

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE**

**Due to COVID-19 Public Participation will be by:**  
**Join Zoom Meeting: <https://zoom.us/j/98659357667>**

**Meeting ID: 986 5935 7667 Password: 798277**

**Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592**

**Monday, September 21, 2020**

Topics may start earlier than specified, unless there is a hearing scheduled

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
  - Joint Selectboard and Board of Health, September 14, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Liquor License Hearing
  - Pioneer Valley Brewery, LLC dba Pioneer Valley Brewery, Christopher Fontaine as Manager has applied for a §12 General On-Premises, Farmers Series Pouring Permit (Malt Beverages Only) License, 151 Third Street Turners Falls
6. 6:40 St. Kazimierz Society, 197 Avenue A, Turners Falls
  - Change of Manager for Annual On Premise, Section 12, All Alcohol Beverages Liquor License
7. 6:45 Tom Bergeron, DPW Superintendent
  - Update on Millers Falls Road Embankment Repair
8. 6:50 COVID-19 Updates and Action Items
  - Review of any Updated State Guidance or Orders
9. 7:00 Pole Location Hearing
  - Eversource is requesting 3 new sole-owned poles, one new sole-owned pushbrace and one new sole-owned anchor along Pine St, Montague off Letourneau Way and Elm St. Eversource and Verizon are requesting one new joint-owned pole 63/1, aligning with the other new Eversource poles
10. 7:05 Pole Location Hearing
  - Eversource is requesting permission to install 5 solely owned midspan poles along Lake Pleasant Road

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE  
Monday, September 21, 2020  
Page 2**

11. 7:10 Proposed MOA Relative to Participation in the new 800hz Franklin County Emergency Communication System for Public Safety Services
12. 7:20 Brian McHugh, Director of Community Development, FCRHRA
  - Authorization to approve pay requisition #8 in the amount of \$3,500 to Berkshire Design Group for the Spinner Park Restoration Project funded by the Town's FY19 Community Development Block Grant
13. 7:45 Review in-process & planned CARES Act Projects
14. 8:00 Town Administrator's Report
  - Eversource Planned outages in Montague
  - Police Advisory Review Group Update
  - Execute FY2021 Engineering Agreement Landfill Monitoring Services
  - Topics not anticipated in 48 hour posting
15. 8:15 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken

**Upcoming Meetings:**

- Selectboard Meeting, **MONDAY, September 28, 2020, 6:30 PM** via Zoom
- Special Town Meeting, **Tuesday, October 13, 2020, 6:30 PM**, Montague DPW Garage, 128 Turners Falls Road, Turners Falls

**Recorder:**

Please publish the following as a legal notice no later than Thursday, September 10, 2020

**PUBLIC HEARING**

In accordance with the provisions of Chapter 138, Mass. General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Pioneer Valley Brewery LLC dba Pioneer Valley Brewery, Christopher Fontaine as manager, has applied for a §12 General On-Premises, Farmers Series Pouring Permit, (Malt Beverages Only) License. The approximate 3,500 sq. ft. premise is located at 151 Third Street, Turners Falls. This is a single floor building with approximately 1,500 sq. ft. designated area for customers and 2,000 sq. ft. for employee use only, brewing, office and cold storage. There will be a 25' x 55' patio to the rear of the building and an 8' x 80' patio to the rear right side of the building. There are 2 exits and estimated maximum capacity is 49 persons.

Date and place of hearing: Monday, September 21, 2020, at 6:35 P.M.

**Due to COVID-19 Public Participation will by:**

Join Zoom Meeting: <https://zoom.us/j/98659357667>

Meeting ID: 986 5935 7667; Passcode: 798277

Dial into meeting: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 US

Montague License Commissioners



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/ubcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="Farmer Series Pouring Permit"/>	<input type="text" value="Malt"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Application for a new license to accompany our approved state license FB-LIC-000288

Is this license application pursuant to special legislation?  Yes  No Chapter  Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="Pioneer Valley Brewery LLC"/>	FEIN	<input type="text" value="84-2913577"/>
DBA	<input type="text" value="Pioneer Valley Brewery"/>	Manager of Record	<input type="text" value="Chris Fontaine"/>
Street Address	<input type="text" value="151 3rd Street, Furners Falls MA 01376"/>		
Phone	<input type="text" value="508 341 2394"/>	Email	<input type="text" value="chris@pioneervalleybrew.com"/>
Alternative Phone	<input type="text" value="n/a"/>	Website	<input type="text"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Single floor building with a designated area for brewing and a designated area for customers. Also includes an outdoor patio connected to the building. The public area will be about 1500SF. The public area has public bathrooms, entrance, exits, and is connected to the patio area. The remaining 2000SF is for employee use only, brewing, office, and cold storage.

Total Square Footage	<input type="text" value="3500"/>	Number of Entrances	<input type="text" value="1"/>	Seating Capacity	<input type="text" value="35"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits	<input type="text" value="2"/>	Occupancy Number	<input type="text" value="49"/>

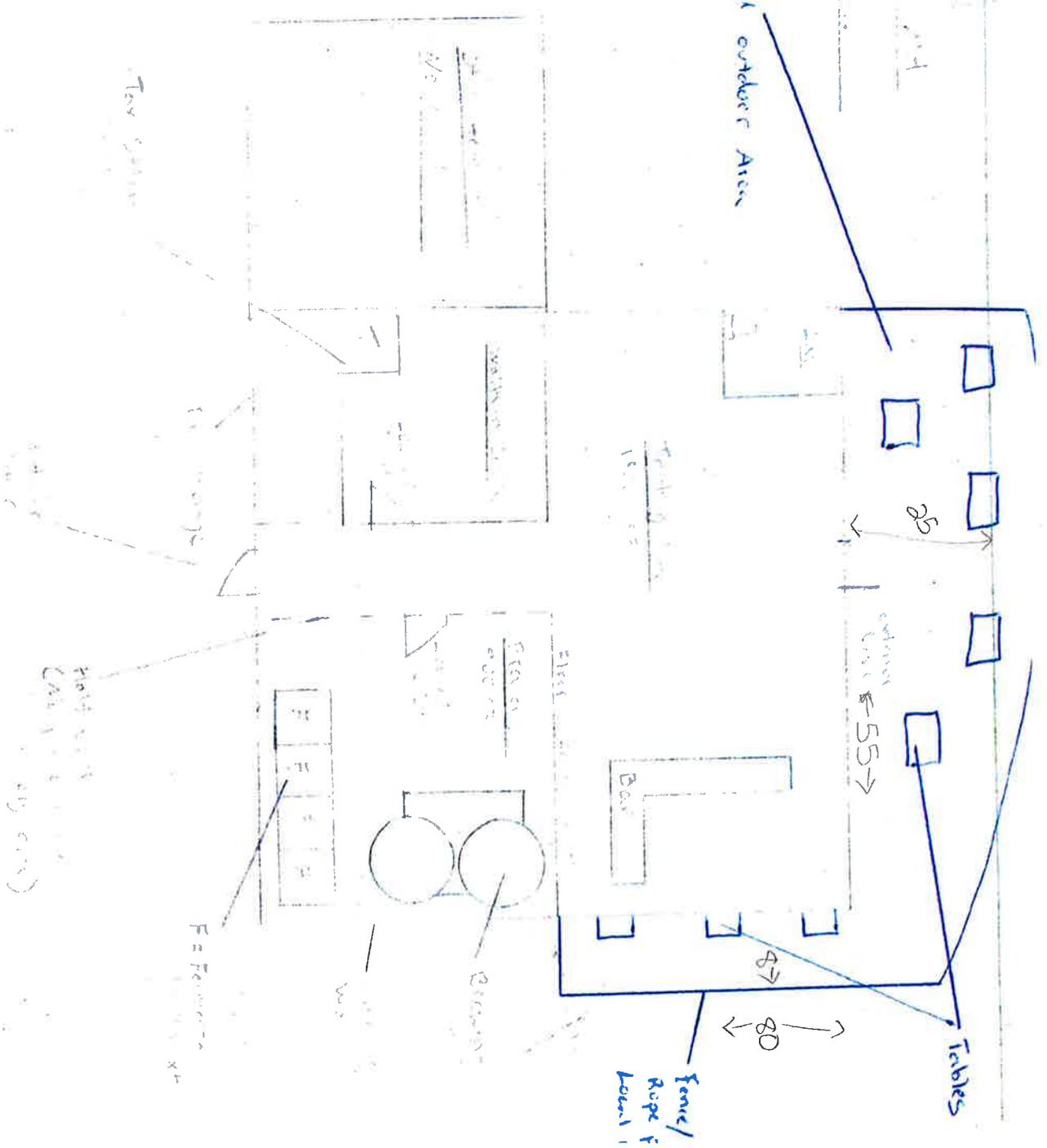
4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

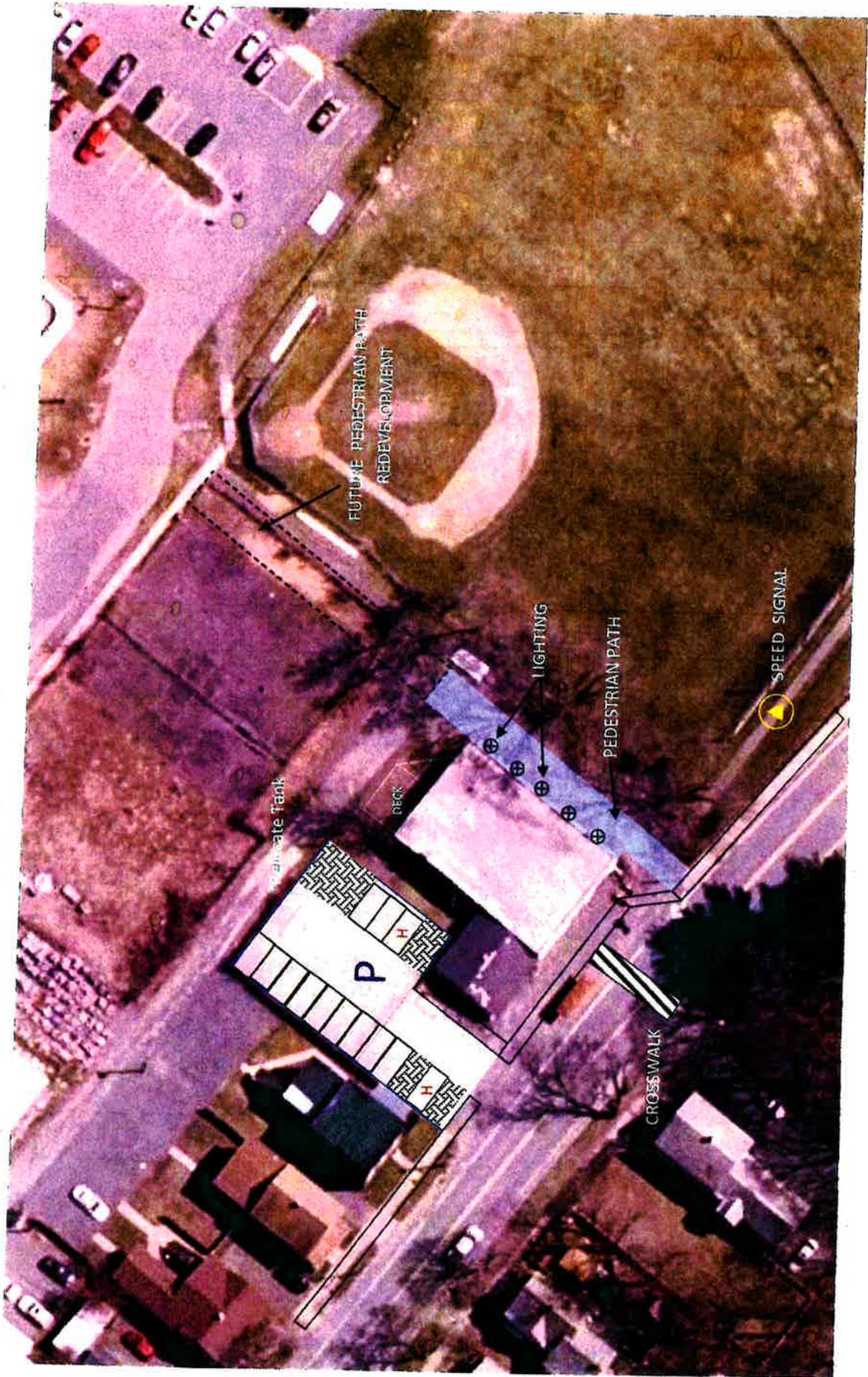
Name:	<input type="text" value="Chris Fontaine"/>	Phone:	<input type="text" value="508 341 2394"/>
Title:	<input type="text" value="member/owner"/>	Email:	<input type="text" value="chris@pioneervalleybrew.com"/>

131 3rd Street  
Pizzeria

Proposed outdoor Area



← 3rd Street →



6



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

AMENDMENT-Change of Manager

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.**

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/  
Directors/LLC Managers
- Change of Ownership Interest  
(LLC Members/ LLP Partners,  
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358

**CORPORATE VOTE**

The Board of Directors or LLC Managers of St. Kazimierz Society  
Entity Name

duly voted to apply to the Licensing Authority of Montague and the  
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 1, 2020  
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other \_\_\_\_\_

"VOTED: To authorize Deborah Banash  
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Deborah Banash  
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer / LLC Manager Signature

Christopher C. Girouard  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

**Millers Falls Road Update, Week of September 13, 2020**

- This week was a light week for trucks; approximately 1500 tons of stone was delivered between Monday the 14<sup>th</sup> and 15<sup>th</sup>.
- The rest of the week we dug out a road to get to the bottom of the project. As of Thursday, Will Stratford, DPW Foreman was able to get approximately  $\frac{3}{4}$  of the way down the hill.
- We are waiting to talk to the pipe installer who is coming in on Monday to install the line.
- Friday will be a short day; we will be cleaning up the trees and brush to make more room to work and clean up the area.
- The project is going very well.
- We have used approximately half of the \$175,000 we have available.
- To date, we have dumped approximately 7,000 tons of stone in the ravine.

7:00pm # 1 (9)

August 28, 2020

To the Board of Selectmen of the Town of **Montague**, MA.

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petition. When adopted, please forward to the Town Clerk for recording.

Town Clerk, please forward recorded orders to:

Eversource  
55 Russell St.  
Hadley, MA 01035

Attn: Caplette/Rosenburg

NOTE: On questions pertaining to this order, please call Michael Rosenberg at (413) 787-9462.

DESCRIPTION FOR PETITION:

Pine St.:

Description

Eversource is requesting 3 new sole-owned poles, one new sole-owned pushbrace, and one new sole-owned anchor along Pine St, Montague off Letourneau Way and Elm St.

Eversource and Verizon are requesting one new joint-owned pole 63/1M, aligning with the other new Eversource poles.

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

**Pine St.:**

**Description**

Eversource is requesting 3 new sole-owned poles, one new sole-owned pushbrace, and one new sole-owned anchor along Pine St, Montague off Letourneau Way and Elm St.

Eversource and Verizon are requesting one new joint-owned pole 63/1M, aligning with the other new Eversource poles.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **6A030257**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By Michael Rosenberg  
Eversource Supervisor, Field Engineering Design

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette  
Manager Right-of-Way

Dated this 28th day of August, 2020.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated the 28th day of August, 2020.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **6A030257** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

**Pine St.:**

Description
Eversource is requesting 3 new sole-owned poles, one new sole-owned pushbrace, and one new sole-owned anchor along Pine St, Montague off Letourneau Way and Elm St.
Eversource and Verizon are requesting one new joint-owned pole 63/1M, aligning with the other new Eversource poles.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 21 day of September, 2020.

\_\_\_\_\_  
Clerk of Selectmen

We hereby certify that on September 21 2020, at 7:00 o'clock PM, at Via Zoom a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Selectmen of the Town of

Montague

Massachusetts.

#### CERTIFICATE

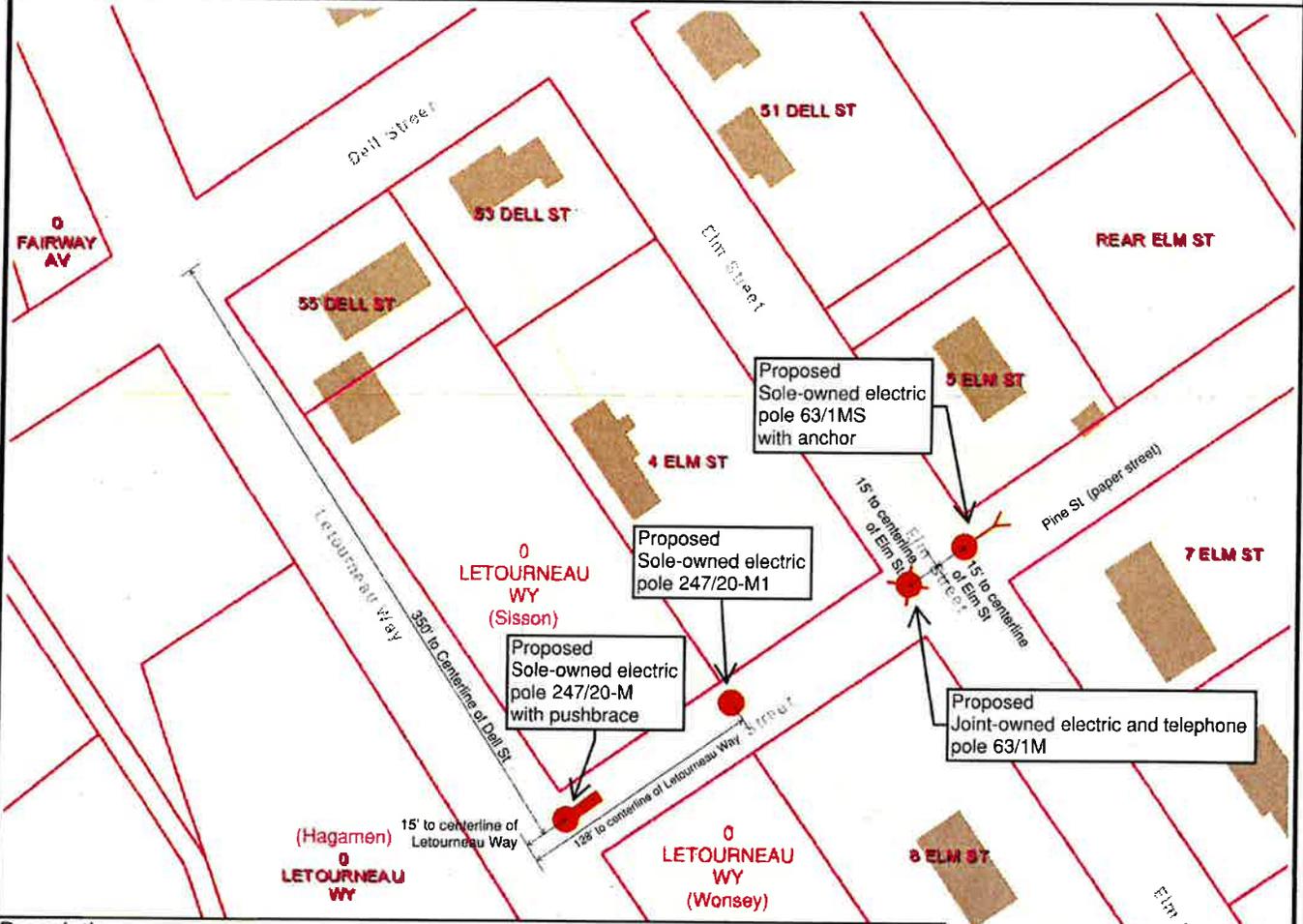
I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, and recorded with the records of location orders of said town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

*Verizon*

TOWN	Montague
STREET	Pine Street



**Description**  
 Eversource is requesting 3 new sole-owned poles, one new sole-owned pushbrace, and one new sole-owned anchor along Pine St, Montague off Letourneau Way and Elm St.  
 Eversource and Verizon are requesting one new joint-owned pole 63/1M, aligning with the other new Eversource poles.

**LEGEND**

-  PROPOSED JOINT POLE
-  PROPOSED SOLE-OWNED ELECTRIC POLE
-  EXISTING JOINT POLE
-  EXISTING SOLE-OWNED ELECTRIC POLE
-  PROPOSED ANCHOR
-  EXISTING ANCHOR
-  PROPERTY LINE
-  PROPOSED PUSH BRACE POLE

DRAWN BY 	W.O.# 6A030257 / 3383566	DISTANCES ARE APPROXIMATE <b>NOT TO SCALE</b>	PETITION NO.
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7:05 #2  
Pm  
10

September 3, 2020

To the Board of Selectmen of the Town of **Montague**, MA.

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petition. When adopted, please forward to the Town Clerk for recording.

Town Clerk, please forward recorded orders to:

EVERSOURCE  
55 Russell St.  
Hadley, Ma 01035

Attn: Caplette

NOTE: On questions pertaining to this order, please call Carla Trosino-Laramy at 413-250-0084.

**Lake Pleasant Rd**

**PURPOSE AND DESCRIPTION:**

PURPOSE AND DESCRIPTION:  
EVERSOURCE IS REQUESTING PERMISSION TO INSTALL A TOTAL OF FIVE SOLELY OWNED MIDSPAN POLES ALONG LAKE PLEASANT ROAD, MONTAGUE, UNDER THE CENTER PHASE OF AN EXISTING POLE LINE. THE FIRST POLE, 115/11M IS TO BE SET 136' SOUTH OF EXISTING POLE 115/11, POLE 115/12M IS TO BE SET 131' SOUTH OF POLE 115/12, POLE 115/13M IS TO BE SET 139' SOUTH OF POLE 115/13, POLE 115/14M IS TO BE SET 135' SOUTH OF POLE 115/14 AND POLE 115/15M IS TO BE SET 121' SOUTH OF POLE 115/15. THE EXISTING POLE CENTER LINE IS APPROXIMATELY 19' FROM THE ROAD CENTER LINE. THIS WORK IS REQUIRED FOR CUSTOMER RELIABILITY PURPOSES AND INVOLVES REDUCING SPAN LENGTHS TO INSTALL LARGER CONDUCTORS. THIS IS THE SECOND PART OF A THREE PART PROJECT.

## PETITION FOR POLE AND WIRE LOCATIONS

To the Board of Selectmen of the Town of **Montague**, MA.

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

**Lake Pleasant Rd.**

### PURPOSE AND DESCRIPTION:

<p><u>PURPOSE AND DESCRIPTION:</u> EVERSOURCE IS REQUESTING PERMISSION TO INSTALL A TOTAL OF FIVE SOLELY OWNED MIDSPAN POLES ALONG LAKE PLEASANT ROAD, MONTAGUE, UNDER THE CENTER PHASE OF AN EXISTING POLE LINE. THE FIRST POLE, 115/11M IS TO BE SET 136' SOUTH OF EXISTING POLE 115/11, POLE 115/12M IS TO BE SET 131' SOUTH OF POLE 115/12, POLE 115/13M IS TO BE SET 139' SOUTH OF POLE 115/13, POLE 115/14M IS TO BE SET 135' SOUTH OF POLE 115/14 AND POLE 115/15M IS TO BE SET 121' SOUTH OF POLE 115/15. THE EXISTING POLE CENTER LINE IS APPROXIMATELY 19' FROM THE ROAD CENTER LINE. THIS WORK IS REQUIRED FOR CUSTOMER RELIABILITY PURPOSES AND INVOLVES REDUCING SPAN LENGTHS TO INSTALL LARGER CONDUCTORS. THIS IS THE SECOND PART OF A THREE PART PROJECT.</p>
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Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked **6A031375**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

BY Carla Trosino-Laramy  
Senior Project Specialist

Dated this 3rd day of September, 2020.

## ORDER FOR POLE LOCATIONS

To the Board of Selectmen of the Town of **Montague, MA.**

Notice having been given and a public hearing held, as provided by law,  
**IT IS HEREBY ORDERED:**

that **EVERSOURCE** be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way hereinafter referred to as requested in petition of said Company dated the 4th day of August, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **6A031375** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

### **Lake Pleasant Rd.**

#### **PURPOSE AND DESCRIPTION:**

<p><b><u>PURPOSE AND DESCRIPTION:</u></b> EVERSOURCE IS REQUESTING PERMISSION TO INSTALL A TOTAL OF FIVE SOLELY OWNED MIDSPAN POLES ALONG LAKE PLEASANT ROAD, MONTAGUE, UNDER THE CENTER PHASE OF AN EXISTING POLE LINE. THE FIRST POLE, 115/11M IS TO BE SET 136' SOUTH OF EXISTING POLE 115/11, POLE 115/12M IS TO BE SET 131' SOUTH OF POLE 115/12, POLE 115/13M IS TO BE SET 139' SOUTH OF POLE 115/13, POLE 115/14M IS TO BE SET 135' SOUTH OF POLE 115/14 AND POLE 115/15M IS TO BE SET 121' SOUTH OF POLE 115/15. THE EXISTING POLE CENTER LINE IS APPROXIMATELY 19' FROM THE ROAD CENTER LINE. THIS WORK IS REQUIRED FOR CUSTOMER RELIABILITY PURPOSES AND INVOLVES REDUCING SPAN LENGTHS TO INSTALL LARGER CONDUCTORS. THIS IS THE SECOND PART OF A THREE PART PROJECT.</p>
--

Also that permission be and thereby is granted **EVERSOURCE** to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Montague, Massachusetts held on the 21 th day of September 2020.

\_\_\_\_\_  
Clerk of Selectmen

We hereby certify that on September 21 2020, at 7:05 o'clock PM, at Via Zoom a public hearing was held on the petition of EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Selectmen of the Town of

Montague  
\_\_\_\_\_  
Massachusetts.

### CERTIFICATE

I hereby certify that the foregoing is a true copy of a sole location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of \_\_\_\_\_ Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, and recorded with the records of location orders of said town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

Town

LEGEND

-  PROPOSED JOINT POLE
-  PROPOSED EVERSOURCE POLE
-  EXISTING JOINT POLE
-  EXISTING EVERSOURCE POLE
-  EXISTING EVERSOURCE POLE TO BE JOINT
-  EXISTING FOREIGN POLE TO BE JOINT
-  PROPOSED PAD MOUNT TRANSFORMER
-  EXISTING PAD MOUNT TRANSFORMER
-  EXISTING MANHOLE
-  UG EXISTING CONDUIT
-  UG PROPOSED CONDUIT
-  PROPOSED HANDHOLE
-  EXISTING HANDHOLE
-  ANCHOR
-  PROPOSED SILO
-  EXISTING SILO
-  HEXHOLE

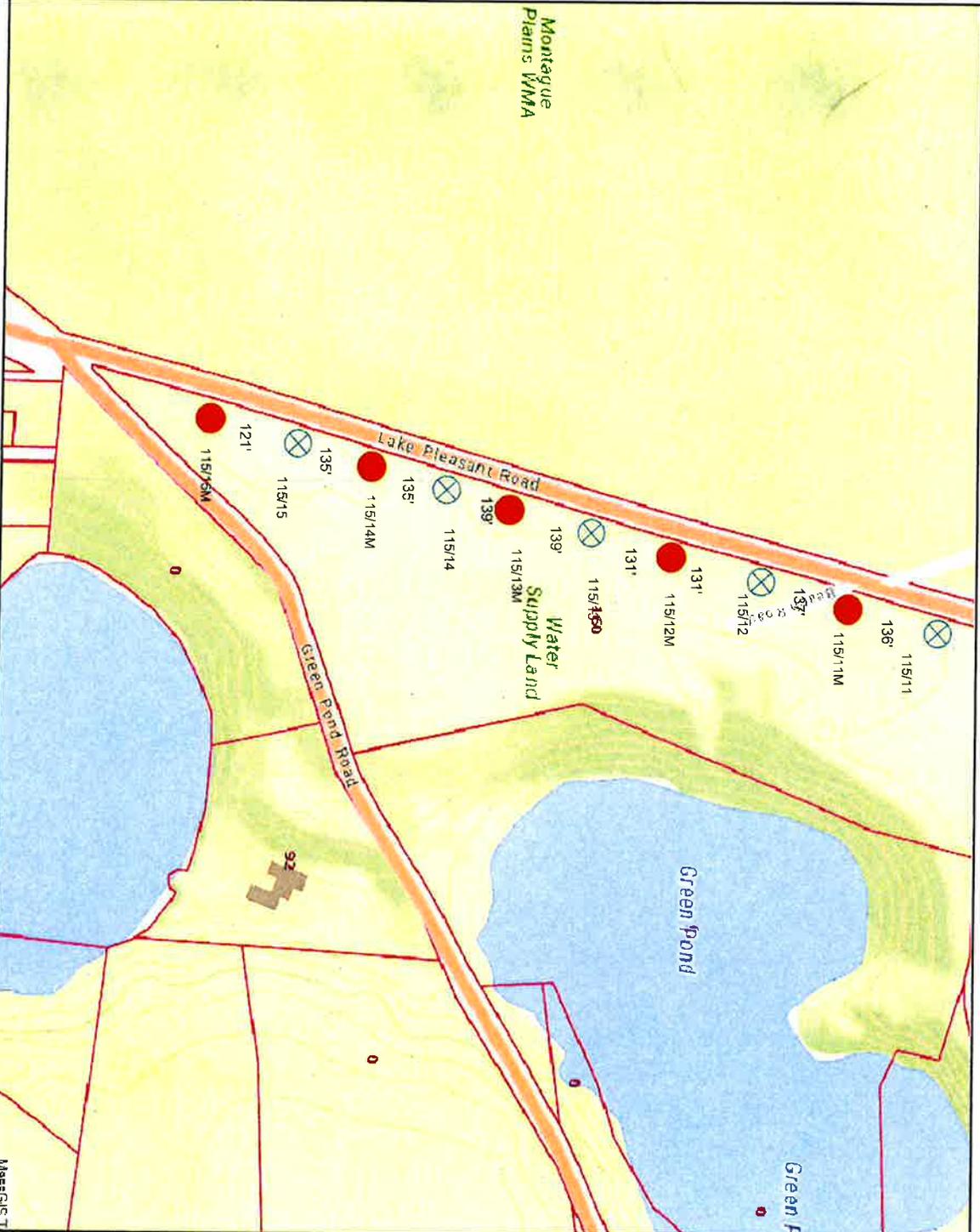
PROPRIETARY INFORMATION:  
 THE INFORMATION ON THIS MAP SHALL BE CONSIDERED PROPRIETARY TO EVERSOURCE AND THE USER (WHICH SHALL BE DEFINED AS ANY PERSON OR ENTITY WHO HAS RECEIVED THE MAP THROUGH SALE, LEASE, LOAN, LEND, GIFT OR OTHERWISE) SHALL KEEP IT IN CONFIDENCE AND SHALL NOT DISCLOSE OR REPRODUCE IT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN PERMISSION OF EVERSOURCE UTILITIES.

**EVERSOURCE**  
 ENERGY

PETITION MAP  
 PHASE 2  
 LAKE PLEASANT ROAD  
 MONTAGUE

DATE	DESCRIPTION	VELOCITY	WORK ORDER	WORK REQUEST
09/04/20	48"	15.0M	6A15312A	5152089

SCALE: 11/5'      DRAWING NO.: 4025011-AL/REV/07/11/14-250-2204



**PURPOSE AND DESCRIPTION:**  
 EVERSOURCE IS REQUESTING PERMISSION TO INSTALL A TOTAL OF FIVE SOLELY OWNED MIDSPAN POLES ALONG LAKE PLEASANT ROAD, MONTAGUE, UNDER THE CENTER PHASE OF AN EXISTING POLE LINE. THE FIRST POLE, 115/11M IS TO BE SET 136' SOUTH OF EXISTING POLE 115/11, POLE 115/12M IS TO BE SET 131' SOUTH OF POLE 115/12, POLE 115/13M IS TO BE SET 139' SOUTH OF POLE 115/13, POLE 115/14M IS TO BE SET 135' SOUTH OF POLE 115/14 AND POLE 115/15M IS TO BE SET 121' SOUTH OF POLE 115/15, THE EXISTING POLE CENTER LINE IS APPROXIMATELY 19' FROM THE ROAD CENTER LINE. THIS WORK IS REQUIRED FOR CUSTOMER RELIABILITY PURPOSES AND INVOLVES REDUCING SPAN LENGTHS TO INSTALL LARGER CONDUCTORS. THIS IS THE SECOND PART OF A THREE PART PROJECT.

MEMORANDUM OF AGREEMENT

By and Between

Franklin Regional Council of Governments

And

The Franklin County Emergency Communication System Oversight Committee

And

Users of the Franklin County Emergency Communication System and Commonwealth of Massachusetts Interoperable Radio System

THIS AGREEMENT is by and between the Franklin Regional Council of Governments, hereinafter called the FRCOG; the Franklin County Emergency Communication System Oversight Committee, hereinafter called the FCECS Committee; and **Town of Montague** as a User of the Franklin County Emergency Communication System, hereinafter called the USER, and as a future Operable User of the Commonwealth of Massachusetts Interoperable Radio System (CoMIRS).

WHEREAS, the FRCOG has been authorized by the Franklin Regional Council of Governments Executive Committee and signatories to this agreement, to purchase, oversee, and maintain ownership of the Franklin County Emergency Communication System, hereinafter called the FCECS, until full decommissioning and migration to the Commonwealth of Massachusetts' CoMIRS; and

WHEREAS, the FCECS Committee has been authorized by the Franklin Regional Council of Governments Executive Committee and signatories to this agreement, to oversee and maintain the FCECS and oversee its decommissioning once a full and successful migration to CoMIRS has occurred;

WHEREAS, all USERS of the FCECS, as identified in Attachment I, will benefit from the Franklin County Emergency Communication System and the CoMIRS;

WHEREAS, all signatories to this agreement, after reviewing coverage maps, system loading data, audio quality projections, future and ongoing costs and other relevant data and after informational sessions and meetings desire to leverage the current and planned future CoMIRS network as their primary public safety communication system;

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

**RESPONSIBILITIES OF THE FRCOG AS IT RELATES TO MAINTAINING THE FCECS UNTIL FULL DECOMMISSIONING.** The FRCOG, as owner of the FCECS and holder of the operations and maintenance funds, agrees to the following:

- a. To own the FCECS equipment as described in Attachment II.
- b. To provide adequate insurance on the FCECS equipment.
- c. To create and maintain an account to be used solely for the operations, maintenance, insurance and upgrade of the FCECS.
- d. To make expenditures recommended by and to the FCECS Committee or inform the Committee of reasons why any expenditure will not be made.
- e. To maintain and keep current all needed FCC licenses and tower site Memoranda of Agreement needed for the FCECS.
- f. To issue to all USERS of the FCECS, in coordination with the FCECS Committee, an invoice of annual user fees by July 1st of each year.
- g. To decommission the FCECS and the FCECS Oversight Committee once the full migration to CoMIRS has occurred.

**2. RESPONSIBILITIES OF THE FCECS COMMITTEE.** The FCECS Committee, as the oversight committee responsible for ensuring the ongoing operation and maintenance of the FCECS agrees to the following:

- a. Responsibilities of the FCECS Committee are outlined in the Committee's Operating Procedures as provided in Attachment III.
- b. To annually review the costs of operating and maintaining the FCECS equipment, to prepare an annual maintenance plan and budget, to determine any adjustments to the user fee, and submit this detail to the FRCOG by December 1st of each year.
- c. To cooperate with the decommissioning of the FCECS and to decommission the FCECS Oversight Committee once the full migration to CoMIRS has occurred, as determined by the FRCOG.

**3. RESPONSIBILITIES OF USERS OF THE FRANKLIN COUNTY EMERGENCY COMMUNICATION SYSTEM PRIOR TO DECOMMISSIONING.** Each USER of the FCECS agrees to the following:

- a. To supply its own radios, mobile units and other devices needed to communicate via the FCECS.
- b. To pay an annual user fee to ensure that the FCECS remains operational and functional until decommissioning. If the annual fee is not received by September 1 of each year, the USER will be in violation of this agreement in addition to pertinent state and federal laws and regulations. Legal avenues for collection of fees are hereby authorized. The primary ambulance service, as designated by a city or town, is responsible for paying the annual emergency medical service assessment. Non-primary ambulance services based in the FCECS service area are exempt from additional fees.

- c. To report any problems with the FCECS using the online Trouble Ticket System located at <https://frcog.org/franklin-county-emergency-communications-system> as soon as identified.
- d. To comply with all Operating Procedures established by the FCECS Committee.

#### 4. OPTION TO WITHDRAW FROM THIS AGREEMENT

- a. If the USER intends to withdraw from this agreement, the USER shall notify the FRCOG Executive Director, in writing, at least ninety (90) days prior to the date of withdrawal.
- b. If the USER withdraws from this agreement, they understand that they will either be removed from the CoMIRS migration project or be placed last in the migration schedule. If the USER has already received equipment to access the CoMIRS, they will be required to return and/or pay for any equipment already disbursed within thirty days of the withdrawal letter.

#### 5. FCECS DECOMMISSIONING

- a. The FCECS will be decommissioned when the FRCOG, with FCECS Oversight Committee input, and EOTSS agree it is no longer needed for emergency communications.
- b. After payment of all costs, any money remaining in the FCECS account will be reimbursed back to the USERS by means of the same formula used when determining yearly assessments.
- c. Excess FCECS equipment will be given to the Commonwealth of Massachusetts. If any equipment remains, it will be disposed of as required by law.

#### 6. USERS AGREE THAT THE FRCOG IS THE SINGLE POINT OF CONTACT TO EOTSS RELATING TO ALL CoMIRS ISSUES UPON EXECUTION OF THIS AGREEMENT. The FRCOG shall be responsible for the following:

- a. To represent the interests of the signatories on this Agreement on behalf of Franklin County municipalities, Districts, and signatories to this agreement.
- b. To manage and communicate all CoMIRS matters, whether administrative, programmatic, financial or otherwise, including matters of governance, management, system design, system implementation and operation, maintenance, finance and cost sharing arising from or related to Franklin County.
- c. To assess and collect user fees on behalf of EOTSS. The FRCOG will be responsible for representing the best interests of signatories on this Agreement during any and all negotiations with EOTSS related to the user fee.
- d. To assume all roles and responsibilities for the financial processing, purchasing, asset inventory and distribution for all radio equipment, including subscriber unit that may, from time to time, be made available to all Franklin County Operable USERS by EOTSS.
- e. To create a new advisory committee including representation from Franklin County police, fire, dispatch, and EMS departments that will provide for the regular exchange of

information, ideas, concerns, and all other matters concerning the CoMIRS network in relation to Franklin County.

7. **RESPONSIBILITIES OF USERS OF THE CoMIRS SYSTEM.** Each User of CoMIRS agrees to the following:
  - a. To appoint the FRCOG as its representative agent for the purpose of the CoMIRS project and grant FRCOG authority to represent its interests therein.
  - b. To comply with all requirements and obligations set-forth by EOTSS as the CoMIRS project and program manager and administrator of the CoMIRS system. Such requirements and obligations include, but are not limited to, directives concerning radio use and management, radio programming, channel use and management, adoption of technical specifications, load and capacity directives and/or restrictions.
  - c. To pay any and all usage fees. If the annual fee is not received by September 1 of each year, the USER will be in violation of this agreement in addition to pertinent state and federal laws and regulations. Legal avenues for collection of fees are hereby authorized.
  - d. To care for, maintain, repair and replace all equipment provided pursuant to this Agreement.
  - e. To report any problems with CoMIRS using the online Trouble Ticket System located at <https://frcog.org/franklin-county-emergency-communications-system> as soon as identified.
  - f. To comply with all Operating Procedures established by the FRCOG and EOTSS.
8. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.
9. **VENUE AND JURISDICTION:** Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.
10. **COMPLIANCE WITH THE LAW:** The Parties shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

**TERM OF AGREEMENT:** The term of this agreement is for three years commencing on October 1, 2020 and expiring on September 30, 2023. At the end of the term the parties will enter into a new Agreement.

ENTIRE AGREEMENT: This Agreement represents the entire understanding of the parties with respect to the subject matter addressed herein and supersedes and cancels all previous agreements between the parties.

IN WITNESS thereof, the FRCOG, the FCECS Committee and the **Town of Montague** have executed this Agreement as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

Franklin Regional Council of Governments

By: \_\_\_\_\_  
Linda Dunlavy, Executive Director

Date: \_\_\_\_\_

Franklin County Emergency Communications System Oversight Committee

By: \_\_\_\_\_  
Walter Tibbetts, Chair

Date: \_\_\_\_\_

User Agency: **Town of Montague**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment I**  
**List of Users on the FCECS**

American Medical Response	Leverett Fire Department
Amherst Ambulance	Leverett Police Department
Ashfield Fire Department	Leyden Fire Department
Ashfield Police Department	Leyden Police Department
Bernardston Fire Department	Monroe Fire Department
Bernardston Police Department	Montague Center Fire District
Buckland Fire Department	Turners Fire District
Buckland Police Department	Montague Police Department
Charlemont Ambulance	New Salem Fire Department
Charlemont Fire Department	New Salem Police Department
Charlemont Police Department	Northfield Ambulance
Colrain Ambulance	Northfield Fire Department
Colrain Fire Department	Northfield Police Department
Colrain Police Department	Orange Ambulance Department
Conway Ambulance	Orange Fire Department
Conway Fire Department	Orange Police Department
Conway Police Department	Rowe Fire Department
South County Ambulance	Rowe Police Department
Deerfield Area Fire District	Town of Royalston
South Deerfield Fire District	Shelburne Ambulance
Deerfield Police Department	Shelburne Center Fire District
Erving Fire Department	Shelburne Falls Fire District
Erving Police Department	Shelburne Police Department
Gill Fire Department	Shutesbury Fire Department
Gill Police Department	Shutesbury Police Department
Greenfield Fire Department	Sunderland Fire Department
Greenfield Police Department	Sunderland Police Department
Franklin County Sheriff's Office	Warwick Fire Department
Hawley Fire Department	Warwick Police Department
Heath Fire Department	Wendell Fire Department
Heath Police Department	Wendell Police Department
Highland Ambulance	Whately Fire Department
	Whately Police Department

Attachment II

FCECS Inventory as of April 2020

<b>SITE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>TYPE OF EQUIPMENT</b>
SITE 1 - Berkshire East Charlemont	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom UFH TX/RX T-Pass Combiner		
	Spectracom	CTCSS	Tone Generator
	Spectracom	CTCSS	Tone Generator
	Spectracom	Securesynch	GPS Clock
	20 kW Onan (liquid propane)	200GGMA	GENERATOR
	HARRIS	INTRAPLEX	INTERCON SERVE
	Motorola	CDM750	CONTROL STATION
	SAMLEX H+I		
			TOWER STRUCTURE
	SITE 2 - BORDEN SAVOY	HARRIS	TRUPOINT 5000
HARRIS		TRUPOINT 5000	MICROWAVE
Aviat			MICROWAVE
GENERAL ELECTRIC		MASTER III	REPEATER
GENERAL ELECTRIC		MASTER III	REPEATER

	TX RX	74-70-0646-BMT	TX RX MULTICOUP
		6 FILTERS ISOLATED	TX RX COMBINER
	HARRIS	INTRAPLEX	INTERCON SERVE
	SPECTRACOM	Securesynch	GPS Clock
	SAMPLER N+1 DC	5H02-0011 POWER SUPPLY	POWER SUPPLY
	Newmar	UR24-6	Power Rectifier
	SPECTRACOM	CTCSS W/ENC	
	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom RX MultiCoupler		
	250 kW Kohler 40 REOZ JB (diesel)		GENERATOR
SITE 3 - BUCKLAND	MOTOROLA	CDR 500	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	TX RX		COMBINER
			COMBINER
			COMBINER
			RX MULTICOUPLER
	SPECTRACOM	8195	GPS OSC
	HARRIS	IT270339	INTERPLEX CROSS
	SAMPLER N+1 DC		POWER SYSTEM
	SPECTRACOM	CTCSS	
	SPECTRACOM	CTCSS	

	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom UHF TX/RX T-Pass Combiner		
SITE 4 - CHANDLER HILL COLRAIN	GENERAL ELECTRIC	MASTER III	REPEATER
	TX RX	28-70-02A	
	AES 5-watt transceiver with 24-Hour Battery Backup		
SITE 5 - COUNTRY HILL MONTAGUE	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	SPECTRACOM	Securesynch	GPS OSC
	HARRIS	IT270336	INTERPLEX
	SPECTRACOM	CTCSS	
	SPECTRACOM	CTCSS	
	SAMPLER N+1		POWER SYSTEM
		DTS-10	DC DISTRIBUTION
		89-70-28A	RX MULTICOUPLER
	TX RX	74-70-05-493-E-R1	TX RX COMBINER
	AES 5-watt transceiver with 24-Hour Battery Backup		



SAMLEX H+I		POWER SYSTEM
IMC NETWORKS		MEDIA SYSTEM
SPECTRACOM	Securesynch	GPS
HARRIS	INTERPLEX 000116	ACCESS SERVER
HARRIS	INTERPLEX 000118	ACCESS SERVER
HARRIS	INTERPLEX 000119	ACCESS SERVER
HARRIS	INTERPLEX 000120	ACCESS SERVER
HARRIS	INTERPLEX 000121	ACCESS SERVER
HARRIS	INTERPLEX 000122	ACCESS SERVER
JPS	SNV12	VOTER
SAMLEX H+I		POWER SYSTEM
TX RX		COMBINER
JPS	SNV12	VOTER
SPECTRACOM	CTCSS	
SPECTRACOM	CTCSS	
MOTOROLA	CDM1550	CONTROL STATION
MOTOROLA	CDM1550LS	CONTROL STATION
2 7170 IP Link (2 watt transmitter)		
2 AES bandpass filters		
AES Receiver		
Easton Municipal Circuit Processor (MCP)		
1500 VA UPS, APC Smart-UPS		

	AES 2-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom RX Multicoupler*		
	25 kW Genset Spark (liquid propane)		GENERATOR
	HARRIS	TRUPOINT 5000	MICROWAVE
	HARRIS	TRUPOINT 5000	MICROWAVE
	HARRIS	TRUPOINT 5000	MICROWAVE
	Loop-IP E1/T1 Router/Bridge	6610-T-4ETH-RT-AC-G	MICROWAVE
	20 kW Onan (liquid propane)	200GGMA	GENERATOR
			SHELTER
			TOWER STRUCTURE
SITE 8 IS CLOSED - NO LONGER IN SERVICE			
SITE 9 - MT GRACE WARWICK	HARRIS	TRUPOINT 5000	MICROWAVE
	HARRIS	TRUPOINT 5000	MICROWAVE
	Cielo Networks		11GHZ MICROWAVE LINK
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	SPECTRACOM	CTCSS	
	SPECTRACOM	CTCSS	

	SAMLEX N+I		DC POWER SYSTEM
		DST-10	DC DISTRIBUTION
	MOTOROLA	CDM1550	CONTROL STATION
	SPECTRACOM	Securesynch	GPS
	HARRIS	IT270340	INTERPLEX CROSS
	RX		
	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom RX Multicoupler		
SITE 10 - MT LINCOLN NORTHAMPTON	HARRIS	TRUPOINT 5000	MICROWAVE
	SAMLEX N+I		DC POWER SYSTEM
		DST-10	DC DISTRIBUTION
	AES 5-watt transceiver with 24-Hour Battery Backup	7788F	3050
SITE 11 - MOUNTAIN RD ERVING	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	SPECTRACOM		GPS
	HARRIS	IT270337	INTERPLEX
	SAMLEX N+I		
	SPECTRACOM	CTCSS	
	SPECTRACOM	CTCSS	

	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom UHF TX/RX/T-Pass Combiner		
	15 kW Generac (liquid propane)		GENERATOR
			SHELTER
SITE 12 - MT TOBY SUNDERLAND	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	RECEIVER ONLY
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	HARRIS	IT270337	INTERPLEX
	SPECTRACOM	Securesynch	GPS Clock
	SAMLEX		DC POWER SYSTEM
	AES 5-watt transceiver with 24-Hour Battery Backup		
SITE 13 - National Grid New Salem	Cielo Networks		11GHZ MICROWAVE LINK
	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	SPECTRACOM	Securesynch	GPS Clock

	SAMLEX	N+I DC Power Sys	
	DC DISTRIBUTION		
	HARRIS-INTRAPLEX	IT358390	ACCESS SERVER
	TX RX	28--70-02A	DUPLEXER
		74-70-85493-R2/89-70-27A	RX MULTICOUPLER
		74-70-05493-E-R2	TX COMBINER
	RAYTHEON	JPS SNV-12	CARD CAGE, PSM-1A POWER SUPPLY MODULE, CPM-3 CONTROL PROCESSOR MODULE
	HARRIS	SVM-2	SITE VOTER MODULE
	HARRIS	SVM-2	SITE VOTER MODULE
	HARRIS	SVM-2	SITE VOTER MODULE
	HARRIS		SERVER, T1 ACCESS
	HARRIS		SERVER, T1 ACCESS
	HARRIS	MASTER III	RECEIVERS
	HARRIS	MASTER III	RECEIVERS
	HARRIS	MASTER III	RECEIVER CARD CAGE SHELF
	HARRIS	MASTER III	RECEIVER CARD CAGE SHELF
	HARRIS	MASTER III	RX, 450-470
	HARRIS	MASTER III	RX, 450-470
			POWER SUPPLY, 120 VAC 47-63 HZ, 12 VDC
			POWER SUPPLY, 120 VAC 47-63 HZ, 12 VDC
	ALPHA TECHNOLOGY	01-523-20	BATTERY CHARGER
			SITE DEPLOYMENT PACK

	AES 5-watt transceiver with 24-Hour Battery Backup		7788F
	Technologies Group Custom UHF TX/RX T-Pass Combiner*		74-70-05493-E-R2
	20 KW Onan (liquid propane)		GENERATOR
			SHELTER
Site 14 - MA State Police Barracks, Rt2 Shelburne	PC with WARN Software		
	MOTOROLA	CDM1550LS	CONTROL STATION w/TONE GENERATOR
	MOTOROLA	CDM1550LS	CONTROL STATION w/TONE GENERATOR
Site 15 - Greenfield PD	HARRIS	TRUPOINT 5000	MICROWAVE (10GB)
	SAMLEX	N+I DC Power Sys	
Site 16 - ADAMS Hill Greenfield	MOTOROLA	PTP 49600	PTP/MICROWAVE
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	GENERAL ELECTRIC	MASTER III	RECEIVERS
Site 17 - Rocky MTN Greenfield	Cambium	PTP4450i	PTP/MICROWAVE
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	GENERAL ELECTRIC	MASTER III	RECEIVERS
	GENERAL ELECTRIC	MASTER III	RECEIVERS

	GENERAL ELECTRIC	MASTER III	RECEIVERS
	SPECTRACOM	Securesynch	GPS Clock
	SPECTRACOM	CTCSS	Tone Generator
	SPECTRACOM	CTCSS	
	RAD	IP MUX	
	HARRIS		INTERPLEX
Site 18 - Royalston	Cielo Networks		11GHZ MICROWAVE LINK
	Cielo Networks		11GHZ MICROWAVE LINK
	MOTOROLA		UHF ANTENNA SYSTEM
			UHF ANTENNA SYSTEM
			BASE DUPLEXER
			BASE DUPLEXER
	40 kW Generac		GENERATOR
			SHELTER
			TOWER STRUCTURE
Site 19 - Shutesbury	MOTOROLA	CDR500	REPEATER (COMPLETE)
Site 20 - Orange Water Dept	MOTOROLA	PTP49600 4.9GHz Microwave End	
	MOTOROLA	MTR3000 Transceiver with 28VDC Battery Reverting Charger	
	MOTOROLA	MLC 8000 Analog Conventional Gateway	

	MOTOROLA	MLC 8000 Analog Conventional Comparator	
	EMR		DUPLEXER
	ALPHA TECHNOLOGY	01-523-20	BATTERY CHARGER
		Network Switch	
		1500VA Online UPS	
Site 21 - Plainfield	HARRIS	TRUPOINT 5000	MICROWAVE
	GENERAL ELECTRIC	MASTER III	REPEATER
	GENERAL ELECTRIC	MASTER III	REPEATER
	SPECTRACOM	Securesynch	GPS
	HARRIS	IT270337	INTERPLEX
	SAMLEX N+I		
	SPECTRACOM	CTCSS	
	SPECTRACOM	CTCSS	
	EMR	526-4-2	DUPLEXER
	EMR	526-4-2	DUPLEXER
	AES 5-watt transceiver with 24-Hour Battery Backup		
	Technologies Group Custom UHF TX/RX/T-Pass Combiner		

## **Attachment III**

### **Operating Procedures for the Franklin County Emergency Communication System Oversight Committee**

**Amended: September, 2011**

**Amended: January, 2015**

**Amended: August, 2019**

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#### **Article 1 - Name**

The name of the Committee shall be the Franklin County Emergency Communication System (FCECS) Oversight Committee, hereinafter referred to as the Oversight Committee.

#### **Article 2 - Purpose**

The Oversight Committee was formed by the Franklin Regional Council of Governments (FRCOG) to oversee the FCECS for the purpose of ensuring that it is properly maintained and improved by the FRCOG to meet the emergency communications needs of its users.

Generally, the Oversight Committee shall be the advisory committee to the FRCOG, recommending and advising the best ways to implement, oversee, manage, improve and maintain in good working order the emergency communication equipment and infrastructure of the FCECS, owned by the FRCOG.

Specific responsibilities of the Oversight Committee are listed below in Article 5 - Responsibilities.

#### **Article 3 - Definitions**

*Franklin County Emergency Communication System:* All equipment and infrastructure owned by the FRCOG, hereinafter referred to as the FCECS.

#### **Article 4 – Organization**

The Oversight Committee shall consist of one voting representative appointed from each of the following organizations:

1. The Franklin County Police Chiefs Association
2. The Franklin County Fire Chiefs Association
3. The Franklin County EMS Committee
4. The Franklin Regional Council of Governments Executive Committee
5. Tri State Fire Mutual Aid
6. Shelburne Dispatch Control
7. Franklin County Sheriff's Office

Said organizations may also appoint an alternate representative who may vote in meetings if the appointed representative is not present or otherwise unable to vote.

The Oversight Committee may appoint ex officio members, as may be determined by a majority vote of the representative members. The Oversight Committee's vote shall determine the purpose of the ex officio member and whether or not they are a voting member. No city, town, district, or other participating entity shall have two voting members on the Oversight Committee at any time.

#### **Article 5 – Responsibilities**

The Oversight Committee shall be responsible for the following:

1. To convene and conduct regularly scheduled meetings at least quarterly, and as called by the Chair, as necessary.
  - A. The purpose of the meetings is as described in Article 2
2. To regularly monitor the condition of the FCECS.
3. To advise FRCOG on operating procedures and system utilization matters.
4. The Oversight Committee shall approve an annual maintenance plan and budget.

- A. After Oversight Committee approval the maintenance plan and budget shall be approved by the FRCOG Executive Committee, Finance Committee and Council, as part of the FRCOG annual budget process.

#### **Article 6 – Expenditures**

1. The Radio System Manager, Emergency Preparedness Program Manager (or designee), and the chair of the FCECS Oversight Committee are authorized to expend funds from the Repair and Maintenance line item which are within the regular annual operating budget for the FCECS.
2. Expenditures that require the use of capital reserve shall be pre-approved by the FCECS Oversight Committee and FRCOG Finance Committee.
3. In the event of an emergency, in which the cost of the repair exceeds the repair and maintenance line item of the current year FCECS budget, the Radio System Manager and Emergency Preparedness Program Manager (or designee) in coordination with the chair of the FCECS Oversight Committee, FRCOG Executive Committee representative to the FCECS Oversight Committee, FRCOG Executive Director, and FRCOG Finance Director, are authorized to expend funds, including capital reserve, in an effort to repair the system as quickly as possible. The Radio System Manager and Emergency Preparedness Program Manager, or designee, shall inform the FCECS Oversight Committee and FRCOG Finance Committee as soon as practical.

#### **Article 7 – Officers, Committees, Rules of Procedures, Terms of Office and Meetings**

1. Officers: The Oversight Committee shall elect annually by and from its members a chair and vice-chair. Each officer shall hold his/her office until his/her successor is elected. The organizational election shall occur at its first regular meeting after January 1st. The officer-elect will take possession of his/her office immediately upon the election becoming final. FRCOG staff shall serve as the Oversight Committee's clerk.

The chair, or in the chair's absence, the vice-chair shall have the right to authorize grant applications and to initiate the FRCOG process to make emergency expenditures and make any other time-sensitive decisions between meetings, so long as the decision is reported at the next Oversight Committee meeting.

Upon a vacancy in the office of chair, the vice-chair shall assume the office of the chair and shall serve in said capacity until the next annual election. Upon vacancy of the office of the vice-chair, the Oversight Committee shall nominate and elect a vice chair who shall serve in said capacity until the next annual election.

2. Committees: The Oversight Committee may establish such technical, advisory or other subcommittee(s) as may be needed to carry out its responsibilities.
3. Rules of Procedure: As a committee of the FRCOG, the Oversight Committee is a public body under Massachusetts law, and shall therefore abide by the Massachusetts Open Meeting Law. The Oversight Committee shall use the procedures contained herein for its activities and shall keep a record of its meetings, transactions, resolutions, findings and determinations, all of which shall be a public record. If no other procedures are specified herein, the Oversight Committee shall follow the most recent edition of Robert's Rules of Order.
  - a. Quorum: The minimum number of members of the Oversight Committee required to be present for business to be transacted shall be a simple majority of all appointed members.
  - b. Voting: Each voting member of the Oversight Committee shall have one vote.
  - c. Amendment of Operating Procedures: These Operating Procedures may be amended by mutual agreement between the FRCOG Executive Committee and the Oversight Committee. A vote to amend these Operating Procedures may be taken at any meeting of the Oversight Committee or the FRCOG Executive Committee and must pass by a two-thirds (2/3) majority of members in attendance, where at least a quorum of appointed members are present and voting, and provided that a copy of the proposed amendment has been sent (by USPS mail or e-mail) to all members of both the Oversight Committee and the FRCOG Executive Committee at least 14 calendar days in advance of said meeting. Said amendment shall take effect when both Committees have voted to amend. If deemed to be in the best interest of the FRCOG, the FRCOG Executive Committee may unilaterally amend these procedures and shall provide the Oversight Committee members with a copy of the amendment prior to its next posted meeting.
4. Terms of Office: Each Oversight Committee member shall serve a term of three years. Terms shall begin as of July 1<sup>st</sup> and shall end as of the end of day on June 30<sup>th</sup>. In the case of a vacancy, a new appointment shall be made by the organization whose representative has vacated his/her position on the Oversight Committee. A vacancy shall be deemed to have occurred if the member has notified the Oversight

Committee of his/her resignation or if they have not attended two (2) meetings without notifying the chair in writing of his/her reason for absence and interest in continuing to serve. An appointment to fill a vacancy shall complete the unexpired term of the vacant position. The FRCOG Executive Director shall assign FRCOG staff to support the Oversight Committee. FRCOG staff shall notify the appointing organization of the need to appoint or reappoint a member at least three months prior to the end of the current term. Appointing organizations shall notify FRCOG staff in writing of the date of vote and the name and contact information for the appointed member.

5. Meetings: The Oversight Committee shall, at a minimum, hold quarterly meetings, two of which shall be held in January and December of each year. Officers shall be elected during the January meeting and the FCECS budget for the upcoming fiscal year shall be developed during the meeting in December for recommendation to the FRCOG Executive Committee, Finance Committee, and Council.



12

**AUTHORIZATION TO DISBURSE No. 8**  
**Invoice # 2019-135-10**  
**TOWN OF MONTAGUE FY19 (6K)**  
**SPINNER PARK RESTORATION PROJECT**  
**Contractor: Berkshire Design Group. Inc.**  
**4 Allen Street**  
**Northampton, MA 01060**

Date: September 17, 2020

Original Contract Amount:	11,000.00
Addenda	3,500.00
Total Contract	14,500.00
Total Paid to Date:	6,260.24
Balance:	8,239.76
This Invoice:	<b>3,500.00</b>
Balance:	4,739.76

Work Items Complete:

See attached invoice #2019-135-10 dated: September 10, 2020	FY2019 CDBG
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I have reviewed this invoice on September 17, 2020 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 3,500.00

\_\_\_\_\_  
*Director of Community Development – HRA*

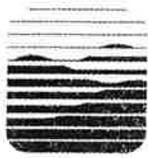
I hereby authorize the above payment

**TOWN of MONTAGUE**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

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*Authorized signature*  
Selectboard



# Berkshire Design Group

4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

**INVOICE # 2019-135-10**

September 10, 2020

Project No: 2019-135

**Re: Spinner Park Bidding & Construction Administration**

For professional landscape architectural, civil engineering and land surveying services listed below for the period August 1, 2020 to August 31, 2020:

Email Invoices To: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	60.00%	0.00%	\$0.00
Additional Services - Electric	\$3,500.00	100.00%	100.00%	\$3,500.00
	<u>\$14,500.00</u>			
<b>Subtotal Task Charges</b>				<b>\$3,500.00</b>

**INVOICE TOTAL** **\$3,500.00**

Please make check payable to: **The Berkshire Design Group, Inc.** Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

**Statement of Accounts**

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2019-135-5	4/10/2020	\$0.00	\$0.00	\$0.00	(\$0.04)	(\$0.04)
2019-135-9	8/8/2020	\$0.00	\$1,805.64	\$0.00	\$0.00	\$1,805.64
<b>Total Prior Billing</b>		<b>\$0.00</b>	<b>\$1,805.64</b>	<b>\$0.00</b>	<b>(\$0.04)</b>	<b><del>\$1,805.60</del></b> Paid

**Total Due** **~~\$5,305.60~~**

Total Due: \$3,500

**WendyB-Montague Board of Selectmen**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Wednesday, September 16, 2020 10:39 AM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** Chief John Zellmann; Chris Williams; TomB - Montague Highway Department  
**Subject:** TA Report 9/21 - Upcoming Planned Outages in Montague  
**Attachments:** Montague Outage Map for 10-3-20.pdf

Hi Wendy

Please include this among my updates for Monday night. You can include Melissa’s email among the packet materials. Please also post her notice on our Facebook site. You can use the first two paragraphs as the basis for the narrative, just modify the beginning (“I wanted...”). Please include the outage map as an attachment to that posting.

I will notify GMRSD as it appears that Hillcrest will be affected, if before school hours.

Thanks - Steve

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**From:** Hancock, Melissa  
**Sent:** Tuesday, September 15, 2020 2:11 PM  
**To:** StevenE - Montague Town Administrator  
**Subject:** Upcoming Planned Outages in Montague

Steve,

I wanted to make you aware of some upcoming planned outages in Montague. This planned outage is associated with the reliability work currently taking place in town, and 660 customers will be impacted by this planned outage. That being said we have taken several steps to minimize the impact to our customers for this important reliability work. The outages will take place from Midnight to 6AM, on Friday October 3<sup>rd</sup> with a rain date of October 10<sup>th</sup>.

All impacted customers will be notified three times – twice via telephone and once via mail. The first telephone call will go out in the next few days and then this will be followed up with another reminder call closer to the date of the outage.

I know there has been some concern in town regarding the project, so I wanted to make sure you first knew about the upcoming planned outage and also knew we were taking several steps to minimize the impact to our customers, many who are currently working from home or participating in school remotely.

Please let me know if you have any questions or concerns.

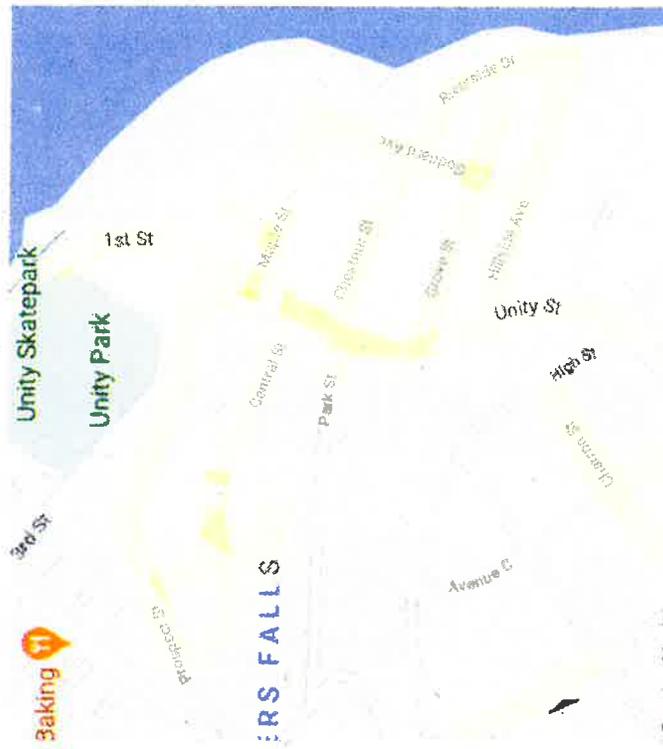
All the best,

Melissa

**Melissa Hancock | Community Relations & Economic Development**







14c

M-5003  
September 14, 2020

Wendy Bogusz, Executive Assistant  
Town of Montague  
One Avenue A  
Turners Falls, MA 01376

**Re: FY2021 Engineering Agreement Landfill Monitoring Services**

Dear Ms. Bogusz:

Enclosed, please find four (4) originals of the Agreement for Engineering Services for Sanitary Landfill Environmental Monitoring at the Montague Sanitary Landfill as well as a copy of our current insurance certificates.

If the enclosed Agreement language is acceptable, please have the originals executed by the appropriate Town officials. Upon execution please return a copy to me for our records either via mail or email to [ALassard@TigheBond.com](mailto:ALassard@TigheBond.com); the remaining copies are for the Town's records.

We appreciate the opportunity to continue to provide professional engineering services to the Town. If you have any questions regarding the Agreement, please contact me at 413-572-3214; project related questions may be directed to Jeff Thelen at (413) 572-3260.

Very truly yours,

**TIGHE & BOND, INC.**

  
April S. Lassard  
Senior Contracts Manager

Enclosures

J:\M\5003 Montague\Agreement\FY2021 LF Eng Agree\FY2020 Agreement trans.doc





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional B&B - TM 107 Audubon Rd, 2-305 Wakefield, MA 01880 Thomas M. Mullard	<b>CONTACT NAME:</b> Thomas M. Mullard	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Co.		25658
<b>INSURER B:</b> Travelers Indemnity Co of CT		25682
<b>INSURER C:</b> XL Specialty Insurance Company		37885
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	6803L850582	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3L857189	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6N395203	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4N087733	05/01/2019	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Prof Environmental <input checked="" type="checkbox"/> Legal Pollution			DPR9958277	04/14/2020	04/14/2021	Per Claim \$ 5,000,000 Aggregate \$ 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured under the General Liability policy, subject to all policy terms & conditions. A Waiver of Subrogation is included.

### CERTIFICATE HOLDER

MONTA-5

Town of Montague  
Town Administrator  
Avenue A  
Turner Falls, MA 01376

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
FOR  
SANITARY LANDFILL  
ENVIRONMENTAL MONITORING  
FISCAL YEAR 2021**

\*\*\*\*\*

**HIGHWAY DEPARTMENT  
TOWN OF MONTAGUE, MASSACHUSETTS**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between the Town of Montague, Massachusetts, hereinafter designated as the "TOWN", a municipal corporation duly established by law in the Commonwealth of Massachusetts, as represented by its Board of Selectmen, hereinafter designated and referred to as the "BOARD" and Tighe & Bond, Inc., a corporation incorporated under the laws of Massachusetts, and having its principal office in the City of Westfield, said Commonwealth of Massachusetts, hereinafter designated as the "ENGINEER".

**WHEREAS**, the Massachusetts Department of Environmental Protection (MassDEP) requires groundwater and surface water monitoring of the Montague Sanitary Landfill (hereinafter "Project"), and

**WHEREAS**, the BOARD requires professional engineering services relative to conducting the monitoring activities.

**NOW THEREFORE**, the BOARD and the ENGINEER, for the consideration hereinafter named, agree as follows:

**SECTION 1 - SCOPE OF THE WORK**

The professional engineering services, which are specifically included in this AGREEMENT, are as follows:

A. Groundwater, Surface Water and Landfill Gas Monitoring

The ENGINEER shall monitor landfill gas and collect and analyze groundwater and surface water samples in accordance with the program outlined in Attachment A. The ENGINEER shall summarize the data and forward the laboratory reports and data summary to the BOARD after each sampling event.



**SECTION 2 - COMPENSATION**

The BOARD agrees to pay, and the ENGINEER agrees to accept as full compensation for all work called for and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. All services performed under Section 1 shall be furnished on an "hourly plus expense" basis. For the purposes of determining a contract value, it is mutually agreed that the services under this AGREEMENT shall be limited to a maximum fee of \$16,250 for Fiscal Year 2021, invoiced in accordance with ENGINEER's standard billing rates. The breakdown of this limiting fee is as follows:

**Groundwater and Surface Water Monitoring (2 events)**

Labor	\$ 3,850.00
Laboratory Analysis, Sampling & Transportation	<u>\$ 12,400.00</u>
Total Estimated Cost	\$ 16,250.00

- B. For outside services, which are rendered for the ENGINEER by others than its direct employees, the fee shall be the ENGINEER's direct cost-plus ten percent.
- C. Automobile transportation for employees of the ENGINEER traveling in direct reference to the project shall be paid for at the standard Federal rate per vehicle mile at the time of travel.
- D. The ENGINEER shall not be required to provide any engineering services under this AGREEMENT that will result in the limiting fee being exceeded, without first amending this AGREEMENT. In the event that this limiting fee has to be exceeded for reasonable cause, the BOARD and the ENGINEER shall mutually revise it by written amendment to this AGREEMENT. In the event that the BOARD and the ENGINEER cannot reach agreement, the work shall thereupon cease.
- E. Interim payments shall be made monthly to the ENGINEER as the project proceeds. It is understood and agreed that the ENGINEER will be paid only for services rendered by its employees and expenses under this AGREEMENT. All services rendered by TOWN employees will be at no cost to the ENGINEER and it will receive no payment therefore.

**SECTION 3 - MISCELLANEOUS**

- A. The BOARD and the ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the BOARD.
- B. This AGREEMENT represents the entire and integrated Agreement between the BOARD and the ENGINEER and supersedes all prior negotiations, representations or Agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both BOARD and ENGINEER.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the BOARD or the ENGINEER.

**IN WITNESS WHEREOF**, the BOARD and ENGINEER have caused these presents to be signed by their respective duly authorized representatives for the purpose on the day and year first written above.

**TOWN OF MONTAGUE  
BY IT'S BOARD OF SELECTMEN**

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the Presence of:

  
\_\_\_\_\_

**TIGHE & BOND, INC.**

  
\_\_\_\_\_

April S. Lassard  
Senior Contracts Manager

Certified as to Appropriation

\_\_\_\_\_  
Town Accountant

J:\M\M5003 MONTAGUE\AGREEMENT\FY2021 LF ENG AGREE\FY2021 AGREEMENT.DOCX

**ATTACHMENT A**

GROUNDWATER, SURFACE WATER AND LANDFILL GAS MONITORING

<b>TABLE 1 Environmental Monitoring Program Parameters</b>	
<p><b>General Chemistry</b></p> <p>Field pH                      Field Temperature                      Field Specific Conductance                      Field Dissolved Oxygen                      Alkalinity                      Chemical Oxygen Demand (COD)                      Chloride                      Cyanide                      Nitrate (As Nitrogen)                      Sulfate                      Total Dissolved Solids (TDS)</p>	<p><b>Metals</b></p> <p>Iron (Fe)                      Manganese (Mn)                      Arsenic (As)                      Barium (Ba)                      Cadmium (Cd)                      Chromium (Cr)                      Copper (Cu)                      Lead (Pb)                      Mercury (Hg)                      Selenium (Se)                      Silver (Ag)                      Zinc (Zn)                      Calcium (Ca)                      Sodium (Na)</p>
<p><b>Volatile Organic Compounds (VOCs)</b></p> <p>EPA Method 8260 Including:                      Acetone                      Methyl Ethyl Ketone (MEK)                      Methyl Isobutyl Ketone (MIBK)                      Xylenes                      + ID Unknown Peaks @ 2x Base</p> <p>Separate Low-Level Analysis for 1,4-Dioxane</p>	
<p><b>Landfill Gas Monitoring – Field Parameters</b></p> <p>Methane – total percent                      Carbon Dioxide – total percent                      Oxygen – total percent                      Balance Gas – total percent</p>	

<b>TABLE 2 Environmental Monitoring Program Locations</b>	
Location	Description
<b>Groundwater Monitoring Wells</b>	
DW-1	Downgradient Shallow Well - North of Landfill
DW-2S	Downgradient Shallow Well - Northwest of Landfill
DW-3	Downgradient Shallow Well - West of Landfill (no longer exists)
DW-4	Downgradient Shallow Well - Southwest of Landfill
MW-6S	Upgradient Shallow Well - East of Landfill
MW-7S	Downgradient Shallow Well - Southeast of Landfill
MW-8S	Downgradient Shallow Well - Southwest of DW-4
<b>Surface Water &amp; Seepage Area Stations</b>	
Stream S-2	Downstream Station @ Greenfield Road - Randall Brook
Stream S-4	Downstream Confluence - North and South Branches of Randall Brook
SA-1	Downgradient Seepage Area - South Branch Randall Brook
MH-DP	Discharge Pipe for Internal Drainage from the Old Burn Dump Area - North Branch Randall Brook
SA-XX	New Seepage Area at the Old Burn Dump Area
<b>Landfill Gas Monitoring (3 new gas monitoring wells by others)</b>	
GW-1	Proposed - Between the Landfill and the Transfer Station area
GW-2	Proposed - Between the Landfill and the Dog Shelter
GW-3	Proposed - Between the Landfill and the Judd Wire, Inc. facility