

THE CORPORATION OF THE TOWNSHIP OF EMO

BY-LAW NO. 2026-10

Being a by-law to enter into a Memorandum of Understanding between the Township of Chapple, Rainy River First Nations and the Township of Emo regarding the Regional Water Supply Collaboration.

NOW THEREFORE Council for the Corporation of the Township of Emo HEREBY ENACTS as follows:

1. That the Mayor and CAO/Clerk-Treasurer be and are hereby authorized to execute and affix the Corporate Seal to an Memorandum of Understanding this 24th day of March, 2026, between the Township of Chapple, Rainy River First Nations and the Township of Emo for the Regional Water Supply Collaboration.
2. That this by-law shall come into full force and take effect on the date that it receives final reading.
3. That the Memorandum of Understanding will be affixed to this By-Law as Schedule "A".

Enacted and passed this 24th day of March, 2026 as witnessed by the Seal of the Corporation and the hands of its proper Officers.

THIS BY-LAW DEEMED TO BE READ A FIRST, SECOND AND THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 24th DAY OF March, 2026.



Harold McQuaker, Mayor



Crystal Gray, CAO/Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING

Regional Water Supply Collaboration

Between

Rainy River First Nations

Township of Emo

Township of Chapple

1. Purpose

This Memorandum of Understanding (MOU) establishes a framework for collaboration between Rainy River First Nations (RRFN), the Township of Emo, and the Township of Chapple (collectively referred to as “the Parties”) to explore opportunities for regional cooperation in the provision of safe, reliable, and sustainable drinking water services.

The Parties recognize that regional collaboration may provide opportunities to improve infrastructure efficiency, strengthen long-term water security, and reduce the operating costs of independent water treatment systems.

This MOU outlines the Parties’ intention to work together to explore the feasibility of shared water infrastructure, including but not limited to the potential development of a regional water treatment system.

2. Scope of Collaboration

The Parties agree to explore potential regional water servicing options, including:

- The potential development of a shared or regional water treatment facility
- The integration or interconnection of existing water treatment plants
- Shared infrastructure for water treatment, distribution, storage, or transmission
- Opportunities to improve operational efficiencies and long-term sustainability
- Potential access to federal, provincial, and other infrastructure funding programs

This MOU is intended solely to explore these opportunities and does not constitute a binding agreement to construct, finance, or operate any infrastructure project.

3. Cooperation and Information Sharing

The Parties agree to:

- Engage in open communication and collaboration
- Share relevant technical, engineering, and operational information
- Participate in discussions related to regional water planning

- Work collaboratively to identify potential funding sources and feasibility studies

4. Feasibility and Technical Studies

The Parties may jointly pursue feasibility assessments or technical studies related to potential regional water servicing options, including engineering feasibility studies, water demand and capacity analysis, environmental and regulatory considerations, infrastructure cost estimates, and governance or operational models.

Any decision regarding funding, procurement, or construction shall require separate agreements approved by each Party.

5. Governance and Decision-Making

Each Party shall maintain full autonomy in decision-making and governance. Participation in discussions under this MOU does not limit or affect the authority of Rainy River First Nations Chief and Council, the Township of Emo Council, or the Township of Chapple Council.

Any future agreements or infrastructure commitments must receive formal approval from each governing body.

6. Financial Commitments

This MOU does not create any financial obligation for any Party. Any costs associated with feasibility studies, engineering work, or project development will be subject to separate agreements between the Parties.

7. Non-Binding Agreement

This MOU represents a statement of mutual intent to collaborate and explore opportunities for regional water servicing and is not legally binding.

8. Term

This MOU shall remain in effect for a period of two (2) years from the date of signing unless extended by mutual agreement of the Parties.

9. Withdrawal

Any Party may withdraw from this MOU at any time by providing written notice to the other Parties.

10. Future Agreements

If the Parties determine that a regional water servicing project is feasible, the Parties may enter into additional agreements addressing infrastructure ownership, capital cost sharing, operational governance, regulatory compliance, and long-term service arrangements.

11. Signatories

This Memorandum of Understanding is signed by authorized representatives of each Party.

Rainy River First Nations

Chief Jim Leonard _____ Date: _____

Township of Emo

Mayor Harold McQuaker *Harold McQuaker* Date: *Mar 24/26*

Township of Chapple

Reeve James Gibson _____ Date: _____