

N.M.A.A

**Northwest Mutual
Assistance Agreement**

Northwest Mutual Assistance Agreement

Table of Contents

PREAMBLE2

1. DEFINITIONS2

2. EMERGENCY PLANNING COMMITTEE (EPC)3

3. UNDERLYING EMERGENCY SERVICE EXPECTATIONS3

4. EMERGENCY COMMUNICATIONS4

5. CONTRACTUAL ARRANGEMENTS4

6. INVOICING5

7. APPLICABLE LAW / DISPUTE RESOLUTION5

8. LIMITATION OF LIABILITY5

9. MEMBERSHIP5

10. APPENDICES7-10

APPENDIX A: MEMBER COMPANIES AND EPC REPRESENTATIVES

APPENDIX B: EMERGENCY CONTACTS

APPENDIX C: REQUEST FOR MEMBERSHIP

NORTHWEST MUTUAL ASSISTANCE AGREEMENT

PURPOSE

Each signatory to this Agreement is an entity that utilizes, operates or controls natural gas transportation and/or storage facilities in the Pacific Northwest (British Columbia, Alberta, Washington, Oregon, Nevada, and Idaho). Each entity participating in this agreement has a responsibility or mandate to exercise due diligence in its operations and planning to be able to provide and maintain firm service during emergency condition(s) and to restore normal service to its customers as quickly as possible after such events occur; and all participants have a vested interest in maintaining a secure, reliable regional natural gas system.

There is no membership (i.e., signatory) limitation to this Agreement and membership is voluntary. The emergency responses which members are asked to provide to other members needing assistance are emergency supply and/or emergency service.

In the event of a major emergency in the Pacific Northwest, it is expected that many or all parties who are signatories to this Agreement could be directly involved in providing assistance. With the combined assistance of these parties, it is expected that the impact and duration of an emergency condition to affected regional markets could be minimized.

This Agreement is intended to define the terms and conditions for cooperation and/or assistance between the parties in an emergency if such aid is volunteered. Another objective is to maintain and improve communication linkages between the Members as they pertain to emergency planning and incident response. However, it does not impose any obligation whatsoever on the parties to provide or continue cooperation, aid or assistance.

1. DEFINITIONS

- a) Affected Member: A Member experiencing an Emergency Condition.
- b) Assisting Member: A Member providing Emergency Service to the Affected Member.
- c) Emergency Condition: That situation which exists when an unplanned event causes, or is likely to cause, a supply shortfall to firm customers or markets beyond the abilities of a Member to manage.
- d) Emergency Service: The service provided, by mutual agreement, from an Assisting Member to an Affected Member during an Emergency Condition.
- e) Members: The companies listed in Appendix A of this Agreement.

Northwest Mutual Assistance Agreement

- f) Northwest Mutual Assistance Agreement ("Agreement" or "NMAA"): The pre-arrangements as set out herein to assist in the management of an Emergency Condition.

2. EMERGENCY PLANNING COMMITTEE (EPC)

- a) Each Member will have one representative on the EPC. The EPC will operate by majority rule, with each Member having one vote. The EPC representatives (which may be changed from time to time by notifying the Chair and The Western Energy Institute ("WEI") in writing) are listed in Appendix A.
- b) The EPC will plan to hold two meetings annually. A spring meeting is intended to be held in the 2nd quarter to review the previous winter operations, make recommendations to revise the agreement, as necessary, and make plans to implement the changes prior to the following winter season. A fall meeting is intended to be held to review the changes and discuss the upcoming winter season.
- c) To facilitate communications among the Members, the EPC will maintain a listing of key contact information for all Members' gas acquisition, scheduling, gas control, and public relations representatives, and others as the EPC may deem appropriate, as Appendix B to this Agreement.
- d) A Chair and Vice-Chair of the EPC will be chosen from the representatives of the Member companies (and will serve without remuneration). These positions will generally serve for two years, with a year being defined as November 1 to October 31.
- e) The Chair, with assistance from WEI, will administer the EPC, which will include organizing meetings, ensuring that the EPC list is reviewed and updated, and overseeing changes to the Agreement, as agreed upon, prior to the start of each winter operating season.
- f) The Vice-Chair, with assistance from WEI, shall keep and distribute minutes and maintain and review the emergency contacts list (Appendix B) and distribute updates to the EPC whenever appropriate. Neither the Chair, the Vice-Chair nor WEI will be held liable for any matters whatsoever arising from their involvement in these positions, the actions or arrangements between or among the Members, or implementation of any plan.
- g) The EPC may modify this agreement from time to time by simple majority rule. Changes may be recommended to the Chair and WEI in writing; the Chair and WEI will consolidate any such changes and work to achieve acceptance from members by majority rule.

3. UNDERLYING EMERGENCY SERVICE EXPECTATIONS

- a) Notwithstanding any other terms or conditions in this Agreement or its Appendices, any activity performed by an Affected or Assisting Member shall:
 - i. Be agreed upon by the Affected and Assisting Members;
 - ii. Be subject to the Member's contractual and operational limitations; and
 - iii. Be subject to all applicable tariffs, regulations and policies.
- b) Each Affected Member shall be responsible for initiating requests for assistance, and detailing requirements, expected duration and such other information reasonably needed to determine the severity of the emergency.
- c) Each Assisting Member will notify the Affected Member of the level of Emergency Service that can be made available.
- d) Terms and conditions for Emergency Services shall be as mutually agreed between the Affected Member and Assisting Member.
- e) The transporting pipeline(s) will use reasonable efforts, within their existing tariffs, agreements and applicable regulations, to facilitate the necessary services.

4. EMERGENCY COMMUNICATIONS

- a) In an Emergency Condition that affects multiple Members, the Member pipeline company whose system is primarily affected by the Emergency Condition shall promptly notify all shippers and connecting pipelines of the Emergency Condition, and convene an emergency meeting of the EPC, via teleconference, to discuss the Emergency Condition, including estimated duration and possible mitigation alternatives.
- b) In the event of an extended, extreme weather forecast, the EPC Chair or Vice Chair may convene an emergency meeting, via teleconference, to discuss regional system status and preparedness.
- c) Arrangements for Emergency Services, however, shall be made via bilateral discussions between members.

5. CONTRACTUAL ARRANGEMENTS

- a) Each Member should have a form of enabling agreement in place with each other member (or at least several members) governing the purchase and sale of natural gas related services and supply (e.g., NAESB contract). Each Member shall be responsible

Northwest Mutual Assistance Agreement

for making such arrangements with each other Member before Emergency Service transactions take place.

6. INVOICING

- a) The Assisting Member will issue an invoice to the Affected Member pursuant to the terms of the underlying enabling agreement governing the transactions.

7. APPLICABLE LAW / DISPUTE RESOLUTION

- a) Nothing in this Agreement is intended to modify or change the terms of the underlying enabling agreement between the Members, or between an Assisting Member and an Affected Member including, but not limited to the applicable law and dispute resolution provisions of such underlying enabling agreement.
- b) Each Member agrees that its activities pursuant to this Agreement will and are intended to comply with all applicable laws, including all applicable antitrust laws.

8. LIMITATION of LIABILITY

- a) Under no circumstances whatsoever shall a Member be liable to any other member for any losses or damages resulting from or arising out of any alleged or actual default by the Member with respect to this Agreement or any failure to performance related hereto, howsoever caused, including without limitation, any lost or prospective profits or any other special, indirect, incidental or consequential losses or damages.

9. MEMBERSHIP

- a) Requests for membership in the NWMAA shall be made in writing to the Chair of the EPC by completing and signing the Request for Membership form (attached hereto as Appendix C). By signing the Request for Membership form, applicant acknowledges its acceptance of the terms of this Agreement. Upon acceptance of the application by the EPC, such acceptance not to be unreasonably conditioned, the Chair of the EPC will notify the applicant of the effective date of the applicant's NWMAA membership.
- b) Any Member may terminate its participation in the NWMAA upon written notice to the Chair of the EPC.

10. APPENDICES

Each member is responsible to ensure that the information contained in the Appendices is current. Changes should be communicated in writing to the Chair, Vice-Chair and WEI.

Northwest Mutual Assistance Agreement

Appendix A - Member Companies & EPC Representatives

COMPANY	EPC REPRESENTATIVE	PHONE	CELLULAR	E-MAIL	FAX
Avista Corp.	Steve Harper, Director Gas Supply	509-495-2076	509-981-5809	Steve.Harper@avistacorp.com	509-495-8490
FortisBC Energy Inc.	Bryan Lane, Midstream Operations Manager	604-592-7892	604-831-1359	Bryan.Lane@fortisbc.com	604-592-7895
Cascade Natural Gas	Chris Robbins, Manager Gas Supply	509-734-4588	425-879 0123	chris.robbins@cngc.com	509- 734-9834
Clark County PUD	Terry Toland, Energy Manager	360-992-3060	360-953-9137	ttoland@clarkpud.com	360-992-3091
BPA	Fran Halpin	503-230-7545	503-705-2880	fjhalpin@bpa.gov	503-230-5377
Idaho Power	Mike Polito	208-388-2538	208-859-8408	mpolito@idahopower.com	
Intermountain Gas	Marty Benson, Gas Supply	208-377-6121		Marty.Benson@intgas.com	
Northwest Natural Gas	Randolph S. Friedman Director, Gas Supply	503-721-2475	503-650-1234	randy.friedman@nwnatural.com	503-220-2421
PacifiCorp	Bruce Evans, Manager, Gas	503-813-7036	503-516-2124	Bruce.evans@pacificorp.com	
Pacific Northern Gas Ltd.	Craig Donohue, Director Regulatory Affairs and Gas Supply	604-691-5673	604-868-7955	cdonohue@png.ca	607-697-6210
TransCanada	Jay Story, Director Gas Control and Transportation	503-883-4309	503-709-3506	Jay_Story@transcanada.com	503-833-4395
Portland General Electric	Val Yildirok, Manager, Fuels Trading	503-464-7565	503-702-1167	Val.Yildirok@pgn.com	503-464-7157
Puget Sound Energy	Clay Riding, Director, Natural Gas Resources	425-462-3179	425-985-7077	Clay.Riding@pse.com	425-456-2481
Ruby Pipeline	Dean Makings, Manager, Gas Control	719-520-4766	719-659-3523	Dean.makings@elpaso.com	719-667-7946
Seattle City Light	Jerry Koenig, Emergency Management Strategic Advisor	206-684-3095	206-794-1593	Jerry.koenig@seattle.gov	206-615-1191
Spectra Energy	Michael Parker, Manager Daily Commercial Operations	403- 699-1503	403-510-4002	MJParker@spectraenergy.com	403-699-1619
Tacoma Power	Bill Dickens, Sr. Utilities Economist	253-502-8553	850.459.6890	bdickens@ci.tacoma.wa.us	253-502-8628
Northwest Pipeline GP	Jan Caldwell Terry Hardman	801-584-7155 801-584-6522	801-580-8563 801-580-7923	Jan.m.caldwell@williams.com Terry.w.hardman@williams.com	801-584-7076 801-584-6816

EPC Chair Clay Riding, Puget Sound Energy

EPC Vice-Chair Jan Caldwell, Northwest Pipeline GP

Northwest Mutual Assistance Agreement

Appendix B - Emergency Contacts

COMPANY		Gas Control	Gas Scheduling	Emergency Call Center	Public Relations
Avista Corp.	Telephone: Fax: Email: Cellular: Satellite:	(509) 495-5631*	(509) 495-8001* (509) 495-8490 #gasscheduling@avistacorp.com	(509) 495-4859*	(509) 495-4174*
FortisBC Energy Inc.	Telephone: Fax: Email: Cellular: Satellite:	(604) 592-7500 (604) 592-7610 gas.control@fortisbc.com * (866) 447-9335*	(604) 592-7799* (604) 592-7895* tradelog@fortisbc.com (604) 632-6634*	(604) 576-7163* (604) 576-7027 service.centre@fortisbc.com (866) 447-9420	(604) 592-7801
Cascade Natural Gas	Telephone: Fax: Email: Cellular: Satellite:	WBI Gas Control (701) 530-1648 WBIGOGasControl@WBIP.com	MDU Gas Supply (701) 222-7930 (701) 220-3695	(888) 522-1130	MDUR (701) 530-1093 Mark.Hanson@MDUResources.com
Clark County PUD	Telephone: Fax: Email: Cellular: Satellite:		509-688-6110 (Shell)	360-992-3073 (RRGP Control Room)	360-992-3238 (Erica Erland)
BPA	Telephone: Fax: Email: Cellular: Satellite:			Senior Dispatcher Dittmer (Primary POC) 360-418-2282 Munro (Backup POC) 509-465-0315	800-622-4519
Idaho Power Company	Telephone: Fax: Email: Cellular: Satellite:	(208) 388-5275 (208) 388-5234	(208) 388-5275 (208) 388-5234 Danderson3@idahopower.com	(208) 388-2672	(208) 388-2200
Intermountain Gas Company	Telephone: Fax: Email: Cellular: Satellite:	WBI Gas Control (701) 530-1648 WBIGOGasControl@WBIP.com	(208) 377-6121 Marty.Benson@intgas.com	(888) 522-1130	MDUR (701) 530-1093 Mark.Hanson@MDUResources.com
Northwest Natural Gas	Telephone: Fax: Email: Cellular: Satellite:	(503) 224-3532* (503) 721-2507* (503) 367-7039* 8816-2241-7451	(503) 226-4211, x. 4616 (503) 220-2421 rfm@nwnatural.com (503) 819-9784	(800) 422-4012*	(503) 818-9845*
PacifiCorp	Telephone: Fax: Email: Cellular: Satellite:		503-813-7036 503-516-2124	503-813-5394	
Pacific Northern Gas Ltd.	Telephone: Fax: Email: Cellular: Toll Free: Satellite:	(604) 691-5566 (604) 691-5668 (800) 420-4977 (600) 700-3787	(604) 592-7799* (604) 592-7895* tradelog@fortisbc.com (604) 632-6634*	See Gas Control	See Gas Control

APPENDIX C

Request for Membership

