

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, May 22, 2023**

### **AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/81051588437>

**Meeting ID: 810 5158 8437 Dial into meeting: +1 646 558 8656**

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

#### **Meeting Being Taped**

#### **Votes May Be Taken**

- 1. 6:00 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:01 Approve Selectboard Minutes from May 15, 2023
3. 6:02 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:04 Reorganization of the Board
  - Election of Chair, Vice Chair and Clerk
5. 6:15 Kaitlin John, Representative for the Affordable Connectivity Program
  - Requesting use of public property, Peskeompskut Park to set up a table to display and hand out tablets for low income residents
6. 6:20 Maureen Pollock, Town Planner
  - MassDOT Safe Passing User Program –Authorization to sign the Memorandum of Agreement to obtain signs and materials from MassDOT.
  - Proposed Market Feasibility Study – Authorization to apply for FY2024 Community Planning Grant Program
7. 6:30 Brian McHugh-Public Hearing
  - Update on the FY20 and FY21 CDBG Programs
8. 6:50 David Brule, Chair of Battlefield Grant Advisory Board
  - Battle of Great Falls Study Updates
  - Deliver Board's recommendation to award Principal Investigator services contract for Phase III of the Battle of Great Falls Wissantinnewag-Peskeompskut Site Identification and Evaluation Project to Heritage to Consultants, LLC. (\$60,000)
  - Authorize Memorandum of Agreement for project participation from Chaubunagungamaug Nipmuck Tribal Historic Preservation Office, Elnu Abenaki Tribal Historic Preservation Office, Narragansett Indian Tribal Historic Preservation Office, Wampanoag Tribe of Gay Head Tribal Historic Preservation Office

**Montague Selectboard Meeting**

**May 22, 2023**

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9. 7:05 Walter Ramsey, Assistant Town Administrator  
One Stop Grant Authorizations:
- Site Readiness Program: Canal District Mill Demolition and Riverfront Design. Grant Request \$120,000
  - Rural and small-Town Development Fund: "Avenue A Combined Sewer Overflow and Buffer Line improvements". Grant Request \$500,000
10. 7:15 Walter Ramsey, Assistant Town Administrator and Tom Bergeron, DPW  
Superintendent
- Discussion: Retaining wall at Prospect and Third Streets
11. 7:25 Town Administrator Report
- Review Election Ballot Question Results. Discuss Transition from Elected to Appointed Town Clerk and Treasurer/Collector Positions
  - Share Town Comments to EPA/DEP Regarding Draft NPDES Permit for Clean Water Facility and Wastewater Collection System
  - Award Cemetery Ground Maintenance Bid and Execute Contract with Gleason Johndrow Landscaping of Chicopee in the amount of \$23,000.
  - Review and Discuss Trash and Recycling Bid Results
12. 7:40 Executive session in accordance with G. L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining as discussion in open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares
13. 7:55 Executive session in accordance with G. L. c.30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, Kearsarge

**OTHER:**

**Next Meeting:** Selectboard, Monday, June 5, 2023 at 6:30 PM 1 Avenue A, Turners Falls and via ZOOM



## Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108  
Turners Falls, MA 01376 FAX: (413) 863-3231

### Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Kaitlyn John

Name of business/group sponsoring proposed event if applicable: Affordable connectivity program

If applicable, number of years your organization has been running this event in Montague? N/A

Address 89 Third St Apt 2

Contact phone (413) 772-9150

Contact email Kaitjohn13@yahoo.com

FID \_\_\_\_\_

Dates of proposed event ★ We would like to set up weekly until we have served Turners Falls. Once or twice a week Location: Town common  
Hours 5 Set Up: Noon Clean Up: 5 week

Approximate number of people expected to attend 3-25

What provisions will be made regarding clean up of site? We will have a box for trash. We don't make any mess when we are tabling.

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding

☒ Other table set up

★ Could we set up on Tuesdays & Thursdays? OR even at the farmers market, that way the low income families who come will be able to sign up.

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

The Affordable connectivity program reps set up a table. We will set up a table to display and hand out tablets. There will be 3 of us max handling this service. Krystal and Kris may join me to help.

Fully & specifically describe the premises upon which the proposed event is to take place.

We would like to use the park near Food city to set up 1 table and display and handout tablets.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol

☒ other services low income connectivity services

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

This would help low income families receive a tablet so they may have 5 years of free LTE data connection.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

None needed. The flow of people is steady throughout the day. I imagine many will walk over.

What provisions will be made regarding first aid and emergency medical care?

N/A

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$2 Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Kathy [Signature]  
Date May 15, 2023

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

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

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

POLICE CHIEF - Approval / Comments

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Date: 5/17/23

BOARD OF HEALTH – Approval / Comments

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

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

The ACP: Affordable connectivity program will be giving out free tablets for those who qualify.

In 1934 the U.S. Congress followed up on President Franklin Roosevelt's request to set up the Federal Communications Commission, known as the FCC. As a Commission, the FCC is a U.S. government agency independent of the Executive Branch and is directly responsible to Congress.

The Affordable Connectivity Program (ACP) is a Federal Communications Commission (FCC) program designed to help families and households negatively impacted by the COVID-19 pandemic. This new benefit program will connect eligible households to more job opportunities and help families connect to healthcare services from the comfort of their home.

The FCC is giving low-income families Tablets and Phones for a one-time activation fee with NO OTHER COST as long as they can provide they have some type of government assistance like SNAP benefits, Medicaid, Section 8 Housing, Veterans Pension, WIC, Pell Grant for College Students, Unemployment Benefits, or household income less than \$30,000.

There will be a one-time activation fee of \$20. This tablet comes with 5 years of free LTE data/ internet connection. Whoever has SNAP/EBT, Medicaid, Social security (please bring your rewards letter)

This process will take about 5-10 minutes in most cases. We will ask you some qualifying questions about your personal information. This program is to help low income people and families stay connected to the internet. Please bring your social security card, license, and \$20.







**Welcome to the MaxsipTel family!**  
Just a couple of reminders:


- 1) You have access to 15GB of data monthly
- 2) Please remember to use your tablet **off WIFI once a month** to keep your free internet
- 3) Your free monthly internet is available as part of the **Federal Affordable Connectivity Program**. Free monthly Internet will be provided as long as the ACP is running

1(866) 629-7471    [Help@maxsiptel.com](mailto:Help@maxsiptel.com)    [Maxsipconnects.com](http://Maxsipconnects.com)


**DIALN™**

**maxsip**  
TELECOM

## X8 ULTRA

-  8" HD Display
-  2 GHz Quad-Core Processor
-  64 GB Internal Memory + 3 GB RAM
-  8 MP Camera
-  5 MP Selfie Camera
-  4000 mAh Battery + Type C Charger
-  Micro SD Up To 128GB

Powered by Android™ 12

-  Includes: Data Cable + Rugged Case

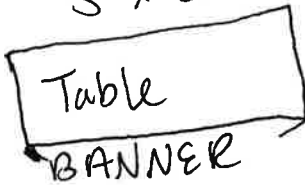
Android is a trademark of Google LLC.



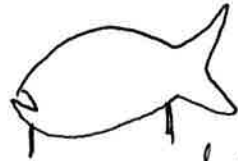


maybe  
set up  
here sometimes  
depending on visibility.

5 x 2



→ what are and what we  
do.



SIDEWALK



OR SET UP HERE

Avenue A

7th  
Street



**TOWN OF  
MONTAGUE  
MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

Planning Department  
(413) 863-3200 ext. 112  
Planner@montague-ma.gov

**MEMORANDUM**

**TO: Selectboard  
Steve Ellis, Town Administrator  
Walter Ramsey, Assistant Town Administrator**

**FROM: Maureen Pollock, Town Planner**

**RE: MassDOT Safe Passing User Program –Authorization to sign the Memorandum of Agreement to obtain signs and materials from MassDOT**

**DATE: May 22, 2023**

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**Planning Department Request:**

The Planning Department request approval of the Selectboard to obtain MassDOT Safe Passing User signs and materials.

The Planning Department has coordinated with DPW Staff to have these safe passing signs posted along main roads, such as:

- Lake Pleasant Road 2 signs
- North Leverett Road 2 signs
- Millers Falls Road 2 signs
- Turners Falls Road 2 signs
- Greenfield Road 2 signs
- **Total: 10 signs**

DPW Staff will install the signs, upon delivery.

Enclosed you may find the following:

- Email from MassDOT, “MassDOT Providing Safe Passage for Bicyclists Signs to Municipalities,” dated May 10, 2023,
- Memorandum of Agreement (MOA), and
- MassDOT Safe passing Sign Guidance.

**From:** [MassDOTCommunityGrants \(DOT\)](#)  
**Subject:** MassDOT Providing Safe Passage for Bicyclists Signs to Municipalities  
**Date:** Wednesday, May 10, 2023 7:05:12 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[Vulnerable Road User Program - MassDOT Passing Signs Grant Application MOA.pdf](#)  
[MassDOT Safe Passing Sign Guidance.docx](#)

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Greetings,

"An Act to Reduce Fatalities" was signed into law in December 2022. As part of the law, the following was added.

*"In passing a vulnerable user, the operator of a motor vehicle shall pass at a safe distance of not less than 4 feet and at a reasonable and proper speed. The Massachusetts Department of Transportation shall erect and maintain signage along public ways necessary to notify operators of motor vehicles of the requirements for passing a vulnerable user from a safe distance as required by this section."*

While MassDOT cannot just install signs on municipal roadways, the position has been taken to provide the signage and materials to all cities and towns so that they can be installed on roadways within their own jurisdiction. **Guidance on location and installation of the signs can be found in the attached file named [MassDOT Safe Passing Sign Guidance.docx](#)**



bike passing - under 35 mph;  
2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;  
"MOTORISTS", C 2K 75% spacing;  
"GIVE 4 FT", C 2K;  
"TO PASS", C 2K;  
Bicycle;



bike passing 35 mph +;  
2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;  
"MOTORISTS", C 2K;  
"GIVE 4 FT", C 2K;  
"TO PASS", C 2K; Bicycle;

If cities/towns are interested in obtaining the signs and materials (they will be delivered directly to the community) from MassDOT, please let us know your intention and interest in receiving signs (how many signs of each size) as soon as possible.

**Please complete, sign, and return the attached [Memorandum of Agreement \(MOA\)](#) file named [Vulnerable Road User Program - MassDOT Passing Signs Grant Application MOA.pdf](#), including Attachment B, by June 1, 2023.** Submit the completed MOA to Ranjit Sivasubra ([ranjit.sivasubra@dot.state.ma.us](mailto:ranjit.sivasubra@dot.state.ma.us)). If you have any questions, please reach out to Ranjit directly.

Thank you,  
MassDOT Traffic & Safety Group



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“**MOA**”) is made and entered into by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“**MassDOT**”) and the CITY/TOWN of \_\_\_\_\_, a municipal corporation within the Commonwealth of Massachusetts, having offices at \_\_\_\_\_ (“**Municipality**”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

**WHEREAS**, MassDOT has developed a program by which it provides municipalities with bike passage signage described in Exhibit A (“**Signage**” or “**Signs**”) for installation in **municipally owned public roadways** as a tool to reduce vulnerable road user fatalities; and

**WHEREAS**, Municipality desires to participate in the program and has requested Signage to install in the municipally owned roadway(s) identified in Exhibit B (the, “**Locations**”); and

**WHEREAS**, Municipality has agreed to install and maintain the Signage at the Locations in accordance with the terms provided herein (“**Project**”); and

**WHEREAS**, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Project as set forth in this MOA.

**NOW, THEREFORE**, in consideration of the promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Signage.**

- (a) MassDOT will provide Municipality with the Signage described in Exhibit A. MassDOT will fund the entire cost of the Signage, including the cost of delivery to Municipality. Title to the Materials will pass to Municipality upon delivery.
- (b) It is understood and agreed that MassDOT’s procurement of the Signage is contingent upon availability and continued appropriation of federal and/or state funds, and if for any reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this MOA in whole or in part.

2. **Installation.**

- (a) Municipality, at its sole expense, shall install the Signage at the Locations. Aside from



the materials provided by MassDOT, Municipality shall provide all necessary labor, materials, equipment, and other services necessary to install the Signs in accordance with vendor specifications.

- (b) Each Sign must be installed in conformance with the requirements of Section 2 of the 2009 *Manual of Uniform Traffic Control Devices (MUTCD)*.
- (c) Municipality is solely responsible for evaluating the specific site constraints for each Location and for providing all necessary traffic control devices and/or police details necessary to safely complete the Project.
- (d) Municipality agrees and acknowledges that the Signage must be installed within the public layout on a municipally owned roadway. Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the completion of the Project prior to installing the Signage.
- (e) Municipality shall install each Sign within ninety (90) days of its delivery to Municipality. If Municipality cannot complete the installation within the ninety-day period, Municipality shall promptly, at its sole expense, return the uninstalled Signs to MassDOT by delivering the Signage to the location designated by MassDOT.
- (f) Upon the completion of the Project, Municipality shall provide MassDOT with photographic documentation of the installed Signage, along with documentation evidencing the date of installation for each Sign.

### **3. Future Maintenance.**

Municipality shall, at its sole expense, be responsible for the maintenance and upkeep of the Signage used for the Project. Municipality shall maintain the installed Signs in good repair throughout the Signs' useful life. MassDOT shall not be responsible for the replacement of the Signs at the end of their useful life. Notwithstanding anything contained herein to the contrary, Municipality's maintenance obligations shall survive the expiration or termination of this MOA.

### **4. Term.**

This MOA shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein, shall expire on **August 31, 2025.**

### **5. Termination.**

This MOA may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this MOA, except to the extent that the mutual agreement terminating this MOA so specifies.

MassDOT may, by written notice to the Municipality, also terminate this MOA if the Municipality neglects or fails to comply with any provision of this MOA in accordance with its terms or within the time specified for performance herein. In the event this MOA is terminated pursuant to this provision or Section 1(b) above, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

**6. Compliance with Laws.**

Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

**7. Indemnification.**

To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. The foregoing indemnification obligations shall survive the expiration of this MOA.

**8. Successors and Assigns.**

This MOA shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOA may not be assigned without the prior written consent of MassDOT.

**9. Notice.**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation  
Highway Division of Traffic & Safety Engineering  
10 Park Plaza  
Boston, MA 02116  
Attention: Neil Boudreau  
Assistant Administrator for Traffic & Safety

If to Municipality: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

**10. Authority.**

The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.

**11. Miscellaneous.**

This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this

MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOA to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:  
Date:

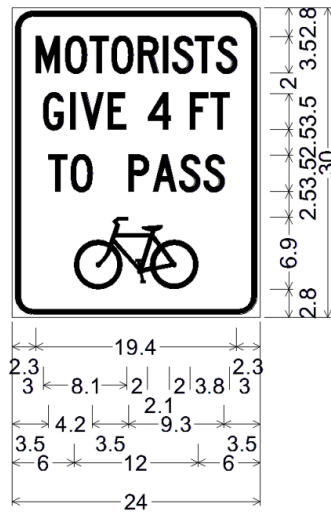
MUNICIPALITY

\*Please use a digital signature if available to you. If not available, please print and sign the completed form, scan, and email an attachment of the signed copy.

By: \_\_\_\_\_  
Name:  
Title:  
Date:



## Exhibit A



bike passing - under 35 mph;  
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;  
 "MOTORISTS", C 2K 75% spacing;  
 "GIVE 4 FT", C 2K;  
 "TO PASS", C 2K;  
 Bicycle;



bike passing 35 mph +;  
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;  
 "MOTORISTS", C 2K;  
 "GIVE 4 FT", C 2K;  
 "TO PASS", C 2K; Bicycle;

Signs shall be mounted on single 2.25 inch by 2.25 inch square tube posts conforming to Subsections 840.60 and M8.18.3 of the MassDOT Standard Specifications. Signs shall be installed in accordance with the requirements and guidance provided in Section 2A.16 and Figure 2A-2 of the MUTCD.

## Exhibit B: Sign Delivery Information

Town \_\_\_\_\_

Total Small Signs \_\_\_\_\_

Total Large Signs \_\_\_\_\_

### Delivery Point of Contact

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

### Delivery Location

Address \_\_\_\_\_

Town \_\_\_\_\_

Zip code \_\_\_\_\_

Anticipated Installation Location Street Name List:

1.
2.
3.
4.
5.
6.
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23.

In accordance with An Act to Reduce Traffic Fatalities, MassDOT has developed a standard regulatory sign to remind drivers about the 4-foot minimum safe passing distance. While this distance applies to passing all vulnerable road users, the sign was created to emphasize passing bicyclists, which are likely to be the most common vulnerable road user that a motor vehicle operator will encounter.

The Safe Bicycle Passing sign has been designed in two different sizes. The standard sign is 24" x 30" and is suitable for roads with speed limits of 30 mph or less. A larger sign, 30" x 36", may be used on roads with speed limits of 35+ mph.

Safe Bicycle Passing signs of either size are designed to be installed on a single u-channel or square tube post. They should not be co-located on signposts with other regulatory, warning, or directional signs.

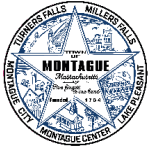
The use and placement of the Safe Bicycle Passing sign should be based upon an order of precedence. Existing regulatory signs that are site-specific such as Stop, Speed Limit, or a turn prohibition should have the highest priority. Warning signs such as those used for pedestrian crossings, curves, or school zones should have the next highest priority. Directional signs providing information on destinations or point of turn instructions should have the third highest priority. The Safe Bicycle Passing sign should be next in order. In most urban or lower speed roads, a minimum of 100' between any two signs is needed, regardless of priority. As posted roadway speed limits increase, sign spacing should increase accordingly. In the absence of official regulatory speed limits, the statutory (default) speed limit should be used to gauge the sign spacing.

The Safe Bicycle Passing sign will be most effective if used judiciously and in areas that will attract the most attention from drivers. As with all signs, if it is used excessively, it will lose its effectiveness. MassDOT recommends prioritizing higher volume or classification roads and other roads that are expected to attract bicyclists. When examining where on those roads to place the signs, the following locations should be considered:

- Areas of roads that have limited shoulder or bike lane width where a motor vehicle may have to cross the yellow center lines to safely pass a bicyclist.
- Roads that lack marked bicycle facilities, especially if marked bicycle facilities exist upstream.
- Business or commercial districts that have curbside parking.
- Downstream of traffic signals or other major intersections.
- Areas close to state borders where out-of-state drivers are typically found.

If the Safe Bicycle Passing sign is installed on or overhangs a sidewalk, the minimum height from the sidewalk to the bottom of the sign shall be 7'. If installed where no sidewalk is present, the height may be reduced to 5'.

Please note that this new law applies to all roadways, regardless of whether the Safe Bicycle Passing is posted. The sign is only a reminder to drivers of the rule of the road.



**TOWN OF  
MONTAGUE  
MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

Planning Department  
(413) 863-3200 ext. 112  
Planner@montague-ma.gov

**MEMORANDUM**

**TO: Selectboard  
Steve Ellis, Town Administrator  
Walter Ramsey, Assistant Town Administrator**

**FROM: Maureen Pollock, Town Planner**

**RE: Proposed Market Feasibility Study –Authorization to apply for FY2024 Community Planning Grant Program**

**DATE: May 22, 2023**

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**Planning Department Requests:**

The Planning Department request the following approval of the Selectboard:

1. Request to authorize submission of the FY2024 Community Planning Grant Program to fund a market feasibility study for future housing at the former Farren Site, located at 340 Montague City Road. Grant request is for \$50,000. The grant application is due on June 2, 2023.

**Introduction:**

On May 9, 2023, the Healey-Driscoll Administration announced the availability of additional funding for municipalities across the Commonwealth to support community planning and engagement efforts geared towards increasing the production of housing. Approximately \$1.5M in community compact funds will be distributed competitively to eligible projects through the Community Planning Grant Program in the 2023 Community One Stop for Growth process.

Funded projects must be completed by June 30, 2025.

**Proposed Market Feasibility Study:**

Through the Mass Housing Partnership's Complete Neighborhoods Partnership, the Planning Department is currently conducting a land use and zoning study of the Farren site, with technical assistance provided by Vanasse Hangen Brustlin, Inc., and input provided by community members and staff. This project explores what land uses could be developed on this Site. Public forum announcement forthcoming! This project timeline is approximately 6 months long with a final Plan expected by December 2023.

Once this project is completed, the Planning Department wishes to conduct a market feasibility study for future housing on the Site. The intention of the market feasibility study is to identify the demand and supply that will create a market for housing at a given price and to test whether housing will meet certain financial or social goals in the market.

**Additional Resources:**

- Vanasse Hangen Brustlin, Inc.: [www.vhb.com](http://www.vhb.com)
- Department of Housing and Community Development's Community Planning Grant Program: <https://www.mass.gov/how-to/community-planning-grant-program>
- NEW: Lieutenant Governor Driscoll Announces Additional Funds for Planning for Housing in the Community Planning Grant Program: <https://www.mass.gov/doc/fy24-community-planning-grant-program-letter-announcing-additional-funds-for-planning-for-housing/download>
- NEW: Guidelines & Notice of Additional Funds for Planning for Housing in the Community Planning Grant Program: <https://www.mass.gov/doc/fy24-community-planning-grant-program-notice-of-additional-funds-guideline/download>





**TOWN OF  
MONTAGUE  
MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

Office of the Selectboard  
(413) 863-3200 ext. 108

**MEMORANDUM**

**TO: Mass Department of Housing and Community Development**  
**FROM: Richard Kuklewicz, Montague Selectboard Chair**  
**RE: Letter of Commitment – Authorization to apply for FY2024 Community Planning Grant Program for Proposed Market Feasibility Study**  
**DATE: May 22, 2023**

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To Whom this May Concern:

The Montague Selectboard writes to urge its support for the Town of Montague's FY2024 Community Planning Grant Program grant submission to the Mass Department of Housing and Community Development. The Town of Montague would devote the requested funding of \$50,000 to conduct a market feasibility study for future housing on the former Farren Care Center site, located at 340 Montague City Road. The intention of the market feasibility study is to identify the demand and supply that will create a market for housing at a given price and to test whether housing will meet certain financial or social goals in the market.

The Board indicated its support for this project scope and submission of this grant request of \$50,000 through a formal vote taken in public meeting on May 22, 2023. The motion passed unanimously.

Sincerely,

Richard Kuklewicz  
Selectboard Chair

**LEGAL NOTICE**  
**FY2020 and FY2021 CDBG Program Updates**  
**PUBLIC HEARING**  
**Town of Montague**

The Town of Montague will hold a public hearing on Monday, May 22, 2023, at 6:30 p.m. via Zoom, please refer to the Town's posted Selectboard agenda for the link (<https://www.montague.net/g/46/Selectboard>). The purpose of this meeting is to update the public on the status of the Town's FY 2020 and FY 2021 Massachusetts Community Development Block Grant (CDBG) programs. Grant activities are being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA).

The town of Montague encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. A representative from the HRA will be on hand to discuss program activity.

The Town will make reasonable accessibility accommodation for any member of the community with mobility or language needs with seven days prior written notice to the Selectboard's office. Accommodations will be made for handicapped and non-English speaking clients. All group/client meetings will be held in fully handicapped accessible buildings. Additionally, interpreters will be available as necessary to accommodate hearing impaired and non-English speaking clients.

If residents are unable to be present at the Public Hearing written comments can be made to the Walter Ramsey, Assistant Town Administrator, Montague Town Hall, Avenue A, Turners Falls, MA 01376

The Town of Montague is an equal opportunity provider.

Selectboard  
Town of Montague

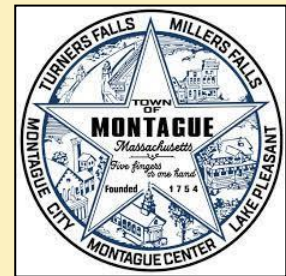
Thursday, May 11

PROPOSAL

The Battle of Great Falls  
Wissantinnewag-Peskeompskut Site  
Identification and Evaluation Project

National Park Service  
American Battlefield  
Protection Program  
P22AP01555

Submitted to:



One Avenue A  
Turner's Falls, Massachusetts 01376

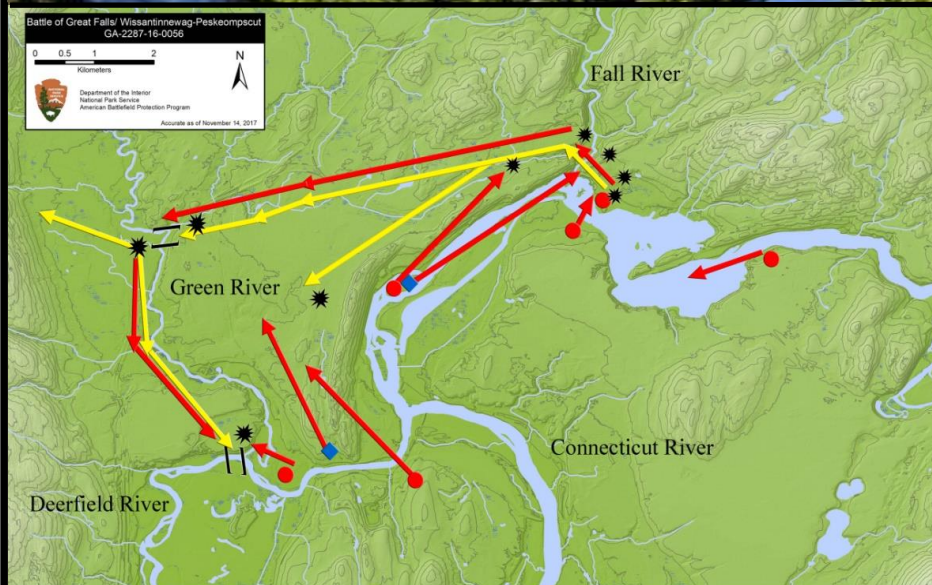
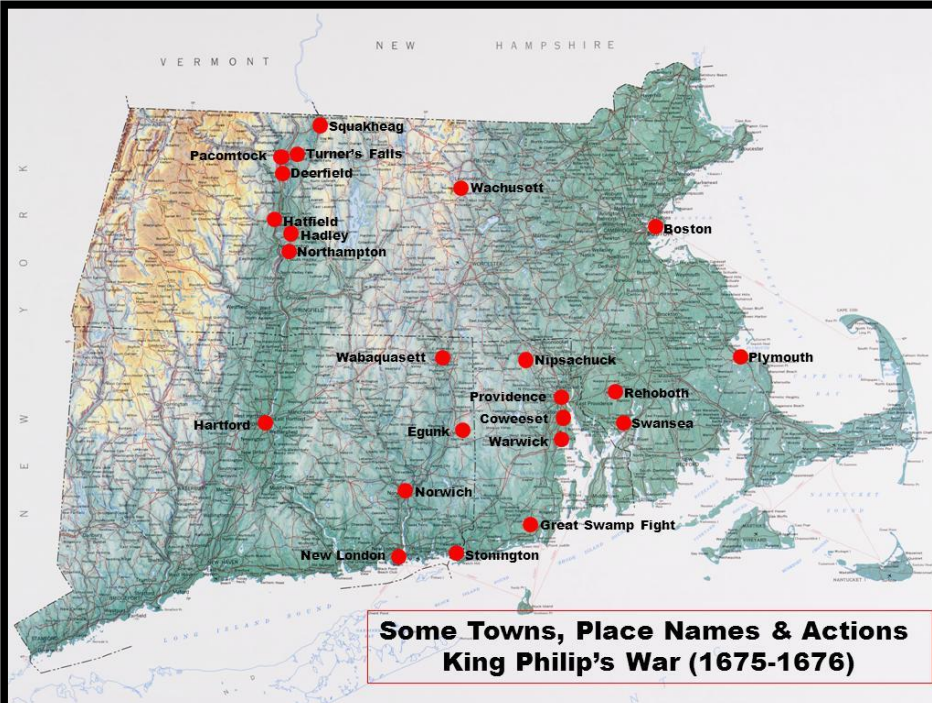
Submitted by:

David George & Kevin McBride  
Heritage Consultants, LLC



830 Berlin Turnpike  
Berlin, Connecticut 06037

April 2023



- Native Village
- ◆ Native Fort
- ★ Known Engagement
- [ ] River Ford
- Native Counterattack →
- English Retreat →

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## Introduction

In recognition of the historical and cultural significance of the Battle of Great Falls / Wissatinnewag-Peskeompskut, the Town of Montague received a Site Identification and Documentation Grant (P22AP01555) from the National Park Service American Battlefield Protection Program (NPS ABPP) to complete an identification and evaluation project for the 1676 battle at Great Falls (Wissatinnewag-Peskeompskut); the battle was fought on May 19, 1676 in northwestern Massachusetts during King Phillips War (June 1675 – August 1676).<sup>1</sup> In order to secure the grant, the Town of Montague worked in conjunction with the Battlefield Advisory Board, which consists of representatives from four neighboring municipalities in the battlefield area and four Tribal Historic Preservation Offices. A long-term goal of the project is to eventually prepare National Register of Historic Places registration form to nominate significant or potentially significant sites and battlefields to the National Register of Historic Places

The primary objective of the proposed project is to conduct archaeological fieldwork to locate, sequence, and document battlefield actions and investigate areas of the battlefield that were not surveyed or examined during previous battlefield surveys, as well the Council Fires location (GA-2287-14-012, GA-2287-14-012, GA-2287-16-006; McBride et al 2016, McBride et al 2019). A survey of the entire 6.5-mile battlefield has not been completed due to time and funding constraints, and approximately 2.5 to 3.0 miles remain to be surveyed (Figures 1 & 2). A total of four areas are proposed for surveyed during the current project. Examination of them will contribute to a more complete understanding of the nature and course of the battle. Figure 1 depicts all battle-related objects recovered during previous surveys, and Figure 2 depicts the grouping of battlefield actions into discrete loci of events (McBride et al 2018). Area 1 (Ash Swamp) is the location where the Native Coalition initially attacked the retreating English and caused the main group to splinter into three or four small groups who took different routes. The earlier battlefield surveys were able to track the movements and actions associated with the main group of English soldiers, but the movements and routes of the smaller groups were not identified. Surveys of Areas 2 and 3 would contribute to our knowledge of the actions that took place along Cherry Rum Brook, the main axis of retreat for the main body of English soldiers. Area 4 is the largest area proposed for additional surveys and is the route of retreat taken by the of the main body, and likely some of the smaller groups as well.

The Town of Montague previously received a Pre-Inventory Research and Documentation Grant (GA-2287-14-012) and a Site Documentation and Inventory (GA-2287-16-006) Grant Project from the NPS ABPP. The objectives of the grant were to: 1) document the May 19, 1676 English assault on the Native village of Wissatinnewag and the subsequent Native allied attacks on English forces shortly thereafter; 2) consult with the Native American communities associated with the Battle of Great Falls/Wissatinnewag-Peskeompskut; 3) examine and analyze the documentary record and archeological collections associated with the battle; 4) collect oral histories from Tribal and non-Tribal descendant communities associated with the battle; 5) conduct military terrain analysis (KOCOA) to identify and assess the battlefield terrain including avenues of approach and withdrawal, key terrain features, battlefield sites and actions, ancillary sites, and battlefield Study and Core Areas; and 6) engage local officials, landowners, and the interested public in efforts to locate and protect the battlefield(s) and associated sites.

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<sup>1</sup> The NPS ABPP promotes the preservation of significant historic battlefields associated with wars on American soil. The purpose of the program is to assist citizens, public and private institutions, and governments at all levels in planning, interpreting, and protecting sites where historic battles were fought on American soil during the armed conflicts that shaped the growth and development of the United States, in order that present and future generations may learn and gain inspiration from the ground where Americans made their ultimate sacrifice. The goals of the program are: 1) to protect battlefields and sites associated with armed conflicts that influenced the course of American history, 2) to encourage and assist all Americans in planning for the preservation, management, and interpretation of these sites, and 3) to raise awareness of the importance of preserving battlefields and related sites for future generations.



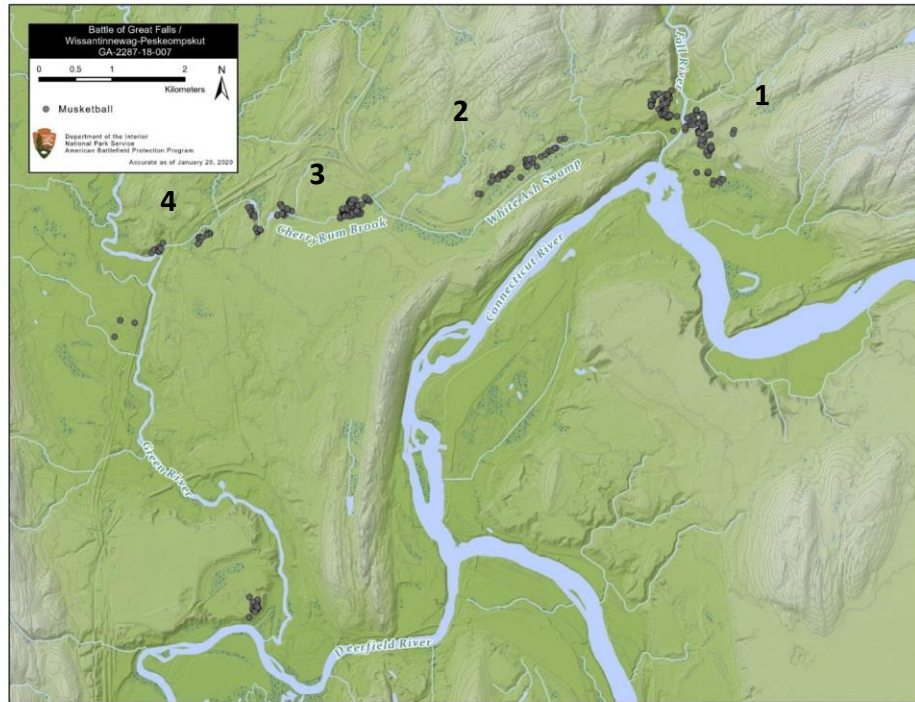


Figure 1. All Battle-Related Objects.

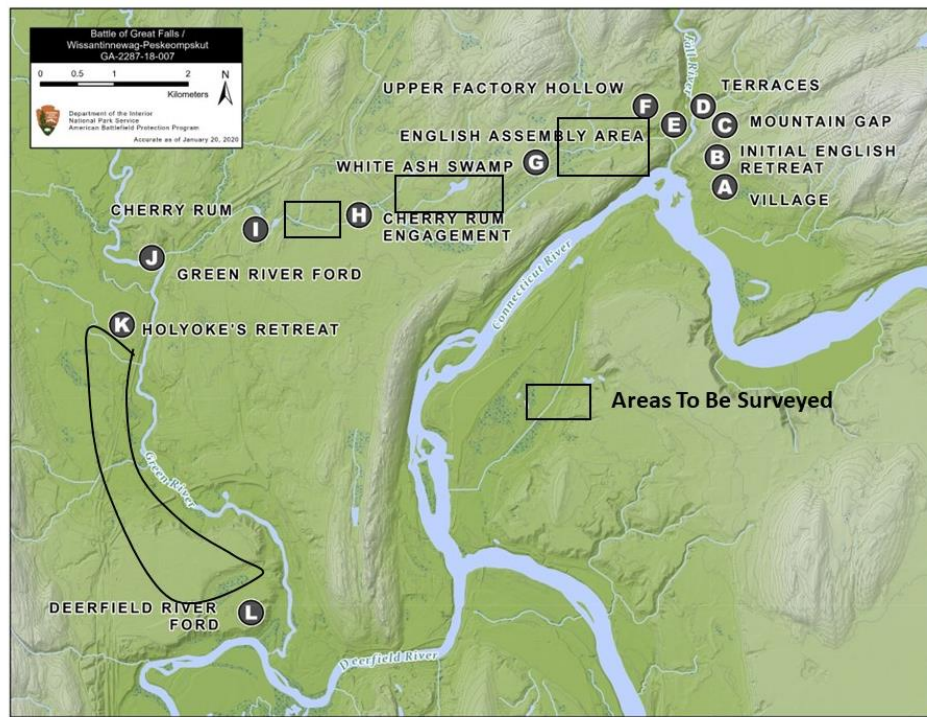


Figure 2. Battle of Great Falls Battlefield Loci.

## Scope of Work

The tasks identified by the Town of Montague's RFP for the Site Identification and Evaluation Project for the Battle of Great Falls (Wissatinnewag-Peskeompskut) include:

Task 1: Develop an archeological research design to standards acceptable by the ABPP and in accordance with Massachusetts Historic Commission permitting and standards. Research design should address NAGPRA and protocol for discovery of human remains. Review Pre-Inventory Research and Documentation Report (Phase I Report). The research design should be provided in draft form within 60 days of the notice to proceed. The research design should also include 1) the specific location of all field surveys and 2) an explanation for how landowner permission will be/ has been obtained prior to accessing the identified site(s). The town will distribute the draft and final archaeological research design to the National Park Service, MA State Historic Preservation Office, and all federally recognized tribes with an interest in the APE. The town has obtained permissions from 14 property owners in Greenfield, including from the City of Greenfield. Additional permissions will need to be obtained when fieldwork commences.

*The Research Design is outlined below*

Task 2: Conduct Field Survey in accordance with Secretary of Interior's Standards and Guidelines for Archeological Documentation

*Task 2.1 Walkover Survey:* A pedestrian survey will be conducted of the study areas to identify artifacts that may be visible on the surface. Much of the remaining land in the study areas is covered with vegetation or previously developed and probably will have no visible artifact concentrations. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head - Aquinnah, and/or Nipmuc to be present during walkover.

*Task 2.2 Remote Sensing:* The walkover will be followed with a metal detector survey of selected areas within each of the core areas. The survey will be conducted using a grid of points, established in proportion to the size of the area to be examined. "Hits" will be flagged, mapped and evaluated with small excavation units. The grid location and depth of each artifact will be recorded on GPS for use in making a GIS map of artifact distribution. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head -Aquinnah, and/or Nipmuc to be present during remote sensing.

*Task 2.3 Subsurface Testing:* Subsurface testing may also be conducted in core areas and sites that are expected to contain significant numbers of non-metallic artifacts and features. Examples of these sites are White Ash Swamp and Village core areas. The Town will hire a THPO from Narragansett, Wampanoag of Gay Head -Aquinnah, and/or Nipmuc to be present during all subsurface testing. 3

Task 2.4 Prepare GIS Map of Battlefield Area using NPS battlefield survey data dictionary.

*An archaeological permit application will be submitted to the Massachusetts Historical Commission within a few weeks after Heritage Associates is awarded the contract*

*Specific Information on these tasks are discussed in the Research Design outlined below*

Task 3: Laboratory Analysis and Curation. The field methodology will be designed to document the battlefield boundaries with minimal artifact collection. Some artifacts will be recovered, however, so adequate laboratory facilities are required to handle the expected classes of recovered materials which may include small, corroded metallic objects, such as shell fragments, bullets, buckles and so forth. All

artifacts will be cleaned, assessed for conservation needs, identified and catalogued and the location of each plotted on the battlefield base maps. The PI should arrange with a museum that meets National Park Service Standards (NPS Museum Handbook I and II) for permanent artifact conservation.

Task 4: Public Meetings. Coordinate a public planning process which shall include three meetings. The first meeting should be to present the goals of the project. The second meeting will be to solicit public comment on the draft report. The third meeting will be a presentation of the final report. The meetings shall be coordinated with the Battlefield Advisory Board.

Task 5: Interpretive Sign Design. create digital designs for up to 4 interpretive signs for the general public using information provided by the Principal Investigator. Signs shall incorporate text and photographs from the current and previous studies. The signs shall be approved by the Battlefield Grant Advisory Board. The designs shall be delivered in a reproduceable format.

Task 6: Technical Report. Prepare a draft and final technical report as specified in the work plan, with a preference for a final product that is in consistent format with the preceding technical reports. The report must meet Section 508 requirements. The town will distribute the draft and final technical report to the National Park Service, MA State Historic Preservation Office, and all federally recognized tribes with an interest in the APE

*Specific Information on this task is discussed in the Research design discussed below*

Task 7: Monthly Updates: Provide monthly updates to the Battlefield Grant Advisory Board through a written report or participation in the monthly board meetings.

Task 8: Deliverables Following approval of the final report document, the consultant shall provide the Town with ten (10) acid-free paper copies of the Technical Report and GIS map. One copy should be ARPA redacted. One (1) digital copy delivered via email at that time.

## **Project Timeline & Key Staff**

A detailed project timeline is included as Appendix I

Heritage Consultants, LLC (Heritage) proposes to conduct the battlefield archeology survey for the Battle of Great Falls/Wissantinnewag-Peskeompskut. Heritage battlefield archeology personnel have successfully completed over a dozen NPS ABPP funded battlefield projects, including two previous battlefield projects to document the Battle of Great Falls. All battlefield personnel meet the professional standards of the National Park Service (36 CFR 61) and have extensive research and battlefield archaeology experience in King Philip's War and seventeenth century material culture. Heritage personnel that will be dedicated to this project will include: Co-Principal Investigator and Battlefield Archaeologist Dr. Kevin McBride, Military Historian Dr. David Naumec, Remote Sensing and GIS Specialist Dr. David Leslie, Laboratory Director and Conservator Ms. Erica Lang.

A significant part of the research and analysis associated with the identification and documentation of any colonial era archaeological site is the ability of battlefield archaeologists to identify relevant domestic and military battle-related objects from earlier and later colonial (and modern) material culture. The Battlefield Landscape within the vicinity of Great Falls has been used and occupied continuously for the last 350 years for a variety of domestic, light industrial, and agricultural purposes, with resulting deposition of associated types of material culture. Any historical landscape contains hundreds if not thousands of objects reflecting centuries of land use – most of them metallic. As a result, battlefield surveys recover hundreds of objects that must be quickly identified to determine if they are related to the

battlefield sites and actions under investigation. Real time information on the nature and distribution of battle-related objects is essential to make appropriate decisions regarding the priorities, direction, and focus of field investigations. Over the last decade, Heritage battlefield archaeologists and historians have acquired a great deal of knowledge and experience in the identification and analysis of a wide range of Colonial Period domestic and military material culture including domestic artifacts, arms, ammunition, and articles of personal and military clothing (e.g., buttons, buckles, aglets). Although Heritage battlefield archaeologists have developed a solid comparative knowledge of Colonial, post-Colonial Native and Euro-American domestic, and military objects, additional research will be necessary to compile a comprehensive database of arms, equipment, clothing, and personal objects associated with seventeenth century battlefields and domestic sites at Great Falls.

A very important aspect of the battlefield survey will be the regular consultation with Native cultural specialists and historians from the Battlefield Advisory Group, as well as other knowledgeable individuals to provide perspectives on battlefield interpretations and material culture. Experience from previous battlefield surveys associated with the Battle of Great Falls has demonstrated the importance of regular discussions with members of the Battlefield Advisory Group to help understand and interpret the nature and evolution of the battlefield as the battlefield survey progresses.

Heritage can also provide experienced archeological field, laboratory, and technical personnel, facilities, and services, including walkover reconnaissance, metal detecting, remote sensing (e.g., ground penetrating radar, electrical resistivity, magnetometry), archeological testing and excavation, artifact cataloguing, identification and analysis, conservation, radiography, and microscopy. Heritage also has extensive experience in the application of KOCOA to study battlefield sites (see section under Research Design). Heritage will integrate findings from archaeological and historical research to complete a final report integrating results from the Phase I (Pre-Inventory Evaluation and Documentation Phase) and Phase II (Site Evaluation and Evaluation Phase) and synthesizing all findings, and draw relevant inferences and conclusions of the various battle events. All work will be done in accordance with the Secretary of the Interior's Standards for Preservation Planning and Archaeological Documentation and the methods outlined in the National Park Service American Battlefield Protection Program Battlefield Survey Manual. All recovered artifacts will be processed and conserved according to National Park Service Standards (NPS Museum Handbook I and II) for permanent artifact conservation.

### **Historical Context**

King Philip's War (June 1675 – August 1676) was an armed conflict between dozens of Native American tribes and bands who inhabited (and still do) present-day southern New England and the United Colonies of Connecticut, Massachusetts Bay, and Plimoth.<sup>2</sup> Dozens of frontier towns in central Massachusetts and the Connecticut Valley were attacked and burned during the war, as were settlements in Providence Plantations, Plimoth Colony, and eastern Massachusetts (Figure 3). Colonial authorities estimated that 600 English were killed and 1,200 houses burned during the conflict. A minimum of 3,000 Native men, women, and children were also battle casualties, and thousands more died from disease, starvation, and exposure, or were sold into slavery. The conflict is often referred to as the deadliest in American history based on English and Native civilian and military casualties relative to the population.<sup>3</sup>

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<sup>2</sup> King Philip's War has also been referred to as the First Indian War, Metacom's War, or Metacom's Rebellion. Most recently, Major Jason Warren has referred to the conflict as the Great Narragansett War in his book *Connecticut Unscathed: Victory in the Great Narragansett War* (2014). The Nolumbeka Project, a 501©(3) non-profit organization dedicated to the preservation of the history of Native Americans/American Indians of New England based in Greenfield, Massachusetts. The Nolumbeka Project refers to the war as the "Second Puritan war of Conquest" (The first being the Pequot War) and believe that it "was not simply a clash of cultures" but "the results of the actions of and reactions to a very identifiable group of connected people who had a vision for themselves and their descendants in the Nee world that could not co-exist over time with the value sand life-ways of the First Peoples of North America." (Personal Communication).

<sup>3</sup> Douglas Leach, *Flintlock and tomahawk; New England in King Philip's War*. New York, NY: Macmillan, 1958.



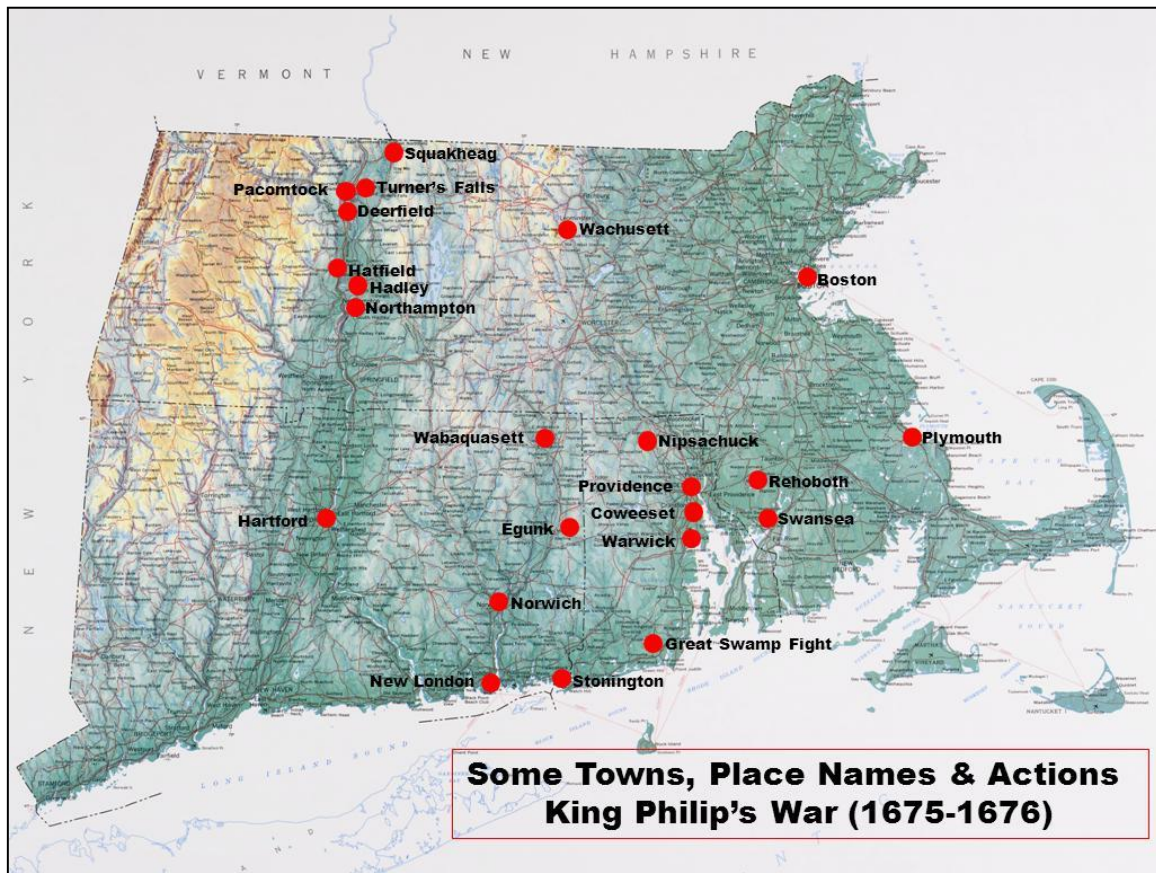


Figure 3. English settlements attached during King Philip's War.

In April of 1676, Northampton, Hadley, and Hatfield were the northernmost English frontier towns on the upper Connecticut River. Settlements in Deerfield and Northfield had been destroyed and abandoned earlier in the war. The Great Falls had become a gathering spot for Native peoples at war with the English. The settlements at Peskeompskut steadily grew as Native people throughout the region gathered to rest, resupply, and participate in ceremonies and rituals. English settlers in the upriver towns were gathering intelligence that alerted them to a growing Native presence to the north at the falls. While Connecticut and Massachusetts Bay authorities were involved in peace negotiations with various Native leaders, the townspeople of the English settlements at Northampton, Hadley, and Hatfield were becoming increasingly concerned with the large body of Native forces massing to the north and the potential threats this represented.

Around May 13, 1676, Native soldiers from the Peskeompskut area raided Hatfield meadows and captured 70 cattle and horses and the drove the north to the North Deerfield meadows for use by the Native communities that were gathered at Peskeompskut. This incident enraged English settlers at Hatfield and the other river towns, who had been urging colonial officials to attack those upriver Native settlements for weeks. Many of the English in the Hatfield and Hadley communities were refugees from the destroyed Northfield and Deerfield settlements and harbored a great deal of resentment toward the tribes gathered at the falls. The deaths of more than 100 English soldiers and settlers in the upper valley at the hands of the Indian enemy over the previous six months also contributed to a growing desire on the part of the settlers to attack the Native people gathered at Wissatinnewag-Peskeompskut.

Two days later two English "lads" taken captive during the earlier raid on Hatfield, and recently released, informed the settlers and garrison at Hadley about the whereabouts and disposition of the Natives at

Wissatinnewag-Peskeompskut. One of the informants, Thomas Reed, related that the Natives had planted at the Deerfield meadows and had fenced in the stolen cattle. He also described the Native encampments at the falls and estimated that there were around 60 to 70 fighting men there.<sup>4</sup> Armed with this new information, the militia committees of the upper river towns gathered garrison soldiers and settlers from Northampton, Hadley, Hatfield, Springfield and Westfield and prepared for an attack on the encampments at Peskeompskut. English forces were assembled from the various towns and gathered at Hatfield by May 18<sup>th</sup>. Captain William Turner was commander of the relatively inexperienced militia force, drawn from townspeople and garrison troops. Turner counted on the element of surprise and what he believed to be a larger force than the Natives could muster. Captain William Turner and 160 men, most of them mounted, left Hatfield at dark on the evening of May 18<sup>th</sup>, anticipating a dawn surprise attack on the Native encampment at Peskeompskut.<sup>5</sup>

The Native encampments at Peskeompskut were in the vicinity of the Great Falls, with the two main villages located above the falls on the northern and southern banks of the river. The English battle plan was likely drawn from intelligence obtained from Thomas Reed and English scouts who reported there were Native soldiers encamped on an island in the Connecticut River (present-day Smead's and perhaps Rawson's Island) a little more than a mile south of the falls, as well as at Cheapside guarding the Deerfield River ford. The English began their march just as night fell on May 18<sup>th</sup>. Turner's force traveled north through Hatfield meadows on the road towards Deerfield, staying on the western side of the Connecticut River and remaining to the east of the Deerfield River.<sup>6</sup>

Once Turner's company forded the Deerfield River they continued north through Greenfield Meadow along the west bank of the Green River. Turner's command crossed the Green River at the Green River Ford in the midst of a thunderstorm, which served to hide their movements from the Native sentries at Cheapside. Turner and his men continued eastward, paralleling the brook and swamp until they came to a high terrace overlooking the Fall River. The English troops dismounted, tied their horses to nearby trees and crossed the Fall River and ascended a steep slope to the summit of the broad, flat hill above.<sup>7</sup> The English gathered their forces on the upper slope of the hill that overlooked the village to their south along the northern bank of the Connecticut River. They launched their attack at daybreak.

By all accounts, English forces were able to advance within point-blank range of the village without being detected. On a given signal English forces opened fire and fell in on the unsuspecting inhabitants of the village and began to indiscriminately kill all Native peoples they encountered. As non-combatants (unarmed old men, women, and children) ran away from English soldiers towards the banks of the Connecticut River armed Native men tried to engage the English and slow the assault. English soldiers who took up positions along the shoreline opened fired on the swimmers and paddlers hitting some and causing others to be swept by the force of the river over the falls. The English suffered one man killed and two wounded during the assault.<sup>8</sup> Native casualty figures were uncertain at the time, but according to the historian Increase Mather "Some of the Souldiers affirm, that they numbered above one hundred that lay dead upon the ground, and besides those, others told about an hundred and thirty, who were driven into

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<sup>4</sup> Rev. John Russell and others at Hadley, May 15, 1676, Document 71b, Colonial War, Series I, Connecticut State Archives.

<sup>5</sup> Estimates on troop strength include "One hundred and four score" in Mather, *A Brief History*. P. 49; "two or three hundred of them" in Hubbard. *Troubles with the Indians*. P. 86; "One hundred fifty rank and file" in Bodge. *King Philip's War*. P. 245; "About 150 or 160 mounted men" in Judd. *History of Hadley*. P. 171.

<sup>6</sup> Bodge. *King Philip's War*. P. 245.

<sup>7</sup> Hubbard. *Troubles with the Indians*. P. 86.

<sup>8</sup> Mather, *A Brief History*. P. 49.

the River, and there perished, being carried down the Falls.”<sup>9</sup> Turner’s men rescued an English captive who told them that Philip [Metacom] was nearby with 1,000 men. The report was believed by the English and at the same moment it was received, or within a few minutes of the report, they were attacked by Native men from the village on the south side of the Connecticut River. The coincidence of the report and the attack spread panic and fear through the English ranks, and the retreat quickly turned into a rout with every man for himself.

The Indian soldiers encamped on the islands below the falls also responded to the attack on Peskeompskut by attacking the English on their flanks and setting ambushes in front of the retreating English along the White Ash Swamp. Native soldiers from the southern village, Cheapside, and survivors from the Peskeompskut attack began to converge on Turner’s company. The English forces were attacked from all directions and their command and organization began to break down turning the retreat into an unorganized rout. Native soldiers struck the English from the cover of White Ash Swamp and from the rear, and overwhelmed smaller groups of men that separated from the larger group. Native forces continued to attack the English along their route to the Green River Ford. Native forces anticipated the English route of retreat and converged at the Green River Ford, where they ambushed the English as they made their way through the narrow valley. It was at the Green River Ford where Captain Turner was struck by musket fire as he was crossing the river. Lieutenant Holyoke rallied the remaining troops and organized them to conduct a disciplined fighting retreat, and is credited with preventing the complete destruction of the remaining English troops. Captain Turner’s company had suffered a total of 38 casualties (killed), including Turner himself.<sup>10</sup> It is not clear how many Native soldiers and non-combatants lost their lives in the engagement as accounts vary considerably. Also, like the English casualty figures, there is no accounting for those who died of their wounds after the attack. Based on the accounts of two soldiers who appear to have carefully tallied the dead at Peskeompskut, Reverend Russell estimated that “we Cannot but judge that there were above 200 of them Slain.”<sup>11</sup>

### **Archeological Identification of the Battle of Great Falls/Peskeompskut**

While the primary sources associated with the Battle of Great Falls present a number of challenges with respect to identifying the prospective location(s) of the battle events, the sequence of events and their spatial correlates that characterized the battle present several plausible options for the location(s) of battlefield actions by integrating information from primary accounts, local oral history, land records, historical maps, aerial photographs, a walkover reconnaissance of prospective battlefield sites, and KOCOA analysis. Archaeological surveys conducted during the Site Identification and Documentation phase largely confirmed the location(s) and routes of retreat taken by the English and their Native pursuers (Figures 1 & 2).

### **Research Design**

The Research Design outlined below incorporates the methods, procedures, and products identified in the Town of Montague’s RFP. The NPS ABPP has issued a revised *Battlefield Survey Manual* (2016) that outlines standard methodologies to be employed in researching, documenting, and mapping battlefields.

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<sup>9</sup> Mather, *A Brief History*. P. 49.

<sup>10</sup> English Casualty Figures as reported in primary accounts are as follows: “eight or nin[e] and thirty” (38-39) in CSL, Connecticut Archives, Colonial War, Series I. P. 74; “two and thirty” (32) in L’Estrange, *A True Account of the Most Considerable Occurrences*. P. 4; “about thirty-eight” (38) in Edward Douglas Leach, Ed., *A Rhode Islander Reports On King Philip’s War, the Second William Harris Letter of August 1676* (Providence: Rhode Island Historical Society, 1963). P. 80; “thirty and eight” (38) in Mather, *A Brief History*. P. 50; “thirty eight” (38) in Hubbard, *Troubles with the Indians*. P. 85; “Los of 37 men and the Captin Turner” in Chapin, *Chapin Genealogy*. P. 4.

<sup>11</sup> Native Casualty Figures as reported in primary accounts are as follows: “abov<sup>e</sup> 200” (200+) in CSL, Connecticut Archives, Colonial War, Series I. P. 74; “several hundred” (200+) in L’Estrange, *A New and Further Narrative*. P. 12; “four hundred” (400) in L’Estrange, *A True Account of the Most Considerable Occurrences*. P. 4; “hundreds” (200+) in Leach, *Second William Harris Letter*. P. 80; “above one hundred that lay dead upon the ground...about an hundred and thirty, who were driven into the River” (230+) in” (38) in Mather, *A Brief History*. P. 50; “two or three hundred” (200-300) in Hubbard, *Troubles with the Indians*. P. 85.

All NPS ABPP grantees are directed to use the manual. The manual is designed to focus the attention of battlefield archaeologists on a standard methodology to obtain reliable information that can be used by state historic preservation offices, local planners, and preservation advocates to protect and preserve battlefields. A standardized methodology also enables the NPS ABPP to compare information across all wars and sites. Although the manual was originally designed for documenting Civil War battlefields, it can be easily adapted to the challenges of conducting surveys on seventeenth century battlefields which are often characterized by incomplete and often contradictory historical information. The methods and procedures outlined in the NPS ABPP *Battlefield Survey Manual* will be incorporated into the Research Design and the Scope of Work as identified by the Town of Montague.

Heritage proposes the following Research Design to complete the Site Identification and Documentation phase of the Battle of Great Falls. Specific tasks will include: research the history of the battlefield site (complete yet ongoing; see above section titled Historical Context); develop a detailed land use history (to be completed); conduct archaeological field work within the Battlefield Boundary Areas, as well as the Council Fires location, which is understood to be a critical “contributing site” to the military approach of the tribal coalition to locate and document the Battlefield Landscape and battle related archeological sites; conduct artifact cataloguing and analysis of all objects recovered from the battlefield landscape; map battle-related artifacts and positions of combatants and features on geo-referenced battlefield maps using GIS; integrate archeological evidence with historical research to delineate the battlefield boundary and discrete actions within the battlefield landscape; complete a final report of the battlefield survey to document findings complete with GIS mapping, object inventories and analyses, and battlefield reconstructions; and assess overall significance and site integrity and identify threats to battlefield sites with respect to the criteria for nomination to the National Register of Historic Places.

#### *Communication*

An important aspect of the project will be to effectively communicate ongoing results to the public and particularly the Battlefield Advisory Group. At a minimum, updates will be conveyed to the Battlefield Advisor Group at monthly meetings and through written summaries of results of the battlefield survey on a more frequent basis. A priority in the communication process will be to continue to reach out to prospective landowners for permissions either through regular public informational meetings or personal communications. The Battlefield Advisory Board and knowledgeable individuals and organizations such as the Nolumbeka Project will be a critical resource throughout the project as they have a knowledge and understanding of the Battle of Great Falls that will greatly enhance the overall interpretation and reconstruction of battle events. Input from Native cultural specialists in this context will be highly valued as well. Monthly meetings organized by the Battlefield Advisory Board will certainly be helpful but more so will be active field participation and ongoing discussions with board members on new findings and battlefield.

#### *Battlefield Archeology*

The discipline of Battlefield Archeology is concerned primarily with the identification and study of sites where conflict took place, as well as the archeological signature of the event. This requires information gathered from historical records associated with a battlefield, including troop dispositions, numbers, and the order of battle (command structure, strength, and disposition of personnel, equipment, and units of an armed force during field operations), as well as undocumented evidence of an action or battle gathered from archeological investigations. The archeological remains allows battlefield archeologists to reconstruct the progress of a battle, assess the veracity of historical accounts of the battle, and fill in any gaps in the historical record. This is particularly important with respect to the Battle of Great Falls, as the historical record is often incomplete, inconsistent, and biased. Battlefield archeology also seeks to move



beyond simple reconstruction of the battlefield event and include a more dynamic interpretation of the battlefield.<sup>12</sup>

### *Battlefield Pattern Analysis*

Traditional battlefield interpretations and reconstructions rely primarily on historical information (e.g., battle accounts, narratives, diaries, etc.), occasionally augmented by oral histories and random collections of battle-related objects. These reconstructions tend to focus only on the spatial distribution of battlefield events, which results in a static reconstruction of the battlefield, referred to Gross-Pattern Analysis. Douglas Scott, Richard Fox, and others have advocated an approach to battlefield archeology that moves beyond the particularistic and synchronic approach characteristic of Gross-Pattern Analysis in battlefield reconstructions.<sup>13</sup> This approach, known as Dynamic-Pattern Analysis, interprets and reconstructs battlefields by integrating discrete battlefield events and their archeological signatures into a cohesive spatial and temporal sequence.

Using both Gross-Pattern and Dynamic-Pattern Battlefield Analyses, the spatial and temporal dimensions of a battle are better defined by integrating the historical and archeological record into a process of battlefield reconstruction that seeks archeological and historical correlates of individual and unit behaviors. The historical record associated with battlefield events can be used to inform and test hypotheses of individual and unit actions and movements which can then be tested against the archeological record.

If individual and unit actions can be identified in battlefield accounts, and their archeological signatures identified and tracked across the battlefield, a temporal dimension (sequencing) can be added to the battlefield analysis. Sequencing battlefield behaviors and actions requires constructing a detailed timeline of battlefield events and actions based on historical accounts. This timeline can then be used to develop hypotheses regarding the archeological correlates (signatures) of discrete battlefield events and behaviors. Once the beginning and end points of a behavior or action can be identified, individual and unit behaviors can be sequenced and the movement of individuals and units across the battlefield can be reconstructed. It is the ability to reconstruct battlefield events in both space and time that allows for a dynamic reconstruction of the battlefield. Individual actions and movements must be viewed in the aggregate, as unit actions and movements are aggregates of individual actions and movements. As such, individual actions are often subsumed in unit actions and movements, the basic unit of analysis of battlefield actions. While individual actions can sometimes be identified on the battlefield, it is generally the units and their actions which are integrated into a cohesive spatial and temporal sequence to reconstruct and interpret the battlefield.

Gross patterns are defined as the spatial aspects of unit behaviors. Dynamic patterns are defined as analytical techniques (primarily firearm signature analysis achieved through comparative analysis of distinguishing attributes of bullets and shell casings of modern firearms) which allow for the identification of individual firearms on the battlefield. Gross patterning relies on a synchronic approach to battlefield reconstruction – a spatial composite of battlefield events achieved by correlating the historical record with the archeological record, but without reference to time (i.e., movement). Battle events, as expressed by discrete artifact distributions are placed in space, but not ordered in time. Dynamic pattern analysis takes the composite of battle events expressed in the archeological record and orders them in time through an ongoing assessment of the congruence of the historical and archeological records and by tracking the movements of individuals and units across the battlefield through firearms identification.

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<sup>12</sup> Richard Fox and Douglas Scott. "The Post-Civil War Battlefield Pattern: An Example from the Custer Battlefield." *Historical Archaeology*, Vol. 25, No. 2: 92-103. 1991.

<sup>13</sup> Douglas D Scott, *Archaeological perspective on the Battle of the Little Bighorn* (Norman, OK: University of Oklahoma Press, 1989); Fox and Scott, "Post-Civil War Battlefield Pattern."

Douglas Scott and Richard Fox developed the Post-Civil War Battlefield Pattern Approach during their study of the 1876 Battle of Little Bighorn (in Montana), which sought to investigate the behavioral dynamics on the battlefield.<sup>14</sup> The foundation of the Post-Civil War Battlefield Pattern Approach is recognizing individual behavioral patterns, which is dependent on identifying singular positions and movements about the battlefield.

The key to a dynamic battlefield analysis as defined by Scott and Fox is modern firearm analysis that “allows resolution of individual positions and movements across the battlefield.”<sup>15</sup> In the case of the Battle of Little Bighorn this was largely achieved through forensic ballistic analysis of thousands of bullets and cartridge cases, which allowed researchers to track individual firearms across the battlefield. This integrated model of Gross Pattern Analysis and Dynamic Pattern Analysis has been the paradigm for Civil War and post- Civil War battlefield archeology and analysis since 1985. The core principles and methods of this approach have been successfully adapted to seventeenth century battlefields as well, including the Battle of Great Falls. A dynamic reconstruction of battlefield events requires an ongoing assessment of the congruence of historical and archeological data to identify discrete groups or individual actions and movements on the battlefield in order to place them in a temporal framework. An integral part of this process is to place the battlefield and related sites in a broader cultural and battlefield landscape to better understand, interpret and identify battlefield events and sites. A cultural landscape is defined as a geographic area, encompassing cultural and natural resources associated with the historic battlefield event.<sup>16</sup> The key aspect of this analysis is the reconstruction of the historic landscape and battlefield terrain associated with the battle to identify natural and cultural features present in the battlefield space and to determine how they were used by the combatants.<sup>17</sup>

### Battlefield Landscapes

Battlefield Landscapes consist of those natural (e.g., hills, streams, valleys, etc.) and cultural (e.g. roads, gun emplacements, trenches, fortifications, etc.) features that defined the original battlefield landscape, but also include the nature and evolution of natural and cultural features over time and their impacts to the original landscape. To identify, document, survey, and map a battlefield, battlefield historians and archaeologists must research all available and relevant historical accounts and identify the historic landscape that defined the battlefield in the field through terrain analysis and identification of natural and cultural features associated with the battlefield.

While battlefields are situated within the broader cultural landscape, battlefield reconstructions focus only on those cultural and natural features directly related to the battlefield. The United States military has developed a process for evaluating the military significance of the battlefield denoted by the acronym KOCOA (Key and Decisive Terrain, Obstacles, Cover and Concealment, Observation and Fields of Fire, Avenues of Approach and Retreat). Each component of KOCOA is as follows:

**Key Terrain:** Ground, typically high ground- that gives its possessor an advantage.  
Examples include the White Ash Swamp and the Green River Ford.

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<sup>14</sup> *Archaeological perspective on the Battle of the Little Bighorn*; Fox and Scott, “Post-Civil War Battlefield Pattern.”

<sup>15</sup> Scott, *Archaeological perspective on the Battle of the Little Bighorn* . P.148.

<sup>16</sup> Susan Loechl, S. Enscoe, M. Tooker, & S. Batzli. *Guidelines for Identifying and Evaluating Military Landscapes*. Washington, DC: Legacy Resource Management Program, Army Corps of Engineers, Washing, D.C. 2009.

<sup>17</sup> John Carman & Patricia Carman. *Mustering Landscapes: What Historic Battlefields Share in Common* in Eds. Douglas Scott, Lawrence Babits, and Charles Haecker. *Fields of Conflict: Battlefield Archaeology from the Roman Empire to the Korean War*. Washington, D.C.: Potomac Books. 2009.

**Obstacles:** Terrain features that prevented, restricted, channeled, or delayed troop movements such as rough, impassable ground, a swamp, dense wood, or a river. Examples include the Deerfield and Connecticut River and the White Ash Swamp.

**Cover and Concealment:** Cover is protection from the enemy's fire, e.g., the brow of a hill or a ravine. Concealment is cover from observation by the enemy. A swamp or woodland may provide one's force from observation. Examples include the White Ash Swamp.

**Observation and Fields of Fire:** The ability to observe the movements of the enemy to prevent surprise is a major advantage in battle. This might require occupying high ground that was not necessarily key terrain. Open terrain in front of the battle lines provided fields of fire for weapons. An example of a terrain feature that provides an opportunity to observe the enemy's movement was the high elevation at Cheapside. The clear areas in front of the White Ash Swamp provided fields of fire against the retreating English.

**Avenues of Approach and Retreat:** Primarily defined by transportation networks. In the case of the Great Falls Battle these consisted primarily of paths, trails, or open ground that could be traversed by horses and individuals on foot. Avenues were used for mobility but also had to be defended. Avenues stretch backward to supply lines and forward to objectives. It was important to possess transportation crossroads or bottlenecks such as mountain gaps, fords and bridges. The Green River Ford is an example of a crossroads or bottleneck.

### **Battle of Great Falls (Wissatinnewag-Peskeomskut: Battlefield Patterns & Spatial Analysis**

The Dynamic Battlefield Pattern Approach, with its focus on modern firearm analysis, would not appear to be applicable to the interpretation and reconstruction of a seventeenth century battlefield such as the Battle of Great Falls, where the combatants used mostly muskets and bows, as well as projectile types that are not generally amenable to modern firearm analyses. Nonetheless, Fox and Scott's approach has great utility for all battlefield studies that seek to move beyond static historical reconstructions and attempts to identify and interpret the actions and movements that influenced the progression and outcome of the battle.<sup>18</sup> The key to this analysis is the ability of battlefield archeologists to integrate the spatial dimensions of unit actions into a temporal framework. This does not necessarily require identification of individual behaviors through modern firearm analysis, such as was done for the Battle of Little Bighorn. This approach has proven to be highly successful in the previously conducted Site Identification and Documentation Phase for the Battle of Great Falls.<sup>19</sup> In the case of the Battle of Great Falls, this can be accomplished by identifying discrete unit, and sometimes individual actions and movements inferred from the historic record, KOCOA, and analysis of English and allied Native tactics during King Philip's War. This information will be used to develop a battlefield timeline and anticipated archeological signatures for events and actions for the remaining portions of the Great Falls battlefield landscape. The recovered archeological signatures based on the nature and distribution of recovered battle-related objects will then be tested against the battlefield timeline and anticipated archaeological signature. In this way, the recovered archeological signature can be placed in a temporal context and integrated into the sequence of battlefield actions and events. However, as is often the case with the nature of poorly or under-documented seventeenth century battlefields this process requires a number of assessments and re-assessments to get the best possible 'fit' between the historical narrative and the archaeological signature.

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<sup>18</sup> Richard Fox & Douglas Scott. The Post-Civil War Battlefield Pattern: An Example from the Custer Battlefield. *Historical Archaeology*, Vol. 25, No. 2: 92-103. 1991

<sup>19</sup> McBride et al 2019. Technical Report Site Inventory and Documentation, Battle of Turners Falls.

A critical component of this process is ongoing discourse in the field on a daily and weekly basis between the battlefield ‘team.’

In this context, the battlefield team consists of archaeologists and members of the Battlefield Advisory Board, particularly Native cultural specialists from the Wampanoag, Narragansett, and Nipmuc tribes. Experience has shown that Native cultural specialists bring a unique and important perspective to the process of battlefield reconstruction with their combination of cultural and historical knowledge. This methodology was highly successful in reconstructing the first phase of the Battle of Great Falls. However, given the nature of seventeenth century records associated with the Battle of Great Falls, this process will require an ongoing assessment of the best congruence or ‘fit’ between the archeological and historical data (and vice versa) to document areas of the battlefield that have not yet been surveyed. Previous experience in reconstructing seventeenth century battlefields has shown that the archeological record informs the historical record as often as the historical record informs the archeological record. The level of detail and refinement in identifying and sequencing seventeenth century battlefield events is not comparable to what can be achieved in Post-Civil War battlefields, but nonetheless can result in important insights into the nature and progress of a battle. A timeline of events, movements, and actions by the various combatants associated with the Battle of Great Falls is presented below in Table 1. In theory, these actions should have a unique archeological signature based on the nature and distribution of battle-related objects and associated terrain features. The greatest challenge in constructing a more detailed battlefield timeline will be to identify, contextualize, and integrate the signatures from the movements and actions of the many small groups and individuals who splintered in many different directions after the initial Native counterattack.

Table 1. Battlefield Events Timeline

Time-Date	Action	Location	Signature
10 March 1676	Solider-Indian captive Thomas Reede relates to those at Hadley that Natives are planting at Deerfield (judge 300 acres) and “dwell at the Falls on both sides of the river-are a considerable number, yet most are old men and women” and about 70 warriors.	Deerfield; Falls	High: Village Site, Domestic Objects, Military Objects.
14 May 1676	Natives drive four-score horses and cattle away to Deerfield Meadow.	Deerfield Meadow	Low: Dropped equipment/ personal items
Thursday May 18: 8 PM	150-160 men from Springfield, Westfield, Northampton, Hadley and Hatfield assemble at Hatfield and depart ca. 8 PM.	Hatfield	Low: Dropped equipment/ personal items
Thursday-Friday May 18-19: 8 PM-4 AM	The English marched 20 miles crossing the Deerfield and Green Rivers, and halt a little west of the Fall River, about a half a mile from the Indian village at Peskeompskut at the head of the falls where they left their horses with a small guard	Deerfield River, Greenfield River, Fall River,	Dropped equipment/ personal items
Friday May 19: 4-5 AM	At dawn the English force crossed the Fall River climbing a steep hill moving eastward to the slope of the hill overlooking the Native village to the south camp.	Fall River, steep hill to east, stretching to the east	Dropped Equipment/ personal items
Friday May 19: 5-8 AM	English approach and fire into wigwams. Some Native defenders engage the English and others run and swim across river. Some canoe away and others seek shelter under the banks of the river and killed. The English burn wigwams, destroy Native ammunition and provisions and war materials, and loot the village	Riverside area and along banks of river	Impacted musket balls, concentrations of small diameter shot, dropped and broken equipment, Native domestic objects

Friday May 19: 8 AM	As English return to assembly area to recover horses and rumor spreads that Philip and 1,000 men coming against the English. Panic spreads among the English panic.	Horse tie down area	Dropped equipment/ personal items
Friday May 19: 8-9 AM	As English mount horses they are attacked from Native forces from the village on the south side of the Connecticut River. As they retreated they were attacked from the rear and flanks between horse tie down area and White Ash Swamp	Horse tie down area to White Ash Swamp	Impacted and dropped musket balls, dropped equipment and personal items
Friday May 19: 9AM -12PM	English panic and split into 4-6 groups in their effort to escape and continue to be attacked along route of retreat. Native firing from ambushes to the front of the English set along the White Ash Swamp and attack the flanks and rear of the English column.	Trail/path to ford at confluence of Green River and Cherry Run Brook, south and north of White Ash Swamp	Impacted and dropped musket balls, dropped equipment and personal items
Friday May 19: 12PM – 6PM	English forces under the command of Captain Turner follow Cherry Rum Brook towards the Green River. While crossing the ford, Captain Turner is shot by Native soldiers. Lieutenant Holyoke takes command, draws the men into close order, and retreats towards Hadley where they arrive that evening.	Green River Ford	Impacted and dropped musket balls, dropped equipment and personal items
Saturday afternoon 20 May 1676	One English soldier arrives to Hadley. Other soldiers not wounded were reported to be wandering the West Mountains.	West mountains	Low / None
Saturday Night 20 May 1676	One English soldier arrives at Hadley.	Hadley	Low / None
Morning Sunday 21 May 1676	Well reaches Muddy Brook, left the brook and entered into a plain and reaches Hatfield.	Hatfield	Low / None
Sunday 21 May 1676	Two English soldiers arrive to Hadley.	Hadley	Low / None
Morning Monday 22 May 1676	One English soldier arrives to Hadley.	Hadley	Low / None
Afternoon Monday 22 May 1676	Noon, Mr. Atherton arrives to Hadley. Following the course of the river Atherton reaches Hatfield.	Hadley / Hatfield	Low / None
Night Monday 22 May 1676	Scouts find that “the enemy abide still in the places where they were on both sides of the river and in the Islands, and fires in the same place where our men had burnt the wigwams.” Also reported that their fort is close to Deerfield River.	Deerfield River	Low / None
30 May 1676	700 Natives attack Hatfield and burn 12 houses and barns, drove away many cattle and kill five English men.	Hatfield	Impacted and dropped musket balls, dropped equipment and personal items

### Critical Defining Features and KOCOA Analysis

The overall goal of the archeological survey of the second Battle of Great Falls is to locate the historical and geographical extent of the battlefield(s), actions, and sites on modern maps using GIS. Battlefield survey methods rely heavily on identification and analysis of a range of physical and cultural features using readily available resources such as USGS 7.5” series Topographic Maps, Lidar maps (light

detecting and ranging), aerial photographs, historical maps, and walkover or “windshield surveys” – all of which are used to identify important terrain features and locations obtained from primary narratives or accounts of battlefields. There are three steps in this process: 1) identify battlefield landscapes; 2) conduct battlefield terrain analysis with KOCOA (Key terrain, Observation, Cover and concealment, Obstacles, Avenues of approach); and 3) battlefield survey (research, documentation, analysis, field visits, archeological survey, definition of battlefield Study and Core Areas, assessment of integrity and threats to battlefields, and map preparation). As a result of this process, 13 critical defining features have been identified at present (Table 2) and it is anticipated that others will be identified as the battlefield survey progresses.

Table 2 Critical Defining Features. Battle of Great Falls

Name	Location	Relevance to Battle	Field Comment	KOCOA Analysis	Integrity Assessment	Remarks
<b>Terrain and Topographical Features</b>						
Connecticut River	The Connecticut River runs south from Fourth Connecticut Lake in New Hampshire to Long Island Sound at Old Saybrook, Connecticut.	The Great Falls on the Connecticut River attracted Native settlements at Peskeompskut to take advantage of the Spring fishing season and to plant crops. Native encampments were situated on both sides of the Connecticut River.	Wooded, Open Space, Land Conservation, Moderate Residential Development., Significant Industrial Development	Key Terrain, Observation, Cover & Concealment, Key Terrain Feature	Location, Setting, Feeling, Association	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Key Terrain
Rocky Mountain	The Rocky Mountain ridge runs north from the confluence of the Deerfield and Connecticut River to Fall River just below the Great Falls. To the west of the mountain was Greenfield Meadows at the time of the battle.	On the southern end of the ridge overlooking the Deerfield River is a rocky promontory known locally as "Cheapside." There Native soldiers had an observation post and possible fortification overlooking the plains and two fords to the south. The English sought to avoid this location.	Wooded, Open Space, Land Conservation, Moderate Residential Development.	Key Terrain, Observation, Cover & Concealment, Obstacles, Avenue of Approach (Native) Key Terrain Features include heavily glaciated landscape and wetlands and ridges	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Cheapside Ancillary Site & Key Terrain
Pisgah Mountain	Pisgah Mountain is located immediate north, northeast of Great Falls and is east of Fall River.	English forces massed on the southern slope of Pisgah Mountain prior to their assault on Peskeompskut village.	Wooded, Open Space, Land Conservation, Moderate Residential Development.	Key Terrain, Observation, Key Terrain, Avenues of Approach (English allied), Avenue of Retreat (English)	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Key Terrain
White Ash Swamp	White Ash Swamp is a large wetland that runs in a northeasterly direction to the north of Rocky Mountain. It is fed by Cherry Rum Brook.	Native soldiers occupied White Ash Swamp and struck English forces as they retreated towards the Green River after their attack on Peskeompskut. Several groups of English were ambushed in the swamp as they tried to escape.	Moderate Residential Development, Moderate Historical Impacts	Key Terrain, Observation, Cover & Concealment (Native), Obstacles, Avenues of Approach (English), Avenue of Retreat (English)	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; White Ash Swamp Core Area & Key Terrain Feature

Deerfield River and Deerfield River Ford	The Deerfield River is located south of Rocky Mountain and north of the Deerfield Meadows. It runs easterly until it empties into the Connecticut River.	Native Soldiers were positioned along the northern banks of the Deerfield River guarding the fording areas against English incursions.	Moderate Residential Development, Moderate Historical Impacts	Key Terrain, Observation, Cover & Concealment, Obstacles.	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Key Terrain
Green River and Green River Ford	The Green River is located to the west of Rocky Mountain and the present-day Town of Greenfield. It runs southerly until it empties into the Deerfield River.	The English advanced along the west side of the Green River and forded it during their route of approach where the Mill River emptied into it. The English returned to this location during their retreat and it was at the ford where Captain Turner was killed.	Minimal Residential Development, Moderate Historical Impacts	Key Terrain, Observation, Cover & Concealment, Obstacles, Avenues of Approach (English), Avenue of Retreat (English)	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Green River Ford Core Area & Key Terrain Feature.
Cherry Rum Brook	Cherry Rum Brook is located in present-day Greenfield and runs easterly between Mill Brook and feeds the White Ash Swamp.	English forces general followed Cherry Rum Brook after fording the Green River. The brook brought the English to the White Ash Swamp and the Falls River further east.	Moderate Residential Development, Moderate Historical Impacts	Key Terrain, Observation, Cover & Concealment, Obstacles, Avenues of Approach (English), Avenue of Retreat (English)	Location, Association, Feeling, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Key Terrain
Falls River	Falls River runs south between the present-day towns of Greenfield and Gill. It empties south into the Connecticut River.	English forces tied their horses in a location just west of Falls River and stationed some soldiers to guard them. Turner's company crossed the Falls River and advanced east towards their objective.	Minimal Residential Development, Moderate Historical Impacts	Key Terrain, Observation, Cover & Concealment, Obstacles, Avenue of Approach (English) & Retreat (English). Key Terrain	Location, Association, Feeling, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; English Assembly Point Core Area; Key Terrain



The Great Falls	The Great Falls is a large waterfall system that runs north and south across the Connecticut River between the present-day towns of Gill and Montague. A large bedrock outcropping historically split the waterfall. Today there is a modern dam to regulate water levels.	The Great Falls attracted Native peoples to the region for thousands of years. In 1676 Native peoples congregated at Great Falls to plant and fish. The English quickly became aware of large Native communities around Great Falls at Peskeompskut.	High Industrial Development, Wooded.	Key Terrain, Obstacles.	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Peskeompskut Village Core Area
Smead Island	One of two major islands about three miles below the Great Falls in present-day Greenfield.	One of two islands south of the Great Falls upon which an undetermined number of Native soldiers were encamped. These men mobilized after the English attack and counterattacked the English near Falls River and along White Ash Swamp.	Wooded, Open Space, Land Conservation	Key Terrain, Observation, Cover & Concealment (Native), Avenues of Approach (Native)	Location, Setting, Feeling, Association, Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Smead Island Ancillary Site
Rawson Island	One of two major islands about three miles below the Great Falls in present-day Greenfield.	One of two islands south of the Great Falls upon which an undetermined number of Native soldiers were encamped. These men mobilized after the English attack and counterattacked the English near Falls River and along White Ash Swamp.	Wooded, Open Space, Land Conservation	Key Terrain, Observation, Cover & Concealment (Native), Avenues of Approach (Native)	Location, Setting, Feeling, Association Material Culture.	Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Rawson Island Ancillary Site
<b>Miscellaneous</b>						
Peskeompskut Encampment (North)	One of two known Native encampments surrounding the Great Falls. One encampment was located on the north side while the other was on the southern shore.	A large village site where Native peoples from multiple communities had lived since the late winter in anticipation of planting and fishing. The northern village was attacked by English forces on the morning of May 19, 1676.	Minimal Residential Development., Moderate Industrial Development, Moderate Historical Impacts	Key Terrain, Cover & Concealment, Obstacles, Avenue of Approach (English), Avenue of Retreat (Native).	Location, Association, Feeling, Avenue of Approach (English), Avenue of Retreat (Native) Material Culture.	Native Village; Battle of Great Falls/Wissatinnewag-Peskeompskut Study Area; Peskeompskut Village Core Area

Peskeompskut Encampment (South)	One of two known Native encampments surrounding the Great Falls. One encampment was located on the north side while the other was on the southern shore.	A large village site where Native peoples from multiple communities had lived since the late winter in anticipation of planting and fishing. Victims of the English attack fled to the southern village. Men from the southern village rallied and counterattacked soon after.	High Residential Development. High Industrial Development, High Historical Impacts	Key Terrain, Cover & Concealment, Obstacles, Avenue of Approach (English), Avenue of Retreat (Native).	Location, Association, Feeling, Avenue of Approach (Native), Material Culture	Native Village; Battle of Great Falls/Wissatinnewag- Peskeompskut Study Area; Peskeompskut Village Core Area
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### Identifying Battle Locations

Several battlefield actions and ancillary site locations were previously identified during the previous Site Identification and Documentation Grant by integrating information from primary sources, local oral history, local artifact collections, land records, historical maps, aerial photographs, walkovers of the battlefield landscape, KOCO analysis, and battlefield surveys. These sources were used to identify battlefield and site locations, reconstruct battle events, and delineate potential battlefield boundaries. It is likely that additional battle events and sites will be identified during the next phase of the battlefield survey. The testing of known and additional locations which may contain battle-related objects is entirely dependent on landowner permissions. It is anticipated that additional landowner permissions will need to be obtained as the battlefield survey progresses.

### **Battlefield Resources**

Identifying the nature, location, and extent of battlefield resources are critical components in documenting and reconstructing the battlefield terrain and events associated with the battle of Great Falls. The previous Site Identification and Documentation Survey resulted in the identification of several battlefield events, and it is anticipated that additional resources and battle actions will be identified in subsequent battlefield surveys. A total of four types of battlefield resources have been identified in the previous battlefield survey and are relevant for any future battlefield surveys. They include Natural Features, Cultural features, Military Engineering Features, and Battle-related Artifacts, all of which are reviewed below.

### Natural Features

The natural terrain or topography of the Great Falls battlefield landscape is defined primarily by the drainage pattern and relative topographic elevation. Important terrain features located within the battlefield landscape that would be expected to potentially contain battle-related objects include swamps and wetlands, high and well-drained ground adjacent to swamps and wetlands that were suitable for horses, and chokepoints such as fords and stream crossings. Subtle nuances of the local terrain that may have influenced the battle may not be readily apparent until battle-related artifacts are recovered and analyzed. It is also important to assess how much the battle field terrain has changed since the battle event. For instance, have streams been diverted or channeled? Have swamps and bogs been drained or filled? Have battlefield terrain been destroyed or altered to a significant degree by road construction and development? Assessment of the impacts and integrity of battlefield terrain will be an important aspect of the battlefield survey.

### Cultural Features

Cultural features are elements of the historical landscape created by humans. The cultural landscape can influence the location and course of a battle. Road networks (in this case paths, trails, and stream beds) influenced the routes of advance and retreat of the combatants, as well as the direction and speed at which the combatants could travel on foot and/or horseback. The location of villages with fighting men were also crucial aspects of getting Native Coalition fighters to various locations of the battlefield as quickly as possible. The Native Coalition knowledge of the terrain is an important factor to consider as well. Abandoned and cleared horticultural fields adjacent to wetlands provided both protection and a clear field of fire for the Native combatants. Natural and cultural choke points such as fords and paths were key factors influencing where Native Coalition forces could have devised ambushes. However, cultural resources are susceptible to decay and alteration: domestic structures such as wigwams disappear, fields grow over, new roads cover or bypass old trails and paths, and natural vegetation can obscure old trails and paths. Historical research and battle-related objects can guide battlefield archaeologist to remnants of these features, or at least their possible location. However, as is often the case with poorly or under documented seventeenth century battlefields, the nature and distribution of battle-related artifacts serve as the best sources of documentation on the location of battle events and associated cultural features and key terrain features.

The cultural landscape contained within the Great Falls Battlefield Landscape was the result of thousands of years of Native land use from horticulture and forest management practices, and to a lesser extent the result of Euro-American settlement and land use (except for the more southern areas of the battlefield approaching Deerfield). The cultural landscape in the vicinity of Wissatinnewag-Peskeompskut consisted of numerous paths and trails used by both Colonists and Native people in the region and at the time of the battle. It will be important to determine through additional historical research where these paths were located and if they were used during the battle as avenues of advance and retreat by the Colonial and Native combatants. The cultural landscape also consisted of Native domestic sites/villages, including the two on the northern and eastern sides of the Great Falls. Several more specialized Native sites or encampments may have been placed at strategic locations within the Battlefield Landscape such as at Cheapside, and Smead's and Rawson's Islands.

### Military Features

Military defensive structures and earthworks (e.g., field fortifications, palisades entrenchments, trenches) are an important resource for understanding battle events. Coalition forces had a number of fortified places at Smead Island and elsewhere. Surviving earthworks often define critical military objectives, key terrain, opposing lines of battle, and no man's land. There is little or no evidence of military engineering features such as palisades or otherwise fortified places present at the time of the Battle of Great Falls. The exception may be Cheapside which was the southernmost Native position at the time of the battle and served as a lookout for any English forces approaching from the south and to guard the Deerfield River Ford.

### Battle-related Artifacts

The recovery of artifacts associated with the Battle of Great Falls/Wissatinnewag-Peskeompskut is the most significant component of the battlefield survey. Undisturbed patterns and relationships among soil layers, artifacts, features, and sites convey important information about past events and connect the physical reality of the battle to its broader landscape. Seventeenth century colonial battlefields such as Great Falls are often poorly or under-documented by seventeenth century historians or chroniclers of the battle compared to later eighteenth and nineteenth century battles. What few data are available often provides very little detail on the nature and progression of the battle or the locations of battle events, and contemporary sources are often biased, incomplete, contradictory, and unreliable. In addition, there is rarely a Native account of the battle and therefore the battle narratives do not provide a Native perspective on battle events. The nature and distribution of battle-related artifacts are often the only source of reliable information available to reconstruct many aspects of the battlefield. Most defining features identified in historic documents and in the field are archaeological resources found beneath the surface, which provide evidence of the actions that took place; soldiers waiting or tending horses, fighting, attacking, or defending villages or fortifications, or moving to attack or retreat. The artifactual evidence associated with battle events is used to:

- Verify troop movements and transportation methods (i.e., horse, wagon, on foot etc.)
- Map out battle actions in time and space to interpret and reconstruct a battle's progress
- Reveal previously unrecorded facets of the battle
- Confirm locations of villages or structures, roads and paths
- Verify or disprove long-believed myths or "official" accounts
- Understand the effects of the battle on noncombatants

- Offer a more complete picture of the life of Native and Colonial soldiers in camp and in battle

### Battlefield Preservation

The first step toward battlefield preservation is defining exactly where the battlefield is located and what remains to be preserved. This requires establishing a boundary of the battlefield on a map. The boundary must be historically defensible; historical and/or archeological evidence and source materials must show that the boundaries encompass legitimate historic resources. Battlefield areas should be defined as objectively as possible to include the salient places where events occurred and important landmarks, and should accurately reflect the extent of the battle. The initial survey should include all known historic resources associated with the battle. Once the battlefield survey is completed and the final battlefield map is marked with defining features and boundaries, informed preservation decisions can be made. The battlefield survey should result in the definition of three boundaries:

- Battlefield Boundary encompassing the area over which units maneuvered in preparation for combat;
- Core Areas defining the area where the most significant combat occurred, and
- Potential National Register Boundary (PotNR) containing only those portions of the battlefield that have retained integrity.

### **Battlefield Survey**

The goal of battlefield survey is to identify the historical and geographic extent of battlefields on modern maps, determine site integrity (as defined in National Register Bulletin 40: Guidelines for Identifying, Evaluating, and Registering America's Historic Battlefields), provide an overview of surviving resources, and assess short and long term threats to integrity. Specific steps involved in this process include:

- research the battle event;
- develop a list of battlefield defining features;
- visually inspect the battlefield;
- locate, document, and photograph features;
- map troop positions and features on a USGS topographic quadrangle;
- define battlefield boundary and core engagement areas for each battlefield;
- assess overall site integrity and threats;
- define a potential National Register boundary for the battlefield; and
- complete documentation.

The survey of the Battle of Great Falls will focus on identifying the locations of battlefield(s), sites, actions and movements of combatants, including the Council Fires location, which is understood to be a critical "contributing site" to the military approach of the tribal coalition, and acquiring a representative sample of battle-related artifacts to reconstruct battle events, as well as to determine site boundaries and

assess site integrity. An important step in this process will be to analyze the defining features, battles, actions, and sites associated with the Great Falls battlefield according to KOCOA standards and determine the effect these features had on the outcome of the Great Falls battle. The defining features from battles actions and sites will be categorized into critical, major, and minor defining features. The critical defining features will be mapped, using GPS and GIS technology, and surveyed using geophysical equipment (e.g., metal detectors, Ground Penetrating Radar, Electrical Resistivity), and if non-metallic objects are anticipated in select areas will be archeologically tested will be conducted using select 50 x 50 cm shovel test pits and 1 x 1 excavation units.

Fieldwork will consist of an initial walkover reconnaissance and visual inspection of the battlefield followed by archeological investigations in the form of metal detector surveys and excavation. Other remote sensing methods (e.g., Ground Penetrating Radar, Electrical Resistivity) may be conducted within the village area to better define features and disturbances. Metal detector surveys are necessary to associate the battlefield events to identifiable locations and to acquire physical evidence (i.e., musket balls, brass arrow points, military accoutrements, etc.) to document troop positions, actions and sites, define battlefield boundaries, refine Battlefield and Core Area Boundaries, and assess site integrity. A defining feature may be any feature mentioned in battle accounts that can be located on or in the ground, including both natural terrain features and man-made structures (e.g., domestic structures). The KOCOA system has been developed by military experts to analyze defining features, focusing primarily on key terrain but also with consideration for historic structures and sites that were significant to the battles. Key terrain, obstacles, cover and concealment, observation points and avenues of approach and retreat are the five categories into which a defining feature can be placed. One of these five criteria must be met in order for a feature to be classified as a “defining feature.”

#### Research & Field Methods

Prior to the initiation of fieldwork primary historical records, secondary sources, diaries, previous research files, and tribal oral histories and traditions will be reviewed to re-familiarize battlefield archaeologists with the broader historical and contemporary cultural and historical context of the Great Falls battle, as well as to develop a more site-specific context for the overall battle and discrete actions. Heritage staff members, including the battlefield survey team, and archeology consultants with extensive experience on seventeenth century battlefields will comprise the personnel conducting the majority of the fieldwork at the Battle of Great Falls.

#### Site Identification & Documentation

The historical and archeological research program for the Battle of Great Falls will focus on the four areas that were not surveyed in previous battlefield surveys, as well as the Council Fires location, which is understood to be a critical “contributing site” to the military approach of the tribal coalition (Areas 1-4, Figure 2). The battlefield survey will consist of four phases which will happen simultaneously throughout the research and field program, as real time information from laboratory analysis is needed to continuously assess the nature and evolution of the battlefield to make appropriate field decisions.

#### Field Methodology

Fieldwork will be conducted in four phases adapted from and adjusted to suit the needs of the seventeenth century battlefield at Great Falls; 1) Orientation Phase, 2) Inventory Phase, 3) Recovery Phase, and 4) Laboratory and Evaluation Phase. These phases will be conducted concurrently, and fieldwork will be guided by the work plan outlined below.

#### Orientation Phase

The Orientation Phase will include contacting landowners and acquiring permissions; conducting additional historical research (in particular deed research to reconstruct land use patterns), visual

inspection of the Battlefield Boundary and Core Areas, establishing spatial references with GPS and total station, and conducting Viewshed analysis.

*Spatial Reference* – The first step in determining the precise geographic location of artifacts (provenience) and mapping cultural and terrain features will be to establish a permanent grid or referencing system over the Battlefield Boundary and Core Areas. A GIS data base will be constructed to aid in the collection, maintenance, storage, analysis, and output of spatial data and information. In its earliest stages, the GIS database will consist of 2 foot contour base maps of selected areas with terrain features, hydrology, and soils. Through the course of the field season the GIS database will expand to include property information (boundaries, ownership) stone walls and stone structures, modern features such as roads and disturbed areas, and all battle-related sites, artifacts, and features. To establish provenience throughout the project area a combination of methods will be utilized. The first step will be to develop a procedure so that all cultural materials and features identified within the Core Areas can be assigned a unique spatial reference. A conceptual 1- meter grid will be established over the 2 foot contour base maps with the intent of eventually identifying portions of the grid in real space. A Global Positioning System (GPS) will aid in this process. A GPS is a series of orbiting satellites such that at any given time and place at least four are within range of any position on Earth's surface. By determining the distance from the satellites, the receiver can calculate its precise location in horizontal and vertical space in a process called trilateration. Current technology can potentially achieve (rarely realized however) up to 10-centimeter accuracy and sometimes even less. However, in reality there are many factors such as tree cover, aspect of availability, and position of satellites that sometimes caps accuracy minimally to a 2 to 5 meter range depending on conditions and the time of day. This level of accuracy would not be acceptable to map concentrations of objects either from battle actions or those associated with domestic sites where accuracy within 50 cm must be achieved. In previous projects, experience has shown that GPS readings, even with 5 meter accuracy, is sufficient to map battle-related objects that are widely distributed over a relatively large area (acres) but is not sufficient to map and interpret actions and activities that occurred within one quarter acre or less. In these instances, a total station will be used to physically establish a grid on the ground to ensure accuracy within 50 cm..

The first step in integrating a localized grid into the “conceptual” GPS grid will be to establish one or more permanent datum points in a fixed and permanent location such as the corner of a stone wall. Multiple GPS readings will be taken at the datum(s) over several days and at different times of the day. These points will then be plotted on a geo-referenced map that will exhibit a clustering of the GPS readings into a bulls-eye pattern. The center of these points will be the datum point for that particular area. A grid will then be constructed in GIS across the localized area by establishing parallel and perpendicular polyline transects at 1 meter intervals and coordinates will be assigned based on a Cartesian system (e.g., N150 E200). To make directional measurements easier, the grid will be oriented towards true north (14.6 degrees west of magnetic north in west-central Massachusetts). The result will be a physical grid established over any given survey area and provenience on any given artifact can then be determined to the nearest 50 cm or less.

The actual grid(s) will be established by setting plastic stakes on northing and easting transects at 10-meter intervals. The use of plastic (versus metallic) inhibits interference with metal detectors operating in close proximity. The grid will be established over any area where metal detecting or archeological fieldwork will take place. Each stake will be labeled by their Cartesian coordinates (e.g. N25 E100). Shovel Test Pits, trenches, and excavation units will be placed along established grid lines. Metal detector finds will also be provenienced using established grid lines.

*Viewshed Analysis* - Viewshed Models can be developed using elements of KOCO and GIS. Identified cultural and terrain features can be geo-referenced and integrated into cumulative Viewshed Models. A Viewshed is a raster-based map of individual “cells” in which from each cell a straight line is interpolated

between a source point and all other cells within an elevation model to find whether or not the cell exceeds the height of the three dimensional line at that point. Therefore, the result of each calculation is either positive or negative. If the result is positive (1) then there is a direct line of sight, if it is negative (0), there is no line of sight.<sup>20</sup>

The resultant Viewshed Models illustrate locations that could be seen from certain areas and elevations, such as the Native outpost at Cheapside, or other prospective elevations (Figure 4). Viewshed Models provide insight into what locations the combatants could see from positions and potentially predict possible village and battlefield locations. The Viewshed Models are extremely useful for conceptualizing the battlefield landscape and identifying key terrain, avenues of approach and retreat, obstacles and areas of concealment and observation. This analysis will be performed on prospective locations at Great Falls to assess other prospective locations.

### Inventory Phase

*Walkover Reconnaissance* – A walkover reconnaissance survey will be conducted throughout the battlefield landscape and Core Areas where permission has been granted by landowners. It is anticipated that additional landowner permissions will be necessary through the duration of the project as the definition of the battlefield landscape continues to evolve. The purpose of the walkover in the battlefield Core Areas will be to assess the nature and integrity of the terrain, as well as to identify artifacts present on the ground surface.

*Metal Detection* – A metal detector is a remote sensing device designed to locate subsurface metallic items based on the differential electrical conductivity of metallic objects. All metal detectors include a handle, search coil, cable, and metal box that contains the battery, tuning apparatus, and in more recent detectors, a computer that provides the ability to program the detector for certain kinds of metals, digital readouts of metal type, and possible metal depth. All metal detectors work on the same general principle. An electromagnetic field produced from the search coil, when held at ground surface, penetrates the earth in a cone shape emanating downward from the coil. Coils are available in a variety of sizes designed to provide preferences with regard to depth, discrimination, and precision in pinpointing object locations. Generally, larger coils are more effective for locating deeply buried objects; potentially an important factor in some areas of the battlefield with deep topsoils. It is anticipated that much of the battlefield terrain will be characterized by deeply plowed soils in the terrestrial portion of the battlefield and deeply buried objects below the swamp matrix and water in the White Ash Swamp. Larger coils are less effective in discriminating between metals (i.e., brass and lead from iron), a critical consideration where non-battle-related metallic artifacts often constitute 95% of the assemblages on any given landscape.

Different metal detector models and technologies (e.g., Whites vs. Mine Lab) also vary in their operating frequency and therefore their relative effectiveness in identifying certain kinds of metals under varying conditions. Therefore, some metal detectors are more effective in identifying ferrous objects and others brass, silver and copper and others lead, nickel and gold. Different metals produce different phase responses in metal detectors, allowing the instrument to effectively discriminate among different types of metals. One common manifestation of this response is the Visual Discrimination Indicator (VDI), which quantifies the phase response of each metal into a numerical category for the operator. The broadest VDI is the assignment of negative numbers for ferrous metals and positive numbers for non-ferrous metals. Generally, two different technologies characterize the various brands of metal detectors, Very Low Frequency (VLF) and Pulse Induction (PI) units.

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<sup>20</sup> David Wheatley and M. Gillings. *Spatial Technology and Archaeology: The Archaeological Applications of GIS*. New York, NY: Taylor & Francis, 2002.



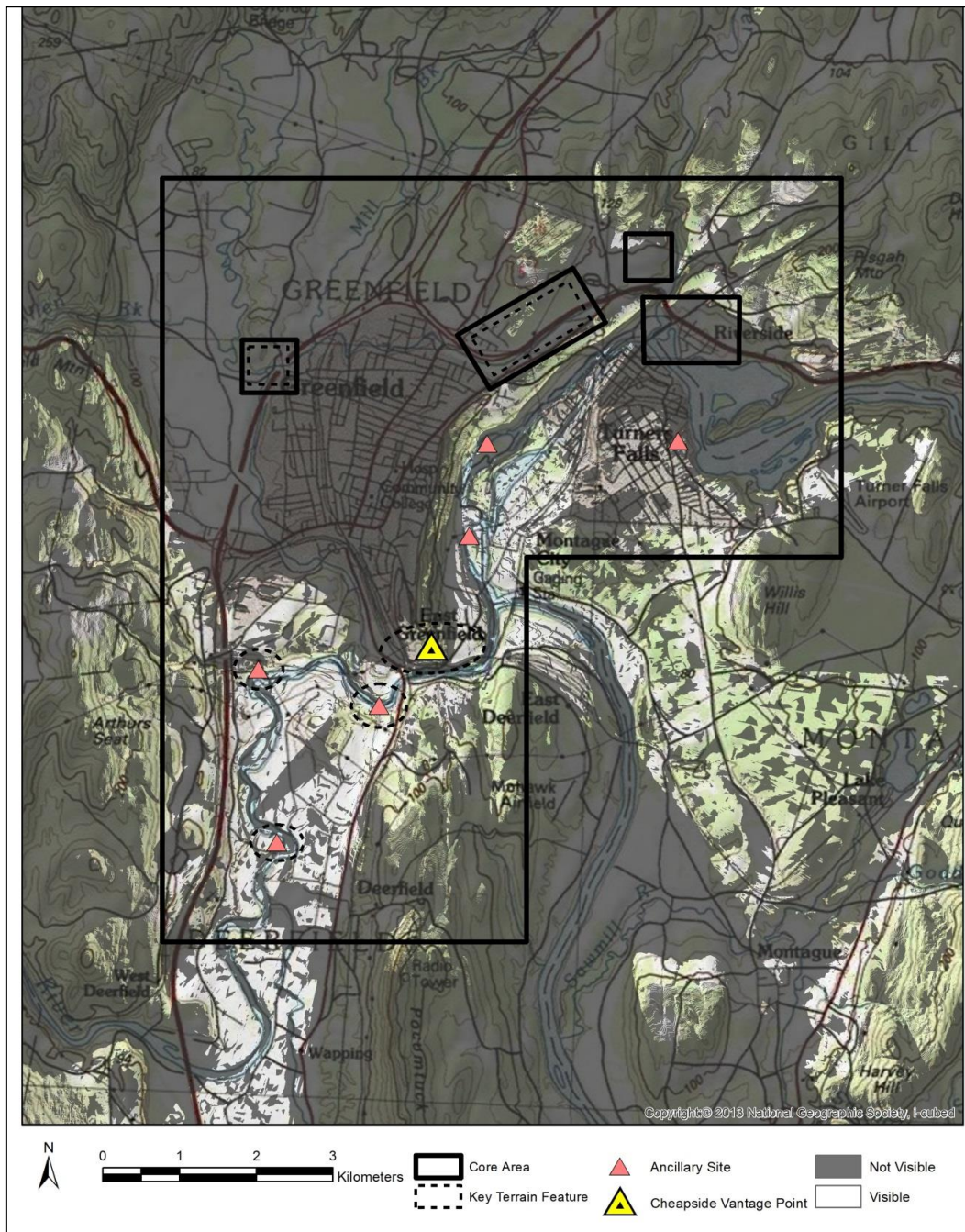


Figure 4. Viewshed Model from the “Cheapside” Key Terrain Feature. Darkened (pink) areas are not visible from the vantage point of Cheapside.

VLF units have superior discrimination capability, compared to PI units, which generally have better depth capabilities. Factors that affect the results of a metal detector survey are the experience of operators, soil and weather conditions, Electronic emissions, and the variable qualities of metal detecting equipment which all can affect the detectorists ability to discriminate between metals, detect at various depths and in different weather conditions. The variability in metal detectors should be considered an advantage in

battlefield surveys and every effort will be made to utilize as many different brands and types of metal detectors as possible.

*Sampling Fraction and Transect Orientation* – The field methodology that will be utilized will consist of establishing a grid of 10m x 10m blocks across any given search area. Within these blocks, 1 m wide transects oriented north-south and east-west will be marked with flagging tape and multiple operators and different detectors will sweep within each orientation. Experience has shown that metal detector sweeps in different orientations (north-south, east-west) and by different detectorists employing different technologies are necessary to identify a representative sample of objects within a block. It is often the case that cuprous objects can be “hidden” behind ferrous objects and can only be located by detecting along different orientations. Identified metallic objects will be excavated and left in place and the location flagged.

### Recovery Phase

The recovery phase will consist of two sequential steps, artifact recovery and recording of identified artifacts. A recovery team will make tentative identifications of each object, bag the object, and record information on provenience (GPS or grid coordinates), object, operator, technology, etc. on a standard metal detective field form (Appendix III) and on a specially-design application on an iPad. The degree of provenience recorded and the treatment of the object will be based on a three-tiered system. The third tier, consisting of modern objects such as aluminum foil, pop tabs, wire nails, etc.), will be provenienced to the nearest 5 m, recorded on a field form, and placed in a discard bag for disposal. The second tier consists of generally all pre-modern artifacts (prior to the last 25 years) that are clearly not battle-related but can provide important information on land use (e.g., ox shoes, quarrying feathers and wedges, chain links for hauling logs and quarry blocks, and axes and wedges for logging). These objects will also be provenienced to the nearest 5-meters and recorded on a field form, and placed in plastic artifact bags and returned to Heritage for further analysis and inventory. Some of these objects will be radiographed after additional inspection and analysis to determine if they are battle-related artifacts.

The first tier of artifacts are identified in the field as possible or most likely battle-related artifacts (e.g., dropped or impacted musket balls, hand wrought horse shoes, and dropped or broken equipment such as horse tack, gun parts, brass arrow points). These objects will be recorded to the nearest 50 cm, placed in a plastic artifact bag, and returned to Heritage for further analysis and inventory.

Prior to the commencement of fieldwork, a strategy for data collection will be developed predicated on the need to inventory a large number of battle and non-battle related objects on a daily basis by multiple crews while ensuring consistency of data recording. A FileMaker Go application was developed for iPads and employed in previous battlefield surveys. These applications provided a way to record data, interact with maps, take photos, and log GPS coordinates from a single, convenient interface. In addition to the iPad application, hardcopy metal detection field also will be used to ensure reliability in data recording. The File Maker application has automated data entry, data validation, and the ability to centralize all records into a single location on a daily basis. While GPS data are generally only accurate to within a few meters on most devices, the use of GPS PRO antennas linked to each iPad achieved accuracy to within 50 cm 90 percent of the time. GPS points recorded on mobile devices were later rechecked with a Trimble RTX GPS device to ensure continued accuracy. This process provided enough precision to document the general locations and boundaries of archaeological resources and connection to external, higher grade GNSS devices when necessary.

### *Archeological Testing & Remote Sensing*

The archeological field studies will utilize two standard archeological techniques; 50 x 50 cm shovel test pits placed at 5 m intervals and 1 x 1 m excavation units. The purpose of archeological testing will be to recover non-metallic domestic artifacts associated with the Peskeompskut Village and other sites such as

Smead's island or Cheapside. Non-metallic objects in these contexts could include domestic objects such as flaked and ground stone tools, ceramics (native and European), and animal and plant remains, as well as battle-related artifacts such as gunflints.

Remote sensing potentially consisting of ground penetrating radar (GPR), electrical resistivity, and magnetometers which could be employed to investigate below ground features and anomalies associated with the battlefield and domestic sites and to assess the nature and extent of disturbance.

#### *Laboratory and Evaluation Phase*

Real-time laboratory analysis will be an important component of fieldwork, as the immediate (within two to three days) results of assessment and identification of recovered metallic (primarily ferrous) artifacts will be necessary to determine if they are battle-related – an assessment often difficult to make in the field. The rapid and correct identification of (most often ferrous and cuprous) battle-related artifacts is crucial to guide and direct ongoing field operations. Laboratory analysis of potential battle-related objects recovered from the field and returned to Heritage for assessment and analysis will involve three sequential steps: initial examination, radiography, and conservation to remove extraneous oxide. Initial artifact examination will consist of cleaning the artifact with a soft brush to examine it by eye, as well as examining the artifact with a low-powered binocular microscope.

In many instances, the nature and age of the artifact cannot be determined from just an initial examination. If further examination is required, the next step will be to take several radiographs (X-Rays) of the object with different exposures and orientations. The most important aspect of laboratory analysis and research of battle-related artifacts will be the ongoing assessment and analysis of primarily ferrous objects through X-Ray Analysis. Most recovered ferrous objects are highly degraded (although interestingly seventeenth century hand wrought iron much less so) and not easily unidentifiable. X-Ray Analysis will be performed as soon as possible so battlefield staff can quickly assess if the object is hand-wrought, and what the artifact might be. In an X-Ray, hand-wrought objects exhibit a distinct “layering,” or strata, from being folded over so many times in the manufacturing process (Figure 5). If the artifact is hand wrought, standard conservation procedures will be employed to clean the artifact to better discern its function.

X-Ray Analysis can also capture many features on the artifact, such as drill holes and breaks otherwise undetectable thereby greatly facilitating the identification process. Hand-wrought artifacts are considered a potentially excellent indicator of a seventeenth century battle-related artifact (notwithstanding 18th and early nineteenth century hand-wrought artifacts from other land use activities such as field clearing or farming). If the artifact is determined to be hand-wrought, additional X-Rays may be taken under different exposures to reveal any additional features (perforations, breaks, etc.) that would aid in identification. The final step in the identification (and conservation) process will be the removal of

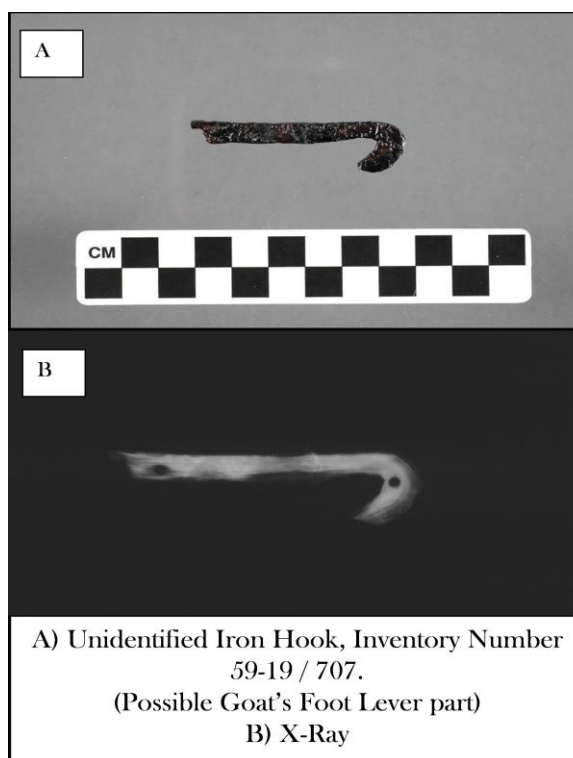


Figure 5. Example of utility of X-Ray technology. Features invisible to the

extraneous oxide using air abrasion. The extraneous oxide often concealed features that would aid in the identification of the artifact.

It is anticipated that a wide range of metallic objects will be recovered from the archeological survey within the battlefield landscape. These objects may include musket balls, horseshoes, tack, broken, lost, and discarded equipment, etc. A wide range of domestic metallic objects are expected to be associated with the Peskeompskut Village. It is also anticipated that the battlefield survey will recover a large number and variety of non-battle related objects such as. ox and horse shoes, chain links, wedges, quarry plugs, nails, etc. that will have to be identified and catalogued as well. Unfortunately these objects have to be recovered as any given area will have to be swept multiple times and objects left in the ground can complicate the identification of additional battle-related objects. All recovered objects will be identified and entered into a central database.

Recovered artifacts will be cleaned, identified, and catalogued, and the location of each item plotted on the GIS base maps. All artifacts will be assessed for conservation needs in the field and laboratory. Metallic battle-related objects of brass, iron, lead, and pewter will undergo a full conservation process and be sealed in airtight containers with silica gel to ensure their long-term preservation. This work will be performed in the archeology and conservation labs at Heritage. All artifacts will be curated according to National Park Service standards at Heritage until the Town of Montague and the Battlefield Advisory Group their final disposition.

### **Treatment of Human Remains**

Should any human remains be unexpectedly encountered during any phase of the project, MHC state and federal policy will dictate their handling. If human remains or suspected human remains are encountered, all work will cease. The Massachusetts Historical Commission requires that whoever encounter human remains should notify the state or local police and the regional medical examiner about the discovery and location. If the Medical Examiner determines the remains are more than 100 years old the State Archaeologist will be notified. If the State Archaeologist determines that the remains are native American, the Commission on Indian Affairs is notified.

### **NAGPRA and ARPA Procedures**

The NPS ABPP requires that all consultants working on NPS ABPP funded battlefield projects adhere to the regulations and procedures outlined in the Archeological Resources Protection Act (ARPA; 1979) and the Native American Graves Protection and Repatriation Act (NAGPRA; 1990). These federal laws that seek to protect archeological resources and Native American burial sites on public or tribal land from disturbance or destruction.

### **Final Report**

The final phase of the battlefield survey is to document the findings in a technical report complete with GIS mapping, object inventories and analyses, and battlefield reconstructions. A final report will be generated upon completion of all fieldwork, artifact analysis and geophysical analysis. The report will describe the project, site, historical significance, site integrity, and will address the research goals, questions and answers to those questions. The sections of the report will include (but are not limited to):

- 1) Title Page
- 2) Table of Contents
- 3) Introduction: Including: site description, historical background, and KOCOA description

- 4) Materials and Method: Description of various geophysical, geographic, and archeological tools and methodology used in data collection, photography and mapping techniques, and artifact collection methods
- 5) Analysis: Description of analytic techniques employed in the archeology laboratory and the computer and technology assisted techniques used to process the GPS and geophysical data
- 6) Assessment: Combines data gathered in the field and in the laboratory to address the research questions and goals, and will consider future research. Assessment of integrity and significance with respect to the criteria for nomination to the National Register of Historic Places
- 7) Conclusion
- 8) References

## APPENDIX I: PROJECT SCHEDULE 2023-2024

### Site Identification and Evaluation Project Battle of Great Falls/Wissantinnewag-Peskeompskut

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Meetings</b> with Battlefield Advisory Board,			X	X	X	X	X	X	X	X	X	X
<b>Task 1:</b> Submit archeological research design			X									
<b>Task 2:</b> Prepare and submit MHC permit			X									
<b>Task 3:</b> Conduct additional military and colonial history research			X	X								
<b>Task 4:</b> Conduct additional historical archeological Research			X	X								
<b>Task 5:</b> Disseminate primary sources & revised battlefield timeline to Battlefield Advisory Board				X								
<b>Task 6:</b> Coordinate a public planning process,			X						X			
<b>Task 7:</b> Conduct metal detector surveys & other			X	X	X	X	X	X	X			

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remote Sensing surveys as  
needed

**Task 8:** Conduct  
laboratory cataloging,  
analysis, & conservation

X X X X X X X X

**Task 9:** Prepare GIS map  
of project area using NPS  
battlefield survey data  
dictionary

X X X

**Task 10:** Submit Draft  
Technical Report

X

**Task 11:** Submit Revised  
Technical Report

**Task 12:** Submit final  
technical report

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**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF MONTAGUE  
AND  
HERITAGE CONSULTANTS, LLC**

THIS AGREEMENT is made this \_\_\_\_\_ day of May 2023, by and between the Town of Montague, hereinafter called the OWNER and Heritage Consultants, LLC., with offices at 830 Berlin Turnpike, Berlin, CT (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name Walter Ramsey Position/Title Assistant Town Administrator

Address: One Avenue A Turners Fall, MA

Telephone 413 863 3200x 126

Email assistant.townadmin@montague-ma.gov

The CONSULTANT'S Designated Representative under this contract is:

Name David George Position/Title Principal

Address 830 Berlin Turnpike, Berlin, CT

Telephone 860 299 6328

Email dgeorge@hertitage-consultants.com

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONSULTANT**

THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

Phase III of the Battle of Great Falls Wissantinnewag-Peskeompskut Site Identification and Evaluation Project

**ARTICLE 2. GENERAL CONDITIONS**

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.



### **ARTICLE 3. SCOPE OF SERVICES**

This scope of services is found in Attachment A.

### **ARTICLE 4. CONTRACT PRICE AND AMOUNT**

- 4.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of **\$60,000.00** for the scope of services described in Article 3 of this AGREEMENT.
- 4.2 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefor, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

### **ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

### **ARTICLE 6. KEY PERSONNEL**

- 6.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

## **ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS**

- 7.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.2 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

## **ARTICLE 8. STATUTORY COMPLIANCE**

- 8.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:
- General Laws Chapter 30B: Procurement of Goods and Services  
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts  
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts
- 8.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any

liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

## **ARTICLE 9. INSURANCE**

### **General Liability Insurance**

- 9.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

### **9.2 Automobile Liability Insurance**

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

### **9.3 Professional Services Liability Insurance**

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

- 9.4 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

- 9.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

## **ARTICLE 10. RESPONSIBILITIES OF THE OWNER**

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 10.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

- 10.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8 Develop, organize and implement all public information and participation efforts.
- 10.9 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER
- 10.10 Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

#### **ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION OF OWNER**

- 11.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the

performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

#### 11.2 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

#### 11.3 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

### **ARTICLE 12. NOTICE**

All notices required to be given hereunder shall be in writing and delivered by hand to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone and facsimile or email, but shall be followed by notice in writing in the manner stated above.

### **ARTICLE 13. EXTENSION OF SERVICES**

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

### **ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS**

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

### **ARTICLE 15. TERMINATION**

#### 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.

- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

## **ARTICLE 16. GENERAL PROVISIONS**

### **16.1 Precedence**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

### **16.2 Severability**

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

## **ARTICLE 17. PROVISIONS REQUIRED BY MASS. GENERAL LAW**

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will

continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

#### **ARTICLE 18. DISCLOSURE RIGHTS**

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and has

not been rescinded or modified as of the date below.

Date \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Clerk

SEAL:



IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written

Accepted for the OWNER, TOWN OF MONTAGUE, by the Selectboard:

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

Date

Accepted for the CONSULTANT \_\_\_\_\_

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

Date

#### CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: \_\_\_\_\_  
Accountant, Town of Montague

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

A TRUE COPY, ATTEST:

By: \_\_\_\_\_  
Clerk, Town of Montague

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**TOWN OF MONTAGUE BOARD OF SELECTMEN**

**AND THE CHAUBUNAGUNGAMAUG NIPMUCK TRIBAL HISTORIC**

**PRESERVATION OFFICE**

**REGARDING THE “BATTLE AT GREAT FALLS/ WISSATINNEWAG-  
PESKOEMPSKUT” SITE IDENTIFICATION AND EVALUATION PROJECT- PHASE  
III**

Whereas the Montague Board of Selectmen (MONTAGUE) and the Chaubunagungamaug Nipmuck Tribal Historic Preservation Office (CNTHPO) entered into a research partnership to Investigate and identify the possible locations of a King Phillip’s War battle site in and around Turners Falls, MA; and

Whereas MONTAGUE has applied to the American Battlefield Protection Program (ABPP) at the National Park Service to complete tasks associated with the project titled “1676 Battle of Great Falls (Wissatinnewag-Peskeompskut): Site Identification and Evaluation Phase III + Education.” Building on work completed under 3 previous NPS funded grants, the Recipient intends to conduct an archeological field survey of the Great Falls battlefield from King Philip’s War, and learn more about the movements and military strategies employed by the Tribal coalition during the battle.

Whereas the ABPP awarded grant funds (# P22AP01555) to MONTAGUE to carry out the project; and

Whereas the successful implementation of the project requires the participation of Tribal experts and authorities at CNTHPO;

Now therefore, for the purposes of carrying out this research project, MONTAGUE and CNTHPO agree to the following stipulations specifying the scope of services to be carried out by the CNTHPO and the amount of payment from grant funds for completing the specified work.

**STIPULATIONS**

**I. Scope of Services to be carried out by CNTHPO**

A. Attend three public informational meetings in Turners Falls through out the project period (April 2023 to August 2024). (approx. 18 hrs)

B. Participate in the proposal evaluation process for Principal Investigator (approx.3 hrs)

B. Monitor Archeological Field Survey of the study area, as carried out by Principal Investigator secured by the Town. This is meant to include THPO presence during walkover survey, remote sensing, and subsurface testing. All fieldwork will be conducted in accordance with Secretary of

Interior's Standards and Guidelines for Archeological Documentation. Provide written report. (approx. 35 hours)

C. Review and comment on Principal Investigator's Draft Technical Report (approx. 20 hrs)

D. Regular in-person attendance at monthly Battlefield Advisory Board meetings is encouraged to support cohesion and consensus building throughout the process. Remote participation is acceptable on occasion. The Town asks for in-person attendance at least once per quarter.

## II. Project Products

A. All documents, including reports and other work products, produced under this agreement shall become and remain the property of MONTAGUE and CNTHPO. The one exception to this may be certain oral history presentations restricted by CNTHPO as tribally confidential.

## III. Other Project Stipulations

A. Monitoring and Supervision. The Battle at Great Falls research project is a joint effort of MONTAGUE and CNTHPO. CNTHPO shall carry out its component of the research partnership in collaboration with the research efforts of MONTAGUE and the project consultants. CNTHPO shall meet as agreed with MONTAGUE.

B. Payment for Services. CNTHPO shall be compensated at the hourly rate of \$85.00 for the documented completion of the tasks described in Stipulation I and delivery of products described in Stipulation II to an amount not to exceed \$5,500.00. Invoices documenting the hours expended toward the progress and completion of tasks shall be submitted for approval to MONTAGUE. If additional hours are warranted and funds remain in the grant, MONTAGUE and CNTHPO may negotiate for additional services.

C. Records. CNTHPO agrees to keep and maintain a record of hours spent in performing the services required and to present such records to MONTAGUE as agreed.

D. Publicity and Media Contacts. MONTAGUE and CNTHPO agree to inform each other in advance of any press releases, interview or other media contacts that involve this project.

E. Termination. As this grant is the fiscal responsibility of MONTAGUE, MONTAGUE reserves the right to terminate or decrease this grant award and agreement at any time should the project work not meet the approval of MONTAGUE, or if CNTHPO shall fail to fulfill in timely and proper manner the obligations under this agreement. MONTAGUE and CNTHPO may terminate or decrease the grant award at any time, however, if they mutually agree that the continuation of the project would not produce adequate results which are commensurate with the further expenditure of funds.

F. There will be no changes to the stipulations of this agreement without the prior written

approval of MONTAGUE and CNTHPO.

SIGNATORIES:

Nipmuc Nation Tribal Historic Preservation Office

\_\_\_\_\_ Date  
Kenneth White, Chairman  
Chaubunagungamaug Nipmuck Tribal Council

Montague Selectboard

\_\_\_\_\_ Date  
Richard Kuklewicz, Chairman



## *Montague Selectboard*

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

May 22, 2023

Dan Rivera, President and CEO  
MassDevelopment  
99 High Street  
Boston, MA 02110

### **RE: Statement of Support for the Turners Falls Canal District Site Preparation and Riverfront Reclamation Project**

Mr. Rivera,

The Montague Selectboard respectfully requests support from the Commonwealth Site Readiness Fund to advance site planning and design for the Turners Falls Canal District Riverfront Reclamation Project. The project involves the repurposing of obsolete industrial properties along the Connecticut River into 5 acres of riverfront open space that is activated for recreational enjoyment.

The work will directly benefit an Environmental Justice community and will facilitate private investment into adjacent mill properties. The project will benefit the viability of a hydro power station, a light manufacturing mill, and a proposed multi-family housing site. The project will link to an existing bike path and is adjacent to the Great Falls Discovery Center. The work will be leveraged by private investment from the adjacent hydropower utility which plans to invest into elements of the riverfront park.

The project was recommended in the 2022 Turners Falls Canal District Master Plan. That study was funded with support from an Urban Agenda and Real Estate Technical Assistance grant. The plan itself involved extensive community engagement and the project was overseen by MassDevelopment staff.

This is a truly transformative project that will adapt a blighted industrial waterfront into an open space gem. The Selectboard looks forward to continuing its partnership with MassDevelopment on the redevelopment of the Canal District.

---

Richard Kuklewicz  
Chairman of the Montague Selectboard

**Site Readiness Program**  
**Turners Falls Canal District Site Preparation and Riverfront Reclamation Design**

Grant Request amount \$120,000

DRAFT APPLICATION RESPONSE 5.18.23

[Link to Canal District Master Plan](#)

**Narrative/Scope of Work**

This project will advance the design for the Turners Falls Canal District Riverfront. The project was recommended in the 2022 Turners Falls Canal District Master Plan, that study was funded with support from an Urban Agenda and Real Estate Technical Assistance grant. The project involves the repurposing of obsolete industrial properties along the Connecticut River into 5 acres of riverfront open space that is activated for recreational enjoyment of a former industrial waterfront in a traditional mill village. The project is located in downtown Turners Falls and is located adjacent to the Canalside Bike Path and the Great Falls Discovery Center (DCR). The project has received strong community support at three community workshops that were held in 2022 during the Canal District Master Planning process. The North end of the Canal District consists of two municipally-held properties: 8 and 20 Canal Road—totaling 4 acres. They were the locations of prominent cutlery and paper manufacturers but the properties have been unused for decades. The planned work consists of the following elements.

**Task 1 (Demolition Engineering):**

- Expanded Demolition plan to include all buildings in the complex except Building #9 and #11. The current plans call for demo of only Buildings # 3, 5, 6,7, and 8
- Structural design around the support for Building #9 (Hydro Station) and its tailrace#2
- Updated opinion of probable cost, accounting for completed abatement and stack demolition

**Task 2 (Riverfront Park Design)**

- Schematic design for improvements to 8 canal road and 20 canal road (accounting for demolition of Strathmore Mill)
- Main design elements to include riparian area restoration, looped walking path, adaptive integration of the power plant foundation and silo, safety and security fencing
- 2 public engagement meetings

**Project Need**

Turners Falls is one of only a handful of planned mill towns in New England. The Turners Falls Canal District is comprised of 6 former mill sites on 16 acres along the Connecticut River. After 50 years of decline and disinvestment in the Canal District, the last operating paper mill finally closed its doors in 2018, leaving every property in the Canal District vacant and blighted. However Turners Falls is a resilient town that has redefined itself as a walkable hub for culture and recreation in the upper Pioneer Valley. The Town envisions a mixed-use district that reuses these former industrial properties in a way that integrates downtown with the Connecticut River. With major public and private investments underway in the core of the district, blight will make way for riverfront access as a pathway to revitalization in the north end of the district.

MassDOT is planning a \$60M bridge improvement project that will improve pedestrian and vehicle circulation. Additionally, the town and the private hydroelectric company FirstLight have agreed to the terms of a 50 years federal license which presents a novel opportunity to expand tourism, recreation, and economic development and connect the village to the river. FirstLight has committed to investing in elements of the proposed riverfront park that are on FirstLight land.

**Target Population**

The targeted beneficiaries are the residents of Turners Falls and Montague. Turners Falls is one of the poorest census tracts in rural Franklin County. Turners Falls median household income is consistently lower than the county and state. The poverty rate is also higher than comparable communities. Downtown Turners Falls is a state designated environmental justice neighborhood. Turners Falls hosts over 200 units of deed-restricted affordable housing that are within a 5 minute walk from the project site. 87% of residents in Turners Falls rent. The project will also have region-wide benefit. It will be a tourism draw to tourism-dependent Franklin County.

#### Anticipated outcomes and impacts

The revitalized waterfront will facilitate a healthy and vibrant downtown Turners Falls (an environmental justice census tract). It will remove a significant source of blight (the project is located in a slum and blight district) in a location with high potential for ecological value (The project is mapped as core habitat in Biomap 3). Left undressed, the current blight will continue to deteriorate and become pollution to the Connecticut River. The proposed plan is to restore riparian habitat in locations that one house mills.

The project will also sustain the viability of an existing hydropower facility located within the mill that is to be demolished, allowing it to contribute to the creation of renewable energy and the local tax base. The proposed design work will allow the town to advance the project to the construction/implementation stage.

#### Leadership and ability to execute

Montague has a decades long commitment to the re-invention of its industrial waterfront. The town is dependent on external grants to catalyze innovate projects and the town has a successful track record in realizing the implementation of projects over time. The project manager for this project will be Assistant Town Administrator Walter Ramsey who has been with town for 13 year and has overseen the town's Canal District redevelopment strategy during that tenure.

#### Progress to date

Significant groundwork has been done over the last 15 years. The Canal District Master Plan was completed in 2022, 21Es, and engineering assessments complete for the two properties, The are Zoned for adaptive re-use and designated a 43D priority development site, the town has obtained full site control.

20 Canal has received a full interior abatement of hazardous and asbestos containing materials in 2020. This was an investment of \$450,000 with support from a Mass Development Brownfields grant. A partial demolition design study was completed in 2019. The planned design will build off that study to conduct a full demolition as identified in the 2022 master plan. Additionally, the riverfront park has been conceptually designed as part of the master planning process.

#### Timeline information

The work is timely because a major MassDOT bridge replacement project planned for 2027 is going to restrict the town's ability work on the property for a 3 year period. It is imperative that the town begin to address the blight on the property before the bridge construction begins. The design work could be done within a 12 month grant cycle timeline.



## *Montague Selectboard*

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

May 22, 2023

Filipe Zamborlini  
Community Grants Coordinator, Community Services Division  
Department of Housing and Community Development (DHCD)  
100 Cambridge Street, Suite 300  
Boston, MA 02114

### **RE: Statement of Support for the Avenue A CSO and Buffer Line Improvement Project**

Mr. Zamborlini,

The Montague Selectboard respectfully requests support from the Rural and Small Town Development Fund for the Avenue A Combined Sewer Overflow and Buffer Line Improvement Project.

The goal of this project is to protect the Connecticut River Watershed by reducing the amount of Combined Sewer Overflow events from the Montague sewer collection system. The outcomes will help bring an old mill town sewer system into regulatory compliance. It will save Montague Sewer ratepayers and local industry from bearing the brunt of the fines and ongoing compliance issues. It will allow Montague to continue to grow industry and housing without increasing the amount of CSO events. The project will also prepare Montague for the projected increase in annual precipitation.

The Selectboard appreciates the support from the Rural and Small Town Development Funds as it has presented a novel opportunity for modernizing the town's aging sewer system.

Sincerely,

---

Richard Kuklewicz  
Chairman of the Montague Selectboard



## **Avenue A CSO and Buffer Line Improvement Project**

### **DRAFT Grant Narrative 5/18/23**

#### Project Description

Montague recently completed a Combined Sewer Overflow Long Term Control Plan. The plan identified a single location in downtown Turners Falls that is responsible for a majority of overflow events that result in the discharge of untreated wastewater into the Connecticut River. The work location and the contributing wastewater is located in the Turners Falls Environmental justice census tract. Specifically the project involves the following elements identified in the plan: A) Raising the Avenue A CSO weir to allow more flow to enter the buffer line before a CSO occurs; B) Increasing the pipe size between Avenue A diversion and the buffer line diversion structures to allow flow to enter the buffer line more efficiently; and B) Adding an orifice plate (steel plate with a 12 to 15-inch diameter hole) to the 30-inch outlet of the buffer line inlet structure to maximize flow entering the buffer line.

#### Project Goals

The goal of this project is to protect the Connecticut River Watershed by reducing the amount of Combined Sewer Overflow events from the Montague sewer collection system. The outcomes will help bring an old mill town sewer system into regulatory compliance. It will save Montague Sewer ratepayers and local industry from bearing the brunt of the fines and ongoing compliance issues. It will allow Montague to continue to grow industry and housing without increasing the amount of CSO events. The project will also prepare Montague for the projected increase in annual precipitation.

#### Funding Request

It would cost \$55,000 to hire an engineer to develop bid-ready design plans which would include hydraulic modelling. A grant of \$500,000 would cover all engineering and anticipated construction costs. This is based on an written opinion from the town's engineer. The town could consider applying for design/engineering only if construction funds are not available.

#### Timeline Information

July 2024- Bidding

August 2024- Bid Award

Sep 2024- Notice to Proceed

Dec 2024- Substantial Completion

SUMMARY REPORT  
 RUN DATE:05/16/23 09:18 PM

	VOTES	PERCENT
PRECINCTS COUNTED (OF 6)	0	
REGISTERED VOTERS - TOTAL	0	
BALLOTS CAST - TOTAL	414	
BALLOTS CAST - BLANK	1	.24

SELECTBOARD		
(VOTE FOR) 1		
Matthew Lord	346	99.14
WRITE-IN.	3	.86

ASSESSOR		
(VOTE FOR) 1		
Rebecca Jane Sabelawski	238	59.95
Brendan L. Kuntz	22	5.54
Christopher C. Pinardi	102	25.69
Diane M. Sumrall	35	8.82
WRITE-IN.	0	

BOARD OF HEALTH		
(VOTE FOR) 1		
Michael M. Nelson	364	99.73
WRITE-IN.	1	.27

PUBLIC LIBRARY TRUSTEE 3yrs		
(VOTE FOR) 3		
Lydia Ievins	306	36.60
Miryam Vesset	284	33.97
David Detmold	243	29.07
WRITE-IN.	3	.36

PUBLIC LIBRARY TRUSTEE 1yr		
(VOTE FOR) 1		
Louisa Rachel Khettab	337	100.00
WRITE-IN.	0	

MONTAGUE HOUSING AUTHORITY		
(VOTE FOR) 1		
Karen M. Casey-Chretien	239	60.97
Linda N. Ackerman	129	32.91
Brendan L. Kuntz	24	6.12
WRITE-IN.	0	

PARKS & RECREATION COMMISSION		
(VOTE FOR) 1		
WRITE-IN.	46	100.00

TRUSTEE, SOLDIERS MEMORIAL (Veteran)		
(VOTE FOR) 1		
Lori Lee Adams	335	99.70
WRITE-IN.	1	.30

TRUSTEE, SOLDIERS MEMORIAL (Non-Veteran)		
(VOTE FOR) 1		
Christopher M. Boutwell	326	99.39
WRITE-IN.	2	.61

TOWN MEETING MEMBER Precinct 1		
Precinct 1 (Prec-0001)		
(VOTE FOR) 7		
Michael M. Nelson	112	12.60
Eileen M. Mariani	130	14.62
Savannah E. Emery	86	9.67
Mark E. Fisk	119	13.39
John Lawrence Reynolds	90	10.12
Matthew Lord	116	13.05
Sheree I. Bloomberg	103	11.59
William C. Quale	73	8.21
Christopher C. Pinardi	58	6.52
WRITE-IN.	2	.22

TOWN MEETING MEMBER Precinct 2		
Precinct 2 (Prec-0002)		
(VOTE FOR) 7		
Gretchen W. Wetherby	47	25.54
Joshua Douglas Lively	43	23.37
Francia E. Wisnewski	43	23.37
Matthew J. Atwood	43	23.37
WRITE-IN.	8	4.35

TOWN MEETING MEMBER 3yrs Precinct 3		
Precinct 3 (Prec-0003)		
(VOTE FOR) 7		
Jason S. Corey	48	31.79
Cheri Sue Ducharme	48	31.79
Jennifer Holmes	48	31.79
WRITE-IN.	7	4.64

TOWN MEETING MEMBER 2yrs Precinct 3		
Precinct 3 (Prec-0003)		
(VOTE FOR) 3		
WRITE-IN.	1	100.00

TOWN MEETING MEMBER 1yr Precinct 3		
Precinct 3 (Prec-0003)		
(VOTE FOR) 2		
WRITE-IN.	0	

TOWN MEETING MEMBER 3yrs Precinct 4		
Precinct 4 (Prec-0004)		
(VOTE FOR) 7		
Frederic Howard Bowman	47	30.13
Robert D. Pierce	49	31.41
Richard J. Kuklewicz	51	32.69
WRITE-IN.	9	5.77

VOTES PERCENT		
TOWN MEETING MEMBER 2yrs Precinct 4		
Precinct 4 (Prec-0004)		
(VOTE FOR) 1		
WRITE-IN. . . . .	4	100.00

TOWN MEETING MEMBER 3yrs Precinct 5		
Precinct 5 (Prec-0005)		
(VOTE FOR) 7		
Jeffrey C. Singleton. . . . .	24	16.55
M. Edite Cunha. . . . .	29	20.00
Natan M. Cohen. . . . .	28	19.31
Laurie J. Callahan . . . . .	29	20.00
John Frederick Nelson . . . . .	28	19.31
WRITE-IN. . . . .	7	4.83

TOWN MEETING MEMBER 1yr Precinct 5		
Precinct 5 (Prec-0005)		
(VOTE FOR) 1		
WRITE-IN. . . . .	7	100.00

TOWN MEETING MEMBER Precinct 6		
Precinct 6 (Prec-0006)		
(VOTE FOR) 7		
Leslie P. Brown . . . . .	22	15.17
Dorinda Bell-Upp . . . . .	20	13.79
Brian M. Smith. . . . .	18	12.41
Kenneth E. Trask . . . . .	20	13.79
Thomas Joseph Demers. . . . .	24	16.55
Denise A. Milkey . . . . .	20	13.79
Sarah Megan Jung . . . . .	21	14.48
WRITE-IN. . . . .	0	

Question 1		
(VOTE FOR) 1		
Yes . . . . .	227	59.42
No. . . . .	155	40.58

Question 2		
(VOTE FOR) 1		
Yes . . . . .	222	58.42
No. . . . .	158	41.58

GILL-MONTAGUE REG. SCH. DIST. SCH. COMM. (Gill) 3yrs		
(VOTE FOR) 1		
William C. Tomb . . . . .	303	100.00
WRITE-IN. . . . .	0	

GILL-MONTAGUE REG. SCH. DIST. SCH. COMM. (Gill) 1yr		
(VOTE FOR) 1		
Cristina Marie Marcalow. . . . .	283	99.65
WRITE-IN. . . . .	1	.35

VOTES PERCENT		
GILL-MONTAGUE REG. SCH. DIST. SCH. COMM. (Montague) 3yrs		
(VOTE FOR) 2		
John Frederick Irminger. . . . .	299	98.68
WRITE-IN. . . . .	4	1.32

GILL-MONTAGUE REG. SCH. DIST. SCH. COMM. (Montague) 2yrs		
(VOTE FOR) 1		
WRITE-IN. . . . .	26	100.00

GILL-MONTAGUE REG. SCH. DIST. SCH. COMM. (Montague) 1yr		
(VOTE FOR) 1		
WRITE-IN. . . . .	28	100.00



Office of the Selectboard  
Town of Montague  
One Avenue A  
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108  
FAX (413) 863-3231

May 12, 2023

Michele Duspiva  
U.S. Environmental Protection Agency – Region 1  
5 Post Office Square, Suite 100 (06-4)  
Boston, MA 02109-3912

Claire Golden  
Massachusetts Department of Environmental Protection  
150 Presidential Way  
Woburn, MA 01801

**Re: Comments Relative to the draft Montague Clean Water Facility and Combined Sewer Overflow NPDES Permit (MA0100137) and Draft NPDES Surface Water Discharge Permit: Montague Clean Water Facility (MA0100137)**

Dear Ms. Duspiva and Ms. Golden:

Thank you for the opportunity to comment on U.S. Environmental Protection Agency's (EPA) draft National Pollutant Discharge Elimination System (NPDES) permit number MA0100137 for the Montague Clean Water Facility (CWF) and the accompanying fact sheet (Draft Permit), which were noticed on March 30, 2023, and the Massachusetts Department of Environmental Protection's draft NPDES Surface Water Discharge Permit MA 0100137. The undersigned are submitting this feedback on behalf of the Town of Montague Selectboard, which also acts as its Sewer Commission, and is providing comments in accordance with 40 C.F.R. §124.13.

Respectfully submitted,

Chelsey Little, Superintendent  
Montague Clean Water Facility

Steven Ellis  
Montague Town Administrator

### Administrative Comment, Notice of Facility Name Change

Please note that the Montague Selectboard, acting as Sewer Commissioners, formally changed the name of the Montague Water Pollution Control Facility to the Montague Clean Water Facility, effective June 27<sup>th</sup>, 2022. We request that all references to the facility be revised to reflect this new name, which we believe better aligns with the mission of the operation.

### Major Storm and Flood Events Plan Requirements – Unfunded Mandates

The new Major Storm and Flood Plan requirement presents a substantial unfunded mandate presented by the draft permit and while there are detailed specifications, there is no model report referenced to establish clear expectations for these plans. Following review of the permit specifications, preliminary engineering estimates suggesting a cost in vicinity of \$200,000, which in the context of a very small enterprise fund such as Montague's Clean Water Facility's is a substantial sum that would prevent the Town from other immediately necessary capital and maintenance priorities, as described in our LTCP and capital plan for the operation.

These are real and substantial costs and there are no clear pathways to grant funding to support them, at least not on the implementation schedule defined by the permit. Additionally, it should be understood that the administrative leadership structure consists of a single superintendent, requiring greater reliance on external resources than might be the case in larger communities.

### Requested Adjustment to Schedule for Development of New Plans

The Town requests modification of the dates for compliance with these requirements. As noted above, these timelines offer little to no opportunity for the Town to successfully pursue grant funding for the project. Likewise, the schedule does not acknowledge the Town's need to gain approval for any major new appropriation through its Representative Town Meeting, which meets in October, February, and May. Only after a project is properly scoped, estimated, and appropriated for can the Town move forward with procurement of a vendor to conduct a study that will be at least several months in length.

- The Town does see the need to prioritize development of a Collection System Operations and Maintenance Plan. We propose to accelerate development of an Interim O&M plan within 18 months of license issuance, improving upon the 24-month timeline prescribed in Part 1.C.2(e3). This would not incorporate factors presented by the Major Storm and Flood Events Plan, whose schedule we propose to amend. An accelerated schedule for the O&M Plan is not possible if timelines for the Major Storm and Flood Event Plans are not relaxed.
- We request that the Facility and Collection System Major Storm and Flood Events Plans deadlines be changed from 12 months to 24 months. This would allow reasonable time for state and federal grant programs to align with the new permit requirements and for the Town to seek corresponding matching appropriations as may be required. Some potential grant programs will not open again until May 2024, with several months of delay before award announcements are made. Even in the absence of grant opportunities, an appropriation of this forecasted size is not easily obtainable and will require substantially more time.

- If the above conditions are accepted, we would request allowance to Update the Interim Collection System O&M Plan that considers the findings of the Major Storm and Flood Events Plans and to Submit that final revised version within 30 months of the effective date of the new permit.

### Storm and Flood Events Plan Requirements – Clarification Relative to Exemptions

The Town requests clarification of requirements and possible exemptions of these plans if specific assets, such as the treatment facility itself, are determined not to be in the 100 or 500-year flood plains. This should also consider situations in which a flood plain does not extend to the operational or buildable envelope of an asset.

This is highly relevant to Montague, where the treatment facility is situated high above the uppermost edge of a 500-year flood plain. It would be extremely irrelevant for the Town to proceed in planning for flooding when assets are not determined to be affected by such flooding events.

### Adsorbable Organic Fluorine Testing Requirements

The Town is concerned that monitoring of Adsorbable Organic Fluorine (AOF) is untested, and the data may not be reliable or meaningful. Although we understand a consensus study report is expected to be released in summer 2023, that deliverable, its final prescribed methods, costs, and reliability have not yet been finalized. Further, testing capacity does not yet exist, and EPA/DEP cannot assume the timeline on which laboratories will develop and implement the capacity to perform these tests.

Montague recently experienced the unavailability of local laboratories to support PFAS testing when it was enacted as a requirement for sludge/biosolids. Even with an approved method, the only available laboratory certified in the method was in California, thus exponentially increasing the cost of sampling with added overnight shipping and handling fees and inhibiting competition, further driving the prices up. It wasn't until several years after method approval that enough laboratories received certification in the method for use. The Town respectfully requests that this requirement be removed from the permit.

### Local Limits Study

Montague's influent has changed substantially since the last study was performed in 1998. There are no longer paper mills that discharge to the POTW, and other high loading industrial facilities have since moved into town. It is in the best interest of the facility to perform a study starting from scratch, as a simple update as requested in the draft permit would not suffice nor would it be accurate.

A study of this magnitude is estimated to cost in the vicinity of \$75,000 and presents yet another unfunded mandate. This study could potentially be completed with internal resources, but limited administrative capacity would still require an increased timeline. The Town requests that timelines for a local limits study be amended to reflect its completion within 24 months of the effective date of the new permit.

### Inclusion of Co-permittees in the draft NPDES permit

The draft permit includes the Town of Gill as a Co-permittee. The Town does not believe the Clean Water Act and EPA's NPDES program authorize EPA to include municipalities that do not discharge to waters of the U.S. as Co-permittees in the draft NPDES permit.

Further, the collection system and pump stations are already governed and regulated under M.G.L, 314 CMR 12.03 (5) stating, "A sewer system authority owning or operating a system of sewers shall prepare and maintain rules and regulations for sewer use that provide for the protection of the treatment works, the wastewater treatment facility, and the receiving waters..." thus having any Co-permittees an unnecessary redundancy. The inclusion of Co-permittees creates unacceptable liability risks for permittees and Co-permittees. The Town respectfully requests that EPA remove the Co-permittee requirements from the draft permit.

## REQUEST FOR QUOTES

### GROUND MAINTENANCE OF TOWN OWNED CEMETERIES

#### RFQ #: FY-23-58

The Town of Montague seeks quotes from qualified vendors to perform periodic mowing, string trimming and clean-up of seven (7) Town-owned cemeteries located throughout Montague, Massachusetts. The contract is to commence on July 1, 2023.

Questions about this RFQ must be submitted via email to [StevenE@montague-ma.gov](mailto:StevenE@montague-ma.gov) no later than **Tuesday, May 9, 2023 at 2:00pm.**

**Quotes must be received no later than Tuesday, May 16, 2023 at 2:00pm** and must be provided on the provided Bid Form, along with all other required information and forms. Responses are to be delivered in sealed envelopes labeled "Cemetery Maintenance Bid" and addressed to Steve Ellis, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376.

The Town of Montague reserves the right to accept or reject any or all bids, in total or in part, as they deem in their best interest. This solicitation is being undertaken per MGL Ch30B.

#### For the Town of Montague

Steve Ellis, Town Administrator, Chief Procurement Officer

Date: May 2, 2023

*The Town of Montague does not discriminate on the basis of race, color, origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities.*



## Background/Project Area

The Town of Montague Cemetery Commission is responsible for the maintenance and management of Town-owned cemeteries. This Request for Quotes (RFQ) pertains to the seasonal grounds maintenance requirements of seven (7) Town-owned cemeteries.<sup>1</sup> Note that parcel sizes presented generally represent the mow-able area, with the exception as noted being Highland Cemetery.

Vendors are strongly encouraged to visually inspect all of the locations when preparing their quote. Approximate cemetery locations are presented on a map on the following page.

- 1. Town Cemetery** (aka Poor Farm Cemetery), Millers Falls (parcel #34-0-058)
  - **.29 acre**
  - On Rt. 63 between Millers Falls and Montague Center
- 2. East Mineral Road Cemetery**, Millers Falls (parcel #25-0-15)
  - **.51 acre**
  - Off Millers Falls Road - ¼ mile from intersection on left side of the road
- 3. Highland Cemetery**, Millers Falls (parcel #28-0-13)
  - **4.3 acres lawn section (total acreage 7.3)**
  - Millers Falls Road, past the airport on the right if coming from Turners Falls
- 4. Old South Cemetery**, Montague Center (parcel #48-0-0025)
  - **1.54 acres**
  - Intersection of Old Stage Road and East Taylor Hill
- 5. Chestnut Hill Cemetery**, Montague (parcel #53-0-029)
  - **.39 acre**
  - West Chestnut Hill Road off North Leverett Road
- 6. Fairway Avenue Cemetery**, Montague City (parcel #13-0-088)
  - **.31 acre**
  - Off Walnut Street, left after apt. – ½ way up the hill on the left side
- 7. Burnham Cemetery**, Montague City (aka South High Street Cemetery or Old Colonial Cemetery), Montague City (parcel #13-0-034)
  - **.49 acre**
  - Off Turnpike Road – South High Street

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<sup>1</sup> Note that the Town's Dry Hill Cemetery is not included in this bid, nor are any other privately owned cemeteries.



## Town-owned Cemeteries

Montague, MA

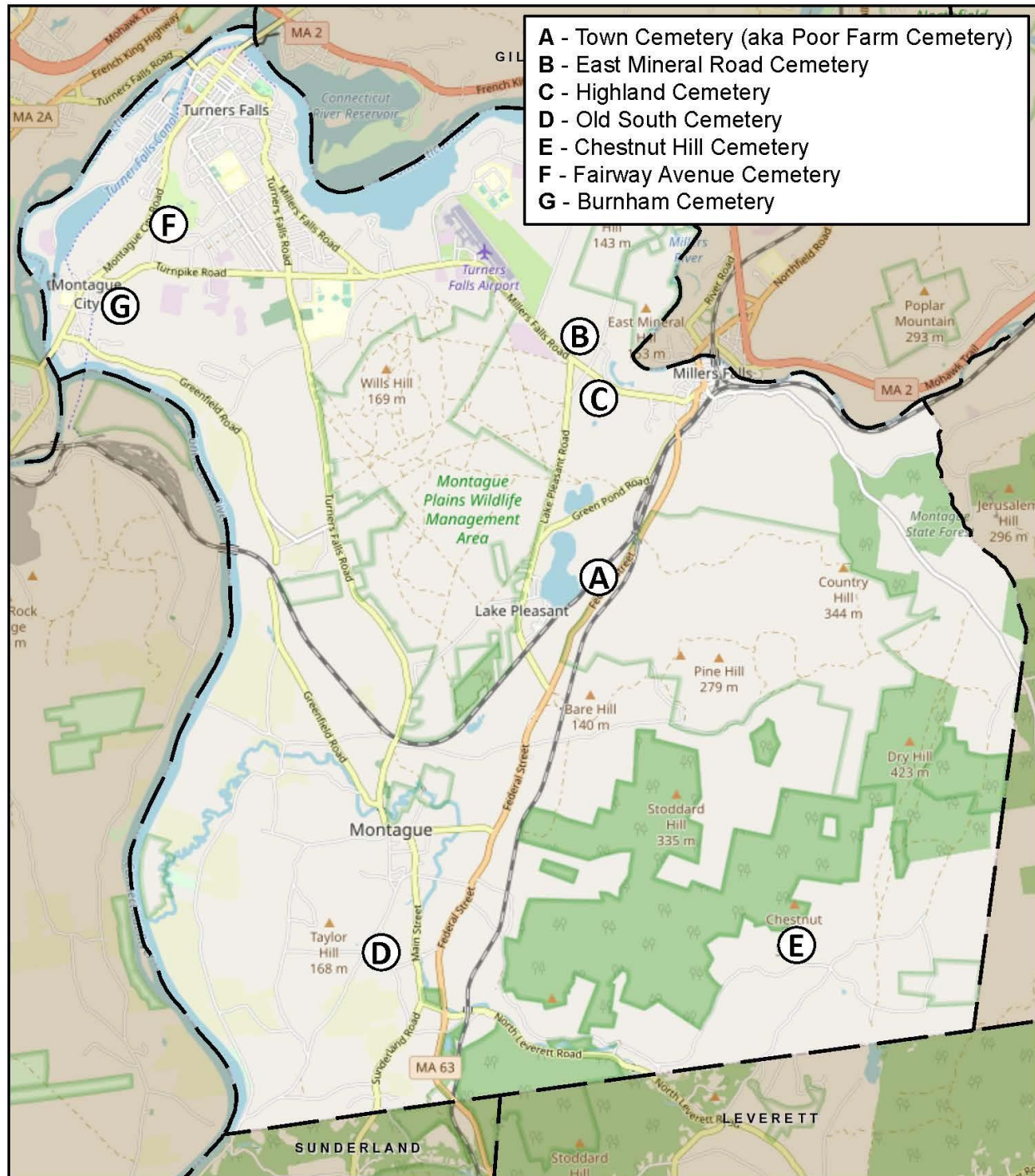
1 inch = 4800 Feet



April 19, 2023

0 4800 9600 14400

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

## Objectives and Scope of Work

Historically, Montague's Town-owned cemeteries have been lightly, but lovingly, maintained. This scope of work reflects that sensibility and is limited to the following activities, to occur at a frequency and schedule as described below.

### Maintenance Activity

- Mowing of grassy areas as per the schedule.
- Line trimming of walls, fences, structures, and headstones.
- Start and end of season clean-ups focused on clean up of woody debris, light raking as necessary, and autumn leaf removal.

*Note that this contract does not include fertilizing, mulching, weeding or shrub trimming.*

### Schedule of Work

The contract for this project will begin July 1, 2023 and run through June 30, 2026, subject to appropriation and renewal. Accordingly, the schedule below begins on July 1<sup>st</sup>. Mowing may occur on any day of the week. Six of the seven cemeteries are closed to burials, with Highland Cemetery being the one exception. In the event of a scheduled burial, the Cemetery Commission will contact the vendor to coordinate schedules and avoid any potential conflict with that event.

The number of times each service is to be performed for all services per month is denoted in parentheses. The Cemetery Commission and vendor may further specify or adjust schedules with mutual agreement subsequent to award.

#### July

- Mowing and line trimming (2)

#### August

- Mowing and line trimming (2)

#### September

- Mowing and line trimming (2)

#### October

- Mowing and line trimming (1)

#### November

- Fall clean up

#### April

- Spring clean up
- Mowing and line trimming (1)

#### May

- Mowing and line trimming (3), with one of the scheduled mows to occur during the week before Memorial Day

#### June

- Mowing and line trimming (3)

## **Bid Process and Vendor Requirements – READ CAREFULLY!**

### **Rule of Award**

In accordance with MGL c. 30B, the bid will be awarded to the responsive and responsible vendor meeting the requirements of the RFQ at the lowest total price for the three-year period for which quotes are received. The Town of Montague reserves the right to award this contract or to reject any or all bids as it may deem to be in the best interest of the Town.

### **Term of Contract**

The resulting contract will be for Fiscal Year 2024 (July 1, 2023 – June 30, 2024) and may be extended by mutual agreement for up to two (2) additional one (1)-year terms. All contractual commitments are subject to annual Town appropriation.

### **Required Insurance**

The successful bidder must provide proof of insurance annually with coverage in accordance with the terms described in the SAMPLE CONTRACT and must name the Town of Montague as additional insured.

### **Applicability of Prevailing Wage**

Previous determination has been made by the Massachusetts Department of Labor that the work contemplated under this bid would not be subject to prevailing wages UNLESS the Contractor utilizes equipment such as Tractors, Bucket Trucks, etc. Handwork, which includes the use of lawnmowers, for the types of work under this contract will not necessitate the payment of the Prevailing Wage.

For work for which Massachusetts Prevailing Wages are required per MGL Ch. 149, the appropriate wage schedule is attached to the bid specifications. Certified Payroll is to be submitted monthly to the Town's Selectboard's office at the same address as directed for Invoices. If the bidder is exempt from paying Prevailing Wage (as the owner/operator), the Town will require written attestation that only the owner/operator will perform work on the premises.

### **OSHA Certification**

Contractors will be required to certify that all employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request or with the first certified payroll, whichever is earlier.

### **Questions about this Bid**

Questions about this RFQ must be submitted to [StevenE@montague-ma.gov](mailto:StevenE@montague-ma.gov) via email to no later than Tuesday, May 9, 2023 at 2:00pm.


### **Bid Submission**

Submit one (1) copy of fully signed proposal materials in a sealed envelope labeled "Cemetery Maintenance Bid." Deliver to: Steve Ellis, Montague Town Hall, 1 Avenue A , Turners Falls MA 01376.

**Bids must be submitted by 2:00pm on Wednesday, May 16, 2023. Late bids cannot be accepted.**

## REQUIRED SUBMITTALS

### Checklist of Required Submittals:

- Price Quote Form
- References
- Non-Collusion Form
- Tax Compliance Form
- Certificate of Corporate Authority (if applicable)
- Sign Wherever You See 

Submit one (1) copy of your fully signed proposal materials in a sealed envelope labeled “Cemetery Maintenance Bid” and addressed to:

Steve Ellis  
Montague Town Hall  
Selectboard Office  
One Avenue A  
Turners Falls MA 01376

**Bids must be submitted by 2:00pm on Wednesday, May 16, 2023. Late bids cannot be accepted.**

## PRICE QUOTE FORM

TO: The Town of Montague

The undersigned certifies that he/she is an authorized signer of the Price Quote and that there are no known barriers to the execution and performance of a contract agreement with the Town of Montague. The undersigned acknowledges receipt of any Addenda to the original RFQ, if applicable, and certifies that this quote includes consideration thereof:

Addendum # 1, Date: 5/9/23, 2023 Addendum #     , Date:                 , 2023

The undersigned agrees that if the Proposer is awarded the contract pursuant to this solicitation, it will execute the contract within ten (10) business days of presentation of the contract by the Town of Montague. The undersigned acknowledges that the Town of Montague may accept or reject any and all quotes as it deems to be in the best interest of the public.

### ANNUAL COST FOR COMPLETION OF THIS PROJECT AS OUTLINED IN THE RFQ

Year 1 (July 1, 2023 – June 30, 2024): \$ 23,000.00

In words: Twenty three thousand dollars

Year 2 (July 1, 2024 – June 30, 2025): \$ 23,690.00

In words: Twenty three thousand six hundred ninety dollars

Year 3 (July 1, 2025 – June 30, 2026): \$ 24,401.00

In words: Twenty four thousand four hundred and 1 dollar

The fees represented are inclusive of all expenses including but not limited to labor, equipment, fuel, insurances, and other management of administrative expense.

Authorized Signature:  

Printed Name: Anthony Gleason II Title                     

Business Name: Gleason Johnson Landscaping

Address: 319 meadow st chichester MA

Phone /Direct Line: 413-588-8810

Email Address: anthony@gleasonjohnsonlandscaping.com

**Price Quote Form - Page 2.**

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

Federal Tax ID Number: 45 5041130

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

\*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ☐

\*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE ☐

\*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE ☐

## REFERENCES

Please list three references who can speak to your qualifications as defined in this RFQ. Public clients and cemetery clients, in particular, are preferred. Please make sure contact information is CURRENT. The Town of Montague reserves the right to contact these or other references as it may deem in its best interest.

1 City of Springfield  
Client (organization Name)

Pat Sullivan  
Contact Person

413 - 519 - 9361  
Phone Number

8 years  
Length of Service (years, months)

sites all over city  
Location of Work Site

Sullivan@springfieldcityhall.com  
Email

Description of Services:

2 WNEC  
Client (organization Name)

Dave Rosinski  
Contact Person

413 - 386 - 3781  
Phone Number

2 years  
Length of Service (years, months)

Campus  
Location of Work Site

david.rosinski@wne.edu  
Email

Description of Services:

3 Northland  
Client (organization Name)

Jennifer Stafford  
Contact Person

413 - 475 - 5131  
Phone Number

10 years  
Length of Service (years, months)

multiple apartment locations  
Location of Work Site

jstafford@northland.com  
Email

Description of Services:



## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of individual submitting proposal

Gleason Johnsen Landscaping

Name of Company

5/16/23

Date

## CERTIFICATE OF TAX COMPLIANCE

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A(b), I, Anthony Gleason II, authorized signatory for Gleason Johnsen, hereby certify, under the penalties of perjury, that said contractor complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature and Title of Authorized Company Officer

5/16/23

Date

# CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of Gleason Johnrow Landscaping Inc.  
(Name of Corporation)  
held on 12/30/22 it was VOTED that:  
(Date)

Anthony Gleason  
(Name)

Anthony Gleason  
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such Anthony Gleason under seal of the  
(Officer)  
company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: William M. M...

TITLE: President

PLACE OF BUSINESS: Chicopee MA

DATE OF THIS CERTIFICATE: 5/16/23

I hereby certify that I am the clerk of the GJL Corporation  
that Anthony Gleason is the duly elected President of said corporation, and  
that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this  
contract.

[Signature]  
(Clerk)

CORPORATE SEAL:



# Montague Cemetery RFQ Questions and Answers

Issued May 9, 2023

**1. Under what conditions would prevailing wage apply to work to be done under this contract?**

The Town does not anticipate prevailing wage to be required under this contract, unless the proposer would intend to use larger tractors with attachments for mowing purposes; such as a flail mower.

We anticipate all work can be accomplished using standard commercial riding mowers and hand carried tools and that prevailing wage would not be required. Note that a sole proprietor doing the work him or herself would in all cases be exempted from prevailing wage.

**2. Is there a place to dump leaves and debris?**

The Town of Montague operates a lawn and leaf dump on Sandy Lane in Turners Falls. While ordinarily limited to residents, the vendor can use it for the purposes of this contract. The lawn and leaf dump is open 7 days a week, dawn to dusk.

Larger sticks and brush collected during spring and fall clean-ups can also be disposed of at no cost at the Town's Transfer Station, which is immediately next to the lawn and leaf dump. This brush drop site is open Wednesdays 7:00 am to 1:00 pm and Saturdays 7:00 am – 2:30 pm. Other drop times can be arranged through contact with the Montague DPW on Monday – Thursday between 6am and 4pm.

**3. Per year services look like 14 mows and spring and fall cleanups?**

That is correct. The expected schedule is described in the RFQ and it includes a total of 14 mows of cemetery facilities, with a clean-up to be performed at the start and end of the season.

**4. Can you please provide me with the name/addresses of the 7 town Cemeteries?**

Location and lawn acreage for all cemeteries is presented on page 2 of the RFQ document. As cemeteries do not have street numbers, the parcel ID is presented along with the street name, and a town-wide locator map appears on page 3. A visit to the sites is recommended, but additional location information is available on the Town Assessors' GIS maps at <https://www.axisgis.com/montaguema/>. Simply cut and paste the parcel ID into the search field.

**5. Has there ever been or do you ever anticipate any fertilizer, weed control, insect control applications at any of the locations? If you do who has done them in the past? The town or a different vendor/company**

The Town has not historically applied fertilizers, weed control or insect control applications at these locations and is not requesting this service through this contract.

**6. Have these services ever been done by a vendor other than the town? If so, can I have a copy of the scope of work from last year or previous years.**

The Town has long-contracted with a local landscaper who had a deep commitment to the, but that individual is retiring from the role. There was no formal scope of work, but the present scope is generally modeled upon past work activities.

**7. Again if an outside vendor has performed the work, can you please provide me a copy of all bids including the winning bid.**

The Town did not previously place this job out to bid. The cost of services has remained under the threshold requiring formal procurement, which is expected to change with this contract award.

**SAMPLE CONTRACT**

*See Separate Attachment*

**PREVAILING WAGE REPORT**

*See Separate Attachment*

# **CEMETERY GROUNDS MAINTENANCE**

## **AGREEMENT FOR SERVICES**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Gleason Johndrow Landscaping, Inc. with an address of 319 Meadow Street, Chicopee, MA, hereinafter referred to as "Contractor", effective as of the 22nd day of May, 2023. 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 Montague Cemetery Grounds Maintenance, including the scope of services and conditions as set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing July 1, 2023 through June 30, 2024. By mutual agreement of the Town and the Contractor this contract may be extended for up to two (2) additional one (1) year periods, in accordance with the terms and conditions described in Attachment A.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 for the initial contract period above the contract sum of \$23,000 for the initial one-year term of the contract. 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.

Town of Montague – Cemetery Grounds Maintenance Contract

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 \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual 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. These certificates will be updated and submitted annually.

**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)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

Approved as to Availability of Funds:

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

(\$\_\_\_\_\_)  
Contract Sum

## PRICE QUOTE FORM

TO: The Town of Montague

The undersigned certifies that he/she is an authorized signer of the Price Quote and that there are no known barriers to the execution and performance of a contract agreement with the Town of Montague. The undersigned acknowledges receipt of any Addenda to the original RFQ, if applicable, and certifies that this quote includes consideration thereof:

Addendum # 1, Date: 5/9/23, 2023 Addendum #     , Date:                 , 2023

The undersigned agrees that if the Proposer is awarded the contract pursuant to this solicitation, it will execute the contract within ten (10) business days of presentation of the contract by the Town of Montague. The undersigned acknowledges that the Town of Montague may accept or reject any and all quotes as it deems to be in the best interest of the public.

### ANNUAL COST FOR COMPLETION OF THIS PROJECT AS OUTLINED IN THE RFQ

Year 1 (July 1, 2023 – June 30, 2024): \$ 23,000.00

In words: Twenty three thousand dollars

Year 2 (July 1, 2024 – June 30, 2025): \$ 23,690.00

In words: Twenty three thousand six hundred ninety dollars

Year 3 (July 1, 2025 – June 30, 2026): \$ 24,401.00

In words: Twenty four thousand four hundred and 1 dollar

The fees represented are inclusive of all expenses including but not limited to labor, equipment, fuel, insurances, and other management of administrative expense.

Authorized Signature:  

Printed Name: Anthony Gleason II Title                     

Business Name: Gleason Johnson Landscaping

Address: 319 meadow st chichester ms

Phone /Direct Line: 413-588-8810

Email Address: anthony@gleasonjohnsonlandscaping.com

## Background/Project Area

The Town of Montague Cemetery Commission is responsible for the maintenance and management of Town-owned cemeteries. This Request for Quotes (RFQ) pertains to the seasonal grounds maintenance requirements of seven (7) Town-owned cemeteries.<sup>1</sup> Note that parcel sizes presented generally represent the mow-able area, with the exception as noted being Highland Cemetery.

Vendors are strongly encouraged to visually inspect all of the locations when preparing their quote. Approximate cemetery locations are presented on a map on the following page.

1. **Town Cemetery** (aka Poor Farm Cemetery), Millers Falls (parcel #34-0-058)
  - **.29 acre**
  - On Rt. 63 between Millers Falls and Montague Center
2. **East Mineral Road Cemetery**, Millers Falls (parcel #25-0-15)
  - **.51 acre**
  - Off Millers Falls Road - ¼ mile from intersection on left side of the road
3. **Highland Cemetery**, Millers Falls (parcel #28-0-13)
  - **4.3 acres lawn section (total acreage 7.3)**
  - Millers Falls Road, past the airport on the right if coming from Turners Falls
4. **Old South Cemetery**, Montague Center (parcel #48-0-0025)
  - **1.54 acres**
  - Intersection of Old Stage Road and East Taylor Hill
5. **Chestnut Hill Cemetery**, Montague (parcel #53-0-029)
  - **.39 acre**
  - West Chestnut Hill Road off North Leverett Road
6. **Fairway Avenue Cemetery**, Montague City (parcel #13-0-088)
  - **.31 acre**
  - Off Walnut Street, left after apt. – ½ way up the hill on the left side
7. **Burnham Cemetery**, Montague City (aka South High Street Cemetery or Old Colonial Cemetery), Montague City (parcel #13-0-034)
  - **.49 acre**
  - Off Turnpike Road – South High Street

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<sup>1</sup> Note that the Town's Dry Hill Cemetery is not included in this bid, nor are any other privately owned cemeteries.



## Town-owned Cemeteries

Montague, MA

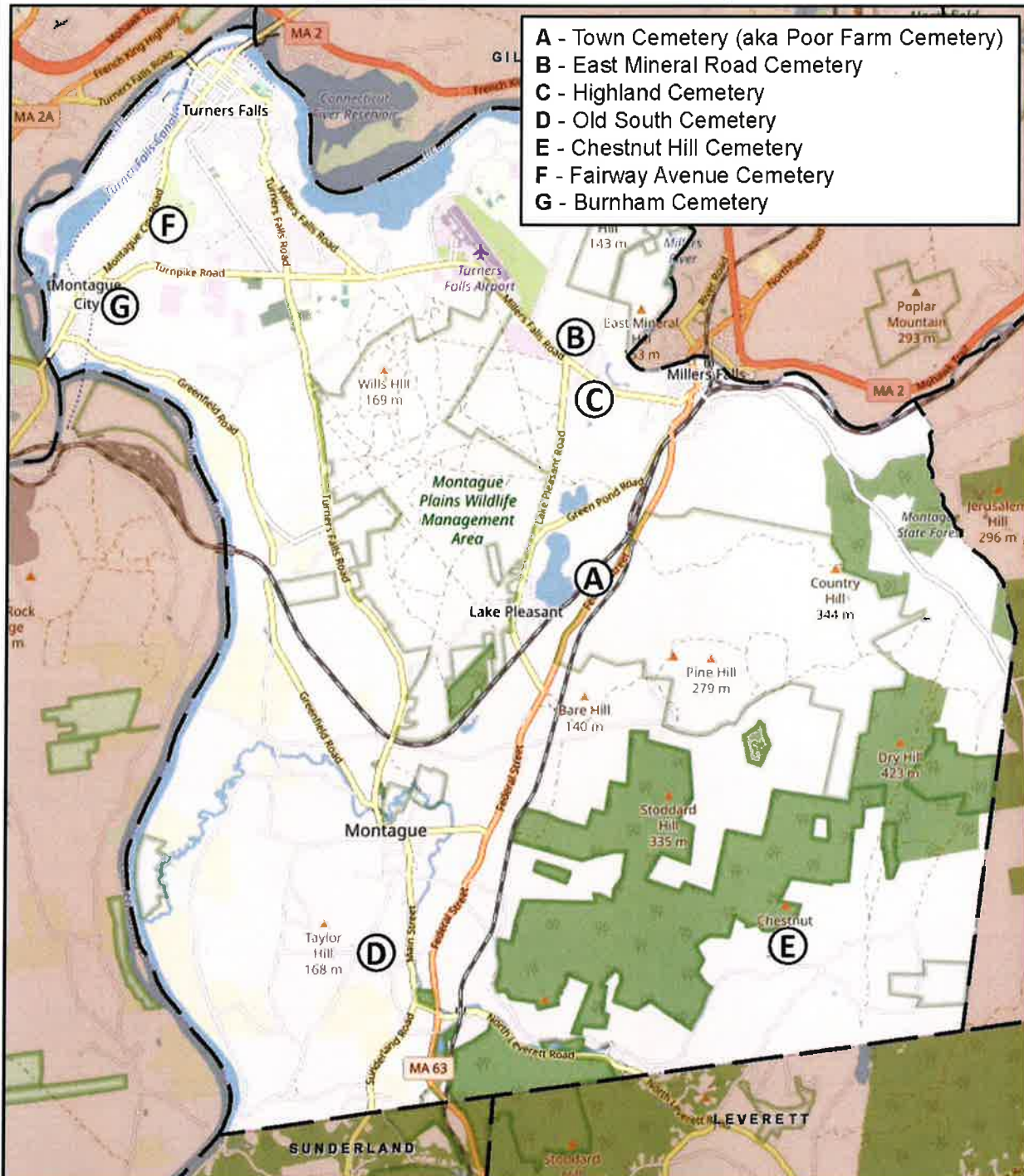


April 19, 2023

1 inch = 4800 Feet

0 4800 9600 14400

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





ESTABLISHED 1975

## Town of Montague, Massachusetts

### *RFP- Municipal Solid Waste and Recycling Services- Pricing Proposal*

May 9, 2023

**APPENDIX III**  
**TOWN OF MONTAGUE, MASSACHUSETTS**  
**PRICE PROPOSAL SUBMISSION FORM**

**WEEKLY SOLID WASTE/RECYCLING COLLECTION**

**\*\* Pricing includes dumpster collection at the DPW**

The following prices shall include all costs, use of equipment, labor, all indirect and direct expenses associated with providing Municipal Solid Waste and Recyclable Materials collection as detailed in the attached specification.

Company Name: *(please print)* Casella Waste Management of Massachusetts, Inc.

**JULY 1, 2024 – JUNE 30, 2027**

Year 1 – July 1, 2024-June 30, 2025: \$ 538,090.00 collection cost per year

% of collection cost for transportation fuel: 10.4 %

Year 1 – July 1, 2024-June 30, 2025: \$ 107.73 trash disposal cost per ton

Year 2 – July 1, 2025-June 30, 2026: \$ 557,563.00 collection cost per year

% of collection cost for transportation fuel: 10.4 %

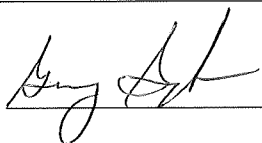
Year 2 – July 1, 2025-June 30, 2026: \$ 112.04 trash disposal cost per ton

Year 3 - July 1, 2026-June 30, 2027: \$ 577,737.00 collection cost per year

% of collection cost for transportation fuel: 10.4 %

Year 3 – July 1, 2026-June 30, 2027: \$ 116.52 trash disposal cost per ton

Name of Officer: Gerry Galena, Market Area Manager & Duly Authorized Agent

Signature of Officer:  Date: 05/07/2023

**APPENDIX III**  
**TOWN OF MONTAGUE, MASSACHUSETTS**  
**PRICE PROPOSAL SUBMISSION FORM**

**WEEKLY SOLID WASTE/RECYCLING COLLECTION**

**\*\* Pricing includes dumpster collection at the DPW**

The following prices shall include all costs, use of equipment, labor, all indirect and direct expenses associated with providing Municipal Solid Waste and Recyclable Materials collection as detailed in the attached specification.

Company Name: *(please print)* Allied Waste Services of MA d/b/a Republic Services of Chicopee

**JULY 1, 2024 – JUNE 30, 2027**

Year 1 – July 1, 2024-June 30, 2025: \$ 445,000 collection cost per year

% of collection cost for transportation fuel: 8.6 %

Year 1 – July 1, 2024-June 30, 2025: \$ 109 trash disposal cost per ton

Year 2 – July 1, 2025-June 30, 2026: \$ 471,700 collection cost per year

% of collection cost for transportation fuel: 8.6 %

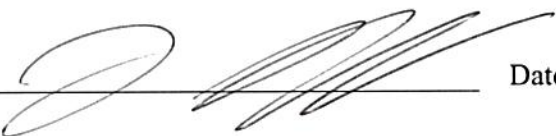
Year 2 – July 1, 2025-June 30, 2026: \$ 115.54 trash disposal cost per ton

Year 3 - July 1, 2026-June 30, 2027: \$ 500,002 collection cost per year

% of collection cost for transportation fuel: 8.6 %

Year 3 – July 1, 2026-June 30, 2027: \$ 122.47 trash disposal cost per ton

Name of Officer: John Williams, General Manager

Signature of Officer:  Date: 5/8/23

### Preliminary Analysis of Curbside Trash Recycling Cost to Sticker Revenue

	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23 to May4
<b>Receipts</b>											
Trash Stickers	16,848	17,402	18,668	19,022	19,061	20,651	23,166	24,076	25,935	30,438	26,598
Barrel Stickers	180,796	183,919	181,190	187,082	182,627	192,350	187,868	206,741	232,470	225,029	171,353
Tipping/Recycle Center (MRF)	31,094	32,401	35,020	36,470	35,788	36,707	37,470	46,090	56,295	53,679	39,721
Sale of Recyclables	3,103	624	4,871	3,493	2,796	11,761	7,726	4,086	7,815	7,970	4,477
Recycling Bins	284	259	838	195	195	340	215	585	20		
FSWMD for MRF	20,000		14,230	8,154	5,320	5,372	399	2,167			
Recycling Rebates										9,495	869
Total Revenue	252,125	234,605	254,817	254,415	245,786	267,181	256,843	283,744	322,535	326,610	243,017
<b>Expenses</b>											
Wages	17,221	16,489	17,402	18,127	12,906	10,629	11,600	13,821	10,749	11,246	10,708
Solid Waste Removal	279,470	283,691	236,051	268,196	267,920	282,465	287,843	218,312	227,998	237,300	195,417
Recycling Removal	90,977	91,840	107,167	94,196	100,476	101,143	109,405	110,168	103,950	97,045	79,973
Bulky Waste Removal	18,401	19,115	26,908	22,310	17,300	21,473	30,257	38,225	46,886	52,539	27,605
Household Haz Waste	3,302	2,618	3,665	4,660	4,331	4,550	4,532	4,905	4,337	3,573	3,574
Landfill Monitoring	12,532	12,691	12,756	12,700	13,099	13,527	13,542	16,234	16,245	18,983	5,192
Tipping Fees								108,925	139,194	122,880	83,883
NonRepublic Recycling										11,716	36,596
Recycle Ctr Permit/Insp				6,910	195	400	150	400	150	175	175
Other Exp					1,117	160			219	305	1,618
Office Supplies/Stickers	7,536	4,636	4,882	5,985	6,736	6,956	818	6,907	14,565	9,584	513
Total Exp	429,439	431,080	408,831	433,085	424,080	441,303	458,148	517,898	564,292	565,345	445,254
Net Loss	(177,314)	(196,474)	(154,014)	(178,670)	(178,294)	(174,122)	(201,305)	(234,155)	(241,758)	(238,735)	(202,237)
% of total costs covered	58.71%	54.42%	62.33%	58.74%	57.96%	60.54%	56.06%	54.79%	57.16%	57.77%	54.58%
<b>Cost Recovery</b>											
All Sticker Revenue	197,644.40	201,321.37	199,857.79	206,103.50	201,687.70	213,001.10	211,033.70	230,816.50	258,404.80	255,466.35	197,950.60
All Pickup & Disposal Fees	370,446.53	375,531.42	343,217.59	362,392.24	368,396.23	383,608.20	397,248.40	437,405.23	471,142.03	457,224.52	359,273.47
Uncovered Cost (\$)	172,802.13	174,210.05	143,359.80	156,288.74	166,708.53	170,607.10	186,214.70	206,588.73	212,737.23	201,758.17	161,322.87
% Cost Uncovered	46.6%	46.4%	41.8%	43.1%	45.3%	44.5%	46.9%	47.2%	45.2%	44.1%	44.9%