

WATER & WASTEWATER FACILITY OPERATOR MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT MADE IN DUPLICATE this _____ day of _____ A.D. 201_

BETWEEN:

(Municipality or Owner of Utility)

And

(Municipality or Owner of Utility)

WHEREAS a local emergency could affect a municipal water or wastewater facility, requiring additional certified operators for the safe operations of these facilities;

AND WHEREAS the availability of municipal water and wastewater facility operators are limited;

AND WHEREAS it is prudent to ensure the safety of the public and environment;

AND WHEREAS in some situations it may be necessary to request assistance from other municipalities with certified water and wastewater operators to maintain the health and safety of the public and environment;

AND WHEREAS the above named municipal corporations wish to make pre-arrangements for expedited emergency action in support of each other when affected or threatened by an emergency that requires the assistance of a certified water or wastewater operator.

NOW THEREFORE BE IT RESOLVED THAT the above named parties agree as follows;

- 1) Any one of the parties to this agreement may request mutual aid from the other party if in need of assistance in a local emergency, to maintain the health and safety of the listed water and waste water facilities as listed in "Appendix A" subject to the following;
 - a.) Any call for aid may be made by the municipality requiring assistance under this agreement in the event of a local emergency, which is a situation where the water and waste water facilities are in jeopardy of compromising the safety and wellbeing of the public and environment, excluding manageable situations such as shortage of staffing due to vacation or sick leave.

- b.) Any call for aid shall be made by a designated representative of the municipality and must be directed to a designated representative of the other party whose assistance is being sought.
 - c.) Request for mutual aid shall be restricted to assist with the operation of water and wastewater facilities under this agreement experiencing local emergency.
 - d.) On receipt of a call for aid, the extent of the assistance given will be at the discretion of the responding municipality, having regard for its own situation at the time.
 - e.) The responding municipality agrees to ensure the deployment of a certified water or wastewater operator as required under “Appendix A” to operate the receiving municipality’s water or wastewater facilities.
 - f.) The receiving municipality shall be responsible for the payment of the costs incurred by the responding municipality. Payment will be made in a timely fashion, once the emergency has been dealt with and upon receipt of an invoice from the responding municipality outlining the wages and expenses.
 - g.) All liability for the operations of the facilities listed in “Appendix A” of this agreement shall be at the sole responsibility of the receiving municipality.
 - h.) Each facility as listed in “Appendix A” under this agreement will have an emergency operational and maintenance policy in place to outline the minimum requirements to maintain the facility during the event of a local emergency and the enactment of this MOU and referenced in this agreement as “Appendix B”
 - i.) Each facility as listed in “Appendix A” of this agreement will have an operations and maintenance manual including video with the reference to operation and maintenance as outlined in the above policy.
 - j.) The receiving facility agrees to notify the Province of Manitoba’s Office of Drinking and the Water & Wastewater Certification Office, via phone call or email upon the enactment of this MOU.
- 2) The agreement comes into force on signing of this document by all parties and the approval of the Province of Manitoba’s Water and Waste Water Certification Program and shall be reviewed for updating as needed or a minimum of one (1) year. This agreement will remain in effect until such a time as either party wishes to terminate the agreement by giving sixty (60) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

(Owner of Utility or Local Gov't)
(Authorized signature)

(Owner of Utility or Local Gov't)
(Authorized signature)

and

(Owner of Utility or Local Gov't)
(Authorized signature)

(Owner of Utility or Local Gov't)
(Authorized signature)

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Province of Manitoba
Water & Waste Water Certification Program

Date

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Appendix A

(Facility Owner)				
Facility/Location	Process Type	Process Description	Certification Level	Quantity & Level of Certified Operators

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Appendix B

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