

## MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement**, effective as of November \_\_\_\_\_, 2012, between Montana State University Billings (**MSU-B**) and the City of Billings (**Billings**) collectively referred to as the “**Parties**”, addresses areas of responsibility with respect to the National Primary Drinking Water Regulations (40 CFR Part 141) and fulfills the requirements of the Administrative Rules of Montana section 17.38.210(1)(e) to be considered for exclusion.

**WHEREAS**, MSU-B has been classified as a Non-Transient, Non-Community (NTNC) public water supply system which:

- a) consists only of distribution and storage facilities and does not have any collection or treatment facilities;
- b) obtains all of its potable water from a public water system;
- c) does not sell water to any person; and
- d) is not a carrier that conveys passengers in interstate commerce.

**WHEREAS**, Billings is a public water system to which the regulations of Part 141 apply and is the sole provider of potable water to MSU-B.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

- a) Billings will (1) include MSU-B in its sampling plans as part of Billings’ population and as potential sampling sites which does not dictate that Billings will routinely sample from MSU-B’s system but reserves the right to sample as it deems necessary, (2) be responsible for issuing public notices, (3) be responsible for issuing a single Consumer Confidence Report, (4) document costs it incurs for any additional sampling required; and
- b) MSU-B will (1) remain responsible to insure its distribution system is sound and compliant, (2) promptly notify Billings of any disruption of service, (3) be responsible for the campus distribution of public notices within 24 hours and

consumer confidence reports by 1 July, (4) reimburse Billings for any additional sampling required.

c) The term of this Agreement shall be one year from the effective date and automatically renew annually. Either Party may terminate this Agreement following a thirty-day written notification with a copy to Montana Department of Environmental Quality (Public Water Supply Program).

d) Notices required by this Agreement shall be sent to the following addresses:

Montana State University Billings  
Facility Services  
1500 University Drive  
Billings, MT 59101  
[Jason.mcgimpsey@MSU-Billings.edu](mailto:Jason.mcgimpsey@MSU-Billings.edu)

City of Billings  
Public Works Department  
Attn: Water Treatment Superintendent  
P.O. Box 30958  
Billings, MT 59111

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and effective as of the above date.

**Montana State University – Billings**

**City of Billings**

By: \_\_\_\_\_  
**Dr. Rolf Groseth, Chancellor**

By: \_\_\_\_\_  
**Christina F. Volek, City Administrator**

