

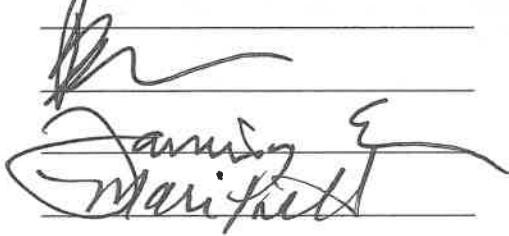
**FIRE PROTECTION CONTRACT**  
**APRIL 1, 2025 – MARCH 31, 2026**

1. The Town of Waterbury and the Town of Duxbury agree that it is in the interest of each municipality to enter into an agreement whereby the Town of Waterbury will provide Fire Protection Services to the Town of Duxbury. In return the Town of Duxbury will make semi-annual payments to the Town of Waterbury for the provision of these services as described below.
2. The Town of Waterbury will provide Fire Protection Services to the Town of Duxbury for a one-year period beginning on April 1, 2025 and ending on March 31, 2026. Forest Fires are not covered by this agreement and the Town of Waterbury will bill for services provided to fight forest fires at the rate allowed by state statute.
3. For these services, the Town of Duxbury agrees to pay **\$127,560** to the Town of Waterbury. Semi-annual payments of **\$63,780** shall be due on May 1, 2025 and December 1, 2025.
4. Waterbury and Duxbury agree that the Waterbury Fire Department is responsible to cover approximately 83% of Duxbury's Grand List, acknowledging that the Waterbury Fire Department does not provide "first response services" to "South" Duxbury.
5. The payment from the Town of Duxbury to the Town of Waterbury shall be subject to voter approval in the Town of Duxbury at their annual meeting each March. If the voters in Duxbury fail to appropriate the agreed upon payment, the Chair of the Duxbury Select Board shall notify the Waterbury Municipal Manager or the Fire Chief of the Town of Waterbury within 24 hours of the vote.
6. If the Town of Duxbury fails to appropriate the agreed upon payment, the Town of Waterbury may cease its provision of Fire Protection Services to the Town of Duxbury on April 1<sup>st</sup> in the year that Duxbury fails to appropriate the agreed upon fees. At its sole discretion the Town of Waterbury may agree to consider an interim agreement to provide Fire Protection Services to the Town of Duxbury if the Duxbury Select Board takes steps to place the appropriation before the voters of the Town of Duxbury at a Special Town Meeting held by May 1<sup>st</sup> of that year. If the appropriation fails twice in any year the contract shall expire immediately following the second vote.
7. Within the scope of this contract the Fire Chief of the Town of Waterbury or any firefighter in command of an emergency scene covered by this contract shall be free to request mutual aid assistance with the understanding that failure of another department to respond to such a request shall not constitute negligence on the part of the firefighter in command, the Town of Waterbury, or its Fire Department.
8. The legislative bodies of the Town of Waterbury and the Town of Duxbury agree this document is a contract for the provision of fire services to the Town of Duxbury by the Town of Waterbury. Failure to make payments by the agreed upon dates shall constitute a breach of this

2/9/2024

contract entitling the Town of Waterbury to legal and equitable remedies including, but not limited to attorney fees.

Duxbury Select Board

  
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Witness to Duxbury Signatures

Date:

3/24/2025

Waterbury Select Board

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Witness to Waterbury Signatures

Date:

2/9/2024