



MYSTIC FIRE DISTRICT

34 BROADWAY AVENUE

MYSTIC, CONNECTICUT 06355

PHONE: 860.536.7559 / FAX: 860.572.0677

AGREEMENT

THIS AGREEMENT made at Stonington, Connecticut as of the 21 day of MAY 2026, by and between MYSTIC FIRE DISTRICT, a municipal subdivision located in the Town of Stonington, County of New London and State of Connecticut, acting herein by its Chairman, hereunto duly authorized ("Mystic"), and the MASONS ISLAND FIRE DISTRICT, a municipal subdivision located in said Town of Stonington, acting herein by its President, hereunto duly authorized ("Masons Island").

WITNESSETH:

WHEREAS, Masons Island has been established for the purpose, among other things, of providing fire protection within its boundaries; and

WHEREAS, Mystic has acquired firefighting equipment operated by the organized combination paid and volunteer Mystic Fire Department operating at the direction of the Fire Chief of the Mystic Fire Department for the purpose of firefighting; and

WHEREAS, Section 7-326 of the Connecticut General Statutes authorizes any district to contract with another district for carrying out the purposes for which such district was established; and

WHEREAS, Mystic and Masons Island entered into a contract for the term of July 1, 2024 -June 30, 2029 dated May 20, 2024 and the parties have agreed to revise the agreement

WHEREAS, a vote of the meeting of the Executive Committee of Mystic held on the 14th day of May 2026, authorized the Chairman to revise the contract with Masons Island for fire protection; and

WHEREAS, a vote of the Board of Directors of Masons Island authorized the proper officers of Masons Island to revise the contract with Mystic for fire protection, emergency medical response (R-1), and other related emergency services

NOW, THEREFORE, in consideration of the mutual promises of each party to the other herein contained, it is hereby mutually agreed as follows:

1. Effective July 1, 2026 – June 30, 2036, Mystic agrees to provide its fire and

emergency medical response (R-1) equipment, apparatus and paid and volunteer personnel, including mutual aid from neighboring districts, for the purpose of providing fire protection and emergency medical response (R-1) within the boundaries of Masons Island, as set forth in the Records of the Town of Stonington, for so long as this Agreement shall continue in full force and effect. Equipment for providing the services outlined in this paragraph shall be utilized at the discretion of Mystic.

2. Masons Island agrees to pay Mystic an annual fee based upon the Town of Stonington assessed value of Masons Island Grand List with a mil rate applied for the associated cost to Masons Island providing its fire and emergency medical response as outlined in paragraph 4. One half of the applicable fee in each Fiscal Year will be due July 1 and payable by August 15 and the remainder of the fee will be due on January 1 and payable by February 15. For July 1, 2026 through June 30, 2027, the fee increase will be nine percent (9%) of the previous fiscal year's total fee of \$383,335, resulting in a total annual fee of Four Hundred Seventeen Thousand, Eight Hundred Thirty-Five Dollars (\$417,835).

3. After the first budget year (July 1, 2026-June 30, 2027) and any subsequent budget year, Mystic reserves the right to adjust the contract annual fee based upon the Town of Stonington assessed value of Masons Island Grand List with a mil rate applied for the associated cost to Masons Island for providing its fire and emergency medical response. In no event shall the increase exceed seven-and-one-half percent (7.5%) for fiscal year 2027–2028. For each of the next three fiscal years, 2028–2029 through 2030–2031, any increase shall not exceed four percent (4%) of the previous fiscal year's "Mason's Island FD share" or the Consumer Price Index (CPI), whichever is greater. Mystic and Masons Island shall engage in good faith negotiations to establish caps for the remaining term of the agreement, no later than April 1, 2031. Any increase in fees will reflect changes in Mystic's costs or the percentage increase in the mil rate applied by Mystic (which shall be documented to Masons Island). Mystic shall provide an initial annual budget to Masons Island at least seventy-five (75) days before the commencement of each budget year. Any request for such a change in costs shall be submitted to Masons Island at least forty (40) days before the commencement of the budget year for which an increase is requested. Failure by

Masons Island to agree to an adjustment of the contract after documentation shall be grounds for termination by Mystic with ninety (90) days' notice.

4. The budgeted costs for Mystic to provide fire protection and emergency response for the budget year will be determined by subtracting unrelated costs from the total annual budget of Mystic. Such unrelated costs will include, but are not limited to, Tax Collection, Hydrant Rental, Trash, Landfill, Tax Refund and Park.

The following example demonstrates the calculation of the Fee using data for budget year 2026/2027.

Mason's Island Calculation Formula	2026/2027
Annual Budget	\$ 3,599,549
Budgeted Receipts	\$ -
from surplus	\$ -
to be raised from taxes	\$ 3,599,549
less: land fill fee and garbage collection and Government	\$ 741,445
Less: Amount in excess of FY 26-27 9% Mil Rate Cap	\$109,250
Subtotal	\$ 2,748,854
Basic mil rate	2.00
MIFD SHARE	\$ 417,835
TOG Grand List Total	\$ 795,840,702
TOS Grand List Total	\$ 369,580,700
Mason's Island Fire District Grand List Total	\$ 208,900,720
TOTAL ASSESSMENT MFD	\$1,374,322,122

5. Masons Island will recognize the authority of the Chief Fire Officer/ Incident Commander as per Mystic's chain of Command as the authority having jurisdiction during an emergency as noted in The State of Connecticut General Statutes, Section 7-313e. Additionally, the Mystic Fire Marshal and/or his designee shall be recognized as the authority having jurisdiction relating to their duties as noted in the Connecticut General Statutes, Chapter 541 and other applicable statutes.

6. Mystic shall maintain insurance coverage that insures itself and its personnel and equipment against loss due to property damage or bodily injury while responding in Masons Island. Accordingly, it is agreed that Masons Island shall be listed as an additional insured on all policies maintained by Mystic, and Masons Island shall be named to receive any notice of cancellation of such insurance. Mystic shall provide Masons Island with evidence of such insurance. The parties may, from time

to time, review such contracts for adequacy.

7. Masons Island shall maintain insurance coverage that insures itself against loss due to property damage or bodily injury as a result of Mystic responding in Masons Island.

Accordingly, it is agreed that Mystic shall be listed as an additional insured on all policies maintained by Masons Island, and Mystic shall be named to receive any notice of cancellation of such insurance. Masons Island shall provide Mystic with evidence of such insurance. The parties may, from time to time, review such contracts for adequacy.

8. This Agreement shall remain in full force and effect for a term of ten years, PROVIDED, HOWEVER, that if any payment herein agreed shall remain in default for a period of thirty (30) days after Mystic notifies Masons Island in writing that any payment is in default, this Agreement may be terminated, at the sole option of Mystic, such option to be exercised by a vote of the Executive Committee of said District. This contract shall be automatically renewed for successive five (5) year terms following the end of the initial term and each successive renewal term, unless (a) Masons Island gives written notice to Mystic no later than the April 1 immediately preceding the end of the initial term or such renewal term, as the case may be, or (b) Mystic gives written notice to Masons Island no later than the July 1 in the year immediately preceding the end of the initial term or such renewal term, as the case may be. In addition, Masons Island or Mystic may terminate this contract at any time upon twelve (12) month's written notice by either party to the other.


9. Each of Mystic and Masons Island represents and warrants to the other party that (i) this contract has been duly authorized, executed and delivered by it, (ii) this contract is its valid and binding agreement, enforceable against it in accordance with its terms, (iii) all authorizations, approvals, consents and actions required for the execution, delivery and performance of this contract have been obtained.

10. This Agreement supersedes and replaces all previous agreements and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

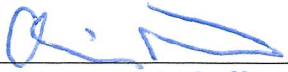
11. This Agreement may be amended from time to time or terminated by mutual written agreement of the parties hereto and is governed in accordance with Connecticut law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the 21 day of MAY 2026.


In the presence of:




B. Bernier



E. Main



B. Bernier




E. Main

MYSTIC FIRE DISTRICT

By: 

Its Chairman
Hereunto Duly Authorized

MASON'S ISLAND FIRE DISTRICT

By: 

Its President
Hereunto Duly Authorized

STATE OF CONNECTICUT)
)
) ss. May 21, 2026
COUNTY OF NEW LONDON)

PERSONALLY APPEARED Paul Sartor, Chairman of the MYSTIC FIRE DISTRICT, known to be the person signing the foregoing instrument and acknowledged that he executed the same in the capacity therein stated for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

N. Thompson
Commissioner of the Superior Court
Notary Public
Notarische Thompson
My commission expires April 30, 2029

STATE OF CONNECTICUT)
)
) ss. May 21, 2026
COUNTY OF NEW LONDON)

PERSONALLY APPEARED ^{W.M.} Scott Parry, who acknowledged himself to be the President of Masons Island and that he as such President being authorized to do so executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as ^{W.M.} Scott Parry.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

N. Thompson
Commissioner of the Superior Court
Notary Public
Notarische Thompson
My commission expires April 30, 2029