

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**TOWN OF LEDYARD**

**AND**

**TOWN OF PRESTON**

This agreement entered into as of this 24<sup>th</sup> day of January 2025 by and between the Town of Ledyard, a Municipality incorporated with the State of Connecticut, acting herein through its Mayor as duly authorized, (hereinafter referred to as "Ledyard"), and the Town of Preston, a Municipality incorporated with the State of Connecticut, acting herein through its First Selectwoman as duly authorized, (hereinafter referred to as "Preston").

**WITNESSETH**

**WHEREAS**, Preston and Ledyard presently have the need to replace their respective sweepers; and

**WHEREAS**, Ledyard has entered into a 5-year lease/purchase agreement to acquire a new sweeper; and

**WHEREAS**, Preston is willing to enter into an agreement on a prorated basis to share ownership of this new sweeper;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

Framework of Agreement. Ledyard and Preston will share expenses for the sweeper on a prorated basis as further defined herein. The proportioning shall be on the basis of improved town roads centerline miles. Based on the official CT DOT listing dated December 31, 2023, Ledyard's mileage is 111.26 and Preston's is 54.66. Therefore, the prorating percentages are 67% Ledyard and 33% Preston.

Annual Lease Payment: Ledyard will manage and pay the one-time \$500 lease closing fee and annual lease payment of \$66,414.63. Preston shall reimburse Ledyard for these payments according to the prorated percentage cited above. Payment shall be made by March 1<sup>st</sup>.

Services to be Provided. Ledyard will provide regular maintenance and required repairs to the sweeper. These services will be routinely provided at Ledyard's facilities but may also be undertaken on location in Preston in the interests of efficiency and productivity. The provision of such services by Ledyard shall not preclude basic measures germane to routine operation of the sweeper that may be undertaken by Preston personnel (e.g., changing out brooms). Ledyard will also provide administration services that are innate to programmatic maintenance and out-sourced services and any warranty-related matters.



Materials and Contract Services. Preston shall be responsible for the costs of materials, parts, and contract services associated with the operation of the sweeper during their times of use. These may be paid directly to vendors by Preston wherever feasible. Otherwise, Ledyard will bill Preston for such costs, for which Preston shall pay Ledyard within thirty days (30) days of the invoice date.

Materials Inventory. Inventory of materials used in maintenance of the sweeper equipment will be maintained wherever most suitable for the efficiency of service and operations.

Tools. Maintenance will typically be conducted through use of tools owned and supplied by Ledyard. Where otherwise convenient or appropriate, maintenance may be affected through use of tools owned and maintained by Preston at their facility.

Operational protocol. The Ledyard Highway Superintendent and Preston Public Works Manager will confer both in advance of and during each sweeping season to set an operational schedule for that year. The overall objective will be to keep the sweeper in operation each day during the season until the needs of both Towns are met.

Storage. When not engaged in seasonal use, the sweeper will be stored inside at the Ledyard Highway Garage facility.

Period of the Agreement. The term of this Agreement shall be the period of the lifetime of the sweeper. It is anticipated that the lifecycle of the sweeper will be at least ten (10) years.

Liquidation. At the point the sweeper is removed from service and sold, the proceeds will be appropriated to each town on the basis of the prorating percentages. If a different arrangement is sought at this point, it will be subject to a separate Memorandum of Agreement.

Nonappropriation of Funds. The Town of Preston believes that funds can be obtained in amounts sufficient to make all sweeper-related payments during the term of this agreement. Preston's fiscal officer hereby covenants that he/she will do all things within his/her power to obtain, maintain and properly request and pursue funds from which sweeper-related expenses may be paid, specifically including in the Preston's annual budget requests amounts sufficient to make sweeper-related payments for the full agreement term. If Preston is not allotted funds for the next fiscal year to continue these payments under this Agreement, and has no legally available funds for the service, Preston may terminate this Agreement at the end of the then current fiscal year, by giving ninety (90) days written notice, and enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Preston shall not be obligated to make payments beyond the end of the then current fiscal year with proper notification and documentation. Upon the occurrence of this event, if this Agreement is terminated by Preston in accordance with this paragraph, Preston agrees not to purchase a sweeper or sweeping services to perform the same functions as, or functions taking the place of, those performed by this agreement, and agrees not to permit such functions to be performed by any agency or entity hired by Preston, for a period of three hundred sixty (360) days.



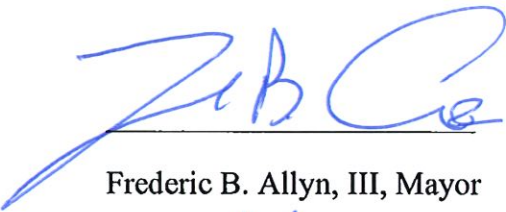
This Agreement contains the entire understanding of the parties and may not be modified except by an instrument in writing executed by the parties hereto.

If any court shall hold any provision of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the administrative support can be effectively accomplished pursuant to the terms of such remainder.

In witness whereof, Ledyard and Preston have executed this agreement as of the date below.

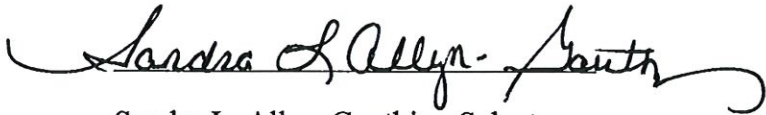
Town of Ledyard

Town of Preston



Frederic B. Allyn, III, Mayor

Dated: 2/3/2025



Sandra L. Allyn-Gauthier, Selectwoman

Dated: January 24, 2025