Northeast Gas Association and Southern Gas Association

Mutual Assistance Agreement
Approved June 1, 2015

As directed by the Board of Directors of the Northeast Gas Association (“NGA”) and Southern Gas Association (“SGA”), NGA’s Operations Managing Committee and SGA’s Distribution Operations and Engineering Section Managing Committee have developed and approved the following Mutual Assistance Agreement (“Agreement”) for Members to request and provide emergency assistance in the form of personnel, supplies and/or equipment, to aid in restoring gas service when it has been disrupted and cannot be restored in a safe and timely manner by the affected company or companies alone. Committee Members recognize the significant differences between work performed under normal circumstances and emergency restoration, as well as the fact that each Member may, at any given point, both require as well render emergency assistance. Therefore, the Members have reached an understanding and agreement to adhere to the terms and conditions contained herein.

NGA’s Operations Managing Committee and SGA’s Distribution Operations and Engineering Section Managing Committee shall have joint responsibility for the maintenance and revision of this Agreement and all associated mutual assistance documents including the Northeast Gas Association and Southern Gas Association Mutual Assistance Procedures and Guidelines (Exhibit A “MA Procedures and Guidelines”).

1. **Members (“Members”) understand and agree:**

   1.1 This document, as well as any future approved modifications, amendments or revisions, shall be known as the Northeast Gas Association and Southern Gas Association Mutual Assistance Agreement (“NGA and SGA Mutual Assistance Agreement” or “Agreement”).

   1.2 Members will make a good faith effort to provide assistance to aid in restoring gas service when aid is needed by another Member company. Nothing in this Agreement commits, binds or otherwise obligates a Member to respond to any particular request for assistance; Members will, however, follow the terms and conditions set forth herein if they are able and choose to respond to a Requesting Company’s need for assistance.

   1.3 Members will work together to minimize risk to all parties. Responding Company will provide assistance (which may include personnel, equipment, and/or materials) on a not-for-profit basis, and Requesting Company will reimburse

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1 In this Agreement the terms “Responding Company” and “Requesting Company” refer to both the company and its employees or contractors.
Responding Company for all direct and indirect costs and expenses incurred in providing the assistance.

1.4 To adhere to and operate in accordance with the procedures contained in this Agreement.

1.5 Should there be a conflict in procedures and guidelines contained in this Agreement and any other regional or national mutual assistance agreements, guidelines, principles, or procedures, Members shall adhere to the provisions of this Agreement when assisting or requesting assistance from fellow Members.

1.6 Members reserve the right to respond or not respond to a request for assistance on a case-by-case basis in their sole and absolute discretion.

1.7 At all times, employees of a Responding Company continue to be employees of that Responding Company and are not ever deemed to be employees of a Requesting Company.

1.8 Wages, hours and other terms and conditions of employment of Responding Company shall apply to its employees at all times.

1.9 Other than as noted below, a Member company may withdraw from participation under this Agreement at any time by providing written notice to the President of NGA or SGA. Such notice shall not affect any obligations which may arise out of the events occurring prior to the date of such notice. No Requesting Company may withdraw from participation under this Agreement while it is receiving assistance pursuant to the terms of this Agreement.

2. Personnel Safety

2.1 Whether providing or receiving assistance, the safety of all personnel and the general public will be the preeminent objective and responsibility of all participant Members. The Responding Company and the Requesting Company will make all reasonable efforts under the circumstances to provide for adequate safety measures, including necessary involvement of police or governmental agencies, to ensure and otherwise protect the safety of all personnel and the general public.

2.2 In the event the Responding Company or its employees are party to any incident involving damage to persons or property, Responding Company will report and document the specifics of such incident to Requesting Company as soon as practicable after any such incident.

2.3 Responding Company will follow its own safety rules, except as may otherwise be agreed to in this Section 2.3. Where the Responding Company and Requesting Company’s safety procedures differ, prior to mobilization the companies shall agree which procedures the Responding Company will follow. If
any of the Requesting Company’s procedures are used, the Requesting Company will provide the necessary training and orientation for the Responding Company’s employees. Any questions or concerns arising from any safety rules and/or procedures should be promptly resolved by the appropriate level of management of each of the Requesting Company and Responding Company.

3. Definition of Emergency Assistance Period

3.1 Members agree that the “Emergency Assistance Period” shall commence when personnel and/or equipment expenses are initially incurred by the Responding Company in response to the Requesting Company’s authorization to proceed. This includes any request for the Responding Company to prepare its employees and/or equipment for travel to the Requesting Company’s location and to await further instructions before departing. Except as noted in Section 3.3 below, the Emergency Assistance Period shall terminate when such employees and/or equipment have returned to their point of origin, and shall include any mandated DOT reset time and reasonable time required to prepare the equipment for return to normal service activities (e.g. cleaning trucks, restocking minor materials, etc.).

3.2 The length of stay/response by Responding Company personnel will be mutually agreed to by both companies. This period should not exceed fourteen (14) consecutive days, including travel time to the work area and return to the point of origin. When mutual assistance assignments go beyond this timeframe, Members agree that Responding Company personnel will usually be changed out (rotated) rather than take extended reset periods (days off). The Responding Company and Requesting Company may mutually agree to exceptions to this Section 3.2.

3.3 It is understood and agreed that Responding Company can, in its sole independent judgment, during any time after it has mobilized to provide emergency assistance hereunder recall any or all of its employee and/or contract workforce. In these instances:

a. It is understood and agreed that the decision to terminate assistance and recall employees lies solely with the Responding Company.

b. If a recall of Responding Company’s workforce becomes necessary, the Requesting Company will be responsible for all expenses incurred by Responding Company up to the time of recall, as well as return travel costs to the workforce’s point of origin and any needed retrofit of equipment as described above.

c. If Responding Company’s workforce is recalled to a location other than their point of origin, the Requesting Company will be responsible for travel costs not to exceed that which would have been incurred had the workforce returned to their original point of origin.

4. Requesting Company Responsibilities
4.1 The Requesting Company is expected to inform the Responding Company prior to deployment if their requirements for maintaining and furnishing receipts differs from the procedures stated in this Agreement or the MA Procedures and Guidelines document.

4.2 The Requesting Company will notify each Responding Company twenty four (24) hours in advance of the anticipated release of/termination of emergency assistance by their utility and contract crews.

4.3 Members understand and agree that the provision of emergency mutual assistance is a not-for-profit endeavor for Responding Companies. Therefore, the Requesting Company will reimburse all reasonable and actual costs and expenses incurred by the Responding Company in the provision of the emergency assistance for the entire Emergency Assistance Period as defined in Section 3. Responding Company shall furnish substantiating documentation (including receipts) of costs and expenses to Requesting Company. Such costs and expenses shall include, but not be limited to, the following:

a. Employees’ wages and salaries including applicable overheads (employee benefits such as vacation, sick time, social security, retirement benefits, workman’s compensation and other contingencies and benefits imposed by applicable laws or regulations).

b. Employee travel and living expenses (meals, lodging and reasonable incidentals – beer, wine or other alcoholic beverages are not considered reasonable incidentals and will not be covered).

c. Replacement cost of materials and supplies expended or furnished.

d. Repair or replacement cost of equipment damaged or lost.

e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.

f. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.

4.4 If Responding Company resources are released after mobilization but before being utilized, the Requesting Company will reimburse Responding Company for all incurred preparation and travel expenses (from and to the point of origin), including any mandated DOT reset time and reasonable time required to prepare the equipment for return to normal activities after returning to their point of origin.

4.5 During emergencies impacting more than one Member, Responding Company resources may be re-assigned either: en route to the Requesting Company; at an
initial staging area before reaching the Requesting Company; or at the Responding Company’s final staging area. Additionally, resources may be assigned to assist a second Requesting Company after completing work for the initial Requesting Company. In any of these instances, unless otherwise mutually agreed or stated in this Agreement, the Requesting Company receiving the re-assigned Responding Company resources will be responsible for all Responding Company costs from the time of re-assignment.

4.6 “Host Companies” are those companies who may provide staging areas or other resources to a Responding Company. Requesting Company will reimburse Host Company for expenses incurred in the provision and management of interim staging areas (i.e. labor and miscellaneous expenses provided by the host company to operate the staging area, but not including any Responding Company crew costs). In emergencies involving more than one Requesting Company, staging costs will be shared by Requesting Companies on a prorated basis based on the resources committed to each Requesting Company entering (logged into) the staging site.

4.7 Provided proper supporting documentation is included, the Requesting Company will pay invoice(s) from Responding Company within sixty (60) calendar days after receipt of invoice(s).

5. Responding Company Responsibilities

5.1 Responding Company will maintain daily records of time and expenses for personnel and equipment. This documentation will be provided with its Preliminary Invoice.

5.2 When the Requesting Company has provided specific guidance in advance that differs from that in Section 5.3, the Responding Company will maintain and furnish the requested documentation of expenses with their Preliminary Invoice.

5.3 Unless otherwise agreed prior to mobilization, Members agree that Responding Companies will maintain and furnish upon request receipts for all individual expenses / purchases made during the Emergency Assistance Period in accordance with the IRS requirements in effect at the time assistance is requested.

5.4 Responding Company will document all work performed and installations in a manner reasonably agreeable to the Requesting Company.

5.5 Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.
5.6 Unless otherwise agreed, Responding Company should submit an invoice ("Preliminary Invoice") to Requesting Company within sixty (60) calendar days from the date released by the Requesting Company. Responding Company will provide supporting documentation at the time the Preliminary Invoice is mailed. Requesting Company should receive a final invoice within ninety (90) calendar days from invoice date of Preliminary Invoice.

5.7 Responding Company agrees to maintain auditable records of billed expenses for emergency mutual assistance reasonably sufficient to satisfy the legal / statutory requirements and obligations incumbent upon the Requesting Company. It is Requesting Company’s responsibility to make those requirements and obligations known to the Responding Company prior to mobilization.

5.8 The appropriate vehicle/automobile insurance coverage and workman’s compensation coverage for Responding Company personnel are the sole responsibility of the Responding Company.

6. Indemnification

6.1 Requesting Company shall indemnify, defend and hold harmless the Responding Company, its employees, officers, directors, agents and affiliates, from and against any and all actions, claims, liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which results from furnishing emergency assistance under this Agreement and whether or not due in whole or in part to any act, omission, or negligence of Responding Company except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company. Where payments are made to Responding Company’s employees under a worker’s compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company.

6.2 In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under Section 6.1 above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole reasonable discretion deems necessary or prudent.

6.3 The provisions of this Section 6 shall remain in effect for a period of five (5) years after the last date on which the Responding Company provided assistance to the Requesting Company, and unless mutually agreed to otherwise, shall be
governed by and construed in accordance with the laws of the state of the Responding Company.

6.4 Each Member Company agrees to carry the minimum amount of twenty-five (25) million dollars liability insurance, including a contractual liability extension specifically covering the indemnification and hold harmless provision set forth in this Agreement and subject to retentions or deductibles, consistent with good business practice in the industry.

7. Governing Law of Agreement

7.1 This Agreement shall be governed in accordance with the laws of the State of [Delaware] for all members.
Northeast Gas Association and Southern Gas Association Mutual Assistance Agreement Signature Page

The undersigned Member company, by signature of its duly authorized representative, hereby agrees to the foregoing Northeast Gas Association and Southern Gas Association Mutual Assistance Agreement.

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Company

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Company Officer’s Signature

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Printed Name of Officer          Title of Officer