

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

1. The Town of Waterbury and the Town of Moretown 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 Moretown. In return the Town of Moretown will make one annual payment 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 Moretown 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 Moretown agrees to pay **\$3,776** to the Town of Waterbury. The payment shall be due on December 1, 2024.
4. The payment of **\$3,776** is based on the fee for the prior, with an inflationary addition.
5. Waterbury and Moretown agree that the Waterbury Fire Department is responsible to provide “first response” fire protection services for a portion of the Town of Moretown. The service is provided to Cobb Hill Road and along Rt 2 in Moretown from the bridge that spans the Winooski River connecting Waterbury to Moretown to the vicinity of the former landfill.
8. The payment from the Town of Moretown to the Town of Waterbury shall be subject to voter approval in the Town of Moretown at their annual meeting each March. If the voters in Moretown fail to appropriate the agreed upon payment, the Chair of the Moretown Select Board shall notify the Waterbury Municipal Manager or the Fire Chief of the Town of Waterbury within 24 hours of the vote.
9. If the Town of Moretown fails to appropriate the agreed upon payment, the Town of Waterbury may cease its provision of Fire Protection Services to the Town of Moretown on April 1<sup>st</sup> in the year that Moretown 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 Moretown if the Moretown Select Board takes steps to place the appropriation before the voters of the Town of Moretown 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.
10. Within the scope of this contact 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.

11. The legislative bodies of the Town of Waterbury and the Town of Moretown agree this document is a contract for the provision of fire services to the Town of Moretown by the Town of Waterbury. Failure to make payments by the agreed upon dates shall constitute a breach of this contract entitling the Town of Waterbury to legal and equitable remedies including, but not limited to attorney fees.

Moretown Select Board

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Witness to Moretown Signatures

Date:

Waterbury Select Board

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Witness to Waterbury Signatures

Date: