A. Recommendations

THAT Council receive Staff Report CSPW.19.020 entitled “Ontario Water/Wastewater Agency Response Network Agreement”;

AND THAT Council authorize the Interim CAO and the Director of Infrastructure and Public Works to execute the Mutual Aid and Assistance Agreement, including future amendments, with the Ontario Water/Wastewater Agency Response Network (OnWARN).

B. Overview

This report outlines the Ontario Water/Wastewater Agency Response Network (OnWARN) system and the significant benefits of joining OnWARN and improving emergency preparedness for the Town’s Water and Wastewater groups.

C. Background

The Ontario Water/Wastewater Agency Response Network (OnWARN) is a province-wide voluntary network of utilities helping other utilities 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.

The OnWARN Agreement establishes the foundation of OnWARN and serves as the legal instrument authorizing the request for mutual aid/assistance, provides a mechanism for reimbursement, identifies the legal protection and immunities for employees and for use of resources. The use of OnWARN does not require the declaration of an emergency to access assistance.

OnWARN provides a forum for establishing and maintaining emergency contacts and it can help facilitate water/wastewater emergency training.

The benefit of joining OnWARN is that it provides a legal framework where any member can call upon the assistance of other members, with the response being provide with the contact of an
agreement which covers all aspects of legal liability availability of response, health and safety requirements etc.

Participation in OnWARN does not specifically require a member municipality to respond to any or all calls for assistance.

Prior to requesting assistance, all attempts and managing the emergency internally should be exhausted. The following positions will be authorized to request or send assistance under the agreement;

- CAO, Director of Infrastructure and Public Works, Manager of Water/Wastewater or Designate.

D. Analysis

Participating in OnWARN has significant economic benefits to the Town. There are no costs to Town to becoming a member. In Grey County, there are two municipalities that are currently members, as well as one of our neighbours in Simcoe County. Being a member increases our emergency preparedness.

With this single agreement, the Town will be able to access resources across the province when we are faced urgent situation, without the declaration of an emergency.

This mutual aid and assistance agreement matches water and wastewater utility resources to specific needs during an emergency to aid in location emergency equipment and trained personnel.

E. The Blue Mountains Strategic Plan

Goal #2: Engage Our Communities & Partners
Objective #1 Improve External Communication with our Constituents

Goal #3: Support Healthy Lifestyles
Objective #1 Promote the Town as a Healthy Community
Objective #4 Commit to Sustainability

Goal #4: Promote a Culture of Organizational & Operational Excellence
Objective #2 Improve Internal Communications Across our Organization
Objective #3 To Consistently Deliver Excellent Customer Service
Objective #4 To Be a Financially Responsible Organization

Goal #5: Ensure Our Infrastructure is Sustainable
Objective #1 Develop a Long-Term Asset Management Plan for the Maintenance, Renewal and Replacement of Existing Infrastructure
Objective #2 Avoid Unexpected Infrastructure Failure and Associated Costs and Liability
Objective #3 Implement Best Practices in Sustainable Infrastructure
Objective #4 Ensure that Infrastructure is Available to Support Development
F. Environmental Impacts

Provision of Safe Drinking Water

G. Financial Impact

There is no cost to join OnWARN, however, there may be financial implications related to staff time responding to OnWARN requests. When requesting assistance, the Requestor is responsible to reimburse the Responder for all costs, benefits and expenses; including costs of equipment, material and supplies.

Additionally, there will be staff time required to ensure an up-to-date inventory of the towns water and wastewater resources available to access by member of OnWARN.

H. In Consultation With

Scott Hill, Water Supervisor
Maurice Dempster, Wastewater Supervisor
Meg Boyd, Water & Wastewater Compliance & Efficiency Coordinator
Serena Wilgress, Manager of Purchasing & Risk Management

I. Public Engagement

The topic of this Staff Report has not been subject to a Public Meeting and/or a Public Information Centre as neither a Public Meeting nor a Public Information Centre are required. Comments regarding this report should be submitted to Allison Kershaw,
managerwww@thebluemountains.ca

J. Attached

1. OnWARN Brochure
2. Mutual Aid and Assistance Agreement for the Ontario Water/Wastewater Agency Response Network
3. OnWARN Operational Plan

Respectfully submitted,

_____________________________
Allison Kershaw
Allison Kershaw
Manager of Water and Wastewater Services
Reg Russwurm, MBA, P.Eng
Director of Infrastructure and Public Works

For more information, please contact:
Allison Kershaw
managerwww@thebluemountains.ca
519-599-3131 extension 226
Benefits of becoming a member?

OnWARN provides member utilities with:
- Significant economic benefit and no cost to participate.
- Increased emergency preparedness.
- A single agreement to access resources across the province.
- Expedited deployment of assistance and resources.
- Assistance with response to events which impact large areas when response from adjacent utilities is not possible.
- Responder indemnification and reimbursement.
- A forum for developing and maintaining emergency contacts and relationships.

OnWARN members

There is no cost to join OnWARN. Members who sign the Mutual Aid and Assistance Agreement are given an up-to-date list of emergency contacts, plus a list relevant to the size and operation of their utility that references available resources.

Members can include any public or private water or wastewater utilities, owners, or operating authorities.

Associate Members can include non-utility participants, approved by OnWARN’s Steering Committee, that provide a support role for the OnWARN program.

For more information about membership or the OnWARN program, visit the website at www.onwarn.org
What is OnWARN?

A network of utilities helping other utilities to respond to and recover from emergencies.

Matches water/wastewater utility resources to specific needs during an emergency to aid in locating emergency equipment and trained personnel.

Uses a Mutual Aid and Assistance Agreement to expedite resource sharing.

Participation is voluntary and there is no obligation to respond.

Why is OnWARN Important?

Establishes agreement and protocols to access resources and knowledgeable personnel in water & wastewater systems.

Forum for establishing and maintaining emergency contacts.

Facilitates training.

Doesn’t require declaration of emergency.

Organization

OnWARN is comprised of a volunteer Leadership Team whose members represent Ontario public water and wastewater utilities and government agencies.

The Leadership Team works to increase and diversify membership in order to enhance coordination on emergency and related issues. The team also provides contact information on disaster planning, response and recovery.

Current Leadership Team members include:
- City of Greater Sudbury
- City of Guelph
- City of London
- City of Windsor
- Peterborough Utilities Services Inc.
- Regional Municipality of Durham
- Regional Municipality of Niagara
- Regional Municipality of Waterloo
- Town of Midland
- Ontario Clean Water Agency
- Ontario Water Works Association
- Water Environment Association of Ontario
- Canadian Water Works Association
- Emergency Management Ontario
- Ontario Ministry of the Environment

www.onwarn.org
info@onwarn.org
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 the Province of 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, the signatory Members 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 under this Agreement is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance; or
4. Withdraw assistance.

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 participant, approved by the OnWARN Steering Committee, which provides a support role or service for the Mutual Aid and Assistance Program. (For example: any agency, or an association that does not 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, letter or e-mail which relates to the system security and 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, and/or supplies depart from Responding Member’s facility and ends when the resources return to their facility. This period also includes the utilization of Responding Member personnel that provide a direct support role or service to the Requesting Member as mutually agreed upon, and the period commences when the support personnel are assigned to the Requesting Member’s emergency. All protections identified in this Agreement, including but not limited to indemnification and hold-harmless clauses, 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 – 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.
ARTICLE III
ADMINISTRATION
The Mutual Aid and Assistance Program shall be administered through the OnWARN Steering Committee. In addition to representing the interests of the Members, the OnWARN Steering Committee may include Associate Members as non-voting participants. Under the leadership of the OnWARN Steering Committee Chair, the OnWARN Steering Committee shall coordinate emergency planning and response activities for the Mutual Aid and Assistance Program, and provide administrative oversight and coordination of the Agreement and the associated policies and procedures.

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. These procedures shall be reviewed at least annually and updated as needed by the OnWARN Steering Committee.

The OnWARN Steering Committee shall distribute copies of the policies and procedures to the Members when they are developed or amended.

ARTICLE V
REQUESTS FOR ASSISTANCE
A. Member Responsibility: Members shall identify an Authorized Official and alternate contacts, related 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, and copies provided to the OnWARN Steering Committee.

In the event of an Emergency, a Member’s Authorized Official may request mutual aid and assistance from participating Members. 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 reasonably 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).

For further clarity, an Emergency under this agreement does not require the Member to declare a state of emergency in accordance with the Emergency Management and Civil Protection Act.
B. Response to a Request for Assistance – Members are not obligated to respond to a request for assistance from a Requesting Member. 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 Responding Member shall inform the Requesting Member about the type of available resources and the approximate 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 from a Requesting Member. 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) shall keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter – Whenever practical, Responding Member personnel shall 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 reasonably meet the needs of its personnel.

Except as provided below, the cost for such resources shall not exceed the Responding Member’s per diem rates or related expense policy for that area. To the extent food and shelter costs exceed the Responding Member’s per diem rates for the area, the Responding Member shall 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 radios, in order to facilitate communications with local responders and personnel. In lieu of radio equipment, the Requesting Member may make alternative communications arrangements with the Responding Member in order to adequately facilitate coordinated communications during the Period of Assistance.

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 shall 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. The Responding Member may assume, in whole or in part, any such loss, damage, expense, or other cost incurred, or may loan such equipment or donate such services to the Requesting Member without charge or cost to the Requesting Member.

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) shall 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. At a minimum, rates for equipment use shall 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 shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used shall 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” shall 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 shall reimburse the Responding Member actual replacement cost, plus handling charges, for use of expendable, consumable, or non-returnable supplies. The Responding Member shall 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 shall be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – The Responding Member shall 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 shall 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 shall 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 after the Period of Assistance, 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 Requesting Member 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 the Responding Member alleging liability for which Requesting Member shall indemnify and hold harmless the Responding Member under the above paragraphs, the Responding Member shall promptly notify the Requesting Member thereof, and the 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
shall be written to a minimum of the current IBC 2100 form or the most recent version and such
policy shall 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. Except when compelled by this agreement to provide information to a Member, 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 on the Member once the Member’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, and make the list available to 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 shall 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 shall 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 shall be without effect.
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 Water/Wastewater Agency Response Network by executing this Mutual Aid and Assistance Agreement on this _______day of ____________________ 20_____.

Utility:__________________________________________

By: ___________________________________________

Title: __________________________________________

____________________________________________
Please Print Name

By: ___________________________________________

Title: __________________________________________

____________________________________________
Please Print Name
Key Assumptions

1. **Members have signed the OnWARN Agreement.** The OnWARN Agreement establishes the foundation of OnWARN and serves as the legal instrument authorizing the request for mutual aid / assistance, provides a mechanism for reimbursement, identifies the legal protection and immunities for employees and for use of resources.

2. **Emergency Response Plans (ERPs) are in place.** OnWARN encourages Members to develop and update their own ERP.

3. **Pre-emergency responsibilities for Members are addressed:**
   
   A. Identify an Authorized Official and alternates who are responsible for the following:
      - Requesting assistance;
      - Offering assistance; or
      - Withdrawing assistance under the agreement.

   B. Update annually or when changes occur:
      - Contact information for their Authorized Official and alternates; including 24-hour access (e.g. after-hours number) and provide to the OnWARN Steering Committee; and
      - Own resource information that may be available for mutual aid and assistance response.

   C. Include in the ERP the following procedures describing:
      - How or when the Authorized Official may request or send mutual aid/assistance;
      - Reporting and coordination with the local emergency management officials;
      - How to track costs for personnel, equipment, and other resources during an emergency;
      - Printing a hard copy of the OnWARN contact list on a periodic basis (e.g. every six months) to ensure the information is available when a power loss disrupts computer access;
      - Employee training and exercise plan on the Member's ERP. Emergency Response Exercises may be **tabletop** (discussion-based), **functional** (simulation) or **full-scale** (operational).

   D. OnWARN support:
      - Volunteer to be an active member of the OnWARN Steering Committee, as available; and
      - Support staff attendance at OnWARN Emergency Response training, exercises and/or general meetings.
OnWARN Operational Plan

OnWARN Activation – Appendix “A” describes the OnWARN Activation and Communication procedure.

Pre-Event Activation - Some types of emergencies (e.g. severe storms or hurricanes) can be characterized as “warning” or “notice” events due to a build-up of intensity over time and/or scientific methods of predicting an event. This type of event allows Members to anticipate the magnitude of damage and therefore response needs. Activating prior to the disaster opens the lines of communication and coordination among Members which helps to ensure a timely and proactive response. The Requesting Member can initiate the following activities:
- Notify Members of the expected conditions;
- Maintain contact with Members about changing conditions and information;
- Receive requested resources and identify follow-up actions.

Notification – occurs when a Requesting Member notifies that they need resources. The OnWARN Activation Form (Appendix “B”) prompts the Requesting Member to include required information in the notification. Initial communication occurs via e-mail, a phone call, website or other methods. Verbal notifications between Requesting and Responding Members are confirmed via written communication (on the OnWARN Activation Form). The Member requesting mutual aid / assistance gathers and documents the following information:
- Type of incident;
- Impact on Member;
- Number of agencies in response;
- Known limitations or restrictions;
- Available communication tools.

In all cases in which the OnWARN Agreement is activated, participating Members notify the OnWARN Steering Committee via email (info@onwarn.org) or telephone to the OnWARN Chair that the request has been made and met with resources from another member.

Response to a Request for Assistance – A Member is not obligated to respond to a request. Once a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond. The Authorized Official considers these questions:
- Does my utility have the resource requested?
- Do the resources meet the operational requirements that the Requesting Member identified?
- Did this event impact normal operation?
- If we provide resources, can we maintain our ability to respond to unanticipated needs?

If the Authorized Official determines that resources are available to respond to the Requesting Member, the Member is then referred to as a Responding Member. The Authorized Official of the Responding Member communicates, as soon as possible, with the Requesting Member that it is available to respond and provides the approximate arrival time of such assistance. When possible, the Authorized Officials of both the Requesting and Responding Members will confirm all verbal agreements with written documentation (fax or e-mail).

In addition, the Authorizing Officials will clarify and agree upon the following items:
- Requesting Member’s ability to provide food, sleeping arrangements, first aid, etc. for personnel and resources;
- Reimbursement process to determine whether the Responding Member follows the reimbursement article of the OnWARN Agreement; and
- What aid the Responding Member can provide, the cost, and confirmation of the approval from the Authorized Official and the Member’s management to provide aid.

If agreement is reached on the above items, the Authorized Officials will complete and transmit the authorization in writing.

After Action Report - After an exercise or an incident, all OnWARN Members involved with the mutual aid/assistance response are encouraged to meet and complete an After Action Report and consider creating an Improvement Plan. It is recommended that all key players and groups involved in the response and recovery provide input. Therefore, if the incident is small and only involves a small number of OnWARN Members, the affected Member may complete the After Action Report (Appendix “C”). If the incident is large and involves many jurisdictions, the OnWARN Steering Committee may coordinate the after action review and report process.
Response Considerations

Requesting Member – responsible for the following tasks:
- Determine how to describe the resources required and which Members can potentially meet that need.
- Discuss resource needs and conditions of use with potential Responding Members.
- After the Responding Member(s) confirms available resources and estimated costs; review and determine whether to accept this mutual aid/assistance proposal.
- Provide status updates to the OnWARN Steering Committee so that OnWARN Members are aware that needs are met or not.
- Assign a Mutual Aid Coordinator to address care, feeding, and other support for incoming mutual aid personnel.
- Notify local emergency management coordinating partners of the incoming mutual aid.
- Identify a Staging Area and assign a Staging Area Manager for incoming mutual aid.
- Identify work assignments for the incoming mutual aid.
- Consider how to integrate incoming mutual aid resources with existing workforce.
- Develop a demobilization plan that includes protocols on how and when mutual aid resources will be released.

Responding Member – is responsible to complete the following tasks:
- Contact the Requesting Member to notify them of available resources.
- If mutual aid/assistance is requested, review and determine whether it can meet this request.
- Estimate the cost of response. These costs will then be reported to the Requesting Member for consideration.
- Identify supervisors and staff to send to the Requesting Member’s emergency, and consider which employees can adapt to the environment of the incident (consider physical and mental health impacts).
- Develop an internal Communications Plan between supervisors of the responding teams and the Responding Member.
- Conduct a pre-deployment briefing with all responding team staff. Include the following items:
  - Health and safety considerations, including but not limited to immunizations, special tools, or clothing;
  - Environmental conditions onsite;
  - Care and shelter arrangements;
  - Rules of conduct during deployment, including but not limited to, activities allowed after work hours; and
  - Review of procedures.
- Inform Requesting Member of the Responding Member’s deployment and estimated time of arrival

Requesting Member Demobilization – following standard Incident Management System practices of demobilization, the Requesting Member writes a demobilization plan on how to coordinate the return of resources, including the debriefing of staff and the inspection of equipment and materials. The plan should:
- Capture personnel evaluations and identify future tactical resource needs. This would be conducted by both the Requesting Member prior to releasing the personnel, as well as by the Responding Member once its personnel are back.
- Identify release priorities and procedures. This would include internal resources, mutual aid resources, and any contracted resources.

Responding Member Demobilization - while preparing to demobilize and prior to leaving, the Responding Member’s team is responsible to complete the following tasks:
- Deliver documentation collected during response to the Requesting Member;
- Return any sensitive or confidential information to the Requesting Member;
- Collect all information on costs and process it through the Requesting Member’s Finance and Administration;
- Keep copies of all cost documentation for Responding Member. Information includes:
  - Injury reports;
  - Timesheets;
  - Material purchased;
  - Equipment used and duration of use.

The Responding Member will prepare appropriate invoices as described in the OnWARN Agreement.
**Definitions**

**Authorized Official** – An employee or officer of a Member who is authorized to:

1. Request assistance;
2. Offer assistance; or
3. Withdraw assistance under the Agreement.

**Confidential Information** – Any document shared with any signatory of the 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.

**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.

**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.

**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 the 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.

**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 the Agreement). An Associate Member is not entitled to vote on any matter as outlined and identified in the Agreement.

**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 the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined.

**Requests for Assistance** – can be made orally or in writing. When made orally, the request for resources shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member.

**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 the Requesting Member if it will respond as soon as possible. If the Member is willing and able to provide assistance, the Responding Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
OnWARN Operational Plan

Appendix “A” - OnWARN Activation and Communication Procedure

Alert / Warning (threat or severe weather)

Adequate Resources? (by Authorized Official)

OnWARN Notified & Communicate as appropriate

Incident

Major or Emergency?

Y

Notify Emergency Teams (Internal and/or Municipal)

Internal and/or Municipal Emergency Plans activated

Adequate Resources? (by Authorized Official)

N

OnWARN Activated & Communicate as appropriate

Y

OnWARN Activated Responders Assess Capabilities

Can Help? (by Authorized Official)

Y

Requesting and Responding Members Agree on Terms of Deployment

Period of Assistance and Control of Resources

Food and Accommodations for Responders

Responding Members Organize Resources and Deploy

Demobilization, After Action Report & Improvement Plan

N

NY

NY
### OnWARN Operational Plan

**Appendix “B” - OnWARN Activation Form**  
(hyperlinked to fillable form)

<table>
<thead>
<tr>
<th>Requesting Member</th>
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<th>Date</th>
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**Description of Emergency Event**

**Type of Assistance**  
(Equipment, Personnel*, Advice)

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<th>Description of Assistance Requested</th>
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| Assistance Required In:  
Indicate # of hours or days in which assistance is required to start. |  |
|-------------------------|--|

| Period of Assistance:  
Indicate # of hours, days or weeks anticipated for Period of Assistance. |  |
|------------------------|--|

*Consider whether a Supervisor should accompany personnel.

**Additional Information:**

**Contact:**

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<th>Name of Person to Contact:</th>
<th>E-mail:</th>
<th>Phone:</th>
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**Process for requesting assistance from OnWARN Members:**

1. The Requesting Member completes all fields necessary to accurately describe the assistance requested; and all fields included in this OnWARN Activation Form.
2. The Requesting Member e-mails the completed form to OnWARN Member contact list.
3. Members able to assist Requesting Member contact the “Person to Contact” listed in the OnWARN Activation Form. Members unable to assist are asked to not respond (to avoid unduly tying up communications during event response).
4. Requesting Member and Responding Members work together to plan a response.
5. In a major event that the Requesting Member is unavailable to work with Responding Members to plan a response; the OnWARN Chair, Vice Chair or Regional Chair may assist in planning Member response.
Appendix “C” - OnWARN After Action Report

Description of Emergency Event

What went well?

What did not go well?

What needs to be improved?

Other lessons learned?

Improvement Plan (Corrective Action Plan)

<table>
<thead>
<tr>
<th>CA#</th>
<th>Issue Description</th>
<th>Root Cause</th>
<th>Corrective Action</th>
<th>Due Date (Assigned to)</th>
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