

PUBLIC WORKS/HIGHWAY DEPARTMENT MUTUAL AID AGREEMENT

The purpose of this Mutual Aid Agreement is to provide a framework through which Windham Region municipalities may assist each other in the event of a major disaster or emergency. Each Municipality signing this Mutual Aid Agreement agrees to render aid to any of the other signatories as follows:

- 1.) Category of aid. This Mutual Aid Agreement covers aid relating to activities traditionally associated with public works and highway construction and maintenance issues. This Mutual Aid Agreement does not supercede or replace any other mutual aid agreements in force between the signatories.
- 2.) Equipment & covered. Assistance covered under this agreement includes but is not limited to: skilled labor, trucks, loaders, graders, chainsaws, chippers, and related equipment.
- 3.) Request for aid. The Requesting Municipalities agrees to make its verbal request, followed by a request in writing, to the Aiding Municipalities within a reasonable time after aid is needed and with reasonable specificity. Requests should be made to the Selectboard Chair, or his designee. Requesting aid is not dependent upon the declaration of a major disaster or emergency by the federal or state government. The Requesting Municipalities agrees to compensate the Aiding Municipalities as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Municipalities.
- 4.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Municipalities. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 5.) Invoice to the Requesting Municipalities. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Municipalities, the Aiding Municipalities shall submit to the Requesting Municipalities an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 6.) Charges to the Requesting Municipalities. Charges to the Requesting Municipalities from the Aiding Municipalities shall be as follows:
 - a. Labor force. Charges for labor force shall be in accordance with the standard practices of the Aiding Municipalities.
 - b. Equipment. Charges for equipment, such as dump trucks, graders, and other equipment used in response to a request for aid, shall be or the municipal rates approved under state guidelines, or in the absence of municipal rates, at the rates set forth in the FEMA Schedule of Equipment Rates, for such equipment in the Aiding Municipalities' location.
 - c. Transportation. The Aiding Municipalities shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.

- d. Ancillary Expenses. Charges for ancillary expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Municipalities.
- 7.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 8.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date: July 8, 2003 Municipality: Weston

By: Bradford F. Anderson Title: Select Person