

Appendix 13.9-L Mutual Assistance Agreements

TENAS MINE

Mutual Aid Agreement

Note: The attached document may be used to assist us to formulate a mutual aid agreement with other operating mines or other agencies. Each party involved in the agreement must perform “due diligence” to ensure that they are satisfied with the terms and conditions as set out in agreement.

The intent of the agreement is to develop assistance between neighbouring operations for assistance during the time of a major emergency.



Tenas Mine Mutual Aid Emergency Contact List:

Operation	Contact	Work Phone (ext.)	Cell Phone	Pager # or Other #
Tenas	Mine Manager Mine Superintendent Health, Safety and Human Resources Superintendent			
Brucejack				
Red Chris				
Village of Telkwa				
Village of Smithers				
Village of Houston				
Regional District of Buckley Nechako				

Mutual Assistance & Emergency Response Protocols for the Tenas Mine

This document should be included in the Tenas Mine Emergency Response Plan, Mine Rescue Manual, posted in Mine Rescue Building, and available in Emergency Command Center.

During a mine or site emergency, it may be necessary to seek mutual aid assistance from neighbouring mines, or organizations in the region. Should this situation arise, it is imperative that the operating mines or organization identified in the **Emergency Contact List** be alerted as quickly as possible. Once alerted, a mutual assistance neighbour should take the necessary action to prepare to respond to the emergency, if requested. The nature of the emergency will determine how many mutual aid assistance neighbours should be contacted.

Emergency Response Agreements in the Mining Industry

The Canadian mining industry has traditionally been a very close knit community, dealing with issues of common interest in a collaborative and unified manner. This cooperative approach has developed due to the uniqueness of the industry, the location of mines and the expertise necessary to respond to mining related issues.

One of the common interest areas is emergency preparedness and response planning at mine sites. The majority of operating mines have developed and tested, comprehensive emergency plans for accident prevention, emergency preparedness, disaster response and business resumption activities. In most plans there is an element of mutual aid assistance that links operating mines and/or organizations with Federal, Provincial / Territorial and Municipal agencies and in some cases with mine sites within the Territory/Province.

Mining companies are generally very capable of dealing with emergencies on their own, however there are occasions when the nature, or duration of the emergency requires the assistance of a third party. Historically, other mines have always been quick to respond to a call of emergency assistance. These calls for help have been loosely structured around the terms of “mutual aid agreements”.

In most cases, mutual aid agreements have been “Good Samaritan” or “Good Neighbor” in nature. The agreements have been informal, with minimal consideration given to the liabilities associated with providing voluntary assistance during an emergency. Agreements of this nature were not considered unusual since most mine operators understood that emergency assistance would be forthcoming from another mine, if requested.

To date, there is no evidence of liability incurred by a company offering assistance to another mine site. There is however potential for liability in the areas of workers compensation for injured workers, errors committed by emergency response workers, loss of production, and recovery of payment for goods and services provided during an emergency response. These liabilities have the potential for serious consequences and should not be ignored or minimized.

Workers Compensation

With respect to workers compensation, mining is a “covered” industry, therefore all emergency response personnel should be covered under the provisions of the Workers Compensation Act of British Columbia, which includes reciprocal agreements with other jurisdictions. If an emergency response person is injured whether minor or serious, during an emergency, the cost for compensation is borne by the company employing that person. Therefore, an assisting mine could bear significant compensation costs should one of their employees be injured or killed while assisting at another mine site.



If, during an emergency response at another mine site, an employee causes, through their deliberate or negligent action, injury to another person or damage to another person's property, there is potential of liability.

Loss of Production

During an emergency response at another mine site, production may be affected due to the absence of key personnel, or the assisting mine may be placed at significant risk by reducing their ability to respond to an emergency at their own mine site.

Recovery of Payment for Goods and Service

The costs of goods and services utilized to respond to an emergency at another mine site is typically borne by the responding mine site until such time that recovery of cost can be made. If the nature of the emergency forces a mine closure or if insolvency prevents payment, the responding mine will assume those costs.

Conclusion

In all likelihood there are a number of other issues which could be identified to indicate the potential for liability associated with assisting another mine site during an emergency situation.

The key point to recognize is that the potential for liability exists when one company assists another and the need to mitigate the potential for liability by taking appropriate action.

[LETTERHEAD OF COMPANY PROVIDING EMERGENCY SERVICES (“A”)]

[Addressed to Company to which
Services are provided (“B”)]

Re: Emergency Response Services

As requested, [A] is prepared to provide Emergency Response Services solely on the basis set forth below:

1. [B] will provide written communication to [A] of any agreements with any other participating Emergency Response Services provider from time to time upon entering into such agreements;
2. All direct and indirect costs incurred by [A] as a result of providing Emergency Response Services will be reimbursed by [B] upon request;
3. Except as set forth in paragraph 2, [A] will not receive any compensation for providing Emergency Response Services;
4. [B] shall provide, maintain and pay for the insurance as set forth in schedule A;
5. Any increased assessments to [A] by the applicable Workers Compensation Board, which results from performing Emergency Response Services, will be paid by [B] upon request;
6. This arrangement to provide Emergency Response Services shall remain in place until such time as either [A] or [B] provides written notice of termination, in which case this arrangement will terminate effective the date specified in the notice;
7. [B] releases and forever discharges [A], and each of its directors, officers, employees, agents, contractors and representatives, from and against any and all claims, demands, damages, actions and/or causes of actions that [B], and any of its employees, agents and representatives, may have in law or in equity against [A], and any of its directors, officers, employees, agents, contractors and representatives, in connection with the performance and/or non-performance of the Emergency Response Services, whether such claims, demands, damages, actions and/or causes of action arise by virtue of the negligence of any person or otherwise, including, without liability, by reason of any loss (including injury resulting in death) of any person and any damages to, loss of or theft of property of any person arising out of any act or omission by [A] or any of its directors, officers, employees, agents, contractors and representatives.

8. [B] indemnifies and holds harmless [A] and its directors, officers, employees, agents, contractors and representatives, from and against all liabilities, losses, claims, demands, damages and expense, including legal expenses, in connection with the performance and/or non-performance of the Emergency Response Services, including, without limitation, arising out of injury to any person (including injury resulting in death) and damage to, loss of or theft of any property of any person, whether arising out of:

(a) any act or omission by [A], or any of its directors, officers, employees, agents, contractors and representatives, in the performance of the Emergency Response Services, whether such damage, loss, theft or injury arises by virtue of the negligence of any persons or otherwise;

(b) any action or neglect by [A] or anyone who is responsible for at law in connection with performing the Emergency Response Services.

9. Any notice or request should be as follows:

(a) to [A] at:

[Note: set out name of individual(s), address, telephone and fax number]

(b) to [B] at:

[Note: set out name of individual(s), address, telephone and fax number]

10. This arrangement may not be assigned to [A] or [B] without the prior written consent of the other.

You will note that [A] is not being compensated for performing the Emergency Response Services, other than for its costs as set forth above, and enters into this "Good Will" Agreement in support of developing an effective Mutual Aid Network. However [B] acknowledges that, if [A] does not provide the Emergency Response Services as requested, or at all [A] will not be held responsible under this arrangement.

Please confirm your agreement with the terms set forth above by returning a duly signed copy of this letter along with the requested certificates and documentation.

The receipt of the requested documentation will allow us to confirm our participation as requested, and to formalize procedures for commencement of the Emergency Response.

Yours truly,

[A]

[B] confirms its agreement to have the Emergency Response Services performed on the basis set forth above effective [insert date].

[B]

Per: _____

Per: _____

Schedule A

INSURANCE

- 1.1 **Insurance.** [B] shall provide, maintain and pay for the following insurance coverage for protection of [B] and [A], and their parents, affiliates and subsidiaries:
- (a) General liability insurance with limits of less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property including loss of use thereof, and without restricting the generality of the foregoing, such coverage shall include Contractual Liability, Tortuous Liability, Contractor's Protective Liability and Products and Completed Operations Liability. Such insurance shall be in the name of [B] and shall extend to and cover all acts of [B], [A] and their officers and employees.
 - (b) Automotive Liability insurance which in respect of licensed vehicles shall have limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property, in the following forms:
 - (i) Standard non-owned automobile policy including standard contractual liability endorsement;
 - (ii) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of [B];
 - (c) Employer's liability insurance which shall cover each employee of [B] to the extent of Five Hundred Thousand (\$500,000) where such employee is not covered by worker's compensation legislation.
- 1.2 **[B's] Equipment Insurance.** [B] shall be liable at all times for damages to or destruction of its and [A]'s equipment and machinery regardless of how the damage or destruction occurs. [B] shall maintain, provide and pay for all risks equipment insurance covering its machinery and equipment.
- 1.3 **Duration.** All insurance required by this Article shall be and remain in full force and effect during the arrangement for the provision of Emergency Response Services.
- 1.4 **Additional Terms.** The following terms shall apply in connection with the insurance under this Article:
- (a) If any amounts becoming payable under any insurance policy contemplated by this Article, [B] hereby assigns to [A] all payments made under such policy which are in respect of or relate to [A]'s interest to be protected under this Agreement.

- (b) The amount of insurance contained in this Article shall not be construed to be a limitation on the liability on the part of [B];
- (c) All policies affected by [B] shall contain a provision requiring the insurance carriers to waive their rights of subrogation against [A] and all other indemnities named in the contract;
- (d) All insurance, where permissible, shall include [A] as an "Additional Insured";
- (e) [B] shall provide [A] with proof of insurance prior to commencement of the Emergency Response Services and shall promptly provide [A] with a certified true copy of or a certificate regarding each insurance policy;
- (f) Each insurance policy required by this Article shall be endorsed to provide [A] with not less than thirty (30) days prior written notice of any alteration in terms of such policy or of the cancellation thereof;
- (g) The insurance coverage shall be in a form acceptable to [A].

1.5 **Workers' Compensation.** [B] must be duly registered and in good standing under the applicable worker's compensation legislation in each province or territory in which the work and/or services are performed for the duration of the performance of the Emergency Response Services. Unless otherwise agreed to in writing by [A], each director and partner, as the case may be, of [B] must be registered as a worker with personal coverage under the applicable worker's compensation legislation in each province or territory in which the work and/or services are performed for such duration. Any director or partner of [B], who is not performing work and/or services on any premises of [B], shall not be required to be registered as provided for in this Section. [B] shall provide [A] with proof of compliance with the foregoing requirements at such times and from time to time as may be requested by [A].

1.5 **Failure to Provide.** If [B] fails to provide or maintain insurance as required pursuant to this Article, [A] shall have the right to provide and maintain such insurance and give evidence thereof to [B]. The cost thereof shall be payable by [B] to [A] on request.



May 13, 2014

TO: BC MINING INDUSTRY

Mutual Aid Agreement Guideline

BACKGROUND

Mutual Aid is a predetermined relationship between parties (another mining operation, fire department or other rescue or technical resource), to mobilize emergency resources for additional emergency assistance. A Mutual Aid Agreement captures the preplanning information necessary to promote an effective and safe mutual aid response to support in the saving of lives.

Mine management is required to develop plans for emergency response as per Part 3.7.1 of the Health Safety and Reclamation Code¹. These plans include the steps taken upon the discovery of an emergency incident. Upon initial assessment of an emergency by a qualified person, successful actions to mitigate the emergency may reside within the scope of qualified persons and available equipment on-site. For example, where it is determined the status of an event involves short-term rescue work, back-up assistance may not be necessary. However, where a rescue is a high risk, such as, when entering an underground mine using breathing apparatus, or when there is an extended need for assistance, a back-up team remains at a fresh air base with additional teams available to maintain a continuous response. (Mine rescue teams train for a minimum of three teams for a continuous response with the addition of more teams if a response extends beyond 6-8 hours.) Please refer to the BC Mine Rescue Manual for additional information regarding the rotation of mine rescue teams during an emergency event.

Some mines, however, may not be required by the Code nor have the in-house capacity to provide additional teams. Mutual Aid Agreements with other mining operations may meet this need by providing access to pre-planned mobilization of additional mine rescue teams and equipment.

PURPOSE OF GUIDELINE

This guideline has been created with industry collaboration. It provides an outline of recommended elements of a mutual aid agreement necessary to promote an effective response, and coordination of emergency personnel and equipment in the event of a mining emergency. As each individual circumstance may vary, this guideline may not reference all the information that could be addressed in the Mutual Aid Agreement. It remains the responsibilities of each party to ensure they are satisfied with the agreement and that they seek their own independent legal advice as appropriate.

¹ Health Safety and Reclamation Code for Mines in British Columbia, 2008

For the purpose of mutual aid, a mine requesting mutual aid assistance shall be named the “requesting mine”. The mine providing assistance shall be called the “responding mine”. Responding mines will need information in advance to ensure they are appropriately equipped and educated on the risks which may be associated with providing rescue assistance at the requesting mine site. Information gathering and reciprocal mine visits will ensure both mines are well prepared in advance of requiring mutual aid.

By signing a mutual aid agreement, the mines represented acknowledge they understand the scope of a mutual aid response and agree to make every effort to assist when requested.

MUTUAL AID AGREEMENT CONSIDERATIONS

To assist those mines entering into a mutual aid agreement supporting underground mine rescue capability, TABLE 1 outlines information to be considered within a written agreement. Please also consider the following.

Forming of Agreement

- Contents of the mutual aid agreement should be agreeable to all signatories prior to signing;
- Those involved with the authoring and arrangement of mutual aid should be familiar with emergency response planning, the functions of mine rescue teams and Incident Command;
- The format of the written document is up to the authors but should be easy to read, follow and update;
- Mutual site visits are recommended for the purpose of preplanning and training for site specific conditions and hazards;
- The written agreement becomes a part of the Mine Emergency Response Plan as per Part 3.7.1 of the Code;
- An accessible, signed copy should be kept on file and training provided to those designated to activate mutual aid; and
- Mutual aid agreements may be limited in scope as not every eventuality may be anticipated.

Operations

- Upon arrival, responding mutual aid teams may be combined with site mine rescue personnel familiar with the operation; and
- Mine management of the requesting mine remains in command of the emergency event until such time command is delegated.

Agreement Review

- Mutual Aid agreements should be reviewed annually and resigned by all signing parties, and whenever there is a significant change to emergency response planning or operations that could affect effective mutual aid assistance; and
- Notification of a change to a mutual aid agreement should be made to the Chief Inspector.

Liabilities

- Costs associated with a response (such as travel, site support and equipment losses are the responsibility of the signatories to consider within the agreement); and
- Emergency work includes a potential for injuries of mine rescue team members; parties should seek advice from their independent legal counsel or WorksafeBC on matters pertaining to WorksafeBC responsibilities.

Agreement Cancellation

- Recommend that the agreement provide for the responding mine to decline the request for assistance, for whatever reason, if they believe they are unable to release a team(s) and corresponding equipment or to undertake an assigned task;
- Parties should consider a notice period of termination; sufficient notice should be considered; and
- Notification of a change to a mutual aid agreement should be made to the Chief Inspector/Regional Inspector.

Mutual Aid Procedure

- In addition to a signed, written mutual aid agreement, both mines should have a written procedure appropriate for their site and share the information accordingly. The procedure should address, but is not limited to, sections 2 and 4 through 9, of Table 1.

NOTES:

As Mutual Aid Agreements form a part of the Mine Emergency Response Plan, they shall also be filed with the Chief Inspector as per section 3.7.1 of the HSR Code.

The content of this document may not be all inclusive with respect to the components of a Mutual Aid Agreement. Parties should seek independent legal advice.

Thank you to representatives from Nyrstar Myra Falls, New Afton New Gold, Quinsam Coal Corp. and the Ministry of Energy and Mines, for contributions to this document.

TABLE 1 – SAMPLE COMPONENTS OF A MUTUAL AID AGREEMENT

Consider the following and include more detail where appropriate:

Pre-planning

1. General Information 1.1. Type and mine design	· <i>company and mine site name</i> · <i>commodity mined</i> · <i>mine management contact information</i>
1.2. Workforce	· <i># employees in total work at site and shift schedules</i> · <i># employees per shift underground</i>
1.3. Location and general site features	· <i>Lat. and long. coordinates</i> · <i>elevation at mine site</i> · <i>surface access routes to the minesite</i> · <i>watercourses</i>
1.4. Underground or pit features	· <i>adit or shaft access</i> · <i>average temperature underground</i> · <i>ground quality</i> · <i>deposit characteristics; e.g. sulphide concentration, off-gasses</i> · <i>unusual water inundation</i> · <i>unusual air quality inundation</i>
1.5. Mining practises	· <i>mining methods: e.g. Cut and Fill, Longhole, Shrinkage, Room and Pillar</i> · <i>track or trackless</i> · <i>fill used underground: e.g. hydraulic or waste</i> · <i>air and water service: e.g. size of pipe and typical psi of each</i> · <i>surface water impoundments</i>
1.6. Maps	· <i>legend to assist in map interpretation</i> · <i>primary and secondary entrance and escape ways</i> · <i>intake and exhaust locations</i> · <i>location of all surface openings and elevations</i> · <i>type of primary fans and associated CFM</i> · <i>location of secondary fans underground</i> · <i>quantity and direction of ventilation flows of fresh air and exhaust routes on each level and location of primary fresh and return air raises or airways</i> · <i>all emergency man ways including distances</i> · <i>muster points</i> · <i>bulkheads and permanent stoppings</i> · <i>all refuge station locations</i> · <i>fuel transfer stations</i> · <i>powder and cap magazines</i> · <i>shops – fuel stations underground</i> · <i>underground water impoundments</i>

	· <i>all telephone locations</i> · <i>fire stations, hydrants and equipment</i> · <i>locations of automatic installed fire suppression systems</i> · <i>sectional maps of the mine showing all the different underground levels</i> · <i>all surface buildings and water impoundments</i> · <i>first aid Station and ambulance and fire hall location</i> · <i>mine rescue building</i> · <i>all entrances to the site</i> · <i>camp facilities including kitchen location</i> · <i>date of last update</i>
2. Proximity Information 2.1. Towns, hospitals	· <i>mine site location – complete with coordinates</i> · <i>road access characteristics and responsibility</i> · <i>nearest medical facility: distance, time by road, water and air</i>
2.2. Access; boat, helicopter pads, airports	· <i>availability of helicopter, air or boat access to site (complete with coordinates)</i> · <i>specific carrier information if available, including contact information</i>
3. Emergency Response Capability 3.1. Emergency response personnel & training	· <i>mine emergency coordinator contact information</i> · <i># trained mine rescue teams and personnel: total and onsite at all times</i> · <i>any trained surface emergency response team(s) on-site</i> · <i>confirm Incident Command System utilized onsite</i> · <i>gas testing instrument type and calibration capability</i>
3.2. First aid coverage	· <i>level of first aid on site</i>
3.3. Refuge stations	· <i>list each including capacity, associated supplies and services</i>
3.4. Breathing apparatus	· <i># certified breathing apparatus technician(s)</i> · <i># and type used</i> · <i># extra bottles</i> · <i>booster pump capable of filling O2 Cylinders to 3000 psi</i> · <i>other supportive equipment: e.g. dryer, filter pads, soda-lime, extra parts, ice</i> · <i>cleaning and sanitizing area available to service</i>
3.5. Firefighting	· <i>water supply and volume, underground and surface</i> · <i>fire-fighting water delivery to underground, surface</i> · <i># and type of fire trucks</i> · <i>type and size of water hose available: rated firefighting, other</i> · <i>type of water nozzles</i> · <i>foam generator or foam inductor on site</i> · <i>type of firefighting foam used and amount onsite</i> · <i># sets of turn out gear</i> · <i>type of portable fire extinguishers: refilling capabilities on site</i> · <i>list of automatic installed fire suppression systems</i>

3.6. Other rescue equipment	· <i>list all supplies as appropriate</i>
3.7. Communications	· <i>site and underground</i> · <i>telephone system and other means of communication</i> · <i>site cellular or satellite service</i> · <i>communication underground: e.g. telephone, leaky feeder</i> · <i>description of emergency signage and symbols including escape routes</i>
3.8. Onsite transportation	· <i>site ambulance</i> · <i># and type of vehicles for transporting patients or teams underground</i>
4. Procedure for Mutual Aid Mobilization	· <i>how and by whom a responding team will be requested to attend an emergency event</i> · <i>specific, but not limited to, sections 2, 4-9 in Table 1</i> · <i>transport of responding mine's team and equipment including timelines and alternate travel arrangements</i>
Once onsite:	
5. Incident Command Structure	· <i>persons in charge, in command</i> · <i>typically, mine management of requesting mine remains in command until such time command is delegated</i>
6. Designated Contact Person	· <i>such as the check-in coordinator as per ICS</i>
7. Accommodation	· <i>during operational hours and rest phases, includes food and other support</i>
Post-Incident	
8. Debriefing	· <i>including any involvement in investigations</i> · <i>Critical Incident Stress debriefing when and where necessary</i>
9. Return Travel Arrangements	· <i>to return responding teams and equipment</i>
10. Recovery Costs	· <i>may include, but are not limited to: travel, equipment damage or consumption</i> · <i>costs associated with a response are the responsibility of the signatories within the agreement</i>