

MEMORANDUM OF AGREEMENT entered into as of
1st day of _____ A.D.

BETWEEN:

A Municipal Corporation incorporated under
the laws of the Province of Alberta
(hereinafter referred to as _____)

OF THE FIRST PART

AND

A Municipal Corporation incorporated under
the laws of the Province of Alberta
(hereinafter referred to as _____)

OF THE SECOND PART

AND

A Municipal Corporation incorporated under
the laws of the Province of Alberta
(hereinafter referred to as _____)

OF THE THIRD PART

AND

A Municipal Corporation incorporated under
the laws of the Province of Alberta
(hereinafter referred to as _____)

OF THE Fourth PART

WATER AND WASTEWATER TREATMENT SYSTEMS AGREEMENT

WHEREAS Municipality A _____, Municipality B _____, Municipality C _____ and the Municipality D _____, the parties hereto, wish to enter into a _____ year term of the Water and Wastewater Treatment Systems Agreement to continue to co-ordinate their efforts and co-operate in having adequate provision and maintenance of the water and wastewater services to their respective municipalities.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

Structure

1. Municipality A _____, Municipality B _____, Municipality C _____, and Municipality D _____, the Parties to this agreement, shall jointly support and fund the hiring of a qualified **Level xx** Water and Wastewater treatment operator to provide water and wastewater treatment services for the municipalities.
2. A Management Team consisting of the Chief Administrative Officers or designates of the parties _____ will be established and meet semi-annually to review the yearly financial summary and budget for the operator, the services to be provided, the job description, role and duties of the water and wastewater operator, and any other issues that may arise.

Responsibilities/Organizational

3. The Manager shall be the person so appointed to act in that capacity by the Parties. During the term of this agreement the Parties appoint the Chief Administrative Officer of _____ as the Manager. The Manager will be responsible for the hiring and employment of the qualified water and wastewater treatment Operator (herein the "Operator").
4. The Operator shall be responsible for that which can be considered to be normal or routine in nature related to the operation, maintenance and repair of the water and wastewater

treatment facilities in the municipalities. The water and wastewater treatment Operator shall report to the _____ (Insert appropriate title).

5. The Manager shall take such action as is appropriate to ensure that the water and wastewater treatment systems within the municipalities run in an efficient and workmanlike manner.
6. Neither the Operator nor the Manager shall be responsible for any failure in the water and wastewater treatment systems where such failure arises from circumstances beyond the reasonable control of the Operator.
7. In the event a backup operator is required to cover vacations, sick leave, etc. of the Operator, the backup operator will work cooperatively to provide the required services for each other.
8. In the event that repairs or maintenance to the water system in any of the Municipalities not normal or routine in nature as determined by the Manager, whichever municipality is affected shall engage a qualified and reputable contractor to carry out such repairs and maintenance and shall be responsible for the costs of such repairs or maintenance on their respective systems.
9. Without restricting the generality of the foregoing paragraphs setting out the responsibility of the Manager and for the purposes of more accurately defining the duties and responsibilities of the Manager under this Agreement, the Manager shall with support from other Chief Administrative Officials:
 - a. Provide day to day supervision of the operator of the Water and Wastewater treatment systems and reports to the Chief Administrative Officer of such municipality, or his or her designate, on work completed on their respective water and wastewater systems;
 - b. Provide monthly reports to Municipalities relating to the operational details of the Water treatment facilities;
 - c. Ensure that at all times during the term of this Agreement the requirements of all relevant acts, regulations and by-laws dealing with the operation and maintenance of the water and wastewater treatment systems within are complied with.
 - d. Completes and submits to Alberta Environment all required reports and information on the operation and sampling and testing;

- e. Recommend to the Municipalities improvements and policies which would lead to the more efficient and economical use of water and wastewater within their respective municipalities;
 - f. Immediately report any breaches of any by-laws or relevant acts or regulations to the Municipalities and Alberta Environment when dealing with the water and wastewater treatment systems.
10. In order that the water and wastewater treatment Operator has the appropriate infrastructure, supplies and material required to operate and maintain the water and wastewater treatment facilities, the Municipalities will ensure that:
- a. The SCADA system is installed, maintained and operational, including the supporting internet access;
 - b. An annual budget is approved by Council to purchase the supplies and materials and to complete the required maintenance of the water systems;
 - c. The Public works staff for each Municipality is available to assist in maintaining the municipalities system including completing water and wastewater samples as required; assisting the Operator as required; and other reasonable duties and responsibilities as required.
 - d. On a rotational basis, public works staff from each Municipality is available for after hour call outs. Each Municipality is responsible for covering water and wastewater treatment systems duties on the Operator's time off (holidays, sick time, training, etc).

Financial

- 11. The Municipalities agree to share equally all costs associated with the employment of the operator including wages, benefits, holidays, relief operators, etc.
- 12. The Municipalities agree to share equally all costs associated with the equipment, vehicle, computer, etc. required by the Operator.
- 13. The Municipalities agree to cover the costs associated with overtime callouts required by their respective municipalities.

14. On a quarterly basis, the Manager will invoice the Municipalities _____ (Insert proportion) of the actual costs for the provision of Water and Wastewater treatment services. The quarterly invoice to each municipality will also include actual costs associated with overtime callouts provided during the quarter.
15. The Manager will prepare an annual financial summary of the revenues and expenses within 60 days of the year end. In the event the funds paid by Municipalities did not cover (exceeded) the actual costs, a supplementary invoice (credit) will be issued to the Municipalities to cover (or refund) their proportionate share of the balance.
16. The obligations, responsibilities, and duties of the Manager under this Agreement shall not be assigned, transferred, or contracted to a third party without the prior written consent of the Municipalities;

Term

17. This Agreement shall remain in effect for a _____ (Insert Year or Months) period from _____ (Date, Year), to _____ (Date, Year) and shall be subject to review by Municipalities prior to the end of the _____ year period.
18. Following this second _____ (Insert length of term) term and subject to a satisfactory review by all three parties, this Agreement shall be binding and shall remain in effect unless one of the parties gives the other parties six (6) months' notice in any calendar year that it desires to terminate this Agreement.
19. Should the parties to the Agreement agree to terminate the agreement then all capital assets will be sold at fair market value with the proceeds to be divided equally between Municipalities.
20. Modifications and amendments to this agreement shall be enforceable only if they are in writing and are signed by authorized representatives of each Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective _____ (Date, Year).

Municipality A _____

Per: _____

Per: _____

Municipality B _____

Per: _____

Per: _____

Municipality C _____

Per: _____

Per: _____

Municipality D _____

Per: _____

Per: _____

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