

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES BUREAU OF RECLAMATION
AND THE
GOVERNMENT OF THE PROVINCE OF MANITOBA, CANADA
FOR
PREPARATION AND IMPLEMENTATION
OF THE
ADAPTIVE MANAGEMENT PLAN
FOR THE OPERATION, MAINTENANCE AND REPLACEMENT
OF THE
NORTHWEST AREA WATER SUPPLY PROJECT
BIOTA WATER TREATMENT PLANT**

I. AUTHORITY

This Memorandum of Understanding (MOU) is made pursuant to the Act of May 12, 1986 (Public Law 89-108), and the Dakota Water Resources Act of 2000 (Public Law 106-554). This Act authorized the appropriation of \$200 million of grant funds for the planning and construction of water supply facilities throughout North Dakota. This MOU is made solely under the laws of the United States and is not intended to create any contractual or financial obligations for any signatory.

II. DEFINITIONS

The following definitions are intended to apply to this MOU:

AMP means the Adaptive Management Plan

DWRA means the Dakota Water Resource Act (Public Law 106-554)

Environmental Commitments means all project design features and other mitigation measures identified (either explicitly or by reference) in the Great Plains Regional Director's ROD dated August 21, 2015.

MOU means the Memorandum of Understanding

MR&I means municipal, rural and industrial

OM&R means the operation, maintenance and replacement activities associated with the Biota water treatment plant

Project means the Northwest Area Water Supply Project

Reclamation means the U.S. Department of the Interior, Bureau of Reclamation

ROD means Record of Decision

WTP means the Biota water treatment plant

III. BACKGROUND

The Project is a municipal, rural and industrial (MR&I) bulk water supply system that will serve communities and rural water systems within northwestern North Dakota. The Project will deliver water from the Missouri River Basin to communities and rural water systems within the Hudson Bay Basin. The already completed features of the Project include: 45 miles of main transmission pipeline from Lake Sakakawea to the City of Minot, 8 segments of the bulk distribution pipeline and associated facilities, a high service pump station and storage reservoir in Minot and upgrades to the Minot WTP.

Reclamation released a Final Supplemental Environmental Impact Statement in April 2015. A Record of Decision was issued in August 2015 which selected an alternative using the Missouri River as the source water for the Project. The selected alternative includes a Biota WTP, located within the Missouri River Basin, which will include conventional treatment of water along with UV irradiation and chemical disinfection (chlorine/chloramines) as a means of reducing the Project-related risk of aquatic invasive species transfer. Conventional treatment includes a series of processes, including coagulation, flocculation, sedimentation and filtration, resulting in substantial particulate removal (40 CFR 141.2).

IV. PURPOSE

The purpose of the MOU is to set forth the intent of Reclamation in establishing an Adaptive Management Team and relating to participation by the Government of the Province of Manitoba, Canada on the Adaptive Management Team. Reclamation's intent is that the AMP Team will assist in the development of an Adaptive Management Plan (AMP) for the operation, maintenance and replacement (OM&R) of the Biota water treatment plant (WTP) which is part of the Project.

This Project is designed to use water from the Missouri River to meet the needs of communities and rural water systems within the Project area; a portion of which are located within the Hudson Bay Basin. Reclamation prepared a Supplemental Environmental Impact Statement for the Project and a Record of Decision was issued on August 21, 2015. The Record of Decision included a commitment by Reclamation to prepare an AMP for the OM&R of the Biota WTP. The AMP will be prepared in accordance with the environmental commitments defined in the Record of Decision. This will be accomplished in cooperation with North Dakota and others, as appropriate. To that end, Reclamation is establishing an AMP team and each entity represented on this team is being asked to enter into an MOU with Reclamation. Reclamation intends for this team to provide technical recommendations to Reclamation in the development and implementation of treatment and monitoring criteria for the water treatment systems within the Biota WTP.

V. ORGANIZATION

Reclamation is the federal agency responsible for the OM&R of the Biota WTP. Through the establishment of an AMP team, Reclamation intends to engage relevant stakeholders in identifying key uncertainties, establishing goals and objectives, developing monitoring strategies, as well as considering their technical recommendations and insights into its decision-making process. Reclamation expects and intends the AMP team to consist of technical representatives from various agencies and organizations such as those listed below.

- North Dakota Department of Health
- North Dakota State Water Commission
- U.S. Environmental Protection Agency
- Garrison Diversion Conservancy District

- Government of the Province of Manitoba, Canada
- City of Minot, North Dakota
- North Dakota Game and Fish Department

The AMP team may include additional representation from these or other agencies to provide technical and environmental input as appropriate.

VI. RESPONSIBILITIES

Reclamation intends that this MOU will be implemented as set forth below:

A. The AMP Team should:

- work collaboratively to provide technical recommendations to Reclamation in the development and implementation of the AMP for the OM&R of the Biota WTP,
- assist in the formulation of performance standards, water treatment goals, and objectives for the Biota WTP which are specific, measureable and achievable,
- assist with the design and implementation of monitoring plan(s) as a means of monitoring the efficacy of the water treatment technologies to function as designed to meet and maintain the water treatment goals and other established goals,
- provide technical recommendations in the development of methods for assessing the monitoring data collected and other pertinent data gathered as a means of identifying changes within the environment and/or changes in treatment technologies,
- assist in the development of a decision making model/matrix/process which provides flexibility in addressing or responding to changes in the monitoring data or uncertainties,
- review and recommend treatment technologies and modifications to meet water treatment goals if warranted by the results of the monitoring data,
- work collaboratively with Reclamation in the development and implementation of an emergency response plan with special emphasis on potential biota transfer issues as described in the ROD,
- assist in ensuring the elements of the AMP and the emergency response plan are appropriately integrated and include specific actions such as timely notification procedures,
- meet as necessary to prepare the AMP. Team members may participate in person or via conference call; however in person participation is preferred to facilitate the sharing of information and interacting with other team members, and
- upon implementation of the AMP, the AMP team will meet as necessary but not less than once a year to accomplish its goals.

B. Reclamation intends that it will:

- serve as the lead federal agency in the development and implementation of the AMP. The Project will be implemented under the applicable laws of the United States and Reclamation retains sole decision-making authority. Reclamation's decision-making process will not require a consensus position from the team, and nor will any team member's objection prevent Reclamation from taking any action.
- review the qualifications of the proposed person(s) recommended by an agency/entity to represent their interests on the AMP team and provide concurrence, as appropriate,
- serve as the team lead and facilitator for the AMP team meetings,
- encourage and consider technical data and recommendations from AMP team members,
- notify team members of meeting logistics via email. This could include but is not limited to an agenda, meeting time/location/duration, supporting data/information relative to meeting discussion topics, etc.,
- share monitoring data and other data with AMP team members as described in the AMP,
- be responsible for the preparation of the AMP draft/final documents,
- carefully consider the technical input provided by AMP team members on all draft products developed by the AMP team and respond/revise the draft product as appropriate.
- prudently consider all recommendations from the AMP team regarding changes/modification to the OM&R of the Biota WTP.

C. Province of Manitoba, Canada intends to:

- Provide technical staff person(s) to fully participate as a member of the AMP team. Ideally the technical person(s) Manitoba assigns to this team can be committed to not only assist with the development of the AMP but also to the ongoing monitoring and evaluation processes to be implemented as a means of maintaining consistency in implementation of the AMP and team member relationships,
- Provide name and technical qualifications of person(s) Manitoba proposes to represent their interests on the AMP team within a reasonable timeframe of the request,
- Provide technical data as requested for use by Reclamation and the AMP team throughout the development and implementation of the AMP, and
- Provide any and all resources (financial/data) to their team member(s) needed to participate fully on the AMP team.

VII. TERMS

This MOU will remain in effect for an undefined time period beginning with the implementation of the MOU through the development and implementation of the AMP.

Each signatory to this MOU is responsible for bearing its costs of participation. Any information provided to Reclamation by a signatory to this MOU will be treated as a federal record subject to applicable U.S. federal laws.

Nothing in this MOU should be construed as obligating Reclamation, the Department of the Interior, or any agency of the U.S. Government to expend funds or enter into any contract, financial assistance agreement, other obligations, or to spend funds on any particular project or purpose, even if funds are available.

The Participants intend for this document to be a non-exclusive arrangement. This MOU is not intended to prohibit the Participants from engaging in other arrangements or agreements related to other activities.

This MOU can be modified by mutual agreement of the signatories.

Any AMP team member may terminate their involvement in this MOU through 60-day written notification to the signatories herein.

The Province of Manitoba agrees that it will not seek relief against the U.S. government or any entity or officer thereof in the event of a dispute over whether Reclamation is fulfilling the intentions expressed in this MOU.

VIII. EFFECTIVE DATE

This MOU is intended to come into effect upon signature of the respective governmental bodies of the undersigned participant.

It is contemplated that this MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Facsimiles, hard copies, and scanned electronic copies of signatures, including scanned electronic copies sent by email shall constitute acceptable, binding signatures for purposes of this MOU.

Manitoba Sustainable Development, Province of Manitoba, Canada

By: ORIGINAL SIGNED BY DATED: JUNE 20, 2018

Lori Stevenson, Acting Assistant Deputy Minister

Bureau of Reclamation

By: ORIGINAL SIGNED BY DATED: JUNE 18, 2018

Michael Black, Regional Director