This New York State Public/Private Utility Mutual Assistance Protocol has been reviewed and endorsed for use by Central Hudson Gas & Electric, Consolidated Edison Company of New York, Inc., Iberdrola USA, National Grid, Orange and Rockland Utilities, Inc. (each of the foregoing investor owned utilities, an "IOU" and collectively, the "IOUs") Members of the Municipal Electric Utilities Association of New York State (MEUA), Members of the New York Association of Public Power (NYAPP), New York Power Authority (NYPAP), and Long Island Electric Utility Servco LLC (a wholly owned subsidiary of PSEG Long Island LLC), as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA for use in the State of New York during an emergency impacting utilities.

Central Hudson Gas & Electric
Charles A. Freni
Senior Vice President - Customer Services

Consolidated Edison, Inc.
Robert Schimmenti, Senior Vice President, Electric Ops.
Consolidated Edison Company of New York

Iberdrola USA
Kevin Walker
Chief Operating Officer

Long Island Electric Utility Servco LLC (a wholly owned subsidiary of PSEG Long Island LLC), as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA
John O'Connell, Vice President Electric Operations

National Grid
Keith McAfee
VP Maintenance & Construction NY Electric Operations

New York Power Authority
Randy Crissman
Vice President – Technical Compliance
New York Association of Public Power
Paul Pallas
President

Delaware County Electric Cooperative
Mark Schneider
CEO/Manager

Otsego Electric Cooperative, Inc.
Steve Rinell
CEO/General Manager

Freeport Electric Utility
Robert T. Kennedy
Mayor

Village of Rockville Centre
Francis X. Murray
Mayor

Green Island Power Authority
Ellen M. McNulty-Ryan
Chairperson

Village of Sherburne
Travis Dubois
Superintendent

Village of Greenport Electric Light and Power Company
George Hubbard
Mayor

City of Sherrill Power and Light
Rob Mumford
Superintendent

Jamestown Board of Public Utilities
David Leathers
General Manager

Steuben Rural Electric Cooperative, Inc.
Wayne Sherwood
General Manager

Oneida-Madison Electric Cooperative
Keith D. Pittman
CEO/General Manager
Municipal Electric Utilities Association of New York State (MEUA)

Tony Modafferi, Executive Director

The members of the MEUA (listed below) agreed to MEUA executing this agreement on their behalf

Village of Akron
Jon Cummings
Manager, Dept. Public Works

Village of Endicott
Dave George
Superintendent of Electric Dept.

Village of Andover
Jeff Smith
Superintendent, Dept. of Public Works

Fairport Municipal Commission
Mitch Wilkie
Electric Dept. Superintendent

Village of Angelica
Heath Gordon
Head of Electric Dept.

Village of Frankfort Electric Department
Joseph Salvaggio
Foreman

Village of Arcade
Larry Kilburn
Superintendent of Public Works

Village of Greene
Jeff Livingston
Electric Superintendent

Bath Electric, Gas & Water Systems
Guy Hallgren
Director of Municipal Utilities

Village of Groton
Stephen Teeter
Supervisor, Electric Dept.

Village of Bergen
Joseph M. Chimino
Electric Superintendent

Village of Holley
Matthew Campbell
Superintendent of Electric & Water

Municipal Commission of Boonville
Kenneth P. Stabb
Electric & Water Superintendent

Village of Ilion
Greg Day
Supervisor

Village of Brocton
Joseph Majkowski
Electric Lineman

Lake Placid Village, Inc.
Peter Kroha
Electric Superintendent

Village of Castile
Tom Wright
DPW Superintendent

Village of Little Valley
David Reynolds
Superintendent of Public Works

Village of Churchville
Paul Robinson
Superintendent of Public Works
<table>
<thead>
<tr>
<th>Village of Marathon</th>
<th>Village of Silver Springs</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Parmiter</td>
<td>James A. Nauert</td>
</tr>
<tr>
<td>Electric Superintendent</td>
<td>Superintendent of Public Works</td>
</tr>
<tr>
<td>Massena Electric Department</td>
<td>Skaneateles Electric Light</td>
</tr>
<tr>
<td>Andy McMahon</td>
<td>Shannon Harty</td>
</tr>
<tr>
<td>General Manager</td>
<td>Director of Municipal Operations</td>
</tr>
<tr>
<td>Village of Mayville</td>
<td>Village of Solvay</td>
</tr>
<tr>
<td>Matt Schumaker</td>
<td>Joseph Hawksby</td>
</tr>
<tr>
<td>Electric Line Leader</td>
<td>Electric Department Superintendent</td>
</tr>
<tr>
<td>Mohawk Municipal Commission</td>
<td>Village of Spencerport</td>
</tr>
<tr>
<td>Michael Shedd</td>
<td>Owen McIntee</td>
</tr>
<tr>
<td>Co-Superintendent of Electric Dept.</td>
<td>Electric Superintendent</td>
</tr>
<tr>
<td>Penn Yan Municipal Utilities Board</td>
<td>Village of Springville</td>
</tr>
<tr>
<td>Brent Bodine</td>
<td>Kenneth W. Kostowniak</td>
</tr>
<tr>
<td>Director of Public Works</td>
<td>Superintendent of Public Works</td>
</tr>
<tr>
<td>Village of Philadelphia</td>
<td>Village of Theresa</td>
</tr>
<tr>
<td>Philip Hughes Jr.</td>
<td>Scott Sampson</td>
</tr>
<tr>
<td>Superintendent of Public Works</td>
<td>Superintendent of Public Works</td>
</tr>
<tr>
<td>Plattsburgh Municipal Lighting Department</td>
<td>Village of Tupper Lake</td>
</tr>
<tr>
<td>William Treacy</td>
<td>Marc Staves</td>
</tr>
<tr>
<td>Manager</td>
<td>Electric Superintendent</td>
</tr>
<tr>
<td>Village of Richmondville Power and Light</td>
<td>Village of Watkins Glen</td>
</tr>
<tr>
<td>Jeff VanDusen</td>
<td>Minard LaFever</td>
</tr>
<tr>
<td>Superintendent</td>
<td>Manager of Electric Dept.</td>
</tr>
<tr>
<td>Village of Rouses Point</td>
<td>Village of Wellsville</td>
</tr>
<tr>
<td>Brian Pelkey</td>
<td>William Whitfield</td>
</tr>
<tr>
<td>Public Works Superintendent</td>
<td>Director of Public Works</td>
</tr>
<tr>
<td>Salamanca Board of Public Utilities</td>
<td>Village of Westfield</td>
</tr>
<tr>
<td>Keith King</td>
<td>Andrew Thompson</td>
</tr>
<tr>
<td>General Manager</td>
<td>Director of Public Works</td>
</tr>
</tbody>
</table>
Table of Revisions

This document will be reviewed by all parties on a semi-annual basis unless otherwise necessary. Documentation of this review and any revisions will be documented in the table below. Written updates will be distributed electronically to each agency point of contact for inclusion in their appropriate policies, procedures etc.

When inserting revisions the person revising the document shall complete and initial the table below

<table>
<thead>
<tr>
<th>Revision #</th>
<th>Date</th>
<th>Section/Page(s)</th>
<th>Change</th>
<th>Revised By</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Oct 2015</td>
<td>Original Issue</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>February 2016</td>
<td>4-6</td>
<td>Formatting &amp; Names</td>
<td>J.T. Flick</td>
</tr>
</tbody>
</table>
# Table of Contents

Table of Revisions .......................................................................................................................... 8
1. Executive Summary .................................................................................................................. 10
2. Introduction ............................................................................................................................. 11
2.1. Mission Statement ............................................................................................................. 11
2.2. Purpose ............................................................................................................................... 12
2.3. Scope .................................................................................................................................. 14
3. Organization Information ........................................................................................................ 14
4. General Guidelines ................................................................................................................... 14
5. Rules of Engagement ................................................................................................................ 13
6. Requesting Organization Responsibilities ............................................................................... 14
7. Responding Organization Responsibilities ............................................................................... 15
8. Liability ................................................................................................................................... 17
9. Confidentiality ......................................................................................................................... 18
10. Freedom of Information Law ................................................................................................ 18
11. Appendices ............................................................................................................................ 19
1. Executive Summary

The New York Public/Private Utility Mutual Assistance Protocol (the “Protocol”) is an outline of general principles and practices for the New York State utilities to follow enabling them to leverage a public/private partnership among the utilities within New York State providing access to critical resources to facilitate and expedite utility restoration following an emergency impacting the customers and visitors of New York State. The foundation of this Protocol draws upon the concepts which have been utilized by members of but not limited to; the North Atlantic Mutual Assistance Group (NAMAG) and New England Public Power Association (NEPPA) mutual assistance programs. This program is intended to be flexible in every respect, since it is not possible to predict exactly what the nature or scope of an emergency will be. It is flexible in allowing individuals in command to call upon further reserves of personnel, supplies, equipment, and space as required, but in an organized, documented and logical manner. The Protocol is not intended to usurp any organization’s primary means of securing additional assistance, rather to provide a secondary source for such additional assistance by providing access to additional potential resources within New York State.
2. **Introduction**

2.1 **Mission Statement**
The mission of the New York State Public/Private Utility Mutual Assistance Protocol is:

To serve as a mechanism to leverage the public/private partnership among the utilities within New York State providing access to critical resources (material, equipment, and personnel) to facilitate and expedite utility restoration following an emergency impacting the customers and visitors of New York State.

2.2 **Purpose**
This Protocol outlines the process for public and private utility organizations within New York State to identify, request and share resources among one another in response to an event which cause, or may have the potential to cause impact to the utility infrastructure serving the residents and visitors of New York State.

2.3 **Scope**
The scope of this Protocol is:

2.3.1 To provide a forum to ensure safe, effective and coordinated mutual assistance, regional response and service restoration for customers of member utilities and the public power agencies within New York State during an emergency.

2.3.2 To provide an enhanced line of communications between participating organizations and New York State.

2.3.3 To minimize risk to all parties by agreeing to provide assistance (material, personnel and equipment) on a not-for-profit¹ basis, and agreeing that Requesting Organization(s) will reimburse Responding Organization(s) for all expenses incurred in providing the assistance.

2.3.4 To adhere to and operate in accordance with the procedures contained in this Protocol.

2.3.5 To document the procedures that are to be followed during a time when mutual assistance is required by one or more of the agencies who are party to this Protocol.

3. **Organization Information**
This Protocol applies to the organizations listed in Appendix A of this document. The points of contact and contact information for all of the participating organizations can be found in Appendix A of this Protocol.

4. **General Guidelines**

4.1 **Personnel Safety**

4.1.1. Whether providing or receiving assistance, personnel safety will be the preeminent objective and responsibility of all participants. Any questions or concerns arising about

¹“Not for profit” in the context of this document refers to organizations charging for actual costs incurred during mutual assistance assignment(s) and will not “markup” costs to profit on services rendered under this Agreement
any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Organization(s).

4.1.2. The Requesting Organization agrees to make every effort to avoid moving Responding Organization personnel into harm’s way during the initial, first-wave mobilization.

4.1.3. Responding Organization will follow its own safety rules, except as noted in paragraphs 4.1.6 and 4.1.7 below.

4.1.4. Responding Organization is responsible for following its own personal protective grounding practices.

4.1.5. Responding Organization will immediately report any and all accidents to Requesting Organization (both incidence and injury).

4.1.6. Switching procedures will be handled as the Requesting Organization designates, provided that the procedures do not violate the safety rules of the Responding Organization.

4.1.7. Requesting Organization will provide information on their switching and tagging rules. Requesting Organization switching/blocking tags will be used.

4.1.8. Security personnel requirements shall be discussed and mutually agreed upon by the Requesting and Responding Organizations prior to deployment of armed Security Personnel.

4.1.9. Any deployment of “Security Personnel” must comply with Federal, Provincial, State, Local and Tribal regulations.

4.2. Maintenance of Contact Roster

4.2.1. In order to facilitate efficient communication and response, participating organizations will share the following information:
- The names, contact information (work phone, home phone, cellular phone, and e-mail addresses) for at least two (2) individuals authorized to participate in Joint Mobilization Activities on behalf of their organization.

4.2.2. Each organization will be responsible for maintaining and updating the Member Organization Contact Roster at least every three months.

4.2.3. NYAPP and MEUA are responsible for maintaining current contact rosters of their respective members and are the primary points of contact for the municipal/cooperative resources.

4.3. Code of Conduct

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

4.4. Definition of Emergency Assistance Period

4.4.1. Members agree that the emergency assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Organization in response to the Requesting Organization’s needs. This includes any request for the Responding Organization to prepare its employees and/or equipment for travel to the Requesting Organization’s location but to await further instructions before departing. This preparation time should begin when normal work activities for the Responding Organization stops and preparations dedicated to supporting the off system effort begin. Except as noted in paragraph 4.4.3, the emergency assistance period shall terminate when such employees and/or materials 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.).
4.4.2. The length of stay by Responding Organization personnel will be mutually agreed to by both organizations. 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 extend beyond this time frame, members agree that Responding Organization personnel will usually be changed out (rotated) rather than take extended reset periods (days off). Responding and Requesting Organizations may agree upon exceptions to this procedure.

4.4.3. It is understood and agreed that if Responding Organization’s or its Holding Company’s system or members is threatened during any time after it has mobilized to provide mutual assistance, any part or all of the Responding Organization’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 Organization.
- If recall of Responding Organization’s workforce becomes necessary, the Requesting Organization will be responsible for all expenses incurred by Responding Organization until the Responding Organization returns home and vehicles are cleaned and stocked for normal work activities.
- If responding Organization’s workforce is recalled to another of the Responding Organization’s locations other than their original point of origin, the Requesting Organization will be responsible for travel costs to the alternate location not to exceed that which would have been incurred had the workforce returned to their original point of origin.

5. Rules of Engagement

5.1. Rules of Engagement Procedures

5.1.1. Members agree to adhere to the procedures contained in this Section 5 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 organizations during emergencies.

5.1.2. When any member Organization has a need for additional resources, that Organization will utilize its primary means of securing additional assistance first.

- In the case of the IOUs, this means that the utilities will first engage the NAMAG organization by requesting the needed assistance.
- In the case of the municipal and cooperative organization, this means requesting assistance through NYAPP and MEUA.

5.1.3. In the event a need still exists; one (1) representative from each of the four (4) groups (the IOU’s, MEUA, NYAPP and NYPAC) will convene a joint mobilization call to ascertain if additional resources are available to fill the need.

5.1.4. Any organization listed in section 5.1.3 above, may initiate 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.

5.1.5. 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 organizations or systems expecting to be impacted and the potential damage to each.
5.2. **Responsibilities of Organization Initiating Request for Resources**

5.2.1. The Requesting Organization\(^2\) will serve as moderator for the conference call or ask another member to moderate. The moderator will:

- Present an estimate of impact. 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.

- 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 organizations; 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.

- Establish update calls as needed

5.3. **Responsibilities of Non-Initiating Organizations**

- Non-threatened / non-impacted members should be prepared to specify the numbers of employee (distribution line, transmission line, vegetation management) available to assist impacted organizations or systems, including an estimate of when these resources can be dispatched.

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

5.4. **Resource Allocation and Mobilization**

5.4.1. When more than one Organization has requested emergency assistance, all members understand and agree that it is the responsibility of the Requesting Organizations to agree upon the allocation of the available resources.

5.4.2. Members agree that, in general, resources will be allocated on the basis of severity of need, based on:

- Impact – percentage / degree of system loss and estimated time customers will have been without power.

- Travel time.

- Resources already secured either through existing contracts and/or other mutual assistance processes

- The intent will be to allocate available resources to meet all member Organization needs in the most efficient and equitable manner possible.

---

\(^2\) Resources requested by a municipal or cooperative utility will be made by either NYAPP or MEUA on behalf of the affected utility.
5.4.3. Members agree that final dispatch of committed resources is to be coordinated directly between the Requesting Organization and the Responding Organization.

5.5 Joint Mobilization Call Documentation

5.5.1 During each call, a member will be designated the responsibility for documenting crew allocations and email the minutes to the individuals on the call.

6. Requesting Organizations Responsibilities

6.1 Requesting Organization – Responsibilities Prior to Mobilization

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

6.1.2 The Requesting Organization is expected to inform the Responding Organization if their requirements for the maintenance of receipts differ from the procedures stated in paragraph 7.2.4.

6.1.3 To facilitate communications, the Requesting Organization may opt to provide a single point of contact (Coordinator) to interact with the Responding Organization.

6.1.4 The Requesting Organization is encouraged to communicate general guidelines with Responding Organizations and systems. 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.

6.2 Requesting Organization – Responsibilities During Emergency Assistance Period

6.2.1 The Requesting Organization will establish expectations for work, including start time and duration.

6.2.2 The Requesting Organization will provide materials unless specifically noted otherwise.

6.2.3 When necessary, the Requesting Organization will provide a guide with communications capability to assist responding team leaders.

6.2.4 The Requesting Organization will provide vehicle security for parking areas unless specifically agreed otherwise.

6.2.5 With the exception of food and lodging during travel to and from the final work site, the Requesting Organization will handle all food, lodging and incidental support needed by Responding Organization unless both organizations and members agree for Responding Organization to handle these logistics.

6.2.6 Requesting and Responding organizations should agree on the provision of laundry services.

6.2.7 Requesting Organization shall reimburse the Responding Organization for lodging and will not pay for additional hotel-related expenses unless agreed to by the Requesting Organization 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.

6.3 Requesting Organization - Procedures for Releasing Responding Organization(s)

6.3.1 Each Requesting Organization will develop a proposed “Release Schedule” as soon as possible before releasing any utility crews. This release schedule will include:

- Names of the organization to be released
- The numbers of workers from each organization being released
The coordinator of the crews being released
The date and approximate time the crews expect to be released.

6.3.2 The Requesting Organization must recognize that the resources are being provided to assist with an emergency. After the urgent restoration work has been completed the organization that obtained help agrees NOT to retain personnel solely to perform maintenance, street lighting work, or clean up type work (unless otherwise agreed to) and will aggressively work to release personnel.

6.3.3 If there are other organizations that need additional resources at the time of the release, it will be the decision of the Responding Organization or members as to whether they elect to move on to another mutual assistance assignment.

6.3.4 If resources are being release by one organization, and they elect to continue on to another impacted organization, they will go through the same allocation process as they did in their initial allocation.

6.4 Requesting Organization – Responsibility for Reimbursement of Expenses

6.4.1 Members and organizations understand and agree that the provision of emergency mutual assistance is a not-for-profit endeavor\(^3\) for Responding Organization(s) and members. Therefore, the Requesting Organization will reimburse all costs and expenses incurred by the Responding Organization in the provision of the emergency assistance for the entire emergency assistance period as defined in section 4.4 above.

6.4.2 If Responding Organization resources are released after mobilization but before being utilized, the Requesting Organization will reimburse Responding Organization 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.

6.4.3 During emergencies impacting more than one member, Responding Organization resources may be re-assigned either: en route to the Requesting Organization; at an initial staging area before reaching the Requesting Organization; or at the Responding Organization’s final staging area. Additionally, resources may be assigned to assist a second Requesting Organization after completing work for the initial Requesting Organization. Note: In any of these instances, unless otherwise mutually agreed, the utility that receives the re-assigned Responding Organization resources will be responsible for all Responding Organization costs from the time of re-assignment.

6.4.4 Provided proper supporting documentation is included, the Requesting Organization should pay all (preliminary and final) invoice(s) from Responding Organization or members within 90 calendar days after receipt of invoice(s).

7. Responding Organization Responsibilities

7.1 Responding Organization – Responsibilities Prior to Mobilization

\(^3\) "Not for profit" in the context of this Protocol refers to organizations and members charging for actual costs incurred during mutual assistance assignment(s) and will not “markup” costs to profit from services rendered under this Agreement.
7.1.1 To the extent possible, the Responding Organization 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.

7.1.2 To facilitate communications, the Responding Organization may opt to provide a single point of contact (Coordinator) to interact with the Requesting Organization.

7.1.3 Responding Organization will complete and forward an employee roster with all relevant employee, vehicle, and contact information, before departing their home location.

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

7.1.5 In certain situations, the Requesting Organization may not have the capacity to effectively on-board and control small groups of resources. In these situations, every attempt will be made by the Responding Organization(s) to group the responding resources into a size that the Requesting Organization or member can effectively utilize. The Responding Organization(s) will make every attempt to assemble and arrive as a single unit and provide their own supervision incorporating a manageable span of control.

7.1.6 Upon request, the Responding Organization shall provide the Requesting Organization with a copy of associated labor contracts.

7.2 Responding Organization — Responsibilities During Emergency Assistance Period

7.2.1 Responding Organization will handle all communication needs within their teams to ensure continuous communication capabilities.

7.2.2 The Responding Organization 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.

7.2.3 Responding Organization will maintain daily records of time and expenses for personnel and equipment. This documentation will be provided with their preliminary invoice.

7.2.4 Unless otherwise agreed prior to mobilization, members agree that Responding Organization(s) 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.

7.2.5 Notwithstanding anything herein, the Requesting Organization and the Responding Organization may mutually agree to a different invoicing method than that outlined in Appendix B; however every effort should be made to agree upon invoicing terms before deployment.

7.3 Responding Organization — Responsibilities End of Emergency Assistance Period

7.3.1 Responding Organization should submit their "preliminary invoice" to Requesting Organization within 30 calendar days from date released by the Requesting Organization. Responding Organization will provide supporting documentation at the time the preliminary invoice is mailed. Requesting Organization should receive final invoice within 60 calendar days from invoice date of preliminary invoice.

7.3.2 Responding Organization(s) and members 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 Organization.

8. Liability

8.1 Due to the compressed time frames associated with the rendering of mutual assistance, organizations 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.

8.2 When rendering mutual assistance to one another and with specific regard to all liability for loss,
damage, cost or expense, organizations and members agree as follows:

8.2.1 Requesting Organization or members shall indemnify, hold harmless and defend the
Responding Organization or member from and against any and all liability for loss,
damage, cost or expense which Responding Organization or member 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 result from furnishing
emergency assistance and whether or not due in whole or in part to any act, omission, or
negligence of Responding Organization or members 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 Organization or members. Where payments
are made by the Responding Organization or members under a workmen's compensation
or disability benefits law or any similar law for bodily injury or death resulting from
furnishing emergency assistance, Requesting Organization or members shall reimburse
the Responding Organization or members 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 Organization or members.

8.2.2 In the event any claim, request for information, or demand is made or suit or action is
filed against Responding Organization or members alleging liability for which Requesting
Organization or members shall indemnify and hold harmless Responding Organization
under paragraph 8.2.1 above, Responding Organization or members shall promptly notify
Requesting Organization or members thereof, and Requesting Organization or members
at its sole cost and expense, shall settle, compromise or defend the same in such manne-
as it in its sole discretion deems necessary or prudent. Responding Organization or
members shall cooperate with Requesting Organization or members' reasonable efforts to
investigate, respond, defend and settle the claim request, or lawsuit.

8.2.3 In the event any claim, request for information, or demand is made or suit or action is
filed against Requesting Organization or member alleging liability during an Emergency
Assistance Period as defined in section 4.4.1 above, Requesting Organization or members
shall promptly notify all Responding Organization or members. All parties shall cooperate
with reasonable efforts to investigate, respond, defend, and the settle the claim, request
or lawsuit.

9. Confidentiality

9.1 Members understand and agree that invoicing details, including associated expenses and
related information and conversations between member utilities during conference calls,
including discussions regarding crew location and allocation (the “Confidential
Information”) are confidential and proprietary to the disclosing member. Therefore,
members agree not to share or release any Confidential Information unless mutually
agreed.

9.2 The members expressly acknowledge that they are subject to regulation by various state
and federal regulatory agencies and that they may from time to time disclose Confidential
Information to such regulatory agencies. In the event of such disclosure to regulatory
agencies, the disclosing member shall seek to have the applicable regulatory agency afford
confidential treatment to the Confidential Information.
10. Freedom of Information Law

10.1 If a member is subject to freedom of information laws, including without limitation, the New York State Public Officers Law Article 6 Sections 84-90 (such laws, collectively, “FOIL”) and such member (the “FOIL Party”) receives a request for the disclosure of Confidential Information of another member (the “Disclosing Party”), the FOIL Party, shall:

- Notify the Disclosing Party of the request;
- Provide the Disclosing Party with the information the FOIL Party intends to provide in response to the FOIL request;
- Provide the Disclosing Party the opportunity to provide information regarding the need for confidential treatment;
- Evaluate the third party’s request for disclosure and the Disclosing Party’s request for confidential treatment; and
- Determine if the Confidential Information is subject to disclosure under FOIL.

10.2 If the FOIL Party determines that Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy.
Appendices

Appendix A – Organization Information

Appendix B – Invoice Template