

**SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/98779010529>

Meeting ID: 987 7901 0529 Password: 650249

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

MONDAY, JULY 13, 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. 6:32 Approve Minutes:
 - Joint Selectboard, Board of Health and Finance Committee: 6/15/20
 - Joint Selectboard and Board of Health, 6/22/20 and 6/29/20
4. 6:33 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 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
6. 6:45 Jon Dobosz, Parks & Recreation Director
 - Summer Program Update
7. 6:50 Personnel Board
 - Appoint Max Pellerin, Airport Commission, 3 years, expires 6/30/2023
8. 6:55 Brian McHugh, FCRHRA
 - Authorization to Disburse No. 7, Payment Requisition #7, Rutter's Park – Phase One, Aqua-Turf Irrigation, LLC, \$4,662.66
9. 7:00 Introduction to new Executive Director of the Brick House, Kwamane Harris
10. 7:05 Request to transfer \$2,200 from 225-5-184-5200-000 Community Development Discretionary Unallocated to 225-5-184-5240-000 CD Shea Theater

**SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA
MONDAY, JULY 13, 2020**

- 11 7:10 Petition to rename Turners Falls Received
12. 7:20 Discuss Appointments to Police Advisory Review Groups and any business Related thereto
13. 7:35 Town Administrator's Report
- COA Chimney Project Update
 - Execute COA Chimney Reconstruction Project with Scott Allen Masonry, Inc. \$9,300
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

Selectboard Meeting, **MONDAY, July 20, 2020, 6:30 PM** via Zoom

WendyB-Montague Board of Selectmen

From: Jonathan Dobosz
Sent: Thursday, July 02, 2020 9:21 AM
To: WendyB-Montague Board of Selectmen
Subject: Summer Programs Update

Hello,
Could you give me five minutes on July 13th's agenda for Summer Programs Update?

Jon Dobosz, CPRP, CPO
Director of Parks & Recreation
Montague Parks & Recreation Dept.
56 First St.
Turners Falls, MA 01376
(413) 863-3216



WendyB-Montague Board of Selectmen

From: Airport - Bryan Camden
Sent: Wednesday, July 08, 2020 5:45 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: Airport Commission

Good Afternoon Wendy,

Could you please place an item on the agenda for the 13th. It is the appointment of Max Pellerin to the Airport Commission, 3 years. He is a Montague resident, currently living at 482 Turners Falls Road. He will fill the seat that opened up after one of the members decided not to seek reappointment. Let me know if you need more information.

Thanks,
Bryan
Turners Falls Municipal Airport
Airport Manager

Hey Wendy,

RE: Max Pellerin

Here are the highlights-

He is a 2014 graduate of the Franklin County Technical School, Machine Technology Shop
Attended Embry Riddle Aeronautical University to pursue a degree in Mechanical Engineering
Recently Graduated from Worcester Polytechnic Institute with a degree in Mechanical
Engineering

I will be on for the meeting so I can probably answer any questions if needed

Thanks,

Bryan

Turners Falls Municipal Airport
Airport Manager

Name: Pellerin, Max

MONTAGUE APPOINTED OFFICIAL

NAME: Max Pellerin

DATE: 7/9/2020

COMMITTEE: Airport Commission

TERM: 3 years

TERM EXPIRATION: 6/30/2023

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 07/13/20

Pellerin, Max personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Airport Commission according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.



**AUTHORIZATION TO DISBURSE No. 7
Payment Requisition # 7
FY 2018 TOWN OF MONTAGUE (6C)
RUTTER'S PARK IMPROVEMENTS – PHASE ONE PROJECT**

General Contractor: **Aqua-Turf Irrigation, L.L.C.**
73 Rolling Ridge Rd
Orange, CT 06477

Date: July 8, 2020

Original Contract Amount:	\$ 203,781.00
Add #1:	\$ 10,262.00
Add #2:	\$ 4,590.00
Add #3:	\$ 4,500.00
Total Contract:	\$ 223,133.00
Total Paid to Date:	\$ 218,470.34
This Invoice:	\$ 4,662.66
Contract Balance :	\$ -

Work Items Complete:

See attached: Payment Request #7 - Approved by architect and contractor Dated: June 30, 2020	CDBG Funds: \$4,662.66
--	-------------------------------

I reviewed this invoice on July 8, 2020 and found that the billing is accurate.
I recommend approval of this pay request for \$4,662.66

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

Authorized signature
Director of Community Development

I hereby authorize the above payment .

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Town Of Montague
 1 Avenue A
 Turners Falls, Ma 01376
 Aqua-Turf Irrigation
 73 Rolling Ridge Road
 Orange, CT 06477

PROJECT: Rutters Park Improvements- phase one
 Montague, Ma
 Montague, Ma 01376
 Dept of eng.

FROM (CONTRACTOR): VIA (Architect):

CONTRACT FOR:

AIA DOCUMENT G702
 (Instructions on reverse side) Page One of Two
 APPLICATION NO: 7 final
 PERIOD TO: 5/31/2020
 ARCHITECTS
 PROJECT NO:
 CONTRACT DATE: 4/20/2019

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change orders approved in previous months by Owner

Approved this Month	Number	Date Approved	ADDITIONS	DEDUCTIONS
	1	7/20/2019	\$10,262	
	2	9/19/2019	\$4,590	
	3	10/21/2019	\$4,500	
	Total		\$19,352.00	\$0.00
	TOTALS		\$19,352.00	\$0.00

Net change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Laurie J Glenn* Date: 6-1-20

State of: Connecticut
 County of: New Haven
 Subscribed and sworn to before me this June day of June, 2020
 Notary Public: *Laurie J Glenn*
 My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: GZA

Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$203,781.00
2. Net change by Change Orders.....	\$19,352.00
3. CONTRACT SUM TO DATE (Line 1+2).....	\$223,133.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$223,133.00

(Column G on G703)

5. RETAINAGE:

a. 2 % of Completed Work (Column D+E on G703)	\$4,662.66
b. % of Stored Material (Column F on G703)	\$

Total Retainage (Line 5a+5b or Total in Column I of G703).....

6. TOTAL EARNED LESS RETAINAGE.....	\$4,662.66
(Line 4 less Line 5 Total)	\$218,470.34

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate).....

8. CURRENT PAYMENT DUE.....	\$53,986.34
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$4,662.66
(Line 3 Less Line 6)	\$0.00

(doesn't include Retainage)

Continuation Sheet

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 7 final

APPLICATION DATE: 11/15/2019

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE %
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Bond/insurance	\$7,500	\$0	\$0	\$0		\$7,500	100%	\$150
2	mobilization	\$7,500	\$0	\$0	\$0		\$7,500	100%	\$32
3	cut bituminous pavement	\$1,581	\$0	\$0	\$0		\$1,581	100%	\$28
4	silt fence installation	\$1,000	\$0	\$0	\$0		\$0	0%	\$0
5	straw wattle installation	\$0	\$0	\$0	\$0		\$0	100%	\$302
6	earth excavation	\$15,091	\$0	\$0	\$0		\$15,091	100%	\$116
7	formation of subgrade	\$5,800	\$0	\$0	\$0		\$5,800	100%	\$119
8	granular fill	\$5,950	\$0	\$0	\$0		\$5,950	100%	\$39
9	pavement restoration	\$1,950	\$0	\$0	\$0		\$1,950	100%	\$40
10	drain line	\$2,000	\$0	\$0	\$0		\$0	0%	\$0
11	c/o #1 (3rd page)	\$19,352	\$0	\$0	\$0		\$0	0%	\$0
11	connect to storm line	\$1,500	\$0	\$0	\$0		\$1,500	100%	\$30
12	precast curb boarder-straight	\$4,880	\$0	\$0	\$0		\$4,880	0%	\$98
13	precast curb boarder-radius	\$1,029	\$0	\$0	\$0		\$1,029	0%	\$21
14	PVC Fence black	\$4,500	\$0	\$0	\$0		\$4,500	100%	\$90
15	bituminous concrete sidewalk	\$25,000	\$0	\$0	\$0		\$25,000	50%	\$500
16	furnish and placing topsoil	\$3,500	\$0	\$0	\$0		\$3,500	100%	\$70
17	furnish and install plantings	\$10,000	\$0	\$0	\$0		\$10,000	100%	\$200
18	fertilizing,lime,seed,mulch	\$2,500	\$0	\$0	\$0		\$2,500	100%	\$50
19	traffic person	\$3,500	\$0	\$0	\$0		\$0	0%	\$0
20	maintenance&protection-traffic	\$0	\$0	\$0	\$0		\$0	0%	\$70
21	install water service	\$0	\$0	\$0	\$0		\$0	0%	\$0
22	install water fourtitan	\$0	\$0	\$0	\$0		\$0	0%	\$0
23	furnish electric service	\$15,000	\$0	\$0	\$0		\$15,000	100%	\$300
24	furnish&install playscape	\$40,000	\$0	\$0	\$0		\$40,000	50%	\$800
25	furnish&install pavition	\$35,000	\$0	\$0	\$0		\$35,000	29%	\$700
26	furnish&install wood fiber	\$2,800	\$0	\$0	\$0		\$2,800	100%	\$56
27	install rubber mats	\$2,700	\$0	\$0	\$0		\$2,700	100%	\$54
28	furnish E install rail fence	\$3,500	\$0	\$0	\$0		\$0	0%	\$0
TOTAL ALL PAGES		\$223,133.00	\$0.00	\$4,662.66	\$0.00	\$233,133.00	\$0.00	0%	\$4,662.66

Steve,

I need you to transfer \$2,200 to the Shea Account to pay for the five year Obstruction Investigation on the sprinkler system.

I spoke to John Zellman to see if this is required and he said that it is.

The account has \$1,799 in it now and I will need that for the other invoices we are responsible for.

Matt Cadran
Office Manager
Montague DPW

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Monday, June 29, 2020 2:39 PM
To: WendyB-Montague Board of Selectmen
Cc: Rich Kuklewicz
Subject: FW: Petition to Rename TF Great Falls

Hi Wendy

Rich would like to place the following on our agenda. It can be placed as its own item.

“Petition to Rename Turners Falls Received”

From: k.r. huppert [mailto:krhuppert@gmail.com]
Sent: Wednesday, June 24, 2020 3:33 PM
To: StevenE - Montague Town Administrator; montaguelcc@gmail.com; golfserv@comcast.net; WendyB-Montague Board of Selectmen; DebB-Montague Town Clerk
Subject: Petition to Rename TF Great Falls

To Whom It May Concern,

I am a resident of what is currently named Turners Falls and a long time Franklin county resident and employee. For many years, and I'm sure decades long before I was aware of the history, residents have been greatly disturbed by our village's honoring of a mass murderer of Indigenous Peoples. In a moment where racial justice and equity is in the forefront of our minds, we feel this is an opportune moment to finally provide justice for the Nipmuc people. We deliver you this petition with over 1,065 names -- largely Turners and Montague residents - - collected in under ONE WEEK to formally begin the process of renaming our town to Great Falls. We understand that this will cost money and require precious time spent on the issue, but we feel deeply that this is both long overdue, and the right thing to do.

<https://www.change.org/p/town-of-montague-rename-turner-s-falls-to-great-falls-stop-honoring-the-slaughter-of-nipmucs>

As I was researching the history of Turner and our village, I came across a large document Montague had collaborated on with Nipmuc council elders. In the introduction, they state: **"From our perspective, what happened at what is now called Turner's Falls was not a battle but a slaughter of un-armed innocents. From our perspective it marks the beginning of a decline in our relationship with the world we live in – a relationship that had existed for thousands and thousands of years".**

To continue to uphold Turner's name, to in fact continuously assert that these Falls are *his*, is to further decline our relationship with the world we live in. It is beyond past due to honor the legacy of Nipmuc and other

Indigenous peoples of this region by removing Turner from our village's name and ending the whitewashing of our violent history.

Many signers chose to leave a message as to why they felt this petition is important, I've included a few below that I feel really speak to how important this issue is to our local and community residents:

"I feel ashamed of my town's inability to recognize its history."

"I don't think changing names erases history--I think it creates a new relationship with our history, one in which we can see how the past continues to affect the present."

"I don't support the legacy of white supremacy in my community."

"If renaming the town will create healing as the petition states, it is the best thing we can do!"

"This has been a long time coming. The man who ordered the massacre of 100's of indigenous women and children got to have a town named after him. How much sense does that make? We need to get our priorities in order, to honor those who deserve it. We need to change the name of Turners Falls. It is one small gesture of apology for the pain and death inflicted on indigenous people by those who came here from far away and decided that they owned the place. This would be a beginning in the very long apology that is due to them."

"As a student studying Cultural Heritage Preservation, for me it is critical to respect and observe those tribes living off the land before European and Spaniard colonist enslaving native tribal people and their land."

""[Captain William Turner's] attack on a sleeping village of Native Americans on the Gill side of the Great Falls lasted several hours and resulted in the tragic death of many innocent people including many women and children." - literally quoting the Town of Montague's website. Disgusting that we would honor and memorialize a man who slaughtered men, women, and children in their sleep."

"It's time to stop honoring genocide. As a resident of Greenfield and former resident of Montague, I'm ready to proudly call Great Falls our neighbor town."

"It's important to honor the indigenous people of this land and stop honoring murderers and colonists. We have to face the truth of our history to create a beautiful new vision for the future."

"Great Falls honors the natives that lived here before the land stolen from them! I live in Turner's- I'd much rather live in Great Falls"

"I'm signing because Great Falls is a great name and we can do better as a society."

"I'm a 5th generation resident of Montague and ever since I learned who "Turner" was I have found it wildly unacceptable that we honor his memory in this way."

"I want to see us take pride in our history by taking this step forward."

"My grandmother was from Turners Falls and was decidedly anti-racist and would have agreed with this. In my Nana's spirit I am signing this."

"I recently bought a home in Great Falls and I would love for it to have a name that does not represent a white supremacist."

Please consider this request and know if it is not honored, we will continue to fight for justice for the Nipmuc people and for a name we can be proud of!

In solidarity,

Knox Huppert (montague resident) and over a thousand other concerned citizens

Remembering & Reconnecting:

Nipmucs and the Massacre at Great Falls

A Narrative compiled and presented By the Chaubunagungamaug
Nipmuck Historic Preservation Office and Associates for the Battle of Great
Falls/ Wissatinnewag-Peskeompskut Pre-Inventory Research and
Documentation Project
October 2015

Contents

Foreword

- 1. Introduction**
- 2. Political Perspectives from Our Point of View**
- 3. Effects of the English Invasion**
- 4. Why This Place?**
- 5. Metacomet's Rebellion**
- 6. Aftermath**
- 7. Oral Interviews and Reactions**
- 8. Continuance**

Foreword

The Why of this Report

This report is part of the American Battlefield Protection Program (ABPP) sponsored by the National Park Service. The Town of Montague engaged the support and services of several area tribes whose ancestors had participated in the King Philips War. We suspect that the Town did not realize that Nipmuc people had come to the Falls long, long before that war occurred. It had been part of our ongoing relationship with our homelands. Yearly we would travel to the Falls, as did other area Natives, to plant, fish, hunt, harvest, forage for medicines, and socialize with others. And yet, the history books fail to acknowledge our connection to this land. When asked to prepare a report from the Nipmuc Tribe, we were happy to have a vehicle with which to tell our story from our perspective. And, hopefully, in a manner that will honor our ancestors, speak of their ingenuity, and celebrate their lives.

The Structure of this Report

We arranged the report beginning with life before the arrival of the English to what life is like for us today. Included are thoughts and feelings shared with us by our Elders – some who knew the story and some who did not. We searched our extensive tribal archive to see if any of our forebears knew of the Falls and what happened there or had visited at some point. Many folks out there know the story of the war, so this report doesn't cover much as far as any battles fought. From our perspective, what happened at what is now called Turner's Falls was not a battle but a slaughter of un-armed innocents. From our perspective it marks the beginning of a decline in our relationship with the world we live in – a relationship that had existed for thousands and thousands of years.

Contributors

We'd like to thank the Nipmuc Nation Elders Council for their thoughtful conversations on the war, King Philip, the Falls, and our current struggles. Two of the Elders made a visit to Peskeompskut and Wissatinnewag and left brokenhearted. And yet, the visit sparked a determination that the tribe's young needed to know what happened not only at Turner's Falls but about events throughout our history.

David Tall Pine White is the Tribal Historic Preservation Officer (THPO) for the Chaubunagungamaug Band of Nipmuck Indians and often acts as the THPO for the Hassanamisco Band (Nipmuc Nation). David is the tribe's language instructor and works diligently to recreate and revitalize our original language. Cheryll Toney Holley is the Sonksq (female leader) of the Hassanamisco Band of Nipmuc Indians and the Nipmuc Nation.

Introduction

This Place has Meaning

It has been written about again and again how connected Indigenous People are to the land. Many times these narratives are from a glorified “noble savage” European point of view. More often these days we can get a better sense of the more complete and encompassing lifeways view from the People themselves. Life in the days of our ancestors was relationship-based not consumer-driven as it is today. Peskeompskut was for thousands of years a place to gather, plant, fish, and prepare for the next cycle of life. Multiple Peoples gathered there in times of peace, and later, in a time of war. Peskeompskut and Wissatinnewag gave our people food, shelter, and interaction with the land and other people.

The geographical area we are referring to in this Project did not "belong" to any "Tribe". And, the current contemporary understanding of what a "Tribe" even is, is often misunderstood. Tribal names really describe the Peoples relationship with the land they cultivated and had a responsibility for. Our ancestors referred to themselves as the People and organized as families and bands. We contend that this area was a significant destination among a network of cultural resources. Also there is a higher cultural/spiritual significance for this area that was important for the nature of its purpose. This was also a central location among a much larger network of Indigenous communities and governing structures....speaking various dialects of a widely understood language family.

Walking the altered landscapes of today conveys the stark truth of how far we have strayed from our ancestors' ways and how much we still forget. Try as we might to recover and practice our ancestors lifeways, it is increasing difficult for our People to throw off centuries of foreign ways of living and thinking. In fact, the foreign European (now American) way of life is so deeply instilled in our beings that the hope of reestablishing our true relationship with the rest of the universe seems far-fetched indeed. Even our creation stories show the stark difference between our ancestors' way of life and today. In the Indigenous creations stories, the woman is welcomed by the rest of creation –protected and nourished by other life. In other creation scenes, the woman is punished for partaking of the life around her and the knowledge contained in that life and instead sets out to subdue that life.

Importance of the CT River

The Connecticut River is a wonder. Four hundred and ten miles of abundant life flowing southerly from the U.S./Canadian border to the Long Island Sound. Nipmuc People, so named for our penchant for living alongside inland lakes and rivers, were intimately involved in the river, its many tributaries (more than 100!), and the fertile lands surrounding it. The river was and still is home to great numbers of fish and other wildlife including migratory fish. There are a

number of falls during the river's southern travels, including the falls at Peskeompskut. Each spring, Nipmucs and others gathered at the falls to catch fish during the spawning runs. Thousands of fish made their way up the river to lay their eggs. Our ancestors welcomed them, caught them, and thanked them for their generosity. All life has its role in this universe. At least twice yearly, for untold thousands of years, the People came to Peskeompskut to not only fish but to plant and then harvest food for the rest of the year. It was an integral part of life, part of the circle that had both physical and spiritual meaning.

Language and Meaning of Place

Peskeompskut

PESK- Fire and/or Thunder as in bursting out

OMPSK- relating to Rock or Stone

UT or sometimes **ET-** denotes a specific place

TRANSLATION: The place where the fire bursts from the rock

The location known as Peskeompskut is the site of an ancient fault line. Ridges of trap rock, or ancient volcanic rock, can be found for miles around the site. How did our ancestors know that lava once flowed through the area? That fire burst through the rocks? This demonstrates that oral tradition and knowledge along with meaningful language can carry stories and wisdom far into the future.

Wissatinnewag

This word has been difficult in translation probably due to the inconsistencies and grammatical errors over time and/or from the beginning

Possible roots:

WUS- Edge, Border

WUSSE- to flee

(WUSS)EKIT- pleasing

There do not seem to be any roots using **WISSI** in our records and it is always difficult to determine these words without any linguistic indications and also the fact that most of the words we see today that are claimed to be "indian" were recorded by people with little understanding of the culture of the land they were inhabiting or linguistics.

ITTINNE- possibly referring to people collectively

AUG- a fishing place

It is doubtful that such a significant area was named only for the dew on a hill by the falls. At the same time it may have been referred to in that way depending on who was speaking. There may have been several phrases used to describe this place. By looking at what we can see, a rough translation can begin to surface. However unfortunately due to the events of the King Phillip War and the subsequent policies of colonial governments we may never fully understand the true meanings of our language or the true significance of the Land itself which in turn is what the purpose of the language is in the first place. By going back to the Land we are rediscovering what these words are really trying to tell us, and we are finding it is always difficult to adequately describe these experiences with “words”.

Political Perspectives

There are many ways in which the English colonists took advantage of Native People already occupying these lands. The taking of land was the most prominent means of subduing Native populations. The English believed in ownership of land while Native Peoples belief relied on relationship with and responsibility for the land. When English landed on our shores, they reveled in the thought of gaining what they couldn't have in England – Land. It was an instant clash of cultures. The English thought that owning land was perfectly normal. The People indigenous to the land did not. Realizing this, the colonists used this misunderstanding to manipulate the Native Peoples into giving away something that in our ancestors' perceptions was impossible to give.

To gain allies, the colonists manipulated tribes to turn against each other by preying on old animosities, breaking apart alliances, and convincing Native Peoples that they needed the English to protect them. During Metacomet's Rebellion, the English leadership managed to persuade the Praying Indians to spy and scout for the English, all the while convincing the colonists that all Indians -*especially* the Praying Indians that lived close by - were a threat to them. Eventually, the Praying Indians were imprisoned on Deer Island in Boston Harbor. Without food, fresh water or shelter, the majority of the friendly Indians imprisoned died on the island.

The Massachusetts Bay Colony was in fact a corporation with a charter to do business and to make money for the king of England (and themselves). The relationship between the king and the colonists quickly deteriorated. The colonists didn't like being subject to a king so far away and creating riches for someone else. The crown did afford some protection to the land because the king declared that it belonged to either him or the Native population. These protections interfered with what the colonists wanted most. Land greed led to the colonists denouncing the crown while still operating under the charter. This led to the loss of protection for the Native Peoples and even more seizures of land.

Indians Commissioners were appointed to assist and protect Native People but created only conflicts of interest. These same “protectors” owned the land “purchased” from the Natives and often governed the English towns built on those illegally purchased lands. Church and State were fully intertwined with laws based on religious edicts. Native Peoples could not hope for fair representation in any court system unless they converted to Christianity and had English friends to vouch for their godliness.

Effects of the English Invasion

The English did not see our ancestors for what they were. They did not see the unique technologies used in everyday life to transform, create, and interact with the world around us. They did not understand the relationship we had with the land, water, plants and other living beings. Our ancestors’ world was one built on relationships of trust and responsibility. Trusts that had existed for thousands of years and that had sustained the people through the hardships that life sometimes brings. Even the hardships of unknown and deadly disease brought to our shores by European fishermen.

The English were consumers. They consumed. They believed that land and everything on it existed for their consumption. They thought the Native population was backward and ungodly and in need of subjection.

We were robbed. The gifts of land we gave to the English were not meant to permanently repel us from our way of life. Gifts are things that eventually came back to you – land was not meant to be fenced off. How to you collect food and medicines from a place you can no longer access?

Although it seems clear that John Eliot meant well by his formation of several Praying Plantations, especially in Nipmuc country, those towns reduced our ancestors’ ability to continue their traditional ways. Forced to wear English clothes, use fencing, raise animals instead of allowing them to be free was an unknown and decidedly confusing experience for our People. Many went to live in these towns because they felt the need to be protected. Or perhaps they simply felt overrun by the English with no choice but to comply.

Children were taken from their families to be raised “properly” in English homes, most returning as adults or not returning at all. This taking of Native children was precursor to the Residential Schools out west that many Native cultures suffered from in the late 1800s and into the 1900s.

Our traditions, culture, beliefs, and value systems were ridiculed as primitive and savage. The English even remarked that Nipmucs treated their children too kindly and displayed too much love towards their families.

Why This Place?

The Connecticut (Great River) River Valley was a fertile place. While the Falls were a bit to the north, the climate was still temperate and crops were easily planted and grown. Medicinal plants and wild foods grew along the banks and in the wooded areas as well. Several varieties of animals populated the woods along the shores. Our ancestors cleared fields for planting, leveled spots for wetus and larger structures, and buried their dead. It was home to many, from many groups of Native Peoples - a shared place.



Peskeompskut as seen from across the Connecticut River, May 2015.

One can surmise that the spawning runs in the spring brought large numbers of different Peoples to the Falls each year. Using traps, weirs, baskets, and nets, enough fish to eat and dry and store for the winter could be caught. Thousands of fish migrated each year up the Connecticut and similar fishing villages could also be found at other places along the Connecticut.

We don't know which individual Nipmuc families or bands traveled to this particular spot. We do know that several Nipmuc groups lived nearby. The Falls was a safe place. A time for our ancestors to practice their relationship with the land and all of its gifts. The crops planted would be monitored and watered during the year and harvested come fall.

In May of 1676, things were a bit different than usual. The war with the English had gone on for nearly a year. Lives had been lost or imprisoned and the People were tired. This year the Falls were more than an annual gathering. It was respite from a war that was inevitable, bloody and

costly. The men remained armed in a separate camp down river perhaps to protect the women, children and elders up in the main camp. (Because who would kill unarmed children?) The people in Peskeompskut continued their annual chores of planting, foraging, and fishing. It's thought that with stores of food and supplies destroyed elsewhere in Nipmuc Country that the camp worked that much harder to make up for those losses.

Metacomet's Rebellion

Most of the people reading these reports already know much about the Metacomet's Rebellion – more commonly known as King Philips War. Metacomet was the son of Massasoit who history says was a friend to the English. Even school children know the story of how the Pilgrims/Puritans were starving and were saved that first year by the generosity of the Wampanoags.

Metacomet saw how the English were not only accumulating land but fencing it off, forbidding Native people to use the land in ways that they had forever. Stopping this encroachment of not only land but of a way of life became his plan. Fellow Wampanoag, John Sassamon, relayed Metecomet's plans to the English – clearly an act of treason against his leader and people. In most “civilized” countries in that time period, treason is rewarded with execution by the state. And so it happened that Sassamon's body was found. Instead of confirming Metacomet's right to execute laws in his own land, the English tried to arrest him.

Metacomet fled to westward and, eventually, into Nipmuc country. Both Nipmucs and Narragansetts rallied to his cause, truly the cause of all Native Peoples. Our Nipmuc ancestors decided that enough was enough and chose to join the fight against the English invaders. King Philips War had begun.

The “Battle” of Turner's Falls

Death came in the early morning hours on May 19, 1676. Hundreds of Native families were gathered under the Falls for the annual fish run. In May and June of each year, salmon, shad, eel, lamprey and herring made their journey upstream to spawn. The Connecticut River was thick with fish, making it an ideal time to gather food for the entire year. Annual corn fields were also growing nearby- come autumn, it would be picked and stored for the winter. And on this occasion, hungry Native refugees from war-torn Southern New England had also made their way to the Falls.

Both Native leaders and the English authorities were at rest from the conflicts of the King Philip's War. Talks of peace had been ongoing for several months. The weary Nipmuc, Narragansett, Wampanoag, and Pocumtuc warriors that had accompanied the families to the Falls gathered in nearby, separate camps.

Meanwhile, soldiers, residents and even the clergy occupying nearby Hadley, Massachusetts grew increasingly frustrated with the recent peace talks. Many were displaced from battles with Philip's men in Greenfield and Deerfield and wished to retaliate. After Native warriors raided nearby Hatfield and carried off cattle, Captain William Turner, commander of the Hadley garrison, decided to take action despite the instructions from his superiors.

Turner led more than 150 men on the 25 mile ride from Hadley to (what is now the town of) Gill. They gathered on the hill above the camp containing the families there to gather fish. The soldiers rushed down the hill and slaughtered the elders, women and children still sleeping in the early morning light. The noise of the assault woke the Native warriors camped nearby. The warriors gave chase to the English soldiers fleeing downriver but killed relatively few. Captain Turner was among those that perished and as a reward for his role in the deaths of those families, the area is now known as Turners Falls.

This one act was a turning point in King Philips War. By August of 1676, Metacomet was dead. Fighting continued in Northern New England until 1678 but Metacomet's death effectively ended the war in southern New England. Native survivors who participated in the fighting were either executed or sold into slavery. Native families dispersed, some going north to shelter with tribes up there. Others returned to their homelands where their descendants still remain.

Aftermath of War- A New Attack

Nipmuc "male hostiles" were taken and hung, drawn, and quartered in Boston. Nipmuc women and children sold into slavery and many met their death on the desolate Indian Internment Camp on Deer Island. The colonial government restricted Nipmucs to only a few areas where praying plantations had existed. "Guardians" were appointed first by the colonial leadership then, as it came into being, by the Commonwealth of Massachusetts. Nipmucs were not allowed to sell land or do much of anything without their "guardian's" approval, meanwhile massive tracts of land in Nipmuc Country were being usurped, allotted and granted in the forming of new towns by the Massachusetts General Court, all this while violating the Federal Non-Intercourse Act of 1790. Nipmucs petitioned the Court on several documented occasions questioning these actions however were never allowed to be heard or even taken seriously for that matter, even to the present day.

These "Guardians" sold land without legislative approval, often to pay their own debts. Monies that were not used for that purpose were deposited into trusts because Nipmucs were not allowed to handle their own funds. Sick and elderly Nipmucs were forced by the guardians to leave their homes and families to be cared for by English families. The payment for such services was the loss of Nipmuc land. Children continued to be taken from their homes and placed in the care of

English families. Laws seemed to be made to benefit the State, and for some reason never applied to us when they were made for the benefit of "Indians"

Through these actions and injustices, we have lost our relationships with the things that mattered most. The land, the water, the life. Though some Nipmucs clung to old ways, all were forced to assimilate in some manner. Gone were the forests in which to hunt and forage. Fenced in were the fields to gather medicine. Our men were dead. Our children raised by others. And, slowly, most of us forgot.

The dissolving of the Nipmuc Community continued through the American Revolutionary War as well, and many Native people even ended up fighting against one another for the foreign quest for power in the New World. Many Native men who served in this war were termed as "colored" and many documents show the high number of Nipmucs enlisted in the American Civil War as well.

The Nipmuc land base rapidly disappeared by the middle of the 19th Century. Through state legislation and policy, the few remaining Nipmuc communities and families continued to be decimated. Virtually landless and without any way to sustain themselves given the removal from their lands and traditional way of life, Nipmucs were now considered paupers, vagrants, and annoyances.

From the late 17th through the 19th Century, legislation was passed to deal with these "indigents"

In 1694 an act was passed, entitled "An Act for the Relief of Idiots and Distracted Persons," in which the care of the insane is given to the selectmen and overseers of the poor.

In The first Tax assessed in Worcester for the benefit of the poor was in 1763, Workhouses were authorized and in 1772 the building was erected on Front Street.

In 1798 the law permitted the commitment of such lunatics as were "furiously mad so as to render it dangerous to the safety or the peace of the good people to be at large" to the House of Correction.

Until 1817 the poor were supported by contracts with the highest bidder at public auction.

In 1817 the Jennison Farm located on the old road to Boston, boarding on the upper end of Lake Quinsigamond was purchased. This purchase included all the comforts of within the mansion for a price of \$5,500.00.

This was to be a permanent home for the aged and infirm of the indigent citizens.

In 1827 the law was changed in regard to the safekeeping of "lunatic persons furiously mad" so that they were committed to the hospital or lunatic asylum instead of to the jail.

Which brings us to the Enfranchisement Act of 1869 – Nipmucs now became citizens of the Commonwealth, (whether we liked it or not), and stripped of any common lands. Judges were given the authority to decide the fate of Nipmuc Lands, and in most cases auctioned off at ridiculous prices to a fortunate buyer. We were allowed to vote in this newfound “citizenship” but lost the right to claim monies from our own trust funds. Funds that still sit uncollected.

Oral Interviews and Reactions to the Current Space

We forgot.

We didn't intend to but we did. The only references found in our archive were from the 1980s. There were also modern clippings detailing the Narragansett presence at Turner's Falls. Nothing from past leadership or tribal members. No guardianship records that speak of Nipmucs traveling to the Falls. Nothing.

During the interviews with the Elders Council, some remembered learning about the Turner's Falls massacre, not as a child but much later in life. The Massachusetts public school system did not teach about Native events or affairs when the Elders were young. Even now, the tangential approach to teaching Native history mandated by state law focuses more on the Wampanoag, who as a whole did not experience much of the conflicts in Nipmuc country during most of the King Phillip War and the French and Indian Wars, and often does not accurately portray the history and continued presence of the Nipmuc People

So we spoke a bit on what happened during the war. What led to Metacomet deciding that enough was enough? How the Native groups seemed to be winning until that “battle” at the Falls. We spoke of the aftermath. Of what happened to our people whose only crime was to stand up for themselves and defend their homes and families. We spoke of the impact that the English had on our ancestors' way of life. How that impact was more than physical – it went to the heart of who the ancestors were as living beings interacting instinctively with the world around them.

When the Elders spoke, it was with sadness, a little anger, and frustration. “Nothing has changed”, one commented. “We are still living our lives the way others want us to.”

Some of their other comments are below on the aftereffects of the war:

Unable to be ourselves

Never knew who we were

Better to be black
I lived on a homestead and didn't even realize it
Just wanted to get away
Not knowing the family connections as kids
How do we get this information out to the young people?
Anger, alcohol and drug abuse
Segregation
They took it and buried it
Suppression of history

Visiting the area gave the Elders more perspective and a greater determination to live beyond the comments above. Members of the Peskeompskut/Wissatinnewag Project escorted us to sites, taught us a great deal of local history, and were very kind and gracious to us. The Elders are determined to host a series of workshops and learning opportunities to teach our history in ways that will engage the tribe on multiple levels of interest and knowledge.

Peskeompskut is now contains several streets and even more houses. As the Elders walked those streets, one of our escorts spoke about the Peskeompskut massacre. We listened to his descriptions of armed men sneaking up to wetus, of women fleeing to the river and being carried over the Falls to their deaths, and of children being spared no mercy. We whispered among ourselves that we would come back to this place and have ceremony to honor the lives lost that morning.



Image of Wissatinnewag during our visit in October 2015.

We ended the visit at Wissatinnewag once stood. As we understand, Wissatinnewag was once a semi-permanent fishing village, most likely occupied by our close cousins, the Pocumtuc. The place was a desert. Scrubby shrubs sparsely dotted the landscape. One Elder remarked that it looked like a bomb went off. Our escorts explained that the place had been mined during the 1960s. It was terrible. We attempted to pray over the site but none of us had words. Eventually the words came and we walked away from the site with heavy hearts. We could sense that this place had once been a thriving village with children running about, laughter everywhere, and people living their lives in harmony with their surroundings and, perhaps, each other. But now it was dirt and sand and a few non-medicinal plants. We were told that the land is now owned by a group determined to preserve it. We have the hope that one day the land will live again.



Image of Wissatinnewag during our visit in October 2015.

Continuance

Today, we still feel the impact of the Turners Falls Massacre, the King Philip War, the French and Indian wars, the American Revolutionary War, American Civil War and the subsequent trauma from the disintegration of the traditional communal way of life. The loss of connection to our Land, and our very way of life has caused much difficulty even today in modern society.

Due to continued action from Massachusetts child welfare agencies and their policies, our children are still being taken away to be raised in non-Nipmuc homes. Policies that the state enacted to protect against this are ignored by overworked and automated departments. Laws intended to protect Indian children are scrutinized and twisted by courts to exclude us from basic human rights. Generational trauma is apparent in family and community related alcohol and drug related events. Generational trauma is especially evident in our relationships with the land and each other. There cannot truly be Reconciliation until responsibility is taken by those who continue to benefit from the injustices of the past and the present. Until we can sit as equals and not “subjects” there can never be true reconciliation.

In the late 1970’s Nipmuc Leaders came together and petitioned the US Department of the Interior for federal recognition under the understanding it was the only way we could regain our rights to the Land. The 30 year project that cost millions ended in confusion, despair, and even more family trauma and conflict. The tribe became divided through manipulation by government agents, gaming interests, and political entities. Nipmucs were all of a sudden whisked away with thoughts of casinos and an easy life. Imagine generations of having nothing and now having everything just for being Indian! Imagine a child abused all their life and then suddenly treated like a King. There can be no mistake that this sudden change would cause considerable confusion and disarray.

We of course have our own burden to bear looking back at the events of that time and have learned a great deal and many of us actually feel relieved that federal recognition never happened. We have come back to who we truly are, and know that the rights given to us from the Creator and our Ancestors can never be given by a government or corporation. The illusion of ownership continues to prevent understanding of all of our relationships with the land and each other. We have the opportunity now to come together and heal our community and this very project has given us much help on this road. We are very grateful to be heard and truly listened to, and to have the opportunity to return to this place to learn, and to remember.

We’ve forgotten and yet we still carry it all with us. The Elders believe that it’s time for us as Nipmuc People to remember. Time to remember who we are and the relationships that still await our return. We accept that the people who now “own” the land we occupied for thousands of years have forgotten us. We will remember and continue to thrive here in our homeland and never again forget.

To the Montague Selectboard
From: Jeff Singleton Montague Town Meeting (Precinct 4)
Date: 7-9-20

I am writing to you not in my official capacity as reporter but as a town meeting member who participated in the debate over the police budget this spring, who has served on numerous local committees, and who has been academic and political activist most of my life concerned with the problem of racism in America. I have taught the history of racism at the college level, written graduate research papers on it, and protested against it.

None of this makes me right about American racism and its history, a much debated topic, but it does mean I am not a “privileged” white person who is walking around in a bubble about the problem.

I strongly support the current focus of the process in Montague to review local police practices, particularly with regard to the use of deadly force but also practices that may contain more subtle elements of racial bias. We heard complaints about these at the Black Lives Matter rally in June. I would also support a broader conversation about racism and the ideology promoted by the Black Lives Matter movement, although the town and its committees may not be the best venue for that discussion.

At the same time, I also seriously question many of the tactics and ideas of the current anti-racism movement – the tendency to aggregate horror stories from around the country on social media, to pile on top of these horrific incidents simplistic data on racial disparities, and then pile on top of all this the history of racism in America, including slavery and segregation. I also question the tendency to view those who may be skeptical of this ideology as “privileged” white people who are not “listening” or, worse, unconscious apologists for so-called “white supremacy.”

I therefore am concerned that the person hired to train and consult the process we are embarking on, Paula Green, represents an organization, the Karuna Center for Peacebuilding, that appears to accept and promote the ideology of the BLM movement on its website. The website openly endorses the movement and suggests that agreement with its ideas – including theories of “unconscious” racism and “invisible structures that cause harm” – is central to bringing racial peace to this country. The website, in my view, like the current anti-racism movement, also appears to exaggerate the role of “the ideology of white supremacy” in America today.

No doubt many who will be participating in the process to evaluate policing practices in Montague will disagree with what I have said. That is fine and hopefully we can agree to disagree respectfully, focusing on evaluating specific policies about which we may well agree. But the ideology on the Karuna center website should not be imposed on participants in the process through “training” sessions. It should be part of a broader debate that recognizes difference of opinion.

Perhaps my concerns are unwarranted but the Selectboard has not discussed the Karuna Center and its methods so who knows? The center seems to have done much valuable work in mediating conflict in places as diverse as Bosnia, Madagascar and Leverett. I welcome their participation in our efforts to understand and reform police practices in Montague. But the process should be very open to different viewpoints and not attempt to impose a particular ideology on the participants.

**COA Chimney Reconstruction Project
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C 149**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Scott Allen Masonry, Inc, with an address of 700 Old Wendell Road, Northfield MA 01360, hereinafter referred to as "Contractor", effective as of the 13th day of July, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the Council on Aging Chimney Reconstruction Project, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 14, 2020 through August 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$9,300. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

Request for Quote: Masonry Work

The Town of Montague, the Awarding Authority, invites a proposal for masonry work at the historical Council on Aging building at 65 Fifth Street in Turner Falls, Massachusetts. Proposals should be sent to Christopher Sawyer-Laucanno <csf@mit.edu> and Steven Ellis <townadmin@montague-ma.gov>

The Project consists of the following:

CHIMNEY REBUILDING

Contractor will:

1. Erect staging on rear of building
2. Place plywood in attic interior to prevent debris falling into attic
3. Remove existing chimney down to the roof line and dispose of debris
4. Rebuild chimney using SWB Heritage brick
5. To comply with code, the new chimney needs to extend at least two feet above roof peak
6. Install new chimney
7. Flash around new chimney
8. Install either stainless steel or galvanized chimney cap
9. Clean-up site

FOUNDATION REPOINTING (Rear of building)

Contractor will:

1. Remove all loose mortar to a minimum depth of 2 to 2-1/2 times the width of the joint to ensure an adequate bond and to prevent mortar "popouts."
2. Repoint masonry matching color and texture of original mortar
3. Clean-up site

ALL WORK TO BE PERFORMED AT PREVAILING WAGE
(The Town will supply contractor with current schedule)

QUOTE NOT TO EXCEED \$10,000

PLEASE PROVIDE SEPARATE QUOTES FOR CHIMNEY REBUILDING AND FOUNDATION WORK

Any permit fees will be waived by Town.