

NEW ENGLAND CONSUMER-OWNED UTILITIES
EMERGENCY ASSISTANCE AGREEMENT – 1990

This Agreement dated as of the first day of January, 1990, is entered into by the signatories hereto for the establishment of guidelines for the providing of emergency assistance.

In consideration of the mutual agreements and undertakings herein, the signatories hereby agree as follows:

Section 1. DEFINITIONS

a. Assistance - All acts of Assisting Utility conducted for or on behalf of Requesting Utility, including but not limited to travel to and from the site of the emergency, incurring of Expenses and all activities conducted from the time employees of Assisting Utility begin travel to the site of the emergency until travel from the site of the emergency to the headquarters of Assisting Utility is complete.

b. Assisting Utility – An electric or gas utility which provides emergency assistance to Requesting Utility. Employees of Assisting Utility shall at all times during Assistance continue to be employees of Assisting Utility and shall not be deemed employees of Requesting Utility for any purpose.

c. Expenses – The cost of wages under then existing wage agreements, transportation, lodging, meals, materials, all out-of-pocket charges and all other costs, excluding administrative, general and depreciation charges, incurred by Assisting Utility as a result of providing Assistance.

d. Regional Coordinators – The utilities listed on Attachment A, attached hereto and made a part hereof.

e. Requesting Utility – An electric or gas utility which requests emergency assistance from another electric or gas utility.

SECTION 2. REQUESTS FOR EMERGENCY ASSISTANCE

Any signatory to this Agreement may contact any other signatory or a Regional Coordinator in order to request emergency assistance. When a request is made through a Regional Coordinator, the Implementation Instructions included as Attachment A hereto shall be followed. It is expressly understood by the parties hereto that the Regional Coordinator's involvement is strictly limited to facilitating Assistance by the answering of telephones and providing information on potential Assisting Utilities, if any. Regional Coordinators have no obligation ensure that Assistance is provided or to provide Assistance themselves.

Once a request is made, it is in the sole discretion of the management of the utility to which the request is made, to decide whether it will become an Assisting Utility. Once a utility assumes the responsibilities of an Assisting Utility, it shall be obligated to provide Assistance in accordance with this Agreement, except that Assisting Utility shall have the ability to instruct its employees to return to its headquarters whenever management of Assisting Utility deems it to be necessary or desirable.

SECTION 3. OBLIGATIONS OF REQUESTING UTILITY

Requesting Utility must provide Assisting Utility with the following:

- a. its best estimate of the type and amount of equipment needed, the number of employees requested, and the length of the emergency;
- b. accurate directions to where Assisting Utility employees will report for assignment, and the name, title and telephone number of the representative of Requesting Utility that will direct employees of Assisting Utility;
- c. a person to work with each crew of Assisting Utility who is familiar with Requesting Utility's electrical or gas system, local roads and who has direct access to Requesting Utility's communication system;
- d. a description of the electrical or gas system operational plan and other useful information, including maps of distribution circuits, system voltage, number of substations, switching configuration, general operating procedures, location of stockroom, location of general office, communication system and operating procedures for emergency conditions;
- e. release of all employees of Assisting Utility once Assistance is no longer necessary or desirable; and
- f. reimbursement of Expenses incurred by Assisting Utility, within thirty days after receipt of an invoice.

Requesting Utility must also provide employees of Assisting Utility with the following:

- a. hot meals whenever possible, but in any event three meals a day at reasonable intervals;
- b. suitable lodging;

- c. gasoline and oil expenses;
- d. costs of repairing vehicles and equipment which amount to less than \$100.00;
- and
- e. reasonable personal expenses, including laundry and telephone.

Requesting Utility shall employ professional operating procedures and effectively use all employees and equipment of Assisting Utility.

Requesting Utility shall indemnify and hold Assisting Utility, Regional Coordinators, NEPPA and the NEPPA Mutual Assistance Committee harmless from and against any and all liability for loss, damage and expense which may be incurred 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 result from facilitating or furnishing Assistance and whether or not due in whole or in part to any act, omission, or negligence of Assisting Utility, Regional Coordinators, NEPPA or the NEPPA Mutual Assistance Committee. Where payments are made to Assisting Utility's employees under a worker's compensation, disability benefit, pension or any similar law for bodily injury or death resulting from furnishing Assistance, Requesting Utility shall make reimbursement to Assisting Utility to the extent such payment increases Assisting Utility's worker's compensation, disability, pension or similar benefit costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against Assisting Utility, a Regional Coordinator, NEPPA or the NEPPA Mutual Assistance Committee alleging liability for which Requesting Utility shall indemnify and hold harmless Assisting Utility, a Regional Coordinator, NEPPA or the NEPPA Mutual Assistance Committee under the paragraph immediately above, Assisting Utility, a Regional Coordinator, NEPPA or the NEPPA Mutual Assistance Committee shall promptly notify Requesting Utility thereof, and Requesting Utility, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent.

SECTION 4. OBLIGATIONS OF ASSISTING UTILITY

Assisting Utility must do the following:

- a. maintain all time sheets and work records for its employees providing Assistance; and
- b. submit invoices for Expenses to Requesting Utility within thirty days after Assistance has been terminated.

SECTION 5. ARBITRATION

Any dispute under this Agreement shall be submitted to arbitration at the request of any signatory. Copies of any such request shall be given to all other signatories and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request the disputing signatories shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, the disputing signatories may request the

American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing in Milford, Massachusetts or such other location that may be agreed to by the parties, and within thirty days thereafter, unless such time is expended by agreement of the disputing signatories, shall notify the parties of the decision, stating the reasons for the decision and separately listing findings of fact and conclusions of law. The decisions shall also state how the costs of arbitration shall be allocated between the disputing signatories. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on all signatories except that a party to the arbitration may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration shall affect neither the obligation of any signatory to make any payment in full when due under this Agreement nor the obligations of this Agreement upon the failure of any signatory to make any payment in full when due under this Agreement.

SECTION 6. APPLICABLE LAW

This Agreement is made under and shall be governed by the law of the Commonwealth of Massachusetts.

SECTION 7. SEVERABILITY

If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph,

clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 8. ASSIGNMENT OF AGREEMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein shall be assigned or transferred or sold by a signatory, except as provided herein, without the advance written consent of the other signatories.

SECTION 9. WAIVERS AND AMENDMENTS

Failure of any party to enforce any provision of this Agreement, or to require performance by any other party or parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of the Agreement or any part thereof, or the right of any party to thereafter enforce each and every provision. This Agreement may not be altered or amended, except by a written document signed by all signatories.

SECTION 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the parties to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of the Agreement without

impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

IN WITNESS WHEREOF, the signatories have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Witness

(Signature)

(Name and Title)

(Utility)