

MEMORANDUM OF AGREEMENT
BETWEEN THE WESTFORD FIRE DEPARTMENT
AND
WESTFORD BOARD OF WATER COMMISSIONERS
REGARDING INSTALLATION AND OPERATION OF A FIRE TRAINING FACILITY AT
60 FORGE VILLAGE ROAD

On this 9th day of July, 2020, the Westford Fire Department (WFD) and the Board of Water Commissioners of the Town of Westford (BOWC) do hereby agree as follows:

Whereas the WFD has proposed temporary installation of a Fire Training Facility (FTF) located at the Town of Westford Water Department's (WWD) 60 Forge Village Road property,

Whereas the WFD will conduct training exercises including but not limited to ground ladder operations, aerial ladder operations, pumping operations, forcible entry, search and rescue, confined space, live burn and vehicle extrication training at the proposed FTF,

Whereas the WWD is being asked to provide temporary use of a portion of its 60 Forge Village Road property for the FTF,

Whereas the WWD suggests that the Town continues to search for a permanent location,

Whereas the proposed FTF is located just outside the Zone I and within the Zone II for WWD public water supply wells, and

Whereas the WWD may be obligated to reclaim use of this land in the future to accommodate changes to regulatory requirements or to satisfy any other operational needs,

Therefore, the parties do hereby agree as follows:

1. The FTF will be limited to installation of portable (or easily re-locatable) modular container(s) on a hard surface foundation, one 12 x 12 storage shed, portable toilet, stormwater controls, runoff collection system, propane tank, and pavement.
2. The FTF must be constructed with a runoff collection system to prevent water used for training purposes from leaving the site. The WFD is responsible for maintaining the runoff collection system, properly containerizing training runoff, and disposing of system contents off site (see #16 of this MOA).

3. The WFD is responsible for maintaining the FTF site and cleaning up as necessary after use (no later than 14 days after use).
4. The WFD must provide a portable chemical toilet on site for use during training events.
5. Use of the FTF is restricted to the WFD or WFD-joint training use.
6. Class A training burns will be limited to 7 (seven) separate events per calendar year (each day representing an event).
7. Burn materials are limited to:
 - a. Untreated wood
 - b. Straw
 - c. Untreated wood pallets
 - d. Masonite
 - e. Propane
8. Requests to burn alternate materials must be made to the WWD Superintendent at least 30 days in advance of the event, and Safety Data Sheets must be provided as applicable. Approval of any alternate burn materials is up to the discretion of the WWD Superintendent.
9. Class B, C, or D fire training burns are prohibited at the FTF site with the exception of propane which is an allowed burn material.
10. Use of fire-fighting foams and/or chemicals is prohibited.
11. Chemical storage is prohibited at the FTF site.
12. The WFD must provide the WWD at least 1 (one) business days' notice of training events utilizing water from hydrants at the site.
13. Vehicle burning is prohibited at the FTF site.
14. Vehicle extrication training is allowed at the FTF site, but vehicles used for training must be free of gasoline, diesel fuel, coolant, motor oil, transmission fluid, brake fluid, power steering fluid, windshield washer fluid, and all batteries prior to delivery to the site.
15. Vehicles used for extrication training may not be indefinitely stored at the FTF site. Accordingly, no more than 2 (two) extrication training vehicles may be present at the FTF site at a time, and may not be present at the FTF site for more than 30 (thirty) days.
16. On site storage of vehicles used for extrication training must be accomplished in a manner which allows for easy clean up and prevents any leakage from leaving the site (such as use of positive limiting barriers).
17. Should the WWD require use of the property at any time, The WWD will provide the WFD 1 (one) year to close the facility, remove all structures, foundations, roadway materials, equipment, and training vehicles, at no cost to the WWD (see # 23 of this MOA).
18. Soil spoils created during construction of the facility shall be stockpiled on site for use in the event the land is returned to the WWD.
19. This MOA will be reviewed by the BOWC on an annual basis, and renewed as is, cancelled, or revised accordingly. Should the BOWC decide not to continue to allow use of the property for the FTF the WFD will be provided 1 (one) year to close the facility and restore the site as stipulated under #17 of this MOA.

20. The BOWC must approve the location at 60 Forge Village Road and design of the FTF prior to installation.
21. No training activities (including parking) are allowed outside of the approved FTF site.
22. Expansion of the FTF beyond the original site plans is prohibited.
23. Prior to the construction of the FTF, the Select Board agrees to sponsor a warrant article to appropriate from the proceeds of the sale of the Town Farm Site the sum of \$75,000 which shall be reserved for the purpose of moving the FTF and restoring the site in accordance with #17 of this MOA. The Town shall seek such appropriation at the next annual or special town meeting held after the Town receives the proceeds from the sale of the Town Farm Site. In the event that Town Meeting does not appropriate such funds, the Town shall not construct the FTF at the site. Said funds shall be maintained in a special account until such time as the FTF is no longer located on the site and the site is fully restored by the Town under #17. The Select Board agrees that it will not sponsor or recommend a warrant article to transfer or rescind the special article appropriation until such time as the site is fully restored or this MOA is no longer in effect, whichever shall occur first.

BOARD OF WATER COMMISSIONERS



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