



Northeast Public Power Association Mutual Aid Agreement

INTRODUCTORY STATEMENT

This Mutual Aid Agreement (“Agreement”) sets forth the terms and conditions by which emergency assistance will be rendered by and among the signatories to this Agreement and sets forth the parameters of the NEPPA Mutual Aid Program and the respective roles of all participants in the Program. All signatories must be Active Members of NEPPA to participate. By signing below, a signatory agrees to be bound by all the terms contained herein.

Section 1. DEFINITIONS

- 1) Assistance - All acts of Assisting Utility conducted for or on behalf of a 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.
- 2) Assisting Utility – An Electric Utility which provides Assistance to a 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.

3) Expenses

- (a) Labor Charges incurred by the Assisting Utility - The cost of wages paid under then existing wage agreements. The Assisting Utility's Labor charge cannot be greater than the equivalent of 40 straight time hours per person per calendar day
- (b) Truck Charges incurred by the Assisting Utility – Hourly truck charges for hours travelled and worked, and will be in accordance with FEMA's current Schedule of Equipment Rates, which can be found on the FEMA and NEPPA websites. These truck charges include depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA costs and other costs incidental to operation.
- (c) Lodging – Lodging not provided by the Requesting Utility.
- (d) Meals – Meals, food, and drink not provided by the Requesting Utility.
- (e) Materials – Any material used in the Assistance process not provided by the Requesting Utility.
- (f) Miscellaneous – Any miscellaneous costs not included in a) through e) not provided by the Requesting Utility.
- (g) Excluded Expenses – Administrative and General, indirect labor, and overhead expenses incurred by the Assisting Utility.

4) Regions – For the purposes of Mutual Aid, the NEPPA member systems are organized by five Regions. The Regions are designated as: North, South, Northeast MA and ME, Southeast MA, and Western MA. The member systems that are included in each Region can be found on the NEPPA website.

5) Regional Coordinators – Individuals from a NEPPA member utility that coordinate Assistance to a Requesting Utility. Two Regional Coordinators represent each of the five Regions. Each Regional Coordinator shall be a member of the

Mutual Aid Committee. The Regional Coordinator's contact information for each Region can be found on the NEPPA website.

6) Requesting Utility – An Electric Utility which requests Assistance from another Electric Utility.

SECTION 2. REQUESTS FOR EMERGENCY ASSISTANCE

Any signatory to this Agreement shall contact a Regional Coordinator in order to request Assistance.

When a request is made through a Regional Coordinator, the Regional Coordinator shall contact other NEPPA utilities to request Assistance. It is expressly understood by the parties hereto that the Regional Coordinator's involvement is strictly limited to facilitating Assistance by various means of contact and providing information on potential Assisting Utilities, if any. Regional Coordinators have no obligation to 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. Notwithstanding the foregoing, the 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.

Nothing in this Agreement shall be construed as prohibiting a NEPPA member Utility from directly arranging for Assistance on its own with other utilities, outside the parameters of this Agreement.

SECTION 3. OBLIGATIONS OF REQUESTING UTILITY

In connection with emergency assistance, a Requesting Utility has the following obligations with regard to Assisting Utility:

- a. Provide its best estimate of the type and amount of equipment needed, the number and classification of employees requested, and the estimated duration of the Assistance;
- b. Provide Assisting Utility 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. Designate a person to work with each crew of Assisting Utility who is familiar with Requesting Utility's electrical system, local roads and who has direct access to Requesting Utility's communication system;
- d. Provide a description of the electrical 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. Promptly reimburse Expenses incurred by Assisting Utility, preferably within forty-five days after receipt of an invoice;
- g. Maintain insurance in amounts and coverages typically maintained for Utility operations of similar size providing service in the same area/region, and as may be required by applicable law. Insurances shall include Commercial General Liability, Workers Compensation/Employer's Liability, and Automobile Liability. Proof of such insurance shall be provided if requested by Assisting Utility.

In Addition, 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, which shall include warm and dry sleeping quarters with bathroom facilities;

Requesting Utility shall employ good utility practice in operating procedures and in the use of employees and equipment of Assisting Utility, and where applicable, comply with all relevant OSHA regulations and requirements.

To the extent permitted by law, and except to the extent of Assisting Utility's gross negligence or intentional misconduct, Requesting Utility shall indemnify, defend and hold harmless the Assisting Utility, Regional Coordinators, NEPPA and the NEPPA Mutual Aid Committee ("Indemnitees") from and against any and all claims, demands, suits, liability, causes of action, fines, penalties, court costs, losses, damages and expenses, including reasonable attorneys' fees ("Covered Losses"), including such claims asserted by third parties, arising out of, or resulting from, occasioned by or in connection with the rendering of Assistance under this Agreement or the performance or non-performance of its obligations under this Agreement, on account of any damages, loss or destruction of property or personal injury, including death, to any person or persons, which result from facilitating or furnishing Assistance pursuant to this Agreement ("Covered Claims"). Under no circumstances shall Indemnitees be entitled to special, indirect, punitive or consequential damages, lost profits or business interruption damages whether in contract, tort, warranty, strict liability or otherwise. For removal of doubt, payments in connection with worker's compensation or disability or pension benefits, or increases in such costs, whether due to increases in premiums as a result of a Claim or contributions, are not included in Covered Losses."

An Indemnitee shall promptly notify Requesting Utility in writing of any Covered Claim for which it seeks indemnification hereunder, and in no case, more than fifteen (15) days after Indemnitee receives notice of such Covered Claim. The Requesting Utility shall have no liability for failing to provide indemnification for any Claim for which it has not received notice.

Notwithstanding the foregoing, the Indemnitee shall have the right, at any time, to participate in or assume control of the defense of the Covered Claim with counsel of its choice, which counsel must be reasonably acceptable to Requesting Utility. Requesting

Utility agrees to fully cooperate with Indemnitee. If Indemnitee assumes control of any third-party Covered Claim, Requesting Utility shall have the right to participate in the defense at its own expense. If Indemnitee does not assume control or otherwise participate in the defense of the Covered Claim, Indemnitee shall be bound by the results obtained by Requesting Utility. If Indemnitee assumes defense of a third-party Covered Claim, then in no event shall Requesting Utility admit any liability with respect to, or settle, compromise or discharge, any such third-party Covered Claim without Indemnitee's prior written consent.

SECTION 4. OBLIGATIONS OF ASSISTING UTILITY

Assisting Utility shall do the following:

a. Maintain all time sheets and work records for its employees providing

Assistance. At a minimum, the time sheet must include:

- i Names of the Requesting and Assisting Utility.
- i Names and work classification of all personnel from the Assisting Utility.
- i Dates worked and number of hours for each date, including travel time.
- i Truck classification in accordance with FEMA's current Schedule of Equipment Rates.

b. Submit invoices for Expenses to Requesting Utility within thirty days after

Assistance has been terminated. At a minimum, the invoice must include:

- i Names of the Requesting and Assisting Utility.
- i Contact information for Assisting Utility.
- i All time sheets associated with Assistance.

- ii Labor and Truck Charges as defined in Section 1.3a).
- ii Any section of the labor agreement used in calculating wages.
- ii Any other expenses as defined in Section 1.3c) through f).
- ii Date the invoice is due.

c. Adhere to the Minimum Personnel and Equipment Requirements, provided in Exhibit A.

d. Maintain insurance in amounts and coverages typically maintained for Utility operations of similar size providing service in the same area/region, and as may be required by applicable law. Insurances shall include Commercial General Liability, Workers Compensation/Employer's Liability, and Automobile Liability. Proof of such insurance shall be provided if requested by Assisting Utility.

SECTION 5. DISPUTE RESOLUTION

Any dispute under this Agreement shall be submitted in writing to the management of the other party and the affected parties ("Disputing Signatories") agree to meet and attempt to informally resolve the dispute over a thirty (30) day period, unless otherwise extended by agreement of the Disputing Signatories, including through the use of mediation services if agreed in writing. If the Disputing Signatories are unable to resolve the dispute as aforesaid, then a Disputing Signatory may seek all available legal and equitable remedies in a court of appropriate jurisdiction.

SECTION 6. 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 7. AMENDMENTS

This Agreement may be amended upon vote of the NEPPA Board of Directors upon study and recommendation of the NEPPA Mutual Aid Committee, and written notice shall be provided to all signatories within ten (10) days of such amendment's adoption.

SECTION 8. TERMINATION

Any signatory may terminate its participation in this Agreement by rendering written notice at least ten (10) days in advance to the NEPPA Mutual Aid Program c/o NEPPA's Executive Director, 200 New Estate Road, Littleton, MA 01460, or such other address as may be provided to Active Members from time to time.

This Agreement shall remain in effect unless otherwise terminated by majority vote of the NEPPA Board of Directors.

SECTION 9. 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.

By signing below, the signatory agrees and acknowledges that the foregoing terms and conditions shall apply to any request and rendering of Assistance, as of the date written below

and that the signatory has been duly authorized to participate in the NEPPA Mutual Aid Program as provided herein.

This agreement will go into effect on March 1, 2020 and will supersede any previous agreements.

(Signature)

(Witness)

(Name and Title)

(Utility Name)

Exhibit A **Minimum Personnel and Equipment Requirements**

Tools, Materials and Equipment

- Protective cover
- Rigging equipment
- Crimping and cutting tools (chainsaw fuel, bar and chain oil)
- Specialty equipment, such as primary and secondary voltage meters
- Climbing tools (belts, safeties, hooks and lanyards)
- Hot line tools (live line tools) and associated attachments to perform switching and grounding tasks, including Load Buster tool
- Portable protective grounds (only bucket trucks). All grounds must be accompanied by a tag with the company name, ground owner and contact information

Trucks

- Reliable/Mechanically and Electrically sound truck
- Traffic control devices (cones, signs, vests, flags, etc.)
- Ladder
- First aid kit
- Fire extinguisher
- Proper lighting to allow for safe work during low visibility

Personal Protective Equipment (PPE)

- Proper footwear
- Hand protection
- Head protection
- Hearing Protection
- Eye protection
- Fall protection
- Hazard Risk Category 2 Arc Rated clothing