

Presented To: Operations Committee

Presented: Monday, May 14, 2012

Report Date Friday, May 04, 2012

Type: Managers' Reports

Request for Decision

Mutual Aid and Assistance Agreement for an Ontario Water / Wastewater Agency Response Network

Recommendation

THAT the Water/Wastewater Services report dated May 4, 2012 entitled Mutual Aid and Assistance Agreement for a Ontario Water / Wastewater Agency Response Network ("Agreement") be received; AND THAT Council authorize staff to execute the Agreement, including future amendments, with the Ontario Water / Wastewater Agency Response Network (OnWARN), subject to the satisfaction of the General Manager of Infrastructure Services and the City Solicitor.

Finance Implications

There is no cost to join the OnWARN program. However, if an emergency event were to occur where CGS provides resources to another OnWARN member agency, the Agreement provides the means to recuperate the costs associated with providing mutual aid to partner utilities. Similarly, if circumstances arise where CGS accesses resources from another agency it would give rise to an unbudgeted expenditure.

Signed By

Report Prepared By

Paul Javor
Water/Wastewater Operations
Engineer
Digitally Signed May 4, 12

Division Review

Nick Benkovich
Director of Water/Wastewater Services
Digitally Signed May 4, 12

Recommended by the Department

Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed May 4, 12

Recommended by the C.A.O.

Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 9, 12

INTRODUCTION

The Ontario Water / Wastewater Agency Response Network ("OnWARN") is a voluntary network of utilities helping other utilities to respond to and recover from emergencies. It matches specialized water/wastewater utility resources to specific needs during an emergency to aid in quickly locating emergency equipment and trained personnel.

This report informs Council of Ontario's new Water / Wastewater Agency Response Network (OnWARN) and to seek Council's endorsement regarding next steps.

BACKGROUND

Recent weather trends and other concerns have prompted utilities to focus more closely on emergency preparedness. In the last decade, various water/wastewater agency response network (WARN) programs have been implemented or are being developed in each state of the United States of America (USA), as well as the Province of Alberta. The program is premised on the principle of “*Utilities helping Utilities*”, and designed as a type of voluntary mutual-aid between water and wastewater utilities in a region. The program is being coordinated in the USA through the American Water Works Association (AWWA). The objective is to provide rapid, short-term deployment of emergency services to restore critical operations of the affected water or wastewater utility.

Many municipalities in Ontario have specific mutual aid agreements between them and a neighbouring municipality for firefighting assistance, and there may be an informal “understanding” that a municipal water or wastewater utility could call upon its neighbouring utility for assistance. In recent years, concern has been raised with respect to this informal practice with regard to liability, legal and regulatory requirements, and Workplace Safety and Insurance Board (WSIB) requirements. The OnWARN program establishes a legal framework where any subscribing utility can call upon the assistance of other subscribing utilities, with the response being provided within the context of a blanket “mutual aid” type of agreement. The blanket agreement would cover all aspects of legal liability, availability of response and the provision of services, and health and safety requirements, to name a few.

A “Frequently-asked-Questions” fact sheet, developed by the American Water Works Association is attached to this report as **Appendix 'A'** for Council’s information and reference.

BENEFITS OF ONWARN

The following potential benefits have been identified as to participation in the OnWARN program:

- The initiative supports internal CGS efforts and voluntary Federal and Provincial programs aimed at strengthening emergency preparedness and resiliency of Canada’s critical infrastructure. The establishment of an Ontario Water/Wastewater Agency Response Network (OnWARN) is encouraged by the Ministry of Environment, Emergency Measures Ontario and Environment Canada as well as the industry associations such as the Ontario Municipal Water Association, Ontario Water Works Association, and the Water Environment Association.
- Establishment of a standard mutual aid agreement with other water and wastewater partners will help utilities to better predict, track and recover costs associated with providing and receiving mutual aid.
- The program establishes agreements and protocols in advance of a situation to provide access to resources and knowledgeable personnel in water & wastewater systems through its mutual aid and assistance agreement; that doesn’t require the declaration of an emergency.
- An OnWARN program would provide an additional forum for municipal water and wastewater utilities to network, and share operational and emergency preparedness information with other utilities. There is an opportunity to work collaboratively, share information and pool resources in the area of emergency planning, as well as the opportunity to develop and participate in joint training sessions and exercises.

Note: OnWarn is not intended to influence or alter collective bargaining processes and does not recognize labour disruptions as an event under the program.

Recognizing the significant benefits of joining OnWARN and improving emergency preparedness for the City's Water and Wastewater Services, staff are seeking Council's authorization to execute an Agreement (see **Appendix 'B'**), including future amendments, with the Ontario Water / Wastewater Agency Response Network (OnWARN), subject to the satisfaction of the General Manager of Infrastructure Services and the City Solicitor.

COMMUNICATIONS

Through its Summary Reports to Council, Water/Wastewater Services will provide updates regarding its participation in OnWARN.

**Mutual Aid and Assistance Agreement for an
Ontario Water/Wastewater Agency Response Network (OnWARN)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into by public and private water and wastewater utilities, owners and operating authorities in Ontario ("Utilities"), that have, by executing this Agreement, manifested their intent to participate in an Ontario program for water/wastewater mutual aid and assistance ("Mutual Aid and Assistance Program").

Statutory Authority for Municipal Utilities – This Agreement is authorized under Section 20 of the Ontario Municipal Act, 2001 which provides that Municipal Utilities may contract with each other to provide services.

**ARTICLE I.
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory Utilities hereby establish the Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

**ARTICLE II.
DEFINITIONS**

- A. Authorized Official – An employee or officer of a Member who is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance; or
 4. Withdraw assistance under this Agreement.
- B. Emergency - A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally.
- C. Member – Any public or private water or wastewater utility, owner, or operating authority in Ontario ("Utility") that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
1. Requesting Member – A Member who requests aid or assistance from another Member or Members under the Mutual Aid and Assistance Program.
 2. Responding Member – A Member that provides aid or assistance during a Period of Assistance in response to a request for aid or assistance under the Mutual Aid and Assistance Program.
 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Associate Member – Any non-Utility participant, approved by the OnWARN Steering Committee, that provides a support role for the Mutual Aid and Assistance Program. (For example: any non-Utility agency or association that does not officially sign this Agreement). An Associate Member is not entitled to vote on any matter as outlined and identified in this Agreement.

- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, note, paper, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member, and any document that is protected under the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act, and Personal Health Information Protection Act, 2004.
- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined.
- G. Incident Management System (IMS) – A system, consistent with internationally recommended practices, that provides standardized organizational structures, functions, processes and terminology for use at all levels of emergency response in Ontario. IMS addresses the need for coordinated responses to large-scale and complex incidents and has been developed with input from more than 30 emergency response organizations and stakeholders from Ontario.

ARTICLE III.
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through OnWARN Steering Committee. In addition to representing the interests of the Members, the OnWARN Steering Committee may include Associate Members as representatives. Under the leadership of the OnWARN Steering Committee Chair, the OnWARN Steering Committee shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV.
PROCEDURES

The OnWARN Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program which may be undertaken in cooperation with Associate Members, at the sole discretion of the OnWARN Steering Committee, including but not limited to Emergency Management Ontario. These procedures shall be reviewed at least annually and updated as needed by the OnWARN Steering Committee.

ARTICLE V.
REQUESTS FOR ASSISTANCE

- A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access (e.g. an after-hours number) and maintain information on resources that may be available from the Member for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, provided to the OnWARN Steering Committee.

In the event of an Emergency, a Member’s Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

- B. Response to a Request for Assistance – Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

- A. Incident Management System - When providing assistance under this Agreement, the Requesting Member and Responding Member may be organized and may function under the Incident Management System.
- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the Responding Member's per diem rates for that area. To the extent food and shelter costs exceed the Responding Member's per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licences and Permits – To the extent permitted by law, Responding Member personnel who hold licences, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the "Ontario Provincial Standard 127 Schedule of Equipment Rates". If a Responding Member uses rates different from those in the "Ontario Provincial Standard 127 Schedule of Equipment Rates", the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the "Ontario Provincial Standard 127 Schedule of Equipment Rates" must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.

DISPUTES

If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the rules of the Ontario Arbitration Act. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.

REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.

SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Responding Members shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.

WORKPLACE SAFETY AND INSURANCE

A. Workplace Safety and Insurance - The Workplace Safety and Insurance Act provides that if an Emergency is declared by the Premier of Ontario or the head of council of a municipality, and a person is sent to assist, the Crown (Government of Ontario) or the municipality, whichever declared the Emergency is considered the employer of that person for the purposes of assessing any accident costs. However, the worker's regular employer (Responding Member) continues to be responsible for:

- Maintaining employment benefits as required by section 25 of the Workplace Safety and Insurance Act,
- Complying with the obligation to co-operate in the early and safe return to work of the worker (section 40), and,
- Complying with the obligation to re-employ the worker (section 41) if it applies.

Any costs incurred by the worker's regular employer (Responding Member) in meeting these obligations are reimbursed by the Crown or the municipality, whichever is applicable.

The Responding Member is responsible for providing Workplace Safety and Insurance Board (WSIB) benefits and administering WSIB for its employees. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with WSIB and other employee claims that arise from or are related to providing assistance under this Agreement.

- B. Hold Harmless - The Requesting Member shall indemnify and hold the Responding Member harmless from and against any and all liability for loss, including, but not limited to, damage, cost or expense which the Responding 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 the Responding Member.

Where payments are made to Responding Member's employees under WSIB or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Member shall make reimbursement to Responding Member to the extent such payment increases the Responding Member's WSIB or disability benefits costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against Responding Member alleging liability for which Requesting Member shall indemnify and hold harmless Responding Member under the above paragraphs, Responding Member shall promptly notify Requesting Member thereof, and Requesting Member, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

ARTICLE XII.

NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members in respect of this Agreement, shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.

INSURANCE

Each Member shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

- A. Members shall maintain at minimum the following insurance policies;
- a) Commercial General Liability (CGL) insurance for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (\$5,000,000.00). This CGL insurance must be written to a minimum of the current IBC 2100 form or the most recent version and such policy must include:
 - i. the Responding Member as an additional insured;
 - ii. a cross liability clause;
 - iii. products and completed operations coverage;
 - iv. broad form contractual liability coverage;
 - v. non-owned automobile liability coverage; and
 - vi. operation of attached machinery;
 - b) Automobile third party liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00); and
 - c) All Risk Property insurance that covers any property on loan from a Responding Member.
- B. In the event of a claim requiring the Responding Member to incur costs as a result of providing assistance under this Agreement, the Requesting Member shall be responsible for reimbursing the Responding Member for the payment of every deductible amount provided in the insurance described in Article XIII (A), above.
- C. The Requesting Member covenants and agrees that the insurance obligations mentioned above will not be construed to and will in no manner limit or restrict the liability of the Requesting Member or its responsibility under Article IX.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

Subject to the terms and conditions of the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act and Personal Health Information Protection Act, 2004, as appropriate, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective once the Utility's authorized representative executes this Agreement and the OnWARN Steering Committee Chair receives the executed Agreement. The OnWARN Steering Committee Chair shall maintain a list of all Members and Associate Members.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the OnWARN Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support this Agreement, legislative action, creation of a mutual aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members. The OnWARN Steering Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between Members to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

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ARTICLE XXI.
COUNTERPARTS

This Agreement may be executed and delivered by the parties in counterparts, each of which shall constitute an original and may be delivered by facsimile, email or other functionally equivalent electronic means of communication, and those counterparts taken together shall constitute one and the same instrument.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Utility listed here manifests its intent to be a Member of the Ontario Mutual Aid and Assistance Program by executing this Agreement on this _____ day of _____ 20____.

Utility:_____

By: _____

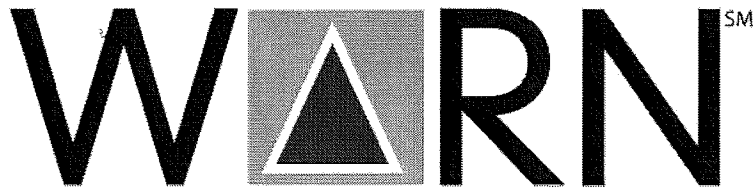
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Please Print Name

By: _____

Title: _____

Please Print Name



WATER /WASTEWATER AGENCY RESPONSE NETWORK

WARN FAQ

Updated May 5, 2010

1. What is a Water/Wastewater Agency Response Network (WARN)?

- A WARN is a network of utilities helping utilities.
- A WARN program uses a mutual aid and assistance agreement that allows utilities to cross jurisdictional boundaries to provide aid and assistance (personnel, equipment, and other resources) in preparing for, responding to, or recovering from an emergency.
- Participation is voluntary; there is no obligation to respond.

2. Why is a WARN important? What is the purpose of a WARN?

- A WARN establishes an agreement and protocols to access specialized resources such as knowledgeable water and wastewater utility personnel or utility specific heavy equipment, tools and supplies.
- A WARN provides a forum for establishing and maintaining emergency contacts.
- A WARN can facilitate training.
- A WARN helps fill the need for personnel and resources before the arrival of government aid.

3. What are the benefits of a WARN?

- There is no cost to participate.
- WARN is like investing in a no cost insurance policy to enhance access to specialized water and wastewater resources.
- WARN increases emergency preparedness and coordination.
- WARN provides a single agreement to access resources statewide.
- WARN expedites arrival of aid (don't have to work out the administrative items; the agreements and WARN protocols work them out in advance for you).
- WARN agreement contains indemnification and worker's compensation provisions to protect participating utilities and provide reimbursement protocols.
- WARN collaborates and responds to the needs of the public and private utility members.

4. How does a utility get assistance during an emergency?

- The WARN member who needs help identifies the resources needed to respond.
- The WARN member in need can either directly contact a fellow WARN member who has the necessary resources or use a state specific process of requesting aid.

5. Are member utilities required to respond and send resources?

- There is no obligation to respond.
- It is up to the lending utility to determine if resources are available and if it can send the requested resource.

6. What happens if a utility sends resources and needs them back?

- Under no circumstances is a utility to send resources if it impacts their ability to manage daily operations or manage response to its own emergency.
- Resources remain under the authority of the sending utility, and as such can be recalled any time.

7. What happens if equipment on loan is damaged or stolen?

- Articles VII, VIII, and IX of the sample agreement offer a framework for how to manage the issue of loss or damage with clear identification of cost reimbursement, dispute resolution, and indemnification.

8. Are WARN mutual aid and assistance activities eligible for FEMA reimbursement?

- FEMA reimbursement may apply only after a Presidential declaration of emergency.
- FEMA-specific requirements related to WARN include:
 - The agreement was in effect **prior** to the response/deployment to the incident.
 - The assistance must be requested by the utility in need;
 - The work performed, supplies used and materials consumed are directly related to the disaster and is otherwise eligible for FEMA assistance;
 - The entity can provide documentation of rates and payment for services, if requested; and

9. Will a utility be reimbursed for the use of their resources?

- While a utility may offer assistance free from reimbursement, Article VII of the sample agreement details how a utility that sends assistance is reimbursed by the utility in need.

10. How is WARN different from an existing statewide mutual aid program managed by emergency management?

- Statewide mutual aid/assistance agreements typically require a declaration of "emergency" by a local and/or state official to activate the agreement; WARN agreements do not require the declaration of an emergency, saving critical time in response to needs identified by the utility.
- Statewide programs typically do not include private utilities; WARN agreements do.
- Statewide agreements are managed by the state emergency management agency; WARN is managed by utilities.

11. Is WARN help available for disasters other than hurricanes or earthquakes?

- WARN is available in all types of emergencies, whether they are small, medium, or large. WARNs have been activated to respond to a wide variety of emergencies such as fires, floods, and water supply contamination as demonstrated in the report *Economic Benefits of Forming & Participating in WARN*.
- Signatories to a WARN agreement can provide and/or request assistance any time their system needs emergency assistance.

12. Who should be involved in helping develop and sustain a WARN?

- Utility owner/operators with varied professional association representation
- State water and wastewater primacy agency (State health, environmental protection, etc.)
- State emergency management and/or homeland security agency
- US EPA region representation

13. What help is available to form a WARN?

- AWWA report – *Utilities Helping Utilities: An Action Plan For Mutual Aid and Assistance Networks for Water and Wastewater Utilities* provide the foundation for the formation of a WARN program.
- EPA can often help with post workshop support on a case-by-case basis, depending on available funding and the specific needs of the program. Support could include facilitation of meetings and workshops, administrative support, and answer technical questions.

14. How do WARNs work across state lines?

- The key issues of interstate response are differences in tort liability, immunity and licensing requirements.
- Currently, the Emergency Management Assistance Compact (EMAC) is being used by all fifty states and the District of Columbia to share resources across state lines, because it already addresses the key issues.
- AWWA is a member of the EMAC Advisory Council with intent to facilitate greater cooperation and coordination between WARN and EMAC.
- The water sector is evaluating issues related to improving interstate aid while working with the administrators of EMAC to ensure that it can be used effectively for the water sector.

15. Existing WARNs do not appear to be legal entities. Should they acquire non-profit organization status?

- At this point none of the WARNs have established themselves as a separate entity requiring any special status, as there are no funds transferred between the members and the WARN.
- In several instances utilities or associations have acted as a grant recipient on behalf of the WARN, thus acting as the fiduciary agent, to support training, website, and related activities
- Existing WARN programs are free for utilities to participate.

16. Are funds available to support the WARN effort?

- Each existing WARN program has handled things differently, with many using voluntary time/services that may be supplemented with funding from various sources, such as supporting associations or state primacy agency grants.
- The collaboration with primacy and emergency management agencies on the WARN program may lead to opportunities to fund specific WARN activities.
- Some existing WARNs have used Homeland Security and US EPA grants. Others have obtained local grants.

17. What does managing a WARN entail?

- Establishing regular meetings of the leadership team and/or steering committee which can be done via phone conferences, web conferences or face to face.
- Coordination with professional association meetings.
- Facilitate annual meetings or quarterly/monthly conference calls of the steering committee to address develop issues, plan WARN activities.
- Manage outreach and marketing of the WARN program for new membership, including “holding” the agreements.
- Services can be managed with in kind contributions from the members or by using grant funds.

18. How do we get a website going?

- AWWA has reserved the domain name for every state, Canadian Province, and Mexico.
- AWWA will release the domain name when a steering committee has been established and is prepared to initiate development of a website at no charge.
- Other existing WARNs have offered their source code free of charge to emerging WARNs.

19. If a resource database is established, how is it updated and who updates it?

- Many WARN websites include resource databases that are maintained by the member utilities.
- Reminder e-mails are sent to the member utilities to remind them to update the information.
- AWWA's Water and Wastewater Mutual Aid and Assistance Resource Typing Manual provides consistent terms and definitions for specific resources to expedite both requests and responses and has been recognized as a resource by EMAC.

20. How do WARNs support training and exercises?

- WARNs historically have held annual meetings which include training components.
- A small fee for the training has been charged to pay for material duplication and food.
- Each WARN has created a set of its own best practices, including FlaWARN's review of lessons learned from the 2005 hurricane season.
- Nationally, a variety of supporting training has been or is being developed including NIMS and can be conducted at WARN programs.
- Many WARN programs have conducted tabletop exercises based on EPA's WARN Tabletop Exercise Facilitator Guide.

21. How do you get members to buy-in to the WARN concept?

- While the benefits of participating in a WARN is obvious to many, others require more explicit evidence.
- A sample flyer is included in the Action Plan, and the report Economic Benefits of Forming & Participating in WARN was prepared to help a utility make the "business case" for leadership.
- WARNs are encouraged to participate in professional association programs to announce WARN activities.
- Presentations may be required to elected boards.
- Copies of presentations used by existing WARN may be available.
- AWWA has published a Webcast and articles on the subject.

22. How does a WARN operate before, during, and after an emergency?

- Some existing WARNs created by-laws along with the agreement that help outline the pre-emergency governance and activities.
- Each WARN is encouraged to develop an Operational Plan that outlines how it functions during and after an emergency. If the WARN does not have by-laws, the Operational Plan would include pre-emergency information as well.
- A Sample Operational Plan is located on www.NationalWARN.org and is consistent with the National Incident Management System IC 510 training module on mutual aid.

22. How does the WARN integrate with local Emergency Management Agencies?

- The relationship between WARN and local emergency management agencies is addressed in the WARN Operational Plan. WARNs are encouraged to meet with local and state emergency management agencies to discuss how to provide representation at the local and state emergency operation centers.
- While WARN members can request aid directly from each other, WARNs should communicate mutual aid and assistance activities with the local and state emergency management agencies to minimize potential duplication of effort and coordinate security and access needs.