dangerous Goods Act with the objective of obtaining an Emergency Response Assistance Plan (ERAP) number.

4.1.4 Manager, Process & Administration

Subject to the direction of the Vice President & GM, the Manager, Process & Administration:

1. Maintains day-to-day contact with the Plan Participants including enrollment in “The Plan” and providing information as required based on knowledge of subject, refer if required; and ensuring that insurance and other required documents are updated as needed
2. Participates on the Operating Committee as Recording Secretary, providing assistance to the Committee on committee matters, and ensures timely preparation and appropriate distribution of information resulting from committee members
3. Participates in editing of the training courses and coordinates external resources as required
4. Distribution of all audit documents and the retention and control of the same
5. Participates in the creation of Quality Management System and is responsible to ensure the daily activities conform with same
6. Administrates all response activations, including payment for services, maintaining incident statistics and preservation of appropriate records
7. Review of incidents, updating database and preparation of presentation to committee and other members of the LPGERC
8. Leads development and implementation of projects as assigned from conception to completion, coordinating internal and external resources as necessary to meet project deadlines and achieve the Corporation’s objectives.

4.1.5 Accounting

Accounting services are provided by the Canadian Propane Association, at a cost equal to time spent.

5. INSURANCE - CORPORATION

5.1 Corporation Liability Protection

The Corporation maintains \$10,000,000 of comprehensive general liability insurance for the protection of the Corporation, its officers, directors, employees and agents (including RMAs, Response Teams, Response Managers, Board of Directors and Operating Committee members). Should the Corporation receive notice from the insurers that the liability insurance has been or may be canceled, or has been or may be materially altered, the Corporation will, in a timely manner notify each Plan Participant and will make every effort to obtain alternate insurance coverage.

Particulars of the above-mentioned insurance may be obtained upon written request to the Corporation. The information will be provided in the form of a Certificate of Insurance after such has been obtained from the insurers, or by a copy of the policy.

5.2 RMAs - Personal Accidental Death and Dismemberment, Short and Long Term Disability Insurance

The Corporation currently has and maintains personal accidental death and dismemberment and short and long term disability insurance protection for each RMA. Particulars of the above-mentioned insurance may be obtained upon written request to the Corporation. The information will be provided in the form of a Certificate of Insurance after such has been obtained from the insurers, or by a copy of the policy.

Should the Corporation receive notice from the insurers that the insurance coverage for RMAs has been or may be canceled, or has been or may be materially altered, the Corporation will in a timely manner notify each RMA and will make every effort to obtain alternate insurance coverage.

6. PAYMENT OF PLAN COSTS AND EXPENSES

6.1 Plan Operation Costs

Each Plan Participant shall pay its share of the costs to establish and operate the Plan by way of an annual fee (the "Plan Fee"). The amount of the Plan Fee is determined by the LPGERC Board, and is payable to the Corporation through the CPA. The fee structure may be revised by the Board of Directors from time to time.

6.2 Plan Activation Costs

In addition to the Plan Fee, the costs of providing the Services of the Plan shall be paid by the Plan Participant as outlined in the Participation Agreement (Appendix K, clause 4.).

Fees for response to Non Plan Participants are determined by the Corporation. (Part III, clause 4.2, item 4).

6.3 Payment for Delivery of Training and Verification Services

Persons may be contracted by the Corporation to assist with the delivery or evaluation of training courses and/or with verification functions. Persons so contracted will be paid a daily rate which has been approved by the Vice President & GM.

7. PROCUREMENT – GENERAL

7.1 Policy and Procedures

7.1.1 General

The Corporation's general purchasing requirements (for the Corporation's purchases) are handled through the use of normal good business practices.

7.1.2 Response Services

Response services such as those of RMAs and Response Teams/Equipment are procured through agreements with individual companies who, in many cases, are representatives of Plan Participants which may be recipients of the Services of the Plan (Part II, clause 3.).

7.1.3 Emergency - Third Party Services

The nature of the Corporation's business necessitates that, during Plan activation, subcontractors may be hired and products and services may be purchased. Such arrangements may be made by LPGERC responders on behalf of, and in the name of, the IC/Plan Participant.

7.1.3.1 Contact List – Specialized Services

To further assist them in regard to an LPG Emergency, the Corporation will from time to time identify and provide to RMAs and Response Teams a list of specialized resources. (Appendix L).

7.1.3.2 Other Available Resources

In addition to resources contained in the contact list (Appendix L), RMAs and Response Teams are authorized to obtain, hire, purchase, lease or rent, on behalf of and in the name of the Plan Participant or IC, or any other resources which may be required for assistance in providing the services of the Plan.

Part III, clause 3.4 provides instructions to RMAs and Response Teams for the procurement of third-party equipment.

7.1.3.3 Corporation Does Not Represent Or Warranty Third-Party Resources

“The Corporation does not represent or warrant the contents of any contact list which it has prepared, nor whether any listed equipment or service is available. Further, the Corporation makes no representation or warranty as to the fitness, condition, repair or suitability of any equipment or services listed in a contact list or obtained elsewhere by an RMA or Response Team.”

8. ACTIVATION POLICY

8.1 Activation By or On Behalf of Plan Participant

The Plan is activated by, or on behalf of, a Plan Participant by a Response Manager in accordance with the procedures described in Part III, clause 4. The Plan will be activated once the Response Manager has received the request to activate the Plan.

8.2 Dispute Regarding Activation

If there is a dispute between a Plan Participant and the Corporation as to whether the Plan was activated, a signed statement by the Response Manager who activated the Plan to the effect that it was properly activated will be binding on the Plan Participant and the Corporation.

8.3 Activation on Behalf of Non Plan Participant

The Plan may be activated on behalf of a Non Plan Participant only in accordance with the procedures described in Part III, clause 4.2, item 4 and then only under the direction of the Vice President & GM of the LPG Emergency Response Corp. (LPGERC) or the Home Base Coordinator (HBC).

9. DOCUMENTS AND INFORMATION

9.1 Policy and Procedure

LPG Emergency Response Corp. keeps, in accordance with generally accepted accounting practices, books, records and accounts ("information") pertaining to performance of services, necessary for an accurate verification.

Remedial Measures Advisors and Response Teams are required to provide to the Corporation information pertaining to their performance of services.

The Emergency Notification Form and Incident Log are used to document services provided. Other information includes but is not limited to, an invoice for their services, complete with all appropriate supporting documents.

9.1.1 Property of the Corporation

All information, reports or other documents prepared by an RMA, Response Team, Response Manager or Home Base Coordinator relative to the Plan and/or response are the property of, and confidential to, the Corporation.

9.1.2 Invoicing and Verification of Invoices

All reports and invoices shall properly reflect the facts of activities and transactions handled for the Plan Participant's account, and may be relied upon as being complete and accurate. The LPG Emergency Response Corp. shall notify the Plan Participant in writing promptly upon discovery of any error.

If a review by the Plan Participant or the Corporation indicates errors in any LPG Emergency Response Corp. invoice(s), the Corporation shall make appropriate invoice adjustments and promptly refund overpayments to the Plan Participant. Any omissions will be invoiced by the Corporation.

9.1.3 Regulatory Reporting

Regulatory requirements concerning the reporting of a product discharge, or any other types of reports required by any governmental regulation, are not the responsibility of the LPGERC.

9.1.4 Emergency Notification Form and Incident Log

- An Emergency Notification Form and Incident Log shall be completed by the Response Manager, RMA and/or Response Team Leader as well as the Home Base Coordinator for each Plan activation (Appendix C).
- Completed Emergency Notification Forms and Incident Logs are:
 1. used in the incident review process;
 2. made available to a Plan Participant as noted in 9.1.1 above, and
 3. retained in LPGERC's corporate office as part of each "Incident File".

10. AMENDMENTS

The Corporation may at its sole discretion amend any terms and conditions of the Plan subject to any Agreements between the Corporation, Remedial Measures Advisors, Response Teams, Response Centre, Plan Participants or any other person.

11. COMMUNICATION AWARENESS

11.1 Mandate on Communications

Services communicated to:

- Plan Participants;
- first responders (police and fire departments);
- the media;
- insurance companies;
- carriers (rail and road), and
- the general public

12. INTERNAL REVIEW

12.1 Policy

To ensure that the organization can continue to effectively provide its services of preparedness and response capability, it is necessary to verify the effectiveness through the Quality Management System.

12.2 Process

Reviews will be conducted to ensure that the organization continues to effectively provide services as defined within the Plan.

Review processes include:

1. Review of the Plan (Part I, clause 14.2) – proposed amendments resulting from the review are developed by the Operating Committee and approved by the Board of Directors.
2. Management reports and statistical data are directed to the Board of Directors and Operating Committee (e.g. Incident Statistics and Learnings from Incident Handling).
3. Learnings from the response activities are used by the Board of Directors, Operating Committee and staff to identify improvements to the Plan structure (Part II, clause 6).
4. Agendas, discussions, decisions, and actions taken at meetings of the Board of Directors and Operating Committee – documented through the minutes of those meetings.
5. Post incident reviews.

Information on any preventive or corrective action is kept on file by the Corporation.

13. AGREEMENT MANAGEMENT

13.1 Policy

1. All Plan Participants shall have an approved Participation Agreement prior to services being provided (Appendix K).
2. An agreement shall be in place with every RMA (Appendix K).
3. All Response Teams shall sign a Response Team Access Agreement. (Appendix K).

By executing these Agreements, Plan Participants, Remedial Measures Advisors and Response Teams agree to be bound by the terms of the Plan (as it may be amended from time to time) and by the Agreement itself.

13.2 Process

1. Corporation staff monitors and ensures that all needed agreements are in place.
2. Amendment to any agreements, if and when needed, are prepared by the staff, reviewed by legal counsel where necessary, and processed through the Operating Committee and Board of Directors. In many cases an Agreement would not be amended, but a new Agreement would be generated.
3. Agreements are kept on file by the Corporation throughout their term and for a further period of one year beyond their term.
4. Agreements formats are reviewed as part of the Plan revisions (Part I, clause 14.2).
5. As part of managing Participation Agreements, appropriate records are maintained in a database by the Corporation. The database contains, for example, insurance expiry dates from Plan Participants' Certificates of Insurance. This information is used to request updated Certificates of Insurance when needed.
6. The qualifications for RMAs, and criteria used for evaluating and selecting RMA candidates, are outlined in Part II, clause 3.5.

14. PLAN DISTRIBUTION MANAGEMENT

14.1 Plan Distribution

The Corporation will maintain a list of controlled copies of the Plan.

The Plan is uncontrolled if printed – The only true copy is maintained on the LPGERC electronic files. One copy of the controlled version will be issued to each Plan Participant, RMA, and Response Team. Plan distribution records containing recipients' names and addresses, revision numbers, and dates of distribution are maintained by the Corporation.

Copies of the Plan issued in this manner are intended for the use of the Plan Participants and may be reproduced internally for their own use.

14.2 Plan Revisions

It is the responsibility of the Corporation's management to:

1. Review the Plan annually with a detailed review every three years, and
2. Ensure that finalized amendments are issued as a revision(s) to the Plan.

14.3 Controlled Copy Owners Responsibility

It is the responsibility of all persons holding controlled copies to:

1. Ensure that their copy of the Plan is current;
2. Confirm the receipt of each revision, and
3. Communicate changes to all appropriate personnel within their organization.

EFFECTIVE THIS ___ DAY OF _____, 20__

LPG EMERGENCY RESPONSE CORP.

Approved By _____

Title _____