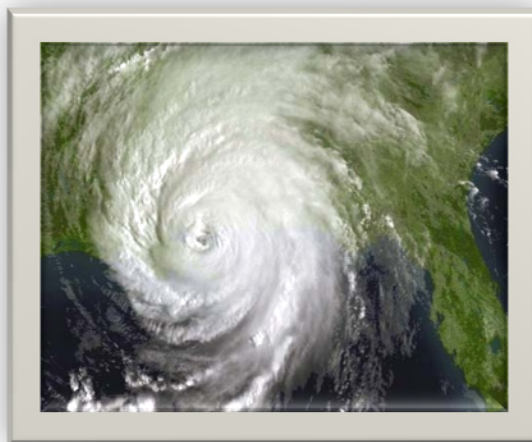


Mississippi Rural Water Association, Inc.



Rural Water Emergency Assistance Cooperative

Guidance Document



RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE (RWEAC)

Internal Protocols and Operating Procedures

RWEAC Core Mission

RWEAC is a network of independent water/wastewater utilities organized informally as a cooperative to provide a coordinated emergency response effort to assist water/wastewater systems needing assistance in accordance with the terms and conditions of the RWEAC mutual aid agreement. Participation in the RWEAC network is on a voluntary basis. There is no cost to participate.

Overview of RWEAC Organization and Administration

The Mississippi Rural Water Association (MsRWA) Chief Executive Officer (CEO) is responsible for administering the day-to-day operation and administration of RWEAC and the MsRWA Disaster Relief Fund.

The CEO may, at his discretion, activate/deactivate the RWEAC Network in response to a specific emergency situation or incident that is deemed to pose a threat to the health, safety and welfare of water/wastewater systems and their customers in Mississippi.

The CEO will designate a RWEAC Incident Commander for each incidence in which the RWEAC Network has been activated. The Incident Commander shall be responsible for coordinating and facilitating the emergency response assistance provided by MsRWA/RWEAC to damaged utilities requesting assistance.

The Incident Commander may make recommendations to the CEO regarding field staff assignments; staging locations; and placement and utilization of RWEAC volunteer personnel, generators, equipment, supplies and technical resources. The Incident Commander shall maintain a database of resources available from MsRWA/RWEAC member utilities and coordinate the delivery and use of these resources where they are most needed. The Incident Commander shall coordinate all MsRWA/RWEAC emergency relief efforts with state emergency officials.

The CEO shall provide periodic updates on MsRWA/RWEAC activities to the MsRWA Board of Directors; congressional offices; National Rural Water Association; federal, state and local officials; the media; and other organizations interested in the work being performed by MsRWA/RWEAC.

Role of MsRWA Field Staff Assigned to an MsRWA/RWEAC Incident

Under the direction and supervision of the CEO and Incident Commander, MsRWA field staff assigned to RWEAC incident shall be considered first responders and as such may be positioned on the ground in the damaged area within hours of the incident. Field staff assigned to work on behalf of MsRWA/RWEAC will be expected to conduct damage assessments and help implement, coordinate and facilitate the emergency response effort on behalf of MsRWA/RWEAC. In addition, field staff may be expected to pick up generators, fuel and cables and deliver them to damaged utilities; troubleshoot problems on behalf of damaged utilities; and make recommendations to system management regarding how best to organize an emergency response plan that can get the utility up and operational as soon as possible.

It is not the role of the MsRWA field staff to provide direct hands-on operational and/or mechanical assistance to a damaged water/wastewater system except in certain circumstances as determined by the Incident Commander.

Field staff assigned to work RWEAC duties will be expected to work long hours under stressful and sometimes dangerous conditions. The CEO will provide for an orderly rotation of field staff so as to reduce the amount of time any one individual is required to work in this environment. Field staff not comfortable working under these extreme and sometimes hazardous conditions shall notify the CEO and will be removed from RWEAC duties.

Mutual Aid Agreement Required

In order to be eligible to receive or provide emergency assistance, a water/wastewater utility is required to execute a mutual aid agreement with RWEAC prior to or during the emergency situation or incident. Assistance will NOT be provided to, or accepted from, a utility that has not executed a mutual aid agreement and other required legal forms with RWEAC. The terms and conditions of the mutual aid agreement and other legal forms may not be amended or altered except in unusual circumstances as determined by the CEO.

Assistance Provided By MsRWA/RWEAC to Damaged Utilities

MsRWA/RWEAC will assist any damaged water/wastewater system requesting assistance and that complies with the RWEAC mutual aid agreement and these internal procedures and protocols. To request assistance the damaged utility may call the CEO or contact MsRWA headquarters in Raymond and provide a list of specific needs. MsRWA will also work with local emergency operation centers and state operation centers on a case by case basis, as equipment and personnel become available.

Priority assistance will be provided to water/wastewater systems most severely impacted by a disaster and in need of equipment, personnel, fuel, supplies, food, water and other basic necessities to get their utility up and operational as soon as possible. The CEO and Incident Commander shall have sole discretion to determine which systems receive priority assistance and in what order. Factors to be considered are time, distance, available personnel and equipment, type of assistance requested, access and conditions on the ground, health and

safety concerns, completed RWEAC agreements/forms, severity of damage to facility and local community, other resources available to the system including assistance from FEMA and/or MEMA, and any other factors deemed relevant.

Secondary assistance will be provided to water/wastewater systems less severely impacted but still needing help. Secondary assistance will be provided as soon as personnel and equipment are available.

Temporary recovery/rebuilding assistance will be provided on a case-by-case basis for those severely damaged systems needing more extensive help such as locating, flushing and pressurizing lines; shutting off valves; backhoe operations; debris removal; etc. This type of assistance requires more coordination, personnel and equipment. As a result, MsRWA/RWEAC may limit this type of assistance to a maximum of 14 days from the date assistance is first provided or if the CEO sees the need for an extended period. Damaged utilities are urged to secure independent contractors to perform more long-term repair and reconstruction projects.

Any priority, secondary or temporary/rebuilding assistance provided by MsRWA/RWEAC to a damaged utility will be coordinated with the RWEAC Incident Commander and the system's manager, board president or designated emergency contact person. Time lines and specific emergency work to be performed will be discussed and agreed upon prior to the start of any assistance.

MsRWA/RWEAC has the right to refuse or limit assistance to a damaged utility if the CEO and Incident Commander are of the opinion that the utility is not being cooperative, has made a request that is unreasonable, unsafe, or if the assistance being requested does not match MsRWA/RWEAC's available resources.

MsRWA/RWEAC will be required to perform damage assessments or system evaluations on behalf of certain state and federal agencies. A damaged utility requesting assistance shall provide MsRWA/RWEAC personnel access to system facilities in order to perform these assessments. System personnel shall be present at all times during any damage assessment or system evaluation conducted by MsRWA/RWEAC staff.

Assistance Provided BY MsRWA/RWEAC to Other State Rural Water Associations

At the discretion of the CEO, MsRWA/RWEAC may assist other state rural water associations requesting emergency assistance provided a mutual aid agreement is executed. To request assistance, the state association should contact the CEO and provide specific information on the type and duration of assistance being requested. Reimbursement under a mutual aid agreement will be requested by MsRWA/RWEAC, but is not a condition for providing assistance to other states.

Assistance Provided TO MsRWA/RWEAC by Other State Rural Water Associations

At the discretion of the CEO, MsRWA/RWEAC may request emergency assistance from other state rural water associations provided that a written mutual aid agreement is executed and these internal procedures and protocols are followed. Prior to requesting assistance, the CEO will contact the CEO of the assisting state association and provide specific information regarding the type and duration of assistance being requested. Reimbursement under a mutual aid agreement will be sought for states providing assistance, but the assisting state will only receive reimbursement for a proportional share of the amount of any reimbursement received by MsRWA/RWEAC through the damaged utility that shall be responsible for making the application for reimbursement.

Damaged Utilities Requesting Generators from MsRWA/RWEAC

An MsRWA/RWEAC generator will be loaned to a damaged utility under the following conditions:

1. Any loaned generator will be used to provide power to a water/wastewater facility that is without electrical power at the time the request for a generator is made. Generators may not be reserved prior to the incidence.
2. Priority will be given to water systems needing emergency power generation for their treatment plants and pump stations. Wastewater plants, lift stations and office space are considered secondary assistance.
3. Generators will generally be made available if MsRWA/RWEAC is able to match available resources with an appropriate size generator that meets the need of the damaged utility. Factors to be considered are voltage, watts, phase, etc.
4. A generator will be delivered by MsRWA/RWEAC personnel to the damaged utility with a full fuel tank and appropriate cable connections. Damaged utilities may need to provide pigtails for generator connection. **As a condition of receiving an MsRWA/RWEAC provided generator, the damaged utility shall be required to have a licensed electrician available at the time the generator is delivered to hook up the generator. If this condition is not met, the generator will be taken to another utility. MsRWA/RWEAC personnel will NOT connect the generator for the damaged utility in the absence of a licensed electrician.** Attached to each generator will be an "Operations Manual" clearly stating kW, voltage, phase as well as basic start-up and connection instructions for the electrician's information.
5. The damaged utility is responsible for maintaining and operating the loaned generator in a safe and responsible manner. This includes providing properly trained personnel, an adequate supply of fuel, oil and other maintenance needs. The generator is to be kept in a secure location with appropriate locks and protection in place to prevent loss, theft or damage to the loaned generator.
6. Any generator loaned to a damaged utility may not be used beyond 10 days without the consent of the Incident Commander and the utility loaning the generator.
7. The damaged utility shall notify MsRWA/RWEAC within two hours of power being restored and shall return the loaned generator to the MsRWA/RWEAC staging area (or other agreed upon location) in a timely manner and with a full fuel tank and cables.

8. The damaged utility shall not move the generator to another site or location without the consent of the Incident Commander.
9. The damaged utility shall be responsible for any loss, theft, misuse or damage to the loaned generator.

MsRWA/RWEAC members agreeing to “loan” generators to damaged utilities

Generator will be loaned to MsRWA/RWEAC for use at a damaged utility under the following conditions:

1. Any generator loaned to MsRWA/RWEAC shall be delivered by the utility providing the generator to an agreed staging area with a full fuel tank, cables and an operations manual. MsRWA/RWEAC will log-in the make, model and serial number of the generator into a database and track its hourly use during the duration of the time it is under MsRWA/RWEAC's control. A report of its hourly use will be provided to the utility loaning the generator at the conclusion of the assignment.
2. Any generator loaned to MsRWA/RWEAC or a damaged utility shall not be in service beyond 10 days without the consent of the utility loaning the generator. Upon completion of 10 days, MsRWA/RWEAC or the damaged utility will make arrangements to return the generator to the utility loaning the generator with a full fuel tank and cables.

Insurance and Hold Harmless Clause

Insurance coverage is the responsibility of each entity participating in the response effort. Borrowed equipment or other resources must be covered by insurance provided by the owner of the equipment or resource. MsRWA/RWEAC and the utility donating the equipment shall each bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts it should carry. Nothing herein shall act or be construed as a waiver of any immunity, or other exemption or limitation on the liability that either MsRWA/RWEAC or any damaged utility or assisting utility may enjoy. A water/wastewater utility donating resources to MsRWA/RWEAC should check with their insurance carrier before agreeing to provide any equipment, fuel, personnel or supplies to MsRWA/RWEAC or a damaged utility. The participants of the RWEAC agree to hold each other harmless for claims arising out of their own negligence.

Reimbursement

An assisting utility should not expect to be reimbursed for any equipment, fuel, manpower or supplies provided to MsRWA/RWEAC for use by a damaged utility. However, in the event that the damaged utility is reimbursed by FEMA, the State of Mississippi or other sources, then the assisting utility may be reimbursed proportionally to the amount of reimbursement received by the damaged utility. In addition, the damaged utility may also provide MsRWA/RWEAC with reimbursement, proportionate to the amount of reimbursement received, for any MsRWA/RWEAC equipment used to assist the damaged utility. It is the responsibility of the damaged utility to make applications to FEMA, the State of Mississippi or other sources for such reimbursement.

Reporting Requirements

A water/wastewater utility providing personnel, equipment and supplies to MsRWA/RWEAC for assistance to a damaged utility will be required to provide MsRWA/RWEAC with receipts, invoices and other written evidence of expenses incurred for possible reimbursement by FEMA and other state and federal assistance agencies. Such information must be filed with MsRWA/RWEAC within 30 days of the date the assistance was completed. All expenses submitted for possible reimbursement are subject to audit.

Required Legal Forms

In addition to the Mutual Aid Agreement, MsRWA/RWEAC may require that certain other legal forms and documents be executed prior to assistance being provided. Such forms may include, but are not limited to, MsRWA/RWEAC Equipment Lease/Use Form, RWEAC Application form, MsRWA/RWEAC Protocol Form, Liability Release Form, Generator Form, etc.

MsRWA Disaster Relief Fund

Damaged water/wastewater utilities who received assistance from MsRWA/RWEAC are strongly encouraged to make a generous financial contribution to the MsRWA Disaster Relief Fund.

Any financial reimbursement received by MsRWA/RWEAC from the damaged utility or any state or federal agency shall be deposited into this fund. Any disbursements for equipment, supplies, travel, fuel, system reimbursements, etc. shall be charged to this fund.

Response Teams

- MsRWA/RWEAC First Response Teams are comprised of MsRWA employees who have been trained and certified to assist with the initial damage assessments and help coordinate the delivery of equipment and resources to water and wastewater systems requesting assistance in the most severely damaged areas.
- MsRWA/RWEAC Volunteer Response Teams are comprised of volunteers who have been trained and certified by MsRWA to assist damaged utilities. Team members will assist those utilities and areas that have received the most damage.
- MsRWA/RWEAC Assistance Teams are comprised of volunteers who have not been trained and certified by MsRWA to assist damaged utilities but who have offered their personnel, supplies and equipment to the relief effort. These team members will assist in those utilities and areas that need assistance but have not received major damage.

Pre-event Preparation

Efficient mutual aid and on-site emergency assistance response requires pre-event action and support, including regular communication with MsRWA/RWEAC members, training workshops and information sessions for MsRWA/RWEAC members. MsRWA/RWEAC shall provide the opportunity for education and training of volunteers willing to serve as volunteer team members at least annually. MsRWA/RWEAC shall provide certification to those individuals who qualify to serve on a MsRWA/RWEAC Volunteer Response Team.

In the event of an expected hurricane or other emergency incident, the CEO will appoint a MsRWA/RWEAC Emergency Management Team whose purpose is to help activate the MsRWA/RWEAC network and make plans for the deployment of MsRWA/RWEAC First Response Teams, Volunteer Response Teams, administrative personnel and other resources. When feasible, MsRWA/RWEAC will coordinate with state and federal agencies to maximize the usefulness of MsRWA/RWEAC activities.

Before an expected hurricane landfall or other emergency incident, the MsRWA/RWEAC Emergency Management Team will contact every MsRWA/RWEAC member water and wastewater system within the projected storm path to obtain emergency contact numbers and preparedness status.

MsRWA/RWEAC will maintain a database of this information. It will serve as the most valuable information available for communicating following the emergency. The initial contact made with the system should document the following:

- Emergency contact numbers (cell phone, radio numbers) of each system
- Identify a system contact person name and ask that they report system status after the event to MsRWA/RWEAC via the MsRWA office, 1.800.343.2520 or by e-mail to msrwa@msrwa.org
- If they would be willing to help others in acting as volunteer or assistance teams if they're not affected by the emergency, if so, obtain the number of individuals available and their equipment and personnel capabilities
- List any equipment (generators, by-pass pumps, etc) that they might have available or specific needs to continue temporary operation of the utility. Ask that they have all available resources on standby.
- Personnel – Identify key personnel (equipment operators, electricians)
- Update information as often as possible throughout the aftermath

This information will be recorded in a database and made available to the Incident Commander in both hardcopy and electronic format.

First 24 - 48 Hours Following the Incident

- The CEO and Incident Commander will use their best judgment in requesting assistance from other state rural water associations and organizations.
- The MsRWA/RWEAC Emergency Management Team shall coordinate activities and assignments with the State Emergency Operations Center, the Mississippi State Department of Health, and the Mississippi Department of Environmental Quality when possible.
- The CEO and MsRWA/RWEAC Incident Commander will decide when and where to set up a command center and/or staging area. The site shall be as close to the impacted area as practical.
- The MsRWA/RWEAC Emergency Management Team will consider weather conditions, road closings and public health issues before sending MsRWA/RWEAC First Response and Volunteer Response Teams into the worse impacted areas.
- The MsRWA/RWEAC First Response Team may assist the Incident Commander and CEO in setting up the staging area and preparing the site for use by the MsRWA/RWEAC Volunteer Response Teams.
- The MsRWA/RWEAC First Response Team will conduct initial damage assessments of the affected area. A detailed damage assessment (DDA) Appendix 5 is required before any MsRWA/RWEAC assistance can be provided.
- The MsRWA/RWEAC Emergency Management Team may assist the CEO and Incident Commander in establishing an action plan before requesting assistance from MsRWA/RWEAC Volunteer Response Teams.
- The MsRWA/RWEAC Emergency Management Team shall coordinate the deployment of MsRWA/RWEAC Volunteer Response Teams to the staging area as determined by the CEO and Incident Commander.
- Additional MsRWA/RWEAC First Response Teams shall be on standby for deployment into the affected area as needed.

Detailed Damage Assessment (DDA)

The purpose of the DDA- Appendix 5 is to prioritize the needs of damaged utilities and to balance those needs with available resources. Priority will be given to systems that have the capability for a continuous improvement in the operational status of their system, in the shortest amount of time possible at the most reasonable expense to the damaged utility.

A DDA will typically begin as soon as possible following the emergency. The DDA will identify specific critical locations where restoration can be most effectively provided. It will provide an initial assessment of the resources needed to return the system to an operable condition.

In most cases, it should also provide current information regarding power restoration progress. If the utility is on the high priority list for electrical restoration, then normally some expectation of outage time will help in determining the temporary needs for restoration with portable generators, etc.

Upon review of this DDA by the MsRWA/RWEAC Incident Commander, MsRWA/RWEAC First Response Teams and/or MsRWA/RWEAC Volunteer Response Teams will be assigned. When possible, every effort shall be made to give a periodic progress report to the State Emergency Operations Center, the MSDH, the MDEQ, and the MsRWA district director(s) in the impacted area.

The Incident Commander shall prioritize available resources and match those resources with the requested need based on information gathered in the DDA. The Incident Commander and CEO shall have the sole responsibility to deploy personnel and resources in accordance with the following factors.

- Information provided on the emergency assistance request form (Appendix 4).
- Information critical to the damaged utility's operation:
 - Auxiliary Generator Size
 - Electric Motors: number, size, voltage, phase, amp
 - Pumping Requirements
 - Anticipated Date and Time of Power Restoration
 - Other Needs: Equipment, Manpower, etc.
 - Proximity to Staging Area
 - Road and Weather Conditions
 - Availability of fuel, lodging and other supplies
 - Assistance Available From Other Emergency Providers
 - Size of wire and type of cable connection needed for generator hookup
- Confirm that system has an electrician available

MsRWA/RWEAC Response Team Preparations

- Fill gas tanks – gasoline and diesel are hard to find in affected areas
- Identification (driver's license, passport, etc)
- Cell phones and charger
- Cash and credit cards
- Hand Tools
- Pack an over-night Bag with personal items, such as:
 - First Aid Kit
 - Insect Repellent
 - Water Bottles
 - High Protein Snacks
 - Cot or Air Mattress / Pad
 - Soap & Shampoo
 - Hats
 - Spare Shoes
 - Rain Gear
 - Light Reading Material
 - Matches or Lighters
 - Fan
 - Alarm Clock
 - Pocket Knife
 - Water Filter/Purification
 - ChapStick / Lip Balm
 - Maps
 - Watch
 - Aspirin / Tylenol
 - 40+ Sun Screen
 - Soft Drinks
 - Sleeping Bag / Blanket
 - Tent & Ground Tarp
 - Mirror & Comb
 - Gloves
 - Clothing, 7-10 Days
 - Bandannas
 - Camera & Film
 - Paper Towels
 - Extension Cord
 - Battery Radio
 - Stove & Fuel
 - Wet Wipes
 - Toilet Paper
 - Pens/Pencils
 - Calculator
 - Prescription Medications
 - Sunglasses
 - Food
 - Pillow
 - Towel & Wash Cloth
 - Tape - Elect, Duct
 - Work Boots
 - Extra Socks, 12+
 - Daypack
 - Spare Batteries
 - Sewing Kit
 - Large Garbage Bags
 - Flashlight
 - Bowl, Cup, Spoon
 - Hand Sanitizer
 - Tooth Brush / Paste
 - Notepaper
 - Business Cards

Other items considered good to have on hand:

- GPS & Laptop with Map Software
- Shovels
- Manhole Hooks
- Chain saws

MsRWA/RWEAC Response Team Protocol

Upon Arrival and During the Incident

Upon arrival at the RWEAC Staging Area all Emergency Response Teams must check-in with the Incident Commander and attend a briefing session conducted by the CEO and/or Incident Commander prior to being deployed. The following issues shall be addressed at the briefing session:

- Review the RWEAC Emergency Response Protocols and Procedures
- Identify the MsRWA/RWEAC team leaders
- Discuss the internal/external communication process
- Determine the schedule and assignments for the day
- Review the required paperwork and reporting procedures
- Answer questions
- Obtain assignment

A daily briefing session for all response team members will be held at 7:00 AM each morning at the staging area. Everyone is required to attend this meeting.

The Incident Commander shall review the assignments for the day and update everyone on the overall status of the response effort.

Response team members are required to call into the command center at the staging area at least two (2) times daily for updates and/or additional assignments.

A daily debriefing session for all response team members will be held at 7:00 PM each evening at the staging area. Everyone is required to attend this meeting.

Response teams who encounter special situations, problems or questions in the field should communicate with the Incident Commander as soon as possible.

Response teams need to be flexible and understand that situations and assignments may change. Response teams may be asked to alter their plans and assignments with little notice.

Response teams will be advised by the CEO and/or Incident Commander when their work is finished for the day or for the incident.

Team members are asked to be respectful of their colleagues and maintain proper decorum at all times.

Response teams need to communicate to the Incident Commander any changes to initial work assignments. If there is no electrician on-site to hookup a generator, work assignment will be reviewed and possibly reassigned.

Response teams shall not hookup any generator without the approval of the CEO or Incident Commander.

Exit Strategy

RWEAC is designed to help restore water and wastewater services to as many utilities as possible after an emergency. MsRWA/RWEAC's primary purpose is to restore a damaged utility to a basic operational level. It is not the intent of MsRWA/RWEAC to restore a utility system to a normal operational level, i.e. all pumps, motors, etc. operational. Therefore, response is a short-term activity, which is measured in days, not in weeks or months.

Response teams spend long hours under very adverse eating and sleeping conditions and so the RWEAC emergency relief efforts have a short life span. Exhaustion becomes a factor in some cases after 3 to 4 days; the priority is to keep everyone alert, productive, and safe.

The MsRWA/RWEAC response teams will be asked to plan their response efforts based on a reasonable time in the field (no longer than 5 days) at which time other teams should already be in place to assist.

Once basic water service (including quality, pressure and quantity) along with wastewater service (including collection, pumping, treatment and disposal) can be restored, the damaged utility has the obligation to maintain its own operation.

The CEO and Incident Commander will determine when the response effort is to be terminated. Before departing, the Incident Commander should make arrangements with the damaged utility to coordinate the prompt return of equipment to the owner. All equipment is to be returned as soon as possible after the event.

It can be difficult to judge when RWEAC's work is finished. The most obvious measure is when power has been restored. Once power is restored it is imperative that temporarily loaned generators and other equipment be disconnected and moved to areas where power may still be lacking or returned back to the lending utility. Restoration of power is indicative of a condition where permanent repairs to facilities and equipment can be initiated by the damaged utility. MsRWA/RWEAC may provide additional short-term assistance at the discretion of the Incident Commander and CEO.

Long-term reconstruction and improvements are not considered part of the RWEAC program.

Return of Borrowed Equipment

MsRWA/RWEAC has an obligation and duty to safeguard ALL equipment used during the response effort. This includes any MsRWA/RWEAC borrowed equipment. Equipment movements should be tracked and systems borrowing the equipment must be instructed to return it in similar or better condition. Any damages to the equipment during its use shall be the responsibility of the system recipient. The Incident Commander is responsible for the proper return of all borrowed equipment in a timely manner in accordance with the RWEAC agreement.

It is the responsibility of the borrowing system to ensure that equipment is returned in its original condition; cleaned, with a full tank of fuel, and with all lubricant levels at maximum capacity. If the borrower fails to return equipment in the condition indicated, the lending system may bill borrower for all costs of fuel, lubricant and labor associated with refueling, cleaning and transportation required to return generator to the condition it was in prior to the emergency event.

Evaluation of Services Rendered

It is important that MsRWA/RWEAC evaluate its performance after each incident. The CEO shall conduct a post event survey of all MsRWA/RWEAC member systems who received assistance during an emergency to determine the manner and level of service they received from the MsRWA/RWEAC Response Teams. Likewise, all MsRWA/RWEAC member systems who volunteered equipment, personnel and other resources will be surveyed to determine the effectiveness of the RWEAC effort.

The CEO shall provide the MsRWA Board of Directors with a report of the results of this evaluation.

MsRWA/RWEAC members who received assistance shall be encouraged to send a thank you letter to the utility that provided the assistance. Damaged utilities may also be encouraged to make a financial contribution to the MsRWA Disaster Relief Fund.

RWEAC is a neighbor helping neighbor cooperative. Everyone benefits from being a part of the RWEAC network. Water systems should encourage their colleagues to participate in the MsRWA/RWEAC mutual aid program.

APPENDIX 1
RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE
AGREEMENT

Rural Water Emergency Assistance Cooperative Agreement

ARTICLE I. PURPOSE

This Rural Water Emergency Assistance Cooperative Agreement (Agreement) is a mutual aid agreement to provide a program whereby water/wastewater utilities sustaining physical damage from natural or man-made disasters in the state of Mississippi can obtain emergency assistance, in the form of personnel, equipment, materials and other associated services necessary to protect the health and welfare of the utilities' customers. The purpose of this Agreement is to formally document this program.

ARTICLE II. CREATION OF RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE

This Agreement and similar agreements between the Mississippi Rural Water Association, Inc. (MsRWA) and other retail water and sewer utilities collectively constitute the Rural Water Emergency Assistance Cooperative (RWEAC). RWEAC is created in recognition of the fact that rural utilities and their communities are more effectively supported in times and circumstances of emergency by the collective pooling of their personnel, equipment, materials and other associated services. By signing this Agreement, each water or wastewater utility acknowledges the mutual benefit which is received by that utility and, in turn, made available by that utility to other similarly situated utilities and their communities. RWEAC is administered by the MsRWA for the purpose of providing emergency assistance in coordination with the community of rural utilities signing all such agreements, as more fully described herein.

ARTICLE III. DEFINITIONS

- A. AGREEMENT – The RWEAC Agreement, which is entered into by and between the MsRWA, a non-profit association organized and operating under the laws of the State of Mississippi and Section 501(c)(3) of the Internal Revenue Code, and the **[Name of Utility]**.
- B. UTILITY - The **[insert name of Utility signing the Agreement]**.
- C. RWEAC - The Rural Water Emergency Assistance Cooperative.
- D. ASSISTING UTILITY - Any water/wastewater utility, including the Utility, providing assistance to a Damaged Utility in coordination with MsRWA through the RWEAC.
- E. DAMAGED UTILITY – A water/wastewater utility sustaining damage to the utility's water/wastewater system due to a natural or manmade disaster and seeking assistance through the RWEAC.
- F. MsRWA – The Mississippi Rural Water Association, Inc. which administers the RWEAC and provides assistance to a Damaged Utility pursuant to this Agreement.

- G. AUTHORIZED REPRESENTATIVE – An employee or agent of MsRWA, an employee or agent of the Utility, or an employee or agent of any Damaged Utility or an Assisting Utility.
- H. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel or equipment of the MsRWA or an Assisting Utility from any point for the purpose of traveling to a Damaged Utility in order to provide assistance, or to a staging area in preparation for providing assistance, and ending upon the return of all personnel or equipment of the MsRWA or the Assisting Utility, after providing the assistance requested, to the applicable residence or place of work, whichever is first to occur.
- I. PERSONNEL OR EQUIPMENT - The equipment, and any other materials necessary to protect the health and welfare of utility customers, belonging to MsRWA, RWEAC or to an Assisting Utility or utilized by RWEAC or pursuant to any other mutual aid agreement with any third party or parties; and personnel employed by or under contract with MsRWA or personnel, contractors, or representatives of assisting utilities who are providing assistance pursuant to this agreement.
- J. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the MsRWA or an Assisting Utility are being used by or for the benefit of a Damaged Utility to provide assistance.
- K. FEMA – The Federal Emergency Management Agency, or its agents, successors, or assigns.

ARTICLE IV. RESPONSIBILITIES OF MSRWA AND UTILITY

- A. MsRWA shall be responsible for management of RWEAC, including oversight and coordination of assistance to any Damaged Utility. In the discharge of this responsibility, MsRWA shall:
 - 1. Compile and update as necessary a list of personnel employed by or under contract with MsRWA and employed by or under contract with all utilities executing RWEAC agreements with MsRWA, including the Utility, who are available for providing assistance to any Damaged Utility.
 - 2. Compile and update as necessary an inventory of equipment and materials maintained by MsRWA and maintained by all utilities executing RWEAC agreements with MsRWA, including the Utility, which is available for providing assistance to any Damaged Utility.
 - 3. Determine whether assistance is to be made available to any Damaged Utility, including prioritizing RWEAC assistance among two or more Damaged Utilities, and the specific terms and conditions under which such assistance is to be provided.

4. Coordinate, direct and maintain oversight of all RWEAC assistance.
 5. Coordinate and maintain oversight of all applications for reimbursement of costs incurred in providing RWEAC assistance, if appropriate (as determined by MsRWA), whether such costs are incurred by MsRWA or an Assisting Utility.
- B. The Utility shall comply with the terms of this Agreement as requested by MsRWA. Specifically, the Utility may:
1. Compile and update as necessary a list of all personnel employed by or under contract with the Utility who are available at the request and under the direction of MsRWA for providing RWEAC assistance to any Damaged Utility, including the qualifications, training, licenses and expertise maintained by each person identified by the Utility.
 2. Compile and update as necessary an inventory of equipment and materials maintained by the Utility that are available at the request and under the direction of MsRWA for providing RWEAC assistance to any Damaged Utility, including the design specifications, operating requirements and condition of all such equipment and materials identified by the Utility.
 3. Comply with MsRWA's direction and oversight in providing RWEAC assistance to any Damaged Utility when MsRWA determines that such assistance is appropriate.
 4. Provide complete and accurate documentation as requested by MsRWA, including but not limited to completion of forms identifying specific equipment, materials and personnel deployed by the Utility, the time of use, and the specific purpose of use.
- C. The Damaged Utility may:
1. Apply for reimbursement from FEMA, the State of Mississippi, and/or other sources for the equipment, fuel, personnel, and supplies used by the Damaged Utility. The application for reimbursement and amendments thereto shall include the reimbursement requested by Assisting Utilities and MsRWA. The Damaged Utility shall reimburse an Assisting Utility and MsRWA based upon the Assisting Utility's or MsRWA's proportional share of the reimbursement received by the Damaged Utility.
 2. Have a licensed electrician available at the time a generator is delivered to hookup the generator. If this condition is not met, the generator will be taken to another Damaged Utility. MsRWA/RWEAC will not connect a generator for the Damaged Utility in the absence of a licensed electrician.
 3. Maintain and operate the loaned generator in a safe responsible manner. This includes providing properly trained personnel and an adequate supply of fuel, oil and other maintenance needs. A loaned generator is to be kept in a secure

location with appropriate locks and protection in place to prevent loss, theft or damage to the loaned generator.

4. Notify MsRWA/RWEAC within two hours of power being restored and shall return any loaned generator to the MsRWA/RWEAC staging area (or other agreed upon location) in a timely manner and with a full tank of fuel, oil, etc.

ARTICLE V. PROCEDURE

In the event that a utility participating in the RWEAC becomes a Damaged Utility, the following procedure shall be followed to the extent practicable under the circumstances:

- A. An authorized representative of the Damaged Utility may contact an Authorized Representative of the MsRWA and provide the following information to the extent known:
 1. a general description of the damage sustained;
 2. the identity and location of the water/wastewater system or systems for which assistance is needed;
 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 4. the identification of work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc; and
 5. other information requested by MsRWA.
- B. When contacted by the Damaged Utility, the Authorized Representative of the MsRWA may assess the circumstance, including the availability of personnel or equipment and materials, to determine whether it is appropriate to provide the assistance. Neither MsRWA nor any utility participating in RWEAC shall be under any obligation to provide assistance to the Utility or any Damaged Utility. If MsRWA's Authorized Representative determines that RWEAC is able and willing to provide assistance, the MsRWA shall so notify an Authorized Representative of the Damaged Utility and provide the Damaged Utility with the specifics of the RWEAC assistance.
- C. The personnel and equipment of the MsRWA or any Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the MsRWA, or an Assisting Utility as appropriate and as directed by MsRWA. Any equipment or materials made available to a Damaged Utility shall be maintained by the Damaged Utility strictly as directed by MsRWA, including the location at which the equipment is used and the maintenance of the equipment during use. The ownership of any equipment shall remain with the MsRWA or the Assisting Utility and said equipment shall be returned to the MsRWA or the Assisting

- Utility immediately upon request or as otherwise directed by MsRWA. Representatives of the Damaged Utility may suggest Work assignments and schedules for the personnel of the MsRWA or any Assisting Utility; however, the designated supervisory personnel of the MsRWA, or the Assisting Utility as authorized by MsRWA, shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the MsRWA or any Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the MsRWA or any Assisting Utility, and report Work progress to the Damaged Utility.
- D. The Damaged Utility may have the responsibility of providing daily communications between the personnel of the MsRWA and any Assisting Utility and the Damaged Utility.

ARTICLE VI. EXPENSES

This agreement is made without any expectation of reimbursement of expenses. Where deemed appropriate by MsRWA, reimbursement may be requested, either from the Damaged Utility or from FEMA or other public disaster relief entity. Guidelines governing any reimbursement for assistance provided under this Agreement include:

- A. PERSONNEL – During the Period of Assistance, the MsRWA or the Assisting Utility shall continue to pay MsRWA's or the Assisting Utility's personnel according to current and reasonable salaries, including any applicable overtime. The Damaged Utility shall cooperate fully with MsRWA in seeking or providing any reimbursement to the MsRWA and any Assisting Utility for direct and indirect payroll costs and expenses incurred during the Period of Assistance, as determined by MsRWA.
- B. EQUIPMENT – The MsRWA and any Assisting Utility may be reimbursed by the Damaged Utility for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA or as otherwise mutually agreed between the MsRWA and the Damaged Utility. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates may be developed based on actual recovery of costs.
- C. MATERIALS AND SUPPLIES – The MsRWA and any Assisting Utility may be reimbursed by the Damaged Utility for materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the MsRWA's or the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the MsRWA may agree that the Damaged Utility will replace, with a like kind and quality as determined by the MsRWA, the materials and supplies used or damaged.

ARTICLE VII. RWEAC GUIDANCE DOCUMENT

It is acknowledged by and between the MsRWA and the Utility that provisions and protocols of the RWEAC Guidance Document are incorporated herein by reference for all purposes to and as part of this agreement.

ARTICLE VIII. INDEMNIFICATION

MsRWA and the Utility shall each indemnify the other and hold the other harmless from any claims for any injury to personnel or for damage to or loss of equipment or materials or for any loss of revenue or value arising from any actions taken or not taken in MsRWA's administration, management and oversight of RWEAC or from any actions taken or not taken in providing RWEAC assistance to any Damaged Utility, including claims by any third parties.

The Utility agrees to hold MsRWA/RWEAC harmless from any damage, claim, demands, or courses of action which may be asserted in regards to the assistance provided pursuant to the terms of this Agreement.

ARTICLE IX. INSURANCE

MsRWA and the Utility will each bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that either MsRWA or the Utility or any Damaged or Assisting Utility may enjoy.

The Utility shall maintain insurance for any equipment which the Utility uses in providing assistance to a Damaged Utility. Before donating resources, the Utility should check with their insurance carrier to determine their coverage. MsRWA will maintain insurance covering MsRWA's equipment and MsRWA's use of the Utility's equipment.

ARTICLE X. OTHER UTILITIES

The Utility acknowledges and agrees that other utilities not participating in RWEAC may not receive assistance through RWEAC.

ARTICLE XI. PERFORMANCE NOT OBLIGATORY

This Agreement is voluntary, and the responsibilities set forth under this Agreement expressly are not enforceable by either party against the other. This Agreement does not obligate MsRWA to provide any and all assistance that may be requested by the Utility, nor is the Utility obligated to provide any or all assistance when requested by MsRWA.

ARTICLE XII. EXCLUSIVITY

This Agreement is not exclusive and does not preclude or limit either MsRWA or the Utility from executing other mutual aid agreements, whether under RWEAC or otherwise, provided any such other mutual aid agreement should not be inconsistent with the parties' respective responsibilities under this Agreement. In the event the Utility executes any other mutual aid agreement, the Utility shall provide a copy of same to MsRWA.

ARTICLE XIII. TERMINATION OF AGREEMENT

This agreement may be terminated by either MsRWA or the Utility by written notice to the other party at the sole option of either MsRWA or the Utility.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, authorized representatives of the MsRWA and the Utility duly execute this Rural Water Emergency Assistance Cooperative Agreement. This Agreement is effective upon execution by each authorized representative.

[Name of Utility]

Mississippi Rural Water Association, Inc.

[Name of Authorized
Representative]

Kirby Mayfield
CEO

Date

Date

APPENDIX 2
RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE
APPLICATION

Application
Mississippi Rural Water Association, Inc.
Rural Water Emergency Assistance Cooperative (RWEAC)

Name of Water System: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Office Phone : (____) _____ Fax: (____) _____ E-mail: _____

Physical Address of Water System (If different from mailing address): _____

City: _____ County: _____ State: _____ Zip: _____

Name of Authorized Emergency Contact Person: _____

Position or Title: _____

Home Phone: (____) _____

Cell: (____) _____

E-mail address _____

Alternate Emergency Contact Person: _____

Position or Title: _____

Home Phone: (____) _____

Cell: (____) _____

E-mail address: _____

Alternate Emergency Contact Person: _____

Position or Title: _____

Home Phone: (____) _____

Cell: (____) _____

E-mail address: _____

Does your water/wastewater system have a signed mutual aid agreement in place with another entity? Yes____ No____ If yes, attach a copy.

Our water/wastewater system hereby applies to be a member of the Rural Water Emergency Assistance Cooperative. Attached as part of this application is a signed RWEAC Mutual Aid Agreement and completed RWEAC Resource Survey Form.

Signature of Authorized Representative

Date

APPENDIX 3
RURAL WATER EMERGENCY ASSISTANCE COOPERATIVE
RESOURCE SURVEY FORM

Resource Survey Form
Mississippi Rural Water Association, Inc.
Rural Water Emergency Assistance Cooperative (RWEAC)

Part 1. Needs Survey

In the event of a disaster or other emergency RWEAC will respond by matching your water/wastewater system needs with potential donors. The more you can tell us about your system the better we will be able to assist you and your customers in time of need.

Check all that apply and add information as needed.

Type of System: ☐ Surface Water ☐ Groundwater ☐ Purchased ☐ Wastewater

Number of Connections: _____

Number of Wells: _____ Number of Lift Stations: _____

Type of Disinfection: ☐ Gas Chlorine ☐ Liquid Chlorine ☐ Miox ☐ other _____

Disinfection Equipment Used: _____

Size of Pipe in System: ☐ 1 ½" ☐ 2" ☐ 3" ☐ 4" ☐ 6" ☐ 8" Other List _____

Pipe Material: ☐ PVC ☐ Cast/Duct Iron ☐ A/C ☐ Clay Other List _____

Water Storage: ☐ Elevated Storage (size _____) ☐ Pressure Tank (size _____)

Power Needs: An electrician or other qualified person should help determine generator size and needs based on operation of system under emergency conditions with minimal electrical demand. In an emergency, you will not need to simultaneously power all pumps and equipment. It is highly recommended that your emergency response plan anticipate moving a portable generator from location to location to fill tanks. Power sources in an emergency are very important; please take the time to provide accurate information.

Do you have a generator: ☐ Yes ☐ No

If yes: Kilowatt _____ Phase _____ Voltage _____

Is it Portable: _____? Where is it located? _____

What type of fuel does it require: ☐ Diesel ☐ Gasoline ☐ Propane?

If No: Generator Needs: Kilowatt _____ Phase _____ Voltage _____

Do you have a disconnect from normal power source: ____ Yes ____ No

Do you have connection for Generator: ____ Yes ____ No

Name of electrical service provider(s): _____

Part 2. Donations Survey

In the event of a disaster or other emergency, your water/wastewater system will be asked to respond to those in need. Please indicate the type of resources that your water system will be able to donate or loan to RWEAC. Your system is not obligated to provide any of the services listed below. You will be contacted prior to RWEAC making any commitments on your behalf.

Please check all that apply and add information as needed.

Treatment/ Pumps

Portable Treatment Plants: ____ Surface Water ____ Wastewater ____ Other (_____)

Portable Pump Stations: ____ Potable Transfer/Booster ____ Sewage Lift Station

Chemical/Treatment _____

Generators:

Kilowatt _____ Phase _____ Voltage _____ Fuel Type _____

Skid or Trailer Mounted _____ Size and Type of Hitch _____

Copy of Owners Manual available ____ Yes ____ No

Fuel:

Diesel ____ Gasoline ____ Propane ____ Other (_____)

Portable Tanks: Size _____ Type (skid/trailer) _____ Hitch _____

Heavy Equipment:

Track hoe ____ Backhoe ____ Trencher ____ Bulldozer ____ other equipment ____

List equipment type, size, fuel and transportation _____

Flat bed Trailer ____ (size ____ hitch type ____)

Truck ____ (size ____, fuel ____, hitch type ____)

List Other _____

Mobile Equipment:

Lights ____ Welders ____ Air Compressors ____ Hand Tools ____

Trash Pumps ____ (size ____, fuel ____)

List all Water/Wastewater Personnel your system is willing to make available to RWEAC in the event of a disaster or other emergency. RWEAC will not make contact with these individuals without your prior approval.

Name: _____

Position or Title: _____

Licenses Held: _____

Special Expertise: _____

Name: _____

Position or Title: _____

Licenses Held: _____

Special Expertise: _____

Name: _____

Position or Title: _____

Licenses Held: _____

Special Expertise: _____

Indicate the following support services, supplies and facilities your system is willing to donate/loan to RWEAC.

Bottled Water _____

Fruit Juices & Soft Drinks _____

Food _____

Housing facilities: On-site _____ Portable _____

Food Preparation equipment: On-site _____ Portable _____

Portable Restrooms _____

Secure Staging Area for Work Crews and Equipment: _____

List any other items that your system is willing to donate/loan to RWEAC:

1. _____
2. _____
3. _____

APPENDIX 4
EMERGENCY ASSISTANCE REQUEST FORM

EMERGENCY ASSISTANCE REQUEST FORM

The following information constitutes a formal request for assistance from the MsRWA/RWEAC for the emergency reasons listed.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____

Cell: (____) _____ E-mail: _____

Other Emergency Number: _____

Type of Emergency: _____

Brief Description of Assistance Needs: (Please include a specific description of generator size, phase, voltage, etc. or number of manpower needed.)

Will an electrician be available? ☐ Yes ☐ No

Electrician name: _____ Phone Number: (____) _____

Date of Request

Signature of Individual Making Request

Date and time received by RWEAC

Action Pending

Appendix 5
RWEAC DETAILED DAMAGE ASSESSMENT FORM

Steps in Conducting a Detailed Damage Assessment and Facility Recovery Program

1. Categorize into power outage and facility damage
2. Determine extent of power outages and prognosis for power recovery
3. Dispatch any unused portable generators to critical areas
4. Dispatch skilled personnel to facility damage locations
5. Complete detailed damage assessment form
6. Develop status monitoring system (status board)
7. Prioritize response plan according to critical needs
8. Dispatch available in-house resources
9. Request outside assistance

Detailed Damage Assessment Classifications

Category	Duration/Resolution	Examples
1.) Routine damage to facilities and/or power outages in some areas	Disruption can be resolved within 24 hours. Restoration is made using in-house resources.	Line breaks, minor mechanical problems, short-term power outage, no threat to public health
2.) Minor damage to facilities and/or power outages in most areas	Disruption can be resolved within 72 hours. Restoration is made using local contracted service and in-house resources.	Minor disruption in treatment, minor damage to power grid, damage requiring specialized equipment or parts
3.) Significant damage to facilities and significant damage to power infrastructure	Disruption can take up to a week to resolve. Restoration requires the short-term use of outside utility resources and some assistance from FEMA.	Major damage to utility infrastructure, loss of portions of power grid, multiple line breaks, loss of supply pressure in some areas of system
4.) Catastrophic Damage to Facilities and Loss of Power Infrastructure	Disruption can take several weeks or months to resolve. Restoration requires significant and long-term use of outside utility resources and assistance from FEMA.	Total loss of supply pressure or treatment capability; power grid severely damaged; significant mechanical, electrical, or contamination problems

RWEAC DETAILED DAMAGE ASSESSMENT FORM

Date: _____ Time: _____ Pictures Taken? Yes _____ No _____

Water system _____ Wastewater system _____ Treatment Facility _____

Pumping System: _____ Lift Station: _____ Office: _____

Plant Facility Name: _____

Address or Location: _____

Person Making Report: _____ Title: _____

Contact Information:

_____ Business _____ Cell _____ Home

_____ Alternate _____ Alternate _____ Alternate

1. Type of Damage to Facility: ☐ Physical ☐ Building ☐ Pump Station

☐ Electrical ☐ Distribution ☐ Tank/Storage ☐ Other _____

2. Resources Needed for Repairs: _____

3. Generator _____ Size _____ phase _____ connection type

4. Materials: _____

5. Equipment: _____

6. Labor: _____

7. Recommendations for Mitigating Problem or Damages: _____

8. Notes & Comments - Record comments here and on the back of this form. Include your field notes and explanations of boxes checked "Yes" _____

FACILITY ASSESSMENT: COMPONENT INFORMATION

Motor Information: Is motor located inside structure? Yes: _____ No: _____

Motor #1 HP Rating: _____ Voltage: _____ Full Load Amp (FLA): _____

Motor mfr: _____ Model No.: _____

Serial No.: _____

Motor #2 HP Rating: _____ Voltage: _____ Full Load Amp (FLA): _____

Motor mfr: _____ Model No.: _____

Serial No.: _____

Motor #3 HP Rating: _____ Voltage: _____ Full Load Amp (FLA): _____

Motor mfr: _____ Model No.: _____

Serial No.: _____

Site Information: Is facility secure with a gate? Yes: _____ No: _____

Has a location map been provided? Yes: _____ No: _____

Is facility accessible with all-weather road? Yes: _____ No: _____

Is road passable? Yes: _____ No: _____

Is there room for parking generator (turn around)? Yes: _____ No: _____

Is a key required for access? Yes: _____ No: _____

Is a key required for electrical panel access? Yes: _____ No: _____

Is there an electrical disconnect at this site? Yes: _____ No: _____

Are there bypass or pump-around capabilities? Yes: _____ No: _____

Does your system have a designated electrician? Yes: _____ No: _____

Notes and Comments – Record comments here and on the back of this form. Include your field notes and explanations of boxes checked “yes.” _____

APPENDIX 6
GENERATOR ASSIGNMENT FORM

GENERATOR/TRAILER LEASE AGREEMENT

By: Mississippi Rural Water Association, Inc. (Lessor)
And
Between _____ (Lessee)

In consideration of membership in the Mississippi Rural Water Association and other value consideration, Lessor does hereby lease to lessee the following generator and trailer:

Generator # _____. KW: _____

Trailer Lic.: _____

For a primary term of _____ days. This term may be extended by the mutual consent of the Lessor and Lessee.

Lessee acknowledges that said generator and trailer are being delivered in good working order. Further, Lessee acknowledges that said generator and trailer are being chosen by Lessee, and Lessor makes no representations as the fitness of said generator and trailer for Lessee's intended or actuarial use. Lessee does hereby relieve and release Lessor, its officers, directors and employees, from any and all liability of whatever kind to Lessee and to third parties arising from the use of said generator and trailer and its appurtenances, and agrees to defend and indemnify Lessor, its officers, directors, and employees from any and all claims arising out of the Lessee's use of said generator, trailer, and appurtenances.

Lessee hereby obligates itself to return said generator and trailer in good working order, less normal, anticipated wear and tear, to the Lessor at Raymond, Mississippi, or at whatever location within the state of Mississippi designated by Lessor.

Lessee agrees that said generator and trailer are being leased to Lessee for its sole and exclusive use and Lessee shall not sublease, lend or otherwise place the generator in the hands of any third party.

Lessee agrees to insure the generator and trailer from loss, damage, and destruction from whatever cause(s) save except such causes of acts of war and terrorism.

Lessor and Lessee agree that any dispute arising under this agreement or arising from the obligation undertaken by Lessee herein shall be governed by the laws of the State of Mississippi and further agree that all disputes shall be resolved in the venue of Raymond, Mississippi.

MISSISSIPPI RURAL WATER ASSOCIATION – LESSOR

BY: _____ DATE: _____
Signature/Title

Lessee: _____

BY: _____ DATE: _____
Signature/Title