

MEMORANDUM OF UNDERSTANDING

LITCHFIELD HILLS PUBLIC WORKS EQUIPMENT COOPERATIVE

The Litchfield Hills Council of Elected Officials (LHCEO), in cooperation with the Northwestern CT Council of Governments (NWCCOG), has received a grant from the State Office of Policy and Management under the Regional Performance Incentive Program to establish a public works equipment cooperative for participating towns in the Litchfield Hills and Northwestern CT Planning Regions. This Memorandum of Understanding (MOU) is to implement this Public Works Equipment Cooperative (the Cooperative) and is made this 21ST day of NOVEMBER 2008 by and between the participating towns of Colebrook, Goshen, Hartland, Harwinton, Morris, New Hartford, Norfolk, Torrington, Warren, Washington, and Winchester.

1. Equipment

The grant funds will be used to purchase one catch basin cleaner and two street sweepers. The decision on the make and model of the equipment to be purchased will be made by the LHCEO in cooperation with the NWCCOG.

The owner of the equipment will be the LHCEO. The LHCEO will authorize purchase of the equipment upon the signing of this MOU by the municipality that will store and maintain the individual piece of equipment.

2. Location of Equipment

The City of Torrington has agreed to store and maintain the catch basin cleaner. The Towns of Hartland and Harwinton have agreed to each store and maintain a street sweeper.

3. Responsibilities for Maintenance, Repair and Insurance

A. The host municipality shall be responsible for coordinating the maintenance and repair of the equipment in cooperation with the LHCEO. The host municipality will keep accurate records of the costs of maintaining and repairing the equipment. These records shall be made available to the LHCEO, NWCCOG, and all members of the Cooperative upon request.

B. The host municipality shall be responsible for providing indoor storage of the equipment; arranging for routine maintenance of the equipment based upon the manufacturer's recommendations; keeping a date log on a monthly basis of daily use of the equipment including town utilization, operator, hours of use and mileage; inspecting the equipment in cooperation with the municipal operator prior to each use by a participating town; inspecting the equipment for any damage in cooperation with the municipal operator upon return of the equipment by a participating town, completing a checklist on equipment condition before and after each use by a participating town, documenting any damage in writing and forwarding this information to the LHCEO, and facilitating use of the equipment by other participating towns in cooperation with the LHCEO and

NWCCOG. Maintenance and/or repair of the equipment may be done by municipal staff or through an LHCEO approved vendor. A copy of the monthly log, equipment condition checklists, and invoices for maintenance and repair shall be provided to the LHCEO on a monthly basis for appropriate action, billing and payment. Copies of any damage reports should be sent to the LHCEO as soon as possible after the damage occurs.

C. The host municipality shall be responsible for adequately insuring the equipment, while it is being stored on municipal property, similar to the insurance provided for municipally owned public works equipment. The LHCEO shall be listed as an additional insured on this insurance policy so as to “save harmless” the LHCEO from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the LHCEO on an annual basis prior to performance of services.

4. User Responsibilities

A. The equipment shall be used only by those personnel who have been trained to operate the equipment, and have been authorized to use the equipment by the Road Supervisor in their town following consideration of their motor vehicle record. The municipality using the equipment shall be responsible for ensuring that their authorized equipment operators have been trained on the equipment. The LHCEO, NWCCOG, and the participating municipalities will arrange for an initial training program in the safe use of the equipment. Individual towns will be responsible for training new operators that do not receive this initial training.

B. The municipality using the equipment shall be responsible for transporting the equipment to and from the host community. All applications of the equipment shall be for municipal use only.

C. The municipality using the equipment shall pay all fuel costs associated with the equipment’s use. The host municipality shall fill the fuel tank before the equipment is sent to another town and the using town shall fill the fuel tank prior to returning the equipment to the host town.

D. The municipality using the equipment shall return the equipment clean and in good working order after each use. Participating towns must report any maintenance or repair issues as they are recognized. If the host municipality determines that the equipment has been damaged, the host municipality shall coordinate the needed repair and charge the cost of repair to the municipality that damaged the equipment. If the damage is considered “unpreventable”, such as a flat tire, the LHCEO’s operating fund for this program shall pay for the repairs. The host town, in cooperation with the LHCEO, shall determine if the damage was preventable or unpreventable. The host municipality shall prepare a standardized checklist to facilitate equipment inspection and documentation of any damage.

E. The municipality using the equipment shall maintain sufficient insurance (liability and/or other) according to the nature of the service to be performed, so as to “save harmless” the LHCEO and host town from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the LHCEO on an annual basis prior to equipment use.

5. Cost of Use

A. The LHCEO shall establish a fund, called the “Public Works Equipment Cooperative Operating Fund”. This Fund shall be supported by a percentage of the hourly rates charged to the participating towns for use of the equipment. The Fund shall be used to compensate the host municipality or contract vendor for all maintenance and repair costs, LHCEO registration and insurance costs, and regional program administration costs. The LHCEO shall bill the towns utilizing the equipment on a regular basis and reimburse the host municipality or vendor within 30 days of receiving a detailed invoice for the services rendered.

B. Hourly rates for the use of the equipment shall be based on:

- i. the cost of routine maintenance and repair,
- ii. capital replacement costs,
- iii. registration and insurance costs, and
- iii. regional program administration costs

C. The hourly rate for the use of the equipment shall be set by the LHCEO in consultation with the NWCCOG and municipalities that are party to this MOU. This hourly rate shall be reviewed on at least an annual basis and modified as deemed appropriate by the LHCEO. The participating towns are responsible for providing sufficient funds to cover the Cooperative’s expenses.

The host towns shall be billed at a reduced hourly rate for their use of the equipment they are storing to compensate for equipment storage and program administrative costs. This reduced hourly rate shall be established by the LHCEO, in cooperation with the NWCCOG, on at least an annual basis.

D. The LHCEO shall also establish a fund, called the “Capital Replacement Fund”. This Fund shall be supported by a percentage of the hourly rates charged to the participating towns for use of the equipment. This Fund shall be used for the replacement of the equipment. The LHCEO shall determine the percentage of the hourly rate to be dedicated to this Fund, and shall determine how and when the equipment will be replaced, in cooperation with the NWCCOG and participating towns.

E. Municipalities shall pay for their use of the equipment within 30 days of receiving an invoice from the LHCEO.

6. Scheduling of Equipment Use

The LHCEO, in cooperation with the host municipality, shall be responsible for scheduling the use of the equipment. An annual schedule for equipment use shall be developed by the LHCEO in cooperation with the NWCCOG and reviewed with participating towns. While it is recognized that some variation in the established schedule will occur due to weather delays, equipment repair delays, and other factors, the intent is to stay on schedule as much as possible. When conflicts over scheduling develop, they shall be resolved by the LHCEO. Towns will call the LHCEO to schedule use of the equipment, and the LHCEO will make every effort to respond to scheduling considerations in a timely manner. Each participating town should be able to schedule the use of the equipment for a minimum of 2 weeks per year. This time does not need to be consecutive.

7. Out-contracting

Non-participating towns in the LHCEO and NWCCOG may rent the equipment upon endorsement of a rental agreement and the provision of proof of insurance. The rental rate is to be established by the LHCEO in cooperation with the NWCCOG and will include a surcharge from the base rate established for participating towns.

8. Resolution of Disputes

The LHCEO shall be responsible for resolving any disputes between the participating municipalities over the terms of this MOU. The LHCEO also reserves the right to relocate the equipment to another location, and to prohibit future use of the equipment by anyone who has improperly used or damaged the equipment. Only those LHCEO members that are party to this MOU shall be eligible to vote on the resolution of disputes.

9. Meetings. The participating towns agree to meet as needed to discuss issues as they arise.

10. Obligation to Use Equipment

The participating municipalities shall not be obliged to use the equipment covered by this MOU. This MOU does not impose any limitations on the participating municipalities' rights to purchase or contract for any equipment.

11. Termination

If a municipality decides to withdraw from the Litchfield Hills Public Works Equipment Cooperative, the municipality shall give the LHCEO thirty days written notice of their intent to withdraw from the Cooperative.

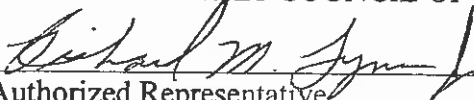
12. Amendment

The terms of this Agreement may be amended from time to time as deemed necessary by the participating towns.

The undersigned Chief Elected Officials, NWCCOG representative, and LHCEO representative hereby agree to the terms and conditions of this Memorandum of Understanding, and agree to participate in the Litchfield Hills Public Works Equipment Cooperative. The term of this Agreement shall be in effect upon execution of this

document through June 30, 2014 and may be extended upon approval of the participating towns.

LITCHFIELD HILLS COUNCIL OF ELECTED OFFICIALS


Authorized Representative _____ 11-19-08
Date
Printed Name: Richard M. Lynn Jr.

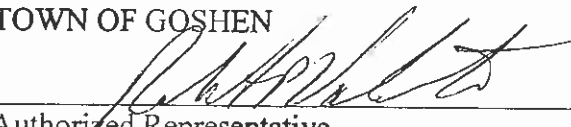
NORTHWESTERN CONNECTICUT COUNCIL OF GOVERNMENTS


Authorized Representative _____ 11/22/08
Date
Printed Name: DAN MCGINNISSES

TOWN OF COLEBROOK


Authorized Representative _____ 10/10/08
Date
Printed Name: Thomas D. McKeon

TOWN OF GOSHEN


Authorized Representative _____ 10/12/08
Date
Printed Name: Robert P. Valentine

TOWN OF HARTLAND


Authorized Representative _____ 10-10-08
Date
Printed Name: Wade E. Cole

TOWN OF HARWINTON


Authorized Representative _____ Date 10/8/08
Printed Name: Francis J. Chiamonte

TOWN OF MORRIS

Karen D. Paradis 10-10-08
Authorized Representative Date
Printed Name: Karen D. Paradis

TOWN OF NEW HARTFORD

Earl R. MacInnes 11-14-08
Authorized Representative Date
Printed Name: Earl R. MacInnes

TOWN OF NORFOLK

Susan M. Dyer 10/10/08
Authorized Representative Date
Printed Name: Susan M. Dyer

CITY OF TORRINGTON

Ryan J. Bingham 11/10/08
Authorized Representative Date
Printed Name: Ryan J. Bingham

TOWN OF WARREN

Jack E. Travers 11/3/08
Authorized Representative Date
Printed Name: Jack E. Travers

TOWN OF WASHINGTON

Mark E. Lyon 11-20-08
Authorized Representative Date
Printed Name: Mark E Lyon

TOWN OF WINCHESTER

Keith J. Robbins 5 NOV 08
Authorized Representative Date
Printed Name: Keith J. Robbins