



# MYSTIC FIRE DISTRICT

34 BROADWAY  
MYSTIC, CONNECTICUT 06355  
PHONE: 860-536-7559 / FAX: 860-572-0677

---

## AGREEMENT

THIS AGREEMENT made at Stonington, Connecticut as of the 10<sup>th</sup> day of May 2024, 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 and Clerk, 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, a vote of the meeting of the Executive Committee of Mystic held on      May 20 2024, authorized the Chairman to enter into a 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 enter into a 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, 2024 – June 30, 2029 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. Such equipment includes but is not limited to three Class A engines each with 1500 gallon per minute pumps, one 105 foot aerial ladder truck and one rescue/emergency truck, one 32 foot fire boat with 1500 gallon per minute pump, two trailered 12 foot inflatable boats and one All Hazards Response trailer with appropriate equipment. Also provided is emergency medical response (R-1) apparatus with lifesaving equipment such as Automatic Defibrillators for cardiac emergencies and EPI (epinephrine) pens for severe allergic reactions. Such equipment may be updated from time to time with equipment of at least comparable specifications. Equipment 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, 2024 through June 30, 2025 the total annual fee will be Three Hundred Forty-nine Thousand and one hundred and forty-two (\$349,142)

3. After the first budget year (July 1, 2024-June30, 2025) 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 providing its fire and emergency medical response. Fees upward to reflect changes in its costs or the percentage increase in the mil rate applied by Mystic (which shall be documented to Masons Island). MFD must 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 2024/2025.

Mason's Island Calculation Formula	2024/2025
Annual Budget	\$ 3,056,646
Budgeted Receipts	\$ -
from surplus	\$ -
to be raised from taxes	\$ 3,056,646
less: land fill fee and garbage collection and Government	\$ 766,910
Subtotal	\$ 2,289,736
Basic mil rate	1.697
MIFD SHARE	\$ 349,142
TOG Grand List Total	\$ 792,513,608
TOS Grand List Total	\$ 351,123,360
Mason's Island Fire District Grand List Total	\$ 205,757,750
TOTAL ASSESSMENT MFD	\$1,349,394,718

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 five 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 10<sup>th</sup> day of May 2024.

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

Ray G. Sant  
James E. ...

MYSTIC FIRE DISTRICT

By: Gilbert L. Ward Jr.  
Its Chairman  
Hereunto Duly Authorized

MASON'S ISLAND FIRE DISTRICT

By: W. S. ...  
Its President  
Hereunto Duly Authorized

By: \_\_\_\_\_  
Its Clerk  
Hereunto Duly Authorized

STATE OF CONNECTICUT )  
 )  
COUNTY OF NEW LONDON )

ss.

May 20, 2024

PERSONALLY APPEARED Gilbert T. Ward, Jr., 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.

Natascha Thompson  
Commissioner of the Superior Court  
Notary Public Natascha Thompson  
My Commission Expires:  
April 30, 2029

STATE OF CONNECTICUT )  
 )  
COUNTY OF NEW LONDON )

ss.

May 10, 2024

PERSONALLY APPEARED William Scott Parry, who acknowledged himself to be the President of Mason's Island Fire District 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 William Scott Parry.

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

Natascha Thompson  
Commissioner of the Superior Court  
Notary Public  
Natascha Thompson  
My Commission Expires:  
April 30, 2029