

MUNICIPAL/RESIDENTS OF THREE MILE ROCK

PROTECTION MUTUAL AID AGREEMENT

This Mutual Aid Fire Protection Agreement entered into this _____ day of _____ 2004 between the Municipality of Parsons Pond/Paul & Dorothy Parsons of Three Mile Rock AND the Municipality of Parsons Pond/Paul & Dorothy Parsons is for the purpose of servicing, in accordance with PART _____ hereunder, Fire Protection of Life and Property and in Firefighting provided:

1. This agreement shall remain in full force and effect until such time as it is revoked, in writing, by both parties or replaced by a new agreement.
2. Both parties to this Agreement, shall, with three (3) months written notice from either party, meet and negotiable changes or amendments to the Agreement.
3. Failure to pay, where applicable, the agreed cost-sharing funding for services within three (3) months of the agreed date of payment in the Agreement shall render this agreement null and void.

**PART 1 - AGREEMENT BETWEEN MUNICIPALITY/PAUL & DOROTHY PARSONS
NOT HAVING FIREFIGHTING EQUIPMENT/AND/OR ORGANIZED FIRE
DEPARTMENT.**

IT IS AGREED THAT:

1. Upon request, through a pre-determined fire alarm, system, the Municipality/Paul & Dorothy Parsons of Three Mile Rock hereinafter referred to as the REQUESTING PARTY, shall, subject #3 below, dispatch to your residents in Three Mile Rock, hereinafter referred to as the RESPONDING PARTY, firefighting equipment and personnel deemed necessary for the situation by the RESPONDING PARTY.
2. The office-in-charge of the RESPONDING PARTY'S firefighting equipment and personnel shall have full control of the situation and all personnel engaged in fighting the fire.
3. The RESPONDING PARTY, shall be released by the Requesting Party when their services are no longer required or when the RESPONDING PARTY is needed within the area for which it normally provides fire protection.

4. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as consequence of the performance of this agreement.
5. Both Parties to this Agreement shall have the full protection of the applicable Sections of the Municipalities Act/Local Service District Regulations.
6. The Requesting Party shall pay to the RESPONDING PARTY the sum of \$20.00 for the year 2004 on or before June 1, 2004 of the same year for the services outlined in this Agreement.
7. The number of occupied structures in Three Mile Rock will be used to determine the yearly fee that you will pay for fire protection. This figure may change from year to year. Therefore, both Parties are to meet at the end of each year to establish the fee to be charged by the Town of Parsons Pond for the upcoming year. This is to be done before preparing the Town of Parsons Pond's budget for the upcoming year.
8. The Requesting Party's would also be required to have at least 2 residents as regular active members of the Parsons Pond Volunteer Fire Department would be trained to operate and maintain equipment in the event there is any placed in your community and trained in at least basic firefighting technique's. The Town of Parsons Pond and/or the Parsons Pond Fire Department must have full and easy access to any equipment without prior notice from a Requesting Party's at anytime.
9. Requesting Party shall provide the RESPONDING PARTY with a map of their Community if requested.

Neither Party shall be reimbursed for any costs incurred pursuant to this Agreement.

A list of Fire Brigade Members and Emergency Number will be provided to you.

Signed by the proper officers of the Parties in the presence of the witness hereto subscribing:

Dorothy Payne-Parsons

Paul Parsons

Brenda Biggin, Mayor

Joan Parsons, Town Clerk

Mike Verge, Fire Chief

Witness