

**DUNN'S CORNERS FIRE DISTRICT  
AND QUONOCONTAUG CENTRAL BEACH FIRE DISTRICT  
FIRE PROTECTION CONTRACT**

This Agreement, effective June 1, 2022, 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 QUONOCONTAUG CENTRAL BEACH FIRE DISTRICT in Charlestown, RI 02893, (hereinafter referred to as "CENTRAL BEACH").

**RECITALS:**

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

**WHEREAS** CENTRAL BEACH is State of Rhode Island and is authorized to provide fire protection to the area commonly known as the Village of CENTRAL BEACH in the Town of Charlestown, as described in its charter as amended; and

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

**WHEREAS** DUNN'S CORNERS and CENTRAL BEACH 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 CENTRAL BEACH upon the terms herein stated; and

**WHEREAS**, by agreement effective midnight June 1, 2022, through midnight May 31, 2025, DUNN'S CORNERS shall provide fire protection to CENTRAL BEACH.

The parties agree that the terms of this agreement shall automatically renew, from year to year going forward on the same terms as set forth herein. PROVIDED THAT, either party may opt out of any contract extension term by providing written notice to the other party at least TWO HUNDRED FIFTY (250) DAYS prior to the expiration of any contract term.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other valuable consideration CENTRAL BEACH hereby agrees and contracts with DUNN'S CORNERS for adequate fire protection for real and personal property in the incorporated areas of CENTRAL BEACH 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 emergency situations occurring in or impacting the incorporated area of CENTRAL BEACH, 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 CENTRAL BEACH that it currently provides to the property owners of DUNN'S CORNERS during the terms of this Agreement.

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 CENTRAL BEACH and any other fire district or entity with which it contracts to provide fire protection services.

C. DUNN'S CORNERS shall provide to CENTRAL BEACH any and all such incident reporting information as DUNN'S 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.

D. 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.

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

## **ARTICLE II**

### **TERM AND PAYMENT SCHEDULE**

In consideration of the fire protection provided to CENTRAL BEACH during the term of this Agreement, CENTRAL BEACH agrees to pay DUNN'S CORNERS as provided herein.

A. The term of this Agreement shall be from June 1, 2022, through May 31, 2025, during which period DUNN'S CORNERS agrees to provide the fire protection services described hereunder to CENTRAL BEACH beginning at 12:00 Midnight on June 1, 2022, and ending at 12:00 Midnight, May 31, 2025.

B. The annual monetary payment to be paid DUNN'S CORNERS by CENTRAL BEACH for fire protection services provided herein shall be the product of the total the CENTRAL BEACH property tax assessment as of December 31<sup>st</sup> of the previous year (as determined by the Charlestown Tax Assessor) multiplied by the mil rate determined by DUNN'S CORNERS, then said product to be reduced by the DUNN'S CORNERS administrative savings percentage.



The DUNN'S CORNERS administrative savings percentage will be the total of the collection fee percentage up charge and the administrative fee discount percentage relating to tax collection and audit fees budgeted by DUNN'S CORNERS. Any collection fee percentage fee up charge can be calculated from the resolution approved by the DUNN'S CORNERS taxpayers covering total taxes to be collected at any Annual Meeting. The DUNN'S CORNERS administrative savings percentage can be calculated from any annual DUNN'S CORNERS budget. Budgeted tax collection related costs plus audit fees divided by the total budget amount. For example, for 2015-16, DUNN'S CORNERS agreed to use 4% as the administrative fee discount level. We also agreed on 3% for the collection up charge rate as that is what DUNN'S CORNERS taxpayers approved for tax collections at the July 2015 annual meeting (0.428 less 7% (4 ÷ 3) 0.398).

The DUNN'S CORNERS administrative savings percentage shall not be less than four percent (4%) each fiscal year. The increase in the amount of the Annual Payment due in any fiscal year shall not exceed six percent (6%) of the Annual Payment due in the prior fiscal year. If the calculation of the Annual Payment in any fiscal year does increase by more than six percent (6%), the excess over the six percent (6%) shall be paid in the next fiscal year.

C. Remittance of said Annual Payment shall be in two (2) equal installments, the first installment being due by December 1<sup>st</sup> and the second installment being due by February 1<sup>st</sup> provided DUNN'S CORNERS shall bill CENTRAL BEACH for the amount due at least 30 days prior to each due date. DUNN'S CORNERS will include with the bill for their first installment the calculation of the administrative fee discount percentage and the collection fee percentage up charge, together with copies of the adopted budget and tax levy resolution adopted by the DUNN'S CORNERS taxpayers (if not available on the website of DUNN'S CORNERS) and the mil rate applied by DUNN'S CORNERS for that fiscal year. TIME IS OF THE ESSENCE as to all payments due and owing.

D. Any and all fees, penalties and/or other monetary compensation stemming from inspections performed by the DUNN'S CORNERS Fire Chief, his qualified subordinates or other qualified DUNN'S CORNERS personnel shall be the fees, penalties and/or 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 CENTRAL BEACH.

E. 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 CENTRAL BEACH, 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 CENTRAL BEACH.

### ARTICLE III

#### ADDITIONAL PROVISIONS



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

B. If DUNN'S CORNERS enters into a contract with another fire district for fire protection service, or an existing contract is extended beyond the contract term, and such contract contains provisions (including the calculation of the Annual Payment) which, if applied to CENTRAL BEACH would be more favorable than the provisions of this agreement, then CENTRAL BEACH shall have the benefit of those provisions.

#### ARTICLE IV

##### MISCELLANEOUS

A. This Agreement is executed by duly authorized individuals of the respective parties and is legally binding only after all approvals or consents (if any) of the taxpayers of each party have been obtained.

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 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 of central beach.

C. DUNN'S CORNERS acknowledges that it is 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 State 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.

1. 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 KEITH KENYON  
One Langworthy Road  
Westerly, RI 02891

COPY TO:

Attorney Michael L. Cozzolino  
80 Beach Street  
Westerly, RI 02891

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

MODERATOR: Sue Wilson-Perez

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed on their behalf by their duly authorized officers on the dates indicated below.

CENTRAL BEACH FIRE DISTRICT

DUNN'S CORNERS FIRE DISTRICT

*Susan Wilson-Perez*  
MODERATOR

BY:

*[Signature]*  
MODERATOR

*Keith H. Kenyon*  
CHIEF KEITH KENYON

DATED

*4/07/22*