Northeast Gas Association and Southern Gas Association

Exhibit A

Mutual Assistance Procedures and Guidelines

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 Procedures and Guidelines ("MA Procedures and Guidelines") 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. These MA Procedures and Guidelines will apply to all Member companies who signed the NGA and SGA Mutual Assistance Agreement ("Agreement"). 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 as render emergency assistance.

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 these 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 Procedures and Guidelines.  

2. Code of Conduct

   2.1 Whether providing or receiving assistance, all personnel will be expected to conduct themselves in accordance with their respective Member company’s Code of Conduct, if such code exists, and if not, then all personnel will conduct themselves in a professional, safe and responsible manner.

3. Maintenance of Contact Roster

   3.1 In order to facilitate efficient communication and response, Members will share the following information:

      a. The names, contact numbers (if available, work phone, home phone, cellular phone, and pager), and e-mail addresses for individuals authorized to request

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1 In this document the terms “Responding Company” and “Requesting Company” refer to both the company and its employees or contractors.
mutual assistance for a requesting company and commit resources for a responding company.

b. If available, the telephone number for the 24-hour operations / dispatch center for the Member.

c. If available, a satellite telephone number for the 24-hour operations / dispatch center for the Member.

d. If available, a corporate emergency center 24-hour telephone number, if different from the 24-hour operations / dispatch telephone number.

3.2 The NGA and SGA offices will be responsible for maintaining, updating and furnishing to Members the “Member Company Contact Roster” approximately every six (6) months.

4. Communication with Contractors

4.1 Members understand the need for clear communication with contractors working on their systems and are encouraged to explain the joint mobilization process discussed in this document with all contractors working on their respective systems.

5. Purpose and Rationale for Joint Mobilization Conference Call Procedures

5.1 The following procedures are intended to enhance and in no way hamper the mobilization goals of Member companies during emergencies.

5.2 Because response time is critical in emergency situations, the Joint Mobilization Conference Call provides a mechanism that allows Members to quickly request assistance and identify the number and status of all available regional resources.

5.3 The Joint Mobilization Conference Call format should:

a. Provide Members with the opportunity to understand the entire scope of the emergency situation, including the number of Participating companies expecting to be impacted and the potential damage to each.

b. Allow Members to discuss and evaluate weather forecasts from different sources.

c. Result in the most efficient, effective and equitable allocation of available resources, while mitigating the financial risk associated with early mobilization of resources.

6. Understanding – Joint Mobilization Conference Call Procedures

6.1 Members agree to adhere to the procedures contained in this document for requesting, identifying, and mobilizing emergency mutual assistance resources. The exception being when an event impacts a single Member company and the impacted company anticipates a short restoration time requiring assistance from
only neighboring (adjacent) companies. In this instance, the impacted Member may contact neighboring companies directly to arrange assistance.

6.2 Members understand and agree that participation on Joint Mobilization Conference Calls is restricted to employees of Member companies who signed the Agreement, which may include Member companies of American Gas Association or American Public Gas Association and staff members and/or representatives of the aforementioned associations, unless otherwise agreed.

6.3 Members understand and agree that conversations between Members during Joint Mobilization Conference Calls may contain confidential and propriety information. Therefore, with the exception of general deployment data / information, Members, NGA staff members/representatives, SGA staff members/representatives, and all other signatories to the Agreement expressly agree not to share, divulge or release any information shared by other Members during Joint Mobilization Conference Calls without express prior written consent of all Members on such Joint Mobilization Conference Calls.

7. Initiation of the Joint Mobilization Conference Call

7.1 Typically, the Member that expects to be impacted (i.e., a Requesting Company) first by an event will initiate the Joint Mobilization Conference Call (“Initiating Member”).

7.2 Members may initiate a Joint Mobilization Conference Call any time they experience or are threatened by an event so significant they anticipate needing resources beyond the capabilities of their neighboring (adjacent) companies to restore their system.

7.3 NGA or SGA staff members listed on the Mutual Assistance Contact Roster may initiate the Joint Mobilization Conference Call for an impacted Member or for an event outside the NGA and SGA Membership.

7.4 Procedure for initiating the Joint Mobilization Conference Call:

a. The Initiating Member will notify an NGA or SGA staff member, listed on the NGA and SGA Mutual Assistance Contact Roster that it wishes to hold a Joint Mobilization Conference Call for emergency response and provide the date and time for the call (including time zone). The contacted NGA or SGA staff member will distribute by e-mail the Joint Mobilization Conference Call information to one of two groups (Initiating Member should specify):

--All Members who signed the Agreement or

--A specific group of Members as specified by the Initiating Member.
b. After each call, NGA or SGA staff will summarize and distribute discussion notes to all call Members. NGA will be responsible for coordinating activities for their current members and companies in Canada. SGA will be responsible for coordinating activities for their current members and non-member Members within their footprint. When assistance is requested outside the NGA and SGA footprint, NGA and SGA staff will jointly coordinate activities.

8. Responsibilities of the Initiating Member

8.1 The Initiating Member will designate an individual to serve as spokesperson at the Joint Mobilization Conference Call. The spokesperson will:

a. Present an estimate of predicted impact / damages and when these are expected to occur or an assessment of actual damages if the event has already occurred. If the event is large enough to impact more than one Member’s service territory, the moderator will ask other Members for their projected damage assessments.

b. Present an estimate of resources needed by type (i.e. personnel, equipment, materials, etc.), including specific job site requirements regarding personnel qualifications and special equipment.

c. If the event is large enough to impact more than one Member’s service territory, the moderator will ask other Members for their projected resource needs.

d. When appropriate, the Initiating Member(s)’s spokesperson will lead discussion of staging areas to be used by Responding Companies; transportation and safety concerns, such as evacuation orders, fuel availability, and DOT exemptions; and, the availability of non-Member resources that may be available to assist Requesting Companies.

9. Responsibilities of Non-Initiating Members Participating In Conference Calls

9.1 Participant Members agree that participation in the Joint Mobilization Conference Call by non-Initiating Members does not obligate them to become a Responding Company.

9.2 Responding Company agrees not to release or dispatch ANY resources (contract or native/employee) unless committed to and confirmed by a Requesting Company. It is understood that a Responding Company’s territory must be free from significant threat before resources can be committed and dispatched.

9.3 Within twenty-four (24) hours of the first Joint Mobilization Conference Call, non-impacted Members will be prepared to provide an estimate of the number of their employees available to assist Requesting Companies, including an estimate of when those personnel can be dispatched.
9.4 Responding companies will only provide individuals who are qualified under the Operator Qualification requirement 49 CFR Part 192 Subpart N.

9.5 To enhance safety and flexibility, upon request non-impacted Members will be prepared to identify staging areas available in their territories.

9.6 Upon request non-impacted Members will assist with DOT exemptions for crews traveling through their service territories.

9.7 Questions should be limited to understanding the needs and requirements of the requesting company.

9.8 Phones shall be kept on mute at all times except when asking a question.

10. Resource Allocation and Mobilization

10.1 When more than one Member company has requested emergency assistance under the Agreement, all Members understand and agree that it is the responsibility of the Requesting Companies to agree upon the allocation of available Member company resources with the assistance of the NGA or SGA Coordinator.

10.2 Members agree that, in general, resources will be allocated on the basis of severity of need, based on:
   a. Impact – degree of system loss and estimated time customers have been without service.
   b. Which Member company will be first impacted.
   c. Travel time.
   d. Availability of other non-NGA/SGA Member-controlled resources.

The intent will be to allocate available resources to meet all Member company needs in the most efficient manner possible according to severity of need.

10.3 Responding companies will provide, for all resources being offered, a record of each individual’s credentials under the Operator Qualification Requirement 49 CFR Part 192 Subpart N. Requesting companies will have the right to review these records prior to the dispatch of resources and decline the dispatch of specific individuals based upon this review.

10.4 Members agree that final dispatch of committed resources is to be coordinated directly between the Requesting Company and the Responding Company (or its contractor(s), where applicable). NGA or SGA may be given the authority by the Requesting Company to coordinate the dispatch of committed resources.
11. Responsibilities of NGA and SGA

11.1 An NGA or SGA staff member will serve as the moderator for the Joint Mobilization Conference Call.

11.2 Call the roll of Member companies and identify non-Member participants.

11.3 A “Coordinator” designated by NGA or SGA will be responsible for notifying Members of Joint Mobilization Conference Calls.

11.4 The NGA or SGA Coordinator will be responsible for producing and distributing conference call summary notes after each conference call.

11.5 By roll call, ask all non-impacted Members to indicate if they intend to assist immediately or once their territories are no longer threatened.

11.6 Keep the call moving and minimize the length of the call as much as possible.

11.7 Set the date and time for future conference call(s).

12. Requesting Company – Responsibilities Prior to Mobilization

12.1 To the extent possible, the Requesting Company is expected to clearly communicate the degree of devastation and working conditions and any safety concerns the Responding Company personnel should expect to encounter upon arrival at the emergency restoration work area.

12.2 To facilitate communications, the Requesting Company may opt to provide a single point of contact (“Coordinator”) to interact with the Responding Company. If a single point of contact (Coordinator) is designated a secondary point of contact shall be designated also.

12.3 The Requesting Company will provide the Responding Company with the name and contact information for their Coordinator(s) before Responding Company personnel leave their point of origin.

12.4 Requesting Company will coordinate with their state DOT officials and law enforcement concerning emergency exemptions and any other transportation or safety issues that will facilitate the Responding Company’s trip to and from the Requesting Company. Requesting Company will also coordinate with other state and federal officials, as necessary.

12.5 The Requesting Company is encouraged to communicate general guidelines with Responding Company. Items covered may include labor contractual issues,
safety issues, contact personnel, vehicle fueling arrangements, typical standard construction, meal and lodging arrangements, and other items that will be of benefit to the responding personnel and their supervision.

13. Requesting Company – Responsibilities during Emergency Assistance Period

13.1 The Requesting Company will establish expectations for work, including start time and duration.

13.2 The Requesting Company will provide materials necessary for emergency assistance, unless specifically noted otherwise.

13.3 The Requesting Company will provide a guide with communications capability or portable radios/cellular telephones to assist Responding Company team leaders.

13.4 The Requesting Company will provide required system maps and/or information.

13.5 The Requesting Company will provide (i) vehicle security for parking areas, and (ii) any additional security measures, including involvement of law enforcement, as necessitated by the emergency situation, unless specifically agreed otherwise.

13.6 With the exception of food and lodging during travel to and from the final work site, the Requesting Company will handle all food, lodging and incidental support needed by Responding Company unless both Member companies agree that Responding Company will handle/be responsible for these logistics/expenses.

13.7 Requesting and Responding Companies should agree on the provision of laundry services.

13.8 If the Responding Company has not purchased pre-paid long distance calling cards for crew members as suggested below, the Requesting and Responding Companies must agree on the provision of long distance telephone services for emergency workers to use after they arrive at the restoration work site.


14.1 To the extent possible, the Responding Company is expected to clearly communicate the degree of devastation and working conditions and any safety concerns that should be expected by their employees upon arrival at the emergency restoration work area.

14.2 To facilitate communications, the Responding Company shall provide a single point of contact (“Coordinator”) to interact with the Requesting Company.

14.3 Prior to traveling, Responding Company is authorized to purchase pre-paid telephone calling cards for each team member (up to 120 minutes). This should
preclude any telephone charges to any lodging facility by the Responding Company personnel except in case of emergency local 911 calls. Pre-paid calling card expenses shall be included in the supporting documentation for the company’s Preliminary Invoice. However, if Responding Company does not purchase pre-paid calling cards, it will reach agreement with Requesting Company to establish guidelines for long distance telephone service to begin immediately upon arriving at the restoration work site.

14.4 Responding Company agrees not to load extra emergency stock on trucks unless specifically requested by the Requesting Company.

15. **Responding Company – Responsibilities during Emergency Assistance Period**

15.1 Responding Company will handle all communication needs within their teams.

15.2 The Responding Company will be responsible for performing normal maintenance on their vehicles and equipment during the Emergency Assistance Period and this work will be covered in their standard hourly/daily rates.

15.3 All instructions for work to be done by Responding Company’s crews shall be given by Requesting Company to Responding Company’s supervisor(s); or, when Responding Company’s crews are to work in widely separate areas, to such of Responding Company’s foremen as may be designated for the purpose by Responding Company’s supervisor(s). It is recommended that the ratio of supervisor to crew members be no more than 12 to 1. A ratio of 8 to 1 is preferred.


16.1 Responding Company shall return all maps and proprietary information to the Requesting Company.

16.2 Responding Company shall return all loaned equipment to the Requesting Company.

17. **Requesting and Responding Company Forms**

17.1 Requesting company shall complete the American Gas Association Request for Assistance Form when requesting mutual assistance.

17.2 Responding Company shall complete the American Gas Association Request for Assistance Form when offering mutual assistance.