DRAFT

FIRE PROTECTION CONTRACT

This AGREEMENT, effective September 10, 2013 by and between DUNN'S CORNERS FIRE DISTRICT, a quasi-municipal corporation chartered by the legislature of the State of Rhode Island and having a mailing address of One Langworthy Road, Westerly, RI 02891 (hereinafter referred to as "DUNN'S CORNERS") and BRADFORD FIRE DISTRICT, a quasi-municipal corporation chartered by the legislature of the State of Rhode Island and having a mailing address of 169 Bradford Road, Bradford, RI 02808, (hereinafter referred to as "BRADFORD").

RECITALS:

WHEREAS, DUNN'S CORNERS is a quasi-municipal corporation charted by the legislation of the State of Rhode Island and is authorized to provide the fire protection to areas of the Towns of Westerly and Charlestown, as described in its charter as amended; and

WHEREAS, BRADFORD is also a quasi-municipal corporation chartered by the legislation of the State of Rhode Island and is authorized to provide fire protection to the area commonly known as the Village of Bradford in the Town of Westerly, described in its charter as amended;

WHEREAS, DUNN'S CORNERS presently maintains an active firefighting department (the Dunns Corners Fire Department, a Rhode Island fire department corporation hereinafter referred to as "Fire Department") that is willing to provide fire protection services to BRADFORD on a fee basis; and

WHEREAS, DUNN'S CORNERS and BRADFORD each deem it desirable and in the general public interest to enter into a written contract for DUNN'S CORNERS to provide fire protection services to BRADFORD upon the terms herein stated; and

WHEREAS, By a statement from its Moderator, subsequently ratified by its Operating Committee, DUNN'S CORNERS has agreed to provide fire protection to BRADFORD under an agreement with BRADFORD, and BRADFORD, by resolution of its Fire District at a vote at its annual meeting which took place on September 10, 2013, agreed to accept such fire protection under agreement, agree to reduce this agreement, in writing.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other valuable consideration BRADFORD hereby agrees and contracts with DUNN'S CORNERS for adequate fire protection for real and personal property in the incorporated area of BRADFORD for the term and payment and other provisions herein expressed and DUNN'S CORNERS agrees to furnish said fire protection for real and personal property in the incorporated area of BRADFORD for the term and payment and other provisions herein expressed.

ARTICLE I

FIRE PROTECTION CONTRACT PROVISIONS

A. DUNN'S CORNERS will respond to any call for the extinguishment of a fire or other non-medical emergency situations occurring in or impacting the incorporated area of BRADFORD, including the use of other fire companies for backup support, unless DUNN'S CORNERS is unable to respond to such call because of (a) events constituting a force-majeure or, (b) another emergency to which it has previously responded and which requires use of all available resources. It is the intent of the parties hereto that DUNN'S CORNERS shall respond to the same situations and render the same services to BRADFORD that is currently provides to the property owners of DUNN'S CORNER during the term of this agreement, EXCEPT for emergency medical service, which BRADFORD confirms that it still relies on the Westerly Ambulance Corps for such service.

B. DUNN'S CORNERS agrees to maintain adequate and sufficient equipment and facilities, provide adequate personnel and training and maintain adequate and sufficient protocols with other fire companies for backup support, in all cases, sufficient to provide adequate fire protection service to BRADFORD and any other fire district or entity with which it contracts to provide fire protection services.

C. It is further understood and agreed that for and in consideration of the monies paid by BRADFORD pursuant to this contract, DUNN'S CORNERS shall defend, indemnify and hold BRADFORD harmless for any and all liability, causes of action, damages, loss and/or expense incurred by BRADFORD arising out of DUNN'S CORNERS operations in the Bradford Fire District, including any loss or damage to or expenses incurred in the operation of fire apparatus or other equipment belonging to DUNN'S CORNERS and the cost of any materials used in connection with any call for assistance thereto, unless said liability, causes of action and damages, loss or expense was caused by the negligence or intentional acts of BRADFORD.

D. DUNN'S CORNERS, as owner or lessee of the equipment to be used in answering calls from assistance in BRADFORD, agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from DUNN'S CORNERS' negligence in the operation of any such equipment while answering any such calls and will obtain liability insurance therefore, DUNN'S CORNERS shall provide BRADFORD with a Certificate of Insurance evidencing the existence of such insurance, which Certificate shall name BRADFORD as an additional insured. Such Certificate shall also provide for thirty (30) days prior written notice to BRADFORD of the cancellation or failure to renew such policy.

E. DUNN'S CORNERS shall have the right to bill individual landowners and residents of BRADFORD for the cost billed to DUNN'S CORNERS of contracted specialized services to a response site where DUNN'S CORNERS does not have the specialized capability or equipment, such as hazardous materials incidents. Any such billing will be consistent with billings to individual landowners and residents of DUNN'S CORNERS for similar contracted specialized services.

F. It is expressly understood and agreed that the number of firefighters and the nature of equipment dispatched in answer to calls, the manner of fighting fires, and other operations at the scene of a fire, accident or other incident to which DUNN'S CORNERS is called, are matters within the judgment of the fire chief of DUNN'S CORNERS, or his designee who may be in charge at the time, and there shall be no liability upon BRADFORD for any mistake of judgment in connection therewith.

G. (1) DUNN'S CORNERS shall provide to BRADFORD any and all such incident reporting information as DUNNS CORNERS may from time to time be required to provide to the State of Rhode Island. The information that shall be provided shall be in such form and shall contain such information as required by the State of Rhode Island.

(2) DUNN'S CORNERS agrees that annually it shall file with BRADFORD an up-to-date list of all Officers of DUNN'S CORNERS, including all members of the Operating Committee.

H. It is hereby mutually covenanted and agreed that the relationship of DUNN'S CORNERS to the services to be performed by it under this contract shall be that of an independent contractor.

I. DUNN'S CORNERS shall at all times comply with all applicable laws, statutes, codes, rules and regulations.

ARTICLE II

TERM AND PAYMENT SCHEDULE

A. In consideration of the fire protection provided to BRADFORD during the term of this agreement, BRADFORD agrees to pay DUNN'S CORNERS as provided herein.

B. The term of this agreement shall be from September 10, 2013 through May 31, 2014. DUNN'S CORNERS agrees to provide the fire protection services described hereunder beginning September 10, 2013 and ending at 12:00 Midnight, May 31, 2014.

C.1. The monetary payment by BRADFORD for fire protection services provided herein shall be calculated by applying the Westerly, Rhode Island DCFD mil rate to the total BRADFORD assessment, apportioned over the time fire protection is provided, or $0.38 times $148,665,800 times 263 (the number of days from September 10, 2013 through and including May 31, 2014) divided by 365 (the number of days in 2013-2014), or **FORTY THOUSAND SEVEN HUNDRED FIVE AND 92/100 ($40,705.92)**. In the event any of the above payments are not received within thirty (30) days of the due date then said payment shall accrue interest at the rate of twelve (12%) percent per annum until said payment is paid in full.

C.2. Payment by BRADFORD for fire protection services provided herein shall also include the lease of fire protection equipment as enumerated in the lease that is attached hereto as EXHIBIT A and made a part hereof.

D. Remittance of said monetary payment shall be in two (2) installments of **TWENTY THOUSAND THREE HUNDRED FIFTY-TWO AND NIETY-SIX/100**

($20,352.96), the first one being due by February 1, 2014 and the second installment being due by April 1, 2014, both payments timing **TO BE OF THE ESSENCE.**

E. In addition to the foregoing, BRADFORD agrees to make whatever fire fighting equipment that it owns available to DUNN'S CORNERS, pursuant to an equipment lease that is attached hereto as EXHIBIT A and made a part hereof.

F. Any and all fees, penalties and/or other monetary compensation stemming from inspections performed by the DUNN'S CORNERS Fire Chief, his qualified subordenants or other qualified DUNN'S CORNERS personnel shall be the fees, penalties and/or other monetary compensation of DUNN'S CORNERS and handled therein as it is in that fire district and shall not in any way act as any type of credit or other benefit to BRADFORD.

G. In the event that DUNN'S CORNERS receives grants or other sources of income other than from taxpayer assessments and fees or from contracting districts, such as BRADFORD, those grants and other sources of income will be applied to specific expense items. Such expense items will not be included in the DUNN'S CORNERS budget nor apply in any way to this agreement with BRADFORD.

ARTICLE III

ADDITIONAL PROVISIONS

A. The parties hereto agree that the DUNN'S CORNERS fire chief shall be the authority having exclusive jurisdiction for any required permits or approvals relating to fire protection matters in BRADFORD during the term of this agreement.

B. The parties will use their best efforts to begin negotiations to extend or terminate this agreement no later than April 30,2014 so as to reach agreement on any such termination or extension by May 31, 2014.

ARTICLE IV

MISCELLANEOUS

A. This fire protection Contract is executed by duly authorized individuals of the respective parties and only after all approvals or consents (if any) have been obtained, except that the payment obligations of BRADFORD in accordance with this agreement are subject to approval by the voters of BRADFORD at its November 15, 2013 meeting.

B. DUNN'S CORNERS is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of BRADFORD.

C. DUNN'S CORNERS and BRADFORD acknowledge that they are both subject to the provisions of the Open Meetings Law (Rhode Island General Laws Chapters 42-46) and the Freedom of Information Law.

D. This Agreement shall be governed by the laws of the State of Rhode Island.

E. This Agreement constitutes the complete understanding of the parties.

F. No modifications of any provisions of this Agreement shall be valid unless in writing and signed by both parties.

G. No waiver of any breach of any provision of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or provision of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

H. It is understood and agreed by the parties that if any part, term or provision of this contract is held by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of Rhode Island or the United States of America the validity of the remaining portions of the provisions shall not be affected. The parties shall negotiate in good faith to replace any invalid or illegal provision with a valid and legal provision, which, to the extent possible will preserve the economic effect of the invalid or illegal provision.

I. Any Notices in writing required to be given to DUNN'S CORNERS shall be hand-delivered or sent by regular mail, postage prepaid, to the following address:

Chief Michael Frink
One Langworthy Road
Westerly, RI 02891

COPY TO:

Matthew H. Thomsen, Moderator
42 Granite Street
Westerly, RI 02891

Any Notice in writing required to be given to BRADFORD shall be hand-delivered or sent by regular mail, postage prepaid, to the address of the then current Moderator of BRADFORD.

Frank Manfredi, Moderator
169 Bradford Road
Westerly, RI 02891

COPY TO:

Jon D. Lallo, Esq.
William A. Nardone, Esq.
42 Granite Street
Westerly, RI 02891

In witness whereof the parties hereto have caused this agreement to be executed on their behalf by their duly authorized officers on the dates indicated below.

DUNN'S CORNERS FIRE DISTRICT

By: _____

Michael Frink, Chief

By: _____

Matthew H. Thomsen, Moderator

Date: _____

BRADFORD FIRE DISTRICT

By:_____

Date: _____

EXHIBIT A

BRADFORD FIRE DISTRICT

DUNN'S CORNERS FIRE DISTRICT

EQUIPMENT LEASE

Bradford Fire District, herein referred to as **Lessor**, hereby leases to **Dunn's Corners Fire District and Department**, herein referred to collectively as **Lessee**, and **Lessee** hereby leases from **Lessor**, the following personal property listed on Exhibit A, attached hereto and made apart hereof, and referred to hereafter as the **Property**.

SECTION ONE
TERM OF LEASE

The term of this lease shall commence immediately and shall terminate on May 31, 2014 at 12:00 Noon.

SECTION TWO
PAYMENT OF RENT

In consideration for the leasing of the property, **Lessee** agrees to provide **Lessor** as rent for the **Property** the fire protection service as dictated in the Agreement that this lease is an Exhibit of.

SECTION THREE
USE AND PRESERVATION OF PROPERTY

Lessee shall use the **Property** in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the property in good repair and condition and make sure that said **Property** is properly insured to protect both **Lessor** and **Lessee**. **Lessee** hereby assumes all risks of loss and damage to the **Property** from any cause whatsoever and agrees that the **Property** will be returned to **Lessor** in the same condition as when received, ordinary wear and tear excepted.

Lessor shall reimburse **Lessee** for any costs related to bringing the **Property** up to the standards established by the State of Rhode Island.

SECTION FOUR
TERMINATION OF LEASE BY DEFAULT

If **Lessee** fails to perform any of the conditions or covenants of this lease, or removes or attempts to remove the **Property** from **Lessor's** property without first obtaining the written consent of **Lessor**, **Lessor** may terminate this lease and **Lessee's** right to possession of the property, and immediately take possession of the property without demand on or notice to **Lessee.**

SECTION FIVE
LESSOR'S RIGHT OF INSPECTION

At all times during **Lessee's** business hours, **Lessor** shall have the right to enter the premises where the property is located for the purpose of inspecting the property.

SECTION SIX
OBLIGATION TO PAY TAXES AND FEES

Lessee shall pay all license fees, assessments, and sales, use, property, and other taxes imposed on the **Property**, either directly or by reimbursement of lessor, excepting only taxes imposed on or measured by income of **Lessor.**

SECTION SEVEN
LIMITATION OF WARRANTIES

Lessee acknowledges that the **Property** is of a size, design, capacity, and manufacture selected by **Lessee**. **Lessor** has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition of the property. **Lessor** shall not be liable for any liability, loss, or damage caused directly or indirectly by the **Property**, by any inadequacy thereof or defect therein, or by any incident in connection therewith.

In witness whereof, the parties have executed this lease at _____,
the _____ day of _____, 2013.