1. Mission

- 1.1. The Mission of the North Atlantic Mutual Assistance Group is:
 - 1.1.1. To provide a forum to ensure safe, effective and coordinated mutual assistance, regional response and service restoration for customers of member utilities.
 - 1.1.2. To provide an enhanced line of communications between member companies to share best practices and plan for other significant events such as a work stoppage, civic unrest, or political events, and ensure that all members are communicating a unified message to both internal and external stakeholders.
 - 1.1.3. To minimize risk to all parties by agreeing to provide assistance (personnel and equipment) on a not-for-profit basis, and agreeing that Requesting Companies will reimburse Responding Companies for all expenses incurred in providing the assistance.
 - 1.1.4. To adhere to and operate in accordance with the procedures contained in this document (the North Atlantic Mutual Assistance Group Guidelines).
 - 1.1.5. To interact with other Regional Mutual Assistance Groups and the Edison Electric Institute Mutual Assistance Committee

2. Company Information

- 2.1. Member Company Information
 - 2.1.1. Each Holding Company listed below is entitled to one(1) vote
 - 2.1.2. Individual Operating Companies may be listed separately on the Joint Mobilization Conference Call spreadsheet

North Atlantic Company Name	States	Electric Customers	Gas Customers	EEI Signatory
Central Hudson Gas & Electric	NY	300,000	75,000	Yes
Consolidated Edison	NY, NJ, PA	3,600,000	1,200,000	Yes
Duquesne Light *	PA	580,000		Yes
Emera – (Bangor Hydro, Nova Scotia Power)	ME, NS	680,000		No
Exelon – (BGE, PECO) **	MD, PA	2,986,500	1,136,000	Yes
First Energy *,**	OH, NJ, PA,MD,WV,NY	6,000,000		Yes
Green Mountain Power	VT	256,000		Yes
Hydro-One	ON	1,300,000		Yes
Hydro Quebec	QC	4,107,400		No
Iberdrola – (Central Maine	ME	596,000		Yes
Power, NYSEG)	NY	871,000	256,000	
National Grid (NY, NE, LIPA)	MA, NY, RI	4,515,000	3,500,000	Yes
New Brunswick Power (Energie NB Power)	NB	380,000		No
New Hampshire Electric Cooperative	NH	78,750		No
Northeast Utilities	CT, MA, NH	3,090,000	484,000	Yes
Pepco Holdings, Inc. (PHI) **	DC, DE, MD, NJ,	1,960,000	123,000	Yes
PPL Electric Utilities **	PA	1,400,000		Yes
Public Service Electric & Gas (PSE&G)	NJ	2,200,000	1,800,000	Yes
South Norwalk Electric & Water	CT	14,000		No
UGI Utilities, Inc	PA	62,000	568,000	Yes
United Illuminating	CT	325,000		Yes
Unitil Corp	MA, ME, NH	104,400	70,000	Yes
TOTAL – 21 Companies	13 states, 4 provinces, 1 district	35,406,050	9,212,000	

Footnote:

- * indicates member of GLMA
- ** indicates member of SEE

3. General Guidelines

3.1. Personnel Safety

- 3.1.1. Whether providing or receiving assistance, personnel safety will be the preeminent objective and responsibility of all participants.
- 3.1.2. The Requesting Company agrees to make every effort to avoid moving Responding Company personnel into harms way during the initial, first-wave mobilization.
- 3.1.3. Responding Company will follow its own safety rules, except as noted in paragraphs 3.1.6 and 3.1.7 below.
- 3.1.4. Responding Company is responsible for following its own personal protective grounding practices.
- 3.1.5. Responding Company will immediately report any and all accidents to Requesting Company (both incidence and injury).
- 3.1.6. Switching procedures will be handled as the Requesting Company designates, provided that the procedures do not violate the safety rules of the Responding Company.
- 3.1.7. Requesting Company will provide information on their switching and tagging rules. Requesting Company switching/blocking tags will be used.
- 3.1.8. Security personnel requirements shall be discussed and mutually agreed upon by the Requesting and Responding Companies prior to deployment of armed security personnel.
- 3.1.9. Any deployment of "Security Personnel" armed or otherwise must comply with Federal, Provincial, State, Local and Tribal regulations.

3.2. Maintenance of Contact Roster

- 3.2.1. In order to facilitate efficient communication and response, North Atlantic member utilities will share the following information:
 - The names, contact numbers (work phone, home phone, cellular phone, and pager), and e-mail addresses for three (3) individuals authorized to participate in Joint Mobilization Conference Calls.
 - If available, the telephone number for the 24-hour operations / dispatch center for the member company.
 - If available, a satellite telephone number for the 24-hour storm or operations / dispatch center.

- If available, a corporate storm / emergency center 24-hour telephone number, if different from the 24-hour operations / dispatch telephone number.
- 3.2.2. The North Atlantic Group Secretary will be responsible for maintaining and updating the Member Company Contact Roster at least every three months.

3.3. Code of Conduct

3.3.1. Whether providing or receiving assistance, all personnel will be expected to conduct themselves in a professional and responsible manner.

3.4. Confidentiality Statement

- 3.4.1. Members understand and agree that participation on Joint Mobilization Conference Calls is restricted to employees of member companies of the North Atlantic Mutual Assistance Group, unless otherwise agreed to by members of the North Atlantic Group.
- 3.4.2. Members understand that conversations between member utilities during Joint Mobilization Conference Calls are confidential and proprietary. Therefore, with the exception of general deployment data / information, members agree not to share or release any information shared between member utilities during Joint Mobilization Conference Calls unless mutually agreed.

3.5. Communication With Contractors

- 3.5.1. 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.
- 3.5.2. Members agree to follow the Rules of Engagement to secure contractor resources and refrain from accepting contractors directly who are working for an Investor Owned Utility (IOU) or a member company of any Regional Mutual Assistance Group (RMAG).

3.6. <u>Definition of Emergency Assistance Period</u>

3.6.1. 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 needs. This includes any request for the Responding Company to prepare its employees and/or equipment for travel to the Requesting Company's location but to await further instructions before departing. This preparation

time should begin when normal work activities for Responding Company stop and preparations dedicated to supporting the off system effort begin. Except as noted in paragraph 3.6.3, the emergency assistance period shall terminate when such employees and/or equipment have returned to their point of origin and after a reasonable time required preparing the equipment for return to normal activities (e.g. cleaning trucks, restocking minor materials, etc.).

- 3.6.2. The length of stay by Responding Company personnel will be mutually agreed to by both companies. Generally, this period should not exceed 14 consecutive days, including travel time to the work area and return to the point of origin. When mutual assistance assignments go beyond this time frame, North Atlantic members agree that Responding Company personnel will usually be changed out (rotated) rather than take extended reset periods (days off). Responding and Requesting companies may agree upon exceptions to this procedure.
- 3.6.3. It is understood and agreed that if Responding Company's or its Holding Company's system is threatened during any time after it has mobilized to provide mutual assistance, any part or all of the Responding Company's native and contract workforce may be recalled. In these instances:
 - It is understood and agreed that the decision to terminate assistance and recall employees lies solely with the Responding Company.
 - If recall of Responding Company's workforce becomes necessary, the Requesting Company will be responsible for all expenses incurred by Responding Company until the Responding Company returns home and vehicles are cleaned and stocked for normal work activities.
 - If Responding Company's workforce is recalled to another of the Responding Company's locations other than their original point of origin, the Requesting Company will be responsible for travel costs to the alternate location <u>not to exceed</u> that which would have been incurred had the workforce returned to their original point of origin.

4. Rules of Engagement

4.1. Rules of Engagement Procedures

- 4.1.1. Members agree to adhere to the procedures contained in Section 4 to request, identify and mobilize emergency mutual assistance resources. These procedures are intended to enhance and in no way hamper the mobilization goals of member companies during emergencies
- 4.1.2. When any member company has a need for additional resources, that company will notify all members of the North Atlantic Mutual Assistance Group and schedule a Joint Mobilization Conference Call.
 - 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.
- 4.1.3. The Joint Mobilization Conference Call format should:
 - Provide members with the opportunity to understand the entire scope of the emergency situation, including the number of companies expecting to be impacted and the potential damage to each.
 - Allow members to discuss and evaluate weather forecasts from different sources.
 - Result in the most efficient, effective and equitable allocation of available resources while mitigating the financial risk associated with early mobilization of resources.
- 4.1.4. The permitted exception for securing resources without scheduling a Joint Mobilization Conference Call is when an event impacts a single member utility and the impacted utility anticipates a short restoration time requiring assistance from only neighboring (adjacent) utilities.
 - In this instance, the impacted member may contact neighboring utilities directly to arrange assistance.
 - The impacted company agrees to notify all members of the North Atlantic Mutual Assistance Group via email when any resources are obtained without scheduling a Joint Mobilization Conference Call.
 - However, because emergency events tend to expand and impact more than one utility over time, members are encouraged to use the Joint Mobilization Conference Call procedures described below for all mutual assistance requests.
- 4.1.5. Since some companies are members of multiple mutual assistance groups, whenever a North Atlantic member company secures resources from another RMAG, they will notify all members of the North Atlantic Mutual Assistance group via email.

4.2. Initiation of the Joint Mobilization Conference Call

- 4.2.1. Typically, the member that expects to be impacted first by an event will initiate the process.
- 4.2.2. Members agree to initiate a conference call anytime they experience or are threatened by an event so significant that they anticipate needing resources beyond the capabilities of their neighboring (adjacent) utilities to restore their system.
- 4.2.3. Procedure for initiating the Joint Mobilization Conference Call:
 - The initiating member will notify the Chair (or other Leadership member)
 of the North Atlantic Mutual Assistance Group they wish to hold a
 conference call. The Chair is responsible to notify the company
 designated to set up the call with the necessary notifications to members
 including the date, time, and conference call number.
 - In the event the North Atlantic Leadership is unavailable, the initiating company can contact the company designated to set up the call directly and assume the Chair responsibilities.
 - Conference calls will typically be scheduled for 0730 and 1800 daily or as needed by the initiating member.

4.3. Responsibilities of Company Initiating Conference Call

- 4.3.1. The Chairman or designee will serve as moderator for the conference call or ask another member to moderate. The moderator will:
 - Call the roll of member companies.
 - Present the weather forecast for his / her company service territory. At their discretion, the initiating company may have a weather consultant present the current forecast.
 - Ask other members for input regarding the weather forecast / predictions.
 - Present an estimate of predicted impact / damages and when these are expected to occur. 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.
 - Present an estimate of resources needed. 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.
 - By roll call, ask all non-impacted members to state the numbers of resources available to assist once their territories are no longer threatened.

- When appropriate, the moderator will lead discussion of staging areas to be used by assisting companies; transportation concerns, such as evacuation orders, fuel availability, DOT exemptions, etc.; and, the availability of non-member resources that may be available to assist impacted members.
- Keep the call moving and minimize the length of the call as much as possible.
- Set the date and time for future conference calls.

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

- 4.4.1. Members agree not to release or dispatch ANY resources (contract or native) unless committed to and confirmed by a Requesting Company. It is understood that Responding Companies' territories must be free from significant threat before resources can be committed and dispatched.
- 4.4.2. On the first Joint Mobilization Conference Call, non-threatened / non-impacted members will be prepared to specify the numbers of their employee and contractor distribution line, transmission line, vegetation management, and damage assessment personnel available to assist impacted companies, including an estimate of when these resources can be dispatched. If Requesting Companies identify needs in other areas (such as IT, safety, etc.), assisting members will be given time (usually 24 hours) to identify available resources in these additional areas.
- 4.4.3. To enhance safety and flexibility, upon request non-threatened / non-impacted members will be prepared to identify staging areas available in their territories.
- 4.4.4. Upon request non-threatened / non-impacted members will assist with DOT exemptions for crews traveling through their service territories.

4.5. Resource Allocation and Mobilization

- 4.5.1. When more than one company has requested emergency assistance, all members understand and agree that it is the responsibility of the Requesting Companies to agree upon the allocation of available first wave and subsequent member company resources.
- 4.5.2. Members agree that, in general, resources will be allocated on the basis of severity of need, based on:
 - Predicted impact percentage / degree of system loss and estimated time customers will have been without power.
 - Storm timing which company will be first impacted.
 - Travel time.

- Availability of other non-North Atlantic member controlled resources.
- The intent will be to allocate available resources to meet all member company needs in the most efficient and equitable manner possible.
- 4.5.3. 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).

4.6. Joint Mobilization Conference Call Documentation

- 4.6.1. The North Atlantic Emergency Call spreadsheet will be used to document each Joint Mobilization Conference Call.
- 4.6.2. The Secretary or a designee will take notes during the Joint Mobilization Conference Call, distribute the Emergency Call spreadsheet to all members after the call, and post the minutes to the Restore Power North Atlantic Workroom.
- 4.6.3. Members acknowledge that the Emergency Call spreadsheet contains confidential information and agree not to share the spreadsheet with any non-member company unless mutually agreed to on the Joint Mobilization Conference Call

5. Requesting Company Responsibilities

- 5.1. Requesting Company Responsibilities Prior to Mobilization
 - 5.1.1. To the extent possible, the Requesting Company is expected to clearly communicate the degree of devastation and working conditions Responding Company personnel should expect to encounter upon arrival at the emergency restoration work area.
 - 5.1.2. The Requesting Company is expected to inform the Responding Company if their requirements for the maintenance of receipts differ from the procedures stated in paragraph 6.2.5.
 - 5.1.3. To facilitate communications, the Requesting Company may opt to provide a single point of contact (Coordinator) to interact with the Responding Company.
 - 5.1.4. The Requesting Company will provide the Responding Company with the name and contact information for their "company contact" as required on the RESPONDING COMPANY INITIAL INFORMATION SHEET before Responding Company personnel leave their point of origin.
 - 5.1.5. Requesting Company will coordinate with their state DOT officials concerning emergency exemptions and any other transportation issues that will facilitate the Responding Company's trip to and from the Requesting Company.
 - 5.1.6. The Requesting Company is encouraged to communicate general guidelines with Responding Companies. 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.
- 5.2. Requesting Company Responsibilities During Emergency Assistance Period
 - 5.2.1. The Requesting Company will establish expectations for work, including start time and duration.
 - 5.2.2. The Requesting Company will provide materials unless specifically noted otherwise.
 - 5.2.3. When necessary, the Requesting Company will provide a guide with communications capability, portable radios or cellular telephones to assist responding team leaders.

- 5.2.4. The Requesting Company will authorize Responding Company to use cellular phones as a method of communication. Where cellular service is unavailable, it is understood that satellite phones may be used until such time that cellular service is restored in the Requesting Company's area.
- 5.2.5. The Requesting Company will provide vehicle security for parking areas unless specifically agreed otherwise.
- 5.2.6. 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 companies agree for Responding Company to handle these logistics.
- 5.2.7. Requesting and Responding companies should agree on the provision of laundry services.
- 5.2.8. Requesting Company will make and communicate provisions for Responding Company personnel to make personal long distance telephone calls during the emergency response period. For example, the Requesting Company may authorize the Responding Company to purchase pre-paid long distance calling cards for responding crew members or authorize the use of company or employee owned cellular phones for an agreed upon maximum number of minutes. As a general rule, Requesting Company agrees to allow and reimburse a maximum of 10-minutes personal long distance telephone charges per employee per day. Any personal cellular phone charges or pre-paid calling card expenses shall be included in the supporting documentation on the company's preliminary invoice, subject to paragraph 6.2.5.
- 5.2.9. Requesting Company shall reimburse the Responding Company for lodging and will not pay for additional hotel-related expenses unless agreed to by the Requesting Company prior to the occurrence. Some examples of additional hotel-related expenses include phone calls made from rooms, room service, in-room movies, mini bar usage, etc.
- 5.3. Requesting Company Procedures for Releasing Responding Companies
 - 5.3.1. During emergencies impacting more than one member company simultaneously, each Requesting Company will develop a proposed "Release Schedule" 48-hours before releasing any contract or utility (members & non-member) crews. This release schedule will include: Names of utilities and contractors to be released, the numbers and specialty (distribution line, transmission line, vegetation, etc.) of workers from each utility and / or contractor being released, the on-site contact or the coordinator of the crews being released, and the date and approximate time the crews expect to be released.

- 5.3.2. During emergencies when Responding Company contract and / or utility resources are already deployed and working to provide restoration help to one member company and another member company (or companies) is impacted by another emergency, or, in the case of hurricanes, a second landfall of the storm, the company that obtained help first agrees to:
 - NOT retain personnel solely to perform maintenance, street lighting work, or clean up type work and will aggressively work to release personnel.
 - Immediately prepare a release schedule which includes details listed in paragraph 5.3.1 above, including projected release dates.
 - Provide realistic estimated restoration times and release dates to the second Requesting Company (or companies). Since this could mean the difference in going days away or waiting on resources closer that may become available, it is essential that release dates be as accurate as possible. Note: Should the emergency situation described above develop before a Responding Company personnel arrive at the initial restoration area, these resources will be reallocated to Requesting Companies in accordance with the provisions of Section 4.6 and paragraph 5.4.3 of these procedures and guidelines.
- 5.3.3. In the emergency situation described in paragraph 5.3.2 above, the initial and secondarily impacted companies agree to:
 - Immediately hold an "impacted companies" conference call to negotiate reallocation of the resources on the release schedule developed by the first impacted company as well as any other resources not already committed.
 - Regarding personnel released by the first impacted company, secondary Requesting Companies will contact the resources (companies) allocated to them to determine if those persons will agree to re-deploy or be changed out (rotated) in accordance with paragraph 3.6.2.
- 5.3.4. In all emergency situations, the Requesting Company will make every effort to notify each Responding Company's mutual assistance contact 24-hours in advance of the anticipated final release of their utility personnel.
- 5.4. Requesting Company Responsibility for Reimbursement of Expenses
 - 5.4.1. 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 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 3.6 above.

- 5.4.2. 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 including reasonable time required to prepare the equipment for return to normal activities after returning to their point of origin.
- 5.4.3. 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. Note: In any of these instances, unless otherwise mutually agreed, the utility that receives the re-assigned Responding Company resources will be responsible for all Responding Company costs from the time of re-assignment.
- 5.4.4. Requesting Company will reimburse members for expenses incurred in the provision and management of interim staging areas (i.e. labor and miscellaneous expenses provided by the host utility 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 entering (logged into) the staging site.
- 5.4.5. Provided proper supporting documentation is included, the Requesting Company should pay all (preliminary and final) invoice(s) from Responding Company within 60 calendar days after receipt of invoice(s).

6. Responding Company Responsibilities

- 6.1. Responding Company Responsibilities Prior to Mobilization
 - 6.1.1. To the extent possible, the Responding Company is expected to clearly communicate the degree of devastation and working conditions that their responding employees should expect to encounter upon arrival at the emergency restoration work area.
 - 6.1.2. To facilitate communications, the Responding Company may opt to provide a single point of contact (Coordinator) to interact with the Requesting Company.
 - 6.1.3. Responding Company will complete and forward the RESPONDING COMPANY INITIAL INFORMATION SHEET before departing their home location.
 - 6.1.4. If requested, Responding Company will provide a copy of completed PERSONNEL LISTING FORM as soon as the information becomes available.
 - 6.1.5. Responding Company's telecommunications personnel shall contact Requesting Company's telecommunications personnel and local FCC authorities to make any temporary telecommunications arrangements.
 - 6.1.6. Prior to traveling, Responding Company will reach agreement with the Requesting Company regarding the provisions for Responding Company personnel to make personal long distance telephone calls during the emergency response period as described in paragraph 5.2.8 above. This agreement should preclude any telephone charges from any lodging facility by the Responding Company personnel, except in case of emergency local 911 calls.
 - 6.1.7. Responding Company agrees not to load extra emergency stock on trucks unless specifically requested by the Requesting Company.
 - 6.1.8. When Responding Company's available contractor resources have been allocated to a Requesting Company through the Joint Mobilization Conference Call procedures, the Responding Company will:
 - Provide Requesting Company with contact information for their on-site contractors.
 - Alert their contractors that their assistance has been requested and that they will be contacted by the Requesting Company.
 - Give their contractors the Requesting Company contact information.

 Encourage their contractors to respond to the North Atlantic member's request for help with all contract crews being released from the Responding Company's work site.

6.2. Responding Company – Responsibilities During Emergency Assistance Period

- 6.2.1. Responding Company will handle all communication needs within their teams. This could include acquiring additional communications equipment, such as portable repeaters, to ensure continuous communication capabilities.
- 6.2.2. 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.
- 6.2.3. Responding Company will maintain daily records of time and expenses for personnel and equipment. This documentation will be provided with their preliminary invoice.
- 6.2.4. When the Requesting Company has provided specific guidance in advance that differs from that in paragraph 6.2.5, the Responding Company will maintain and furnish the requested documentation of expenses with their preliminary invoice.
- 6.2.5. 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.

6.3. Responding Company – Responsibilities End Of Emergency Assistance Period

- 6.3.1. Responding Company should submit their "preliminary invoice" to Requesting Company within 60 calendar days from date released by the Requesting Company. Responding Company will provide supporting documentation at the time the preliminary invoice is mailed. Requesting Utility should receive final invoice within 90 calendar days from invoice date of preliminary invoice.
- 6.3.2. Responding Companies agree to maintain auditable records of billed expenses for emergency mutual assistance sufficient to satisfy the legal / statutory requirements and obligations incumbent upon the Requesting Company.

7. Liability

- 7.1. Due to the compressed time frames associated with the rendering of mutual assistance, Members should ensure that liability, among other issues, be addressed in a timely manner; otherwise, the ability of one Member to respond to another could be impacted adversely, up to and including an inability to render any non-contractor assistance.
- 7.2. When rendering mutual assistance to one another and with specific regard to all liability for loss, damage, cost or expense, Members agree to follow Sections 11 and 12 of the "Suggested Governing Principles Covering Emergency Assistance Arrangements between Edison Electric Institute Member Companies," or an equivalent agreement executed by both Members prior to the formal start of the rendering mutual assistance.

7.3. EEI Member Companies

7.3.1. If both the Requesting and Responding Companies have signed the Edison Electric Institute Mutual Assistance Agreement, the "Suggested Governing Principles Covering Emergency Assistance Arrangements between Edison Electric Institute Member Companies" shall govern liability.

7.4. Non-EEI Member Companies

- 7.4.1. If either the Requesting or Responding Company have not signed the EEI Mutual Assistance Agreement, then the Responding Company may submit to the Requesting Company for execution a copy of the "North Atlantic Mutual Assistance Agreement" (see Appendix A). The terms "Responding Company" and Requesting Company" are used in this agreement in the same manner as in the "Suggested Governing Principles Covering Emergency Assistance Arrangements Between Edison Electric Institute Member Companies)."
- 7.4.2. Return of an executed copy of the "North Atlantic Mutual Assistance Agreement' by the Requesting Company to the Responding Company shall be construed as the formal start of the rendering of mutual assistance by all non-contractor resources. Both Members shall retain copies of the executed agreement for reference.
- 7.4.3. Use of an agreement other than the "North Atlantic Mutual Assistance Agreement" shall include a discussion on liabilities, among other items, and shall be agreed to and executed by both Members prior to the formal start of the rendering mutual assistance by all non-contractor resources. Both Members shall retain copies of the executed agreement for reference.

8. U.S / Canada Border Crossing

8.1. Purpose

- 8.1.1. As part of the Electric Sector effort to improve response and reduce delays, a procedure for crossing the US/Canada border has been documented.
- 8.1.2. The purpose of this procedure is to make Bi-National assistance during an event as expeditious as possible by preparing utilities workers deployed across the U.S./Canada border. The sharing of resource does not stop at the U.S. boundaries. During major events, U.S. companies need to be able to cross our northern border as effectively while maintaining the security of both Canada and the United States

8.2. Procedure Summary

- 8.2.1. It's important to have all information needed to cross the border completed in advance such as vehicle manifest, master roster, information from requesting company (letter of invite), and declaration, if one is available. This is all documented in the procedure. Effective pass through requires advance notice to the specific crossing prior to resources arriving to allow both Canadian and US Border Crossing to prepare.
- 8.2.2. While the procedure does not specifically state an amount of time in advance, this should be a minimum of 8 hours if not more. A courtesy call to either the US Customs and Border Protection Agency or the Canadian Boarder Services Agency is recommended to give advance notice and confirm expectations.
- 8.2.3. To reference the procedure please go to one of the following;
 - EEI Website (<u>https://eei-restorepower.groupsite.com/main/summary</u>)
 Select Restore Power under the Resources tab. The Roster and Border Guidance files are located in the Other Documents section.
 - All Hazards Consortium website (http://www.ahcusa.org/)
 - U.S. Customs (future link)

9. Governance

9.1. Membership

- 9.1.1. Membership in the North Atlantic Mutual Assistance Group is comprised of those companies listed in Section 2.1
- 9.1.2. Membership will be open to investor owned utilities (IOU's), electrical cooperatives, and electric municipals provided such participation does not contradict or violate any internal, local, state or federal statutes or regulations.
- 9.1.3. Membership in the North Atlantic Mutual Assistance Group is free and members are not required to pay any dues or fees. The only financial obligation a member has is to incur the costs of hosting the semi-annual (spring or fall) North Atlantic Group meetings and reimburse responding companies for all expenses incurred when providing mutual assistance.
- 9.1.4. Prospective members seeking to join the North Atlantic Mutual Assistance Group must request admittance by contacting an active officer of the North Atlantic group. The prospective member may be asked to supply additional information and give a formal presentation to the group.
- 9.1.5. Prospective members to the North Atlantic Mutual Assistance Group must be approved for membership by a majority vote of the group.
- 9.1.6. All members will be required to sign the North Atlantic Mutual Assistance Group Statement of Understanding and Endorsement letter.

9.2. Officers

- 9.2.1. Officers shall not incur debt or costs on behalf of the committee or the North Atlantic Mutual Assistance Group and are not liable for the actions of committee members or member companies.
- 9.2.2. Member companies are always responsible for requesting mutual assistance to meet their requirements

ELECTED OFFICERS

- 9.2.3. Chair The Chair for the North Atlantic Group is responsible for:
 - Primary representative for the North Atlantic Group with Edison Electric Institute [EEI], Regional Mutual Assistance Groups [RMAGs] and other groups. Serve as a single point of contact and keep members informed.
 - Conduct semi-annual (spring and fall) or other meetings
 - Designate special working groups and committees

- Provide guidance and direction on North Atlantic Group Guidelines
- Serve as a Mentor and Subject Matter Expert for the Group
- Serve for a term of one (1) year.
- Develop spring and fall meeting agendas with the Vice Chair, Secretary, and designated host company.
- 9.2.4. Vice Chair The Vice Chair for North Atlantic Group is responsible for:
 - Assisting the North Atlantic Group Chair
 - Secondary representative for the North Atlantic Group with Edison Electric Institute [EEI], Regional Mutual Assistance Groups [RMAGs] and other groups
 - Leading special working groups or committees
 - Develop spring and fall meeting agendas with the Chair, Secretary, and designated host company
 - Serve as Mentor and Subject Matter Expert for the Group
 - Serve for a term of one (1) year
 - Succeed the North Atlantic Group Chair at the end of term.
- 9.2.5. Secretary The Secretary for North Atlantic Group is responsible for:
 - Maintain North Atlantic Group rosters and directories
 - Maintain and distribute semi-annual (spring and fall) meeting minutes
 - Maintain and distribute the Emergency Call spreadsheet used during Joint Mobilization Conference calls
 - Maintain all North Atlantic Group documents
 - Maintain the North Atlantic Group website
 - Develop Spring & Fall Meeting Agendas with the Chair, Vice Chair and designated Host Company
 - Assist the Chair and Vice Chair as requested or needed
 - Serve for a one (1) year term.
 - Succeed the North Atlantic Group Vice Chair at the end of term.

9.3. Elections and Voting

- 9.3.1. The North Atlantic Mutual Assistance group will generally come to agreement by consensus. When consensus is not possible or there is to be an election of officers the following rules shall apply.
 - Each member company shall have one (1) vote.
 - A simple majority will be sufficient for most actions, with a quorum consisting of one representative from at least one-half of the member companies.
 - Any modifications of the *North Atlantic Mutual Assistance Guidelines* must be approved by ³/₄ of the member companies.
 - Nominations for Secretary will be accepted prior to and during the Spring Meeting each year.
 - Election of Secretary will occur every year at the Spring Meeting.

- If an officer vacates his/her position before fulfilling their one year term, automatic succession will occur and an election will be conducted at the next scheduled meeting to fill the Secretary position.
- If 2 or more officers vacate their positions before fulfilling their one year term, automatic succession will occur and an election will be conducted at the next scheduled meeting to fill the vacancies.
- Voting will be by voice vote. Secret ballot may be used upon a motion, seconded by a member company.
- Voting by e-mail is permissible. One vote per Member Company shall apply.

9.4. Meetings

- 9.4.1. The North Atlantic Group shall meet semi-annually in the spring and fall of each year.
- 9.4.2. Each North Atlantic member will take their turn hosting the semi-annual (spring and fall) meetings and the Host Company will rotate alphabetically.
- 9.4.3. The Host Company will be responsible for:
 - Assist in developing the meeting agenda with the Chair, Vice Chair and Secretary including coordination with speakers and presenters
 - Scheduling the dates and time for the meeting
 - Coordinate lodging arrangements (i.e. reserve a block of rooms for a set time period) for overnight members
 - Provide the networking dinner the night before the meeting
 - Provide the meeting room and meals
 - Provide audio visual equipment (i.e. laptop, projector, and white boards or equivalent)
- 9.4.4. At all meetings of the North Atlantic Mutual Assistance Group, "Roberts Rules of Order Newly Revised" shall be considered the authority in deciding all points of order and parliamentary law not defined by this guideline.

10. Document Revision History

Version	Prepared By	Summary of Changes	Date
1.0	Merger Team	Initial Guidelines created for the	08/22/2013
á.	-	merger of MAMA, NEMAG, NYMAG	