

departments in the state of Georgia within the AGL service territory within one year of a Commission order adopting this Settlement Agreement.

3.

AGL will spend \$70,000 on educational programs to promote damage prevention with water and sewer organizations in Georgia within a three-year period following a Commission order adopting this Settlement Agreement. AGL agrees to work with the Pipeline Safety Staff in this effort.

4.

AGL will make a voluntary contribution of \$70,000 to the Georgia Pipeline Emergency Responder Initiative (GPRI) within forty-five (45) days of a Commission order adopting this Settlement Agreement that will be paid in certified funds and will be made payable as determined by the Commission.

5.

All costs incurred related to compliance with this Settlement Agreement will be timely booked in accordance with the Uniform System of Accounts prescribed for Natural Gas Companies subject to the Provisions of the Natural Gas Act. AGL acknowledges that the expenditures set forth in ¶¶ 2, 3, and 4 herein are not recoverable through regulated rates.

6.

If complications arise as to compliance with and/or implementation of this Settlement Agreement, AGL and Commission Staff agree to work in good faith to resolve any such complications.

7.

The Parties agree that this Settlement Agreement is a just and reasonable disposition of any fine or penalty that the Commission could have assessed against AGL in connection with the incident on August 17, 2018 in Homerville, Georgia, including without limitation the NOPVs.

8.

This Settlement Agreement shall not become effective until and unless it is approved by the Commission, at which time the Parties anticipate that the Commission will enter an Order adopting and incorporating the terms and conditions of this Settlement Agreement.

9.

The undersigned authorized representative of AGL acknowledges by his signature below that he has read this Settlement Agreement and understands its contents. The undersigned further acknowledges his Settlement Authority on behalf of AGL and agrees on behalf of AGL to the resolution of this proceeding as provided for herein.

This ___ day of September 2019.