

**AGENDA**  
**SELECT BOARD**  
**Select Board's Conference Room**  
**July 22, 2025**  
**5:30 p.m.**

**RECEIVED**  
**TOWN CLERK'S OFFICE**  
**2025 JUL 18 A 10:34**

*Pursuant to MGL Chapter 30A, section 20(f), after notifying the Select Board chair, any person may record the open session of this Select Board meeting, subject to reasonable requirements of the chair. This meeting is being recorded by Ludlow Community Television. If anyone else is recording, please identify yourself now.*

**I. 5:30 p.m. - CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**II. 5:30 – 5:45 P.M. – PUBLIC COMMENT**

**III. VISITATIONS**

5:45 p.m. – Joe Alves & Board of Assessors – To discuss billing practices and FY26 tax classification hearing target dates.

6:00 p.m. – David Kelsen – Firefighter/Paramedic Interview

6:15 p.m. – Krysta Downs – Firefighter/Paramedic Interview

7:00 p.m. – Brittany Beaumier – Project Coordinator Candidate Interview

**IV. CORRSEPENDENCE**

138. Letter from Bill Rosenblum – requesting to have the soccer field renamed as Antonio ‘Tony’ Goncalves Field in memory of our Selectman and Mr. Tiano’s response to the request.

139. Letter from Elaine Hodgman – requesting a new kennel for the Animal Control Officer.

140. Letter from Eversource – informing the Board that the Department of Public Utilities (DPU) approved an approximate increase of 4% to 9% to rates for the delivery portion of electric bills.

141. Letter from Eversource – informing the Board that they, along with their construction contractors will begin work at Orchard Substation, located at 50 Main Street, Indian Orchard in August 2025.

142. Chief Dan Valadas, Police Department – requesting a Civil Service list to fill two vacancies prior to the next academy.

**V. UNFINISHED BUSINESS**

Board to approve and sign the Selectmen Meeting Minutes of June 24, 2025

Board to sign two copies of the agreement between the Town of Ludlow and Ludlow Board of Health Nurses Association.

RECEIVED  
TOWN CLERK'S OFFICE

Board to discuss and possibly vote to accept draft Strategic Planning Committee bylaw to be included in October Town Meeting warrant (tabled from June 24).

2025 JUL 18 A 10:34  
TOWN OF LUDLOW

Board to discuss and possibly vote to adopt a Community Use of Open Spaces Policy (tabled from June 24).

Board to sign the Licensing Authority Certification for Jai Umiya Ma, Inc. dba Ludlow Shell Convenience Plus. (Approved on 7/8/25)

Board to discuss and possibly approve changes to Budget Advisory Committee Charge & Charter. (tabled from 7/8/25)

**VI. NEW BUSINESS**

Board to approve and sign the following Gravel Bank Permits: Banas Sand & Gravel, Chenier's Gravel Bank, Inc., Caracas Construction Corp., Ludlow Fish & Game Club, Inc., Nawrocki Construction, Inc., Daniel's Gravel Bank, LLC, Ray Haluch, Inc., Ginmar Enterprises, Inc., and Scantic Lands, LLC. All have been inspected by the DPW and approved as stated on the paperwork attached.

Board to review and possibly approve \$9,950 in Building Infrastructure funds for the Public Safety HVAC cleaning.

Board to sign Cain's Mechanical contract for the FY26 DPW Annual Bid.

Board to discuss & possibly vote to submit a letter of support for expanding the Springfield Water & Sewer Commission Board of Directors.

**VII. BOARD UPDATES/MISC.**

Chairman to approve and sign all bills, warrants and abatements. A record of all warrants is in the Select Board's office for perusal until provided to the Town Accountant's office

**Event Calendar:**

Sunday, July 20 – Kitchen Jam Live and Madd Eatz food truck at the Summer Concert Series – 6:00 p.m.  
– Mack Donnelly Gazebo

**Visitations for the next meeting on August 5, 2025:**

Mike Kennedy, Center for Living & Working, Inc. – Presentation of the Town's ADA Self-Evaluation and Transition Plan @ 6 pm.

*Not all topics listed in this notice may actually be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice.*

#138

**Sharon LaDuke**

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**From:** Frank Tiano <f\_tiano@ludlowps.org>  
**Sent:** Wednesday, July 9, 2025 10:30 AM  
**To:** pgapro05@gmail.com  
**Cc:** Marc Strange; Select Board; Tim Brillo  
**Subject:** Re: Naming of LHS soccer field

You don't often get email from f\_tiano@ludlowps.org. [Learn why this is important](#)

Hi Bill,

Thank you for reaching out regarding your idea about Tony. I agree with you in that during the short time that I had the pleasure of knowing Tony, he was all about, and fully committed, to our town. I have not had the chance to review policies regarding naming facilities, but I will share your proposal with the school committee.

Thank you again for reaching out. I hope you and your family have a great summer!

Frank

On Wed, Jul 2, 2025 at 9:14 AM Bill Rosenblum <pgapro05@gmail.com> wrote:  
Good morning Dr. Tiano,

Bill Rosenblum here. Hope the school year was a success and hope you're getting some well needed R&R before the new school year.

I'm writing as a selectboard member, citizen but more so as a good friend to a person that was a tremendous loss to the town of Ludlow, Tony Goncalves.

Tony gave more than anyone can imagine to this town, as a selectboard member but more as a neighbor and friend, and his love for it was apparent by his license plate, LUDLOW. He also, through Ideal, sponsored many youth soccer teams through the years by sponsoring their jerseys and also the jackets for our state champion boy's teams.

Because of his impact on the town of Ludlow and its youth, I would like to propose naming the soccer field in his honor, Anthony 'Tony' Goncalves Field. This would allow over time the ability to have other names for football, baseball, track/field and the complex as a whole that are warranted.

I hope your office and the school committee take this under consideration as this is dear to my heart.

Thank you for your consideration,

Bill Rosenblum  
43 Green Street

#139

**Sharon LaDuke**

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**From:** Elaine Hodgman <elainehodgman@aol.com>  
**Sent:** Monday, July 14, 2025 4:25 PM  
**To:** Select Board  
**Subject:** Animal Control Kennel

You don't often get email from elainehodgman@aol.com. [Learn why this is important](#)

Hi,  
Our Animal Control Officer, Octavia Anderson, is doing a great job and I feel she needs our help and support to continue that great job, which she has proven.  
She is constantly on the go and sharing a Kennel with Wilbraham is not good use of her time. She has made it work, but not without it's challenges.  
It's time for the town to be proactive and provide her the proper tools she needs to do her job more efficiently.

Providing a Kennel, as one of those tools, and it would also show her that we appreciate all she does for us!  
I would like to know if the town has any plans providing a Kennel, which would show our support, and help her be able to continue the great job she does.

Thank you,  
Elaine Hodgman

#140

**Sharon LaDuke**

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**From:** Laduke, Daniel M <daniel.laduke@eversource.com>  
**Sent:** Monday, July 14, 2025 2:36 PM  
**Subject:** Adjustments to Delivery Costs Effective July 1  
**Attachments:** Approved Rate Change Effective 07.01.2025.xlsx

Dear Valued Customer,

We wanted to inform you that the Department of Public Utilities (DPU) has approved an approximate 4% to 9% increase to rates within the delivery portion of your bill, effective July 1. Bill impacts will vary and are based on your business' rate class and your usage. These new rates will be effective through June 30, 2026.

**What you need to know:**

This is the result of the Energy Efficiency rate changing, which falls under the delivery portion of your bill. This rate is adjusted annually to recover investments in energy efficiency programs and services.

*Please reference the attached spreadsheet for the rate change by line item.*

**Ways to Manage Your Bill**

We're committed to helping you find ways to use less and keep your energy bills reasonable.

- Review energy-saving tips, rebates on energy-saving products and learn about facility assessment options to help lower your energy use.
- All customers are eligible for flexible payment plans.
- You can choose to purchase energy from a competitive energy supplier. Compare energy rates and choose one that best fits your needs.

For more information on this rate change or ways to manage your bill, please contact me directly.

Sincerely,

Dan

**Daniel LaDuke**  
Senior Account Executive  
Eversource Energy

Phone: 413-787-9515 | Cell: 413-348-5777

**Emergencies & Power Interruptions Call: 877-659-6326**

**EMA & WMA**

**Approved Rates Effective July 1, 2025**

**Small C&I**

	old	new		
	Current Rate	approved Rate	Change \$	Change %
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%

Small C&I Rate Classes: G-1, T-1, G-4, G-5, G-6, G-7, 23, 24

**Medium C&I**

	Current Rate	approved Rate	Change	
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%

Medium C&I Rate Classes: G-2, T-4, EV-2

**Large C&I**

	Current Rate	approved Rate	Change	
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%

Large C&I Rate Classes: G-3, T-5

#141



300 Cadwell Drive  
Attn: Project Services  
Springfield, MA 01104

## Orchard 27A Breaker Replacement

July 2025

Dear Neighbor,

As part of our everyday effort to deliver reliable energy to our customers and communities, Eversource Energy ("Eversource") and its construction contractors will soon begin work at Orchard Substation, located at 50 Main St Indian Orchard, MA. Construction crews will be working to replace substation circuit breakers located within the substation fence. The existing circuit breakers have been in service for nearly 40 years and are reaching the end of expected service life. Upgrading infrastructure is one of the many ways Eversource supports the safe and secure transmission of electricity throughout the region.

### What You Can Expect

First, we want you to know that this work will not interrupt the electrical service to your property and all people working in the field will carry proper identification.

### Construction Overview:

- Replace existing circuit breakers
- Demolish existing concrete foundations and pour new, larger concrete foundations to accommodate upgraded equipment
- Connect and test the newly installed circuit breakers

Construction at the substation is expected to begin in August 2025. You may notice increased truck traffic and associated noise in the area during the Project. The hours for construction will typically be 7 a.m. to 7 p.m., Monday through Saturday. Due to weather or other unexpected circumstances, sometimes the crews may need to work longer hours or on a Sunday. All upgrades are anticipated to be completed by Winter 2025.

### Our Commitment to You

Keeping the lines of communication open is important to us. If you have any questions, please call our Projects hotline at **1-833-836-0302** or send an e-mail to [ProjectInfoMA@eversource.com](mailto:ProjectInfoMA@eversource.com).

Thank you.

Sincerely,

*Greg Estra*

Greg Estra  
Project Manager for Eversource Energy

## Reemplazo de interruptores en Orchard 27A

Julio de 2025

Estimado vecino:

Como parte de nuestro esfuerzo diario para brindar energía confiable a nuestros clientes y comunidades, Eversource Energy ("Eversource") y sus contratistas de construcción comenzarán a trabajar en breve en la subestación Orchard, ubicada en Main St Indian Orchard, MA. Los equipos de construcción trabajarán en el reemplazo de los interruptores de la subestación que se encuentran en la cerca de la subestación. Los interruptores actuales han estado en funcionamiento por casi 40 años y están llegando al fin de su vida útil esperada. La mejora de la infraestructura es una de las muchas maneras en las que Eversource apoya la transmisión segura de la electricidad en toda la región.

### Lo que puede esperar

En primer lugar, queremos que sepa que esta obra no interrumpirá el servicio eléctrico de su propiedad y que todas las personas trabajando en la obra estarán debidamente identificadas.

### Resumen de la construcción:

- Reemplazo de los interruptores existentes.
- Demolición de las bases de concreto existentes y vertido de nuevas bases de concreto más grandes para alojar los equipos mejorados.
- Conexión y prueba de los nuevos interruptores instalados.

Se espera que la construcción en la subestación inicie en agosto de 2025. Es posible que note más tráfico de camiones y ruido asociado en el área durante el proyecto. El horario de construcción será normalmente de 7 a. m. a 7 p. m. de lunes a sábado. Debido a condiciones climáticas o circunstancias inesperadas, en ocasiones, los equipos necesitarán trabajar más horas o los domingos. Se espera terminar todas las mejoras antes del invierno de 2025.

### Nuestro compromiso con usted

Mantener los canales de comunicación abiertos es importante para nosotros. Si tiene alguna pregunta, llame a nuestra línea directa de proyectos al [1-833-836-0302](tel:1-833-836-0302) o envíe un correo electrónico a [ProjectInfoMA@eversource.com](mailto:ProjectInfoMA@eversource.com).

Gracias.

Atentamente,

*Greg Estra*

Greg Estra  
Gerente de proyectos de Eversource Energy



**EMA & WMA**  
**Approved Rates Effective July 1, 2025**

<b>Small C&amp;I</b>	old	new		
	Current Rate	approved Rate	Change \$	Change %
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%
Small C&I Rate Classes: G-1, T-1, G-4, G-5, G-6, G-7, 23, 24				

<b>Medium C&amp;I</b>	Current Rate	approved Rate	Change	
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%
Medium C&I Rate Classes: G-2, T-4, EV-2				

<b>Large C&amp;I</b>	Current Rate	approved Rate	Change	
Energy Efficiency	\$ (0.00563)	\$ 0.01072	\$ 0.01635	290%
Energy Efficiency (CLC)	\$ 0.03473	\$ 0.02666	\$(0.00807)	-23%
Large C&I Rate Classes: G-3, T-5				

**Sharon LaDuke**

#142

**From:** Carrie Ribeiro  
**Sent:** Friday, July 18, 2025 8:33 AM  
**To:** Sharon LaDuke  
**Cc:** Marc Strange  
**Subject:** FW: Police Officer Vacancies

Good morning-

Can we get this on the agenda for Tuesday?

Chief Valades requesting to call for a civil service list to fill two vacancies. (Something like that)

Thank you,  
Carrie

**From:** D Valadas <dvaladas@Ludlowpolice.com>  
**Sent:** Wednesday, July 16, 2025 9:23 AM  
**To:** Carrie Ribeiro <cribeiro@ludlow.ma.us>  
**Cc:** L Halpin <lhalpin@Ludlow.ma.us>; D Irwin <dirwin@ludlowpolice.com>; D Kornacki <dkornacki@ludlowpolice.com>; M Brennan <Mbrennan@ludlowpolice.com>; S Knox <sknox@Ludlowpolice.com>  
**Subject:** RE: Police Officer Vacancies

Yes, that is correct, 2 current vacancies.

Thank you, Carrie. Lt. Brennan can call for future lists after the Select Board fills the ranks above (Chief, Lt, Sgt) at the end creating one more police officer vacancy but probably later this year or early next year. We're just trying to get ready for the posting of the next Holyoke Academy Class. Holyoke ROC 5 started on July 7<sup>th</sup>.

V/r,

Chief DV

**From:** Carrie Ribeiro <cribeiro@ludlow.ma.us>  
**Sent:** Wednesday, July 16, 2025 7:29 AM  
**To:** D Valadas <dvaladas@Ludlowpolice.com>  
**Cc:** L Halpin <lhalpin@Ludlow.ma.us>; David Irwin <dirwin@ludlowpolice.com>; D Kornacki <dkornacki@Ludlowpolice.com>; Michael Brennan <mbrennan@Ludlowpolice.com>; S Knox <sknox@Ludlowpolice.com>  
**Subject:** Re: Police Officer Vacancies

Hi Chief-

Yes, we will get that done this week for you. You are looking to fill two vacancies, correct?

I will also forward your request to the Selectboard so they are aware we are calling for a list.

Have a great day!

Carrie

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**From:** D Valadas <[dvaladas@Ludlowpolice.com](mailto:dvaladas@Ludlowpolice.com)>

**Sent:** Tuesday, July 15, 2025 4:14:45 PM

**To:** Carrie Ribeiro <[cribeiro@ludlow.ma.us](mailto:cribeiro@ludlow.ma.us)>

**Cc:** L Halpin <[lhalpin@Ludlow.ma.us](mailto:lhalpin@Ludlow.ma.us)>; D Irwin <[dirwin@ludlowpolice.com](mailto:dirwin@ludlowpolice.com)>; D Kornacki <[dkornacki@ludlowpolice.com](mailto:dkornacki@ludlowpolice.com)>;  
M Brennan <[Mbrennan@ludlowpolice.com](mailto:Mbrennan@ludlowpolice.com)>; S Knox <[sknox@Ludlowpolice.com](mailto:sknox@Ludlowpolice.com)>

**Subject:** Police Officer Vacancies

Good afternoon, Carrie,

Can we request that active Civil Service notifications go out to police officer candidates 1-100? I have a Special Police Officer that is interested but is higher up the list, he believes around #80. I'm not anticipating that more than ten or so would sign. We're trying to get a look at who we must choose from.

The PD would like to possibly have interviews in September to get the two candidates in for the next Holyoke Academy possibly in the middle of the winter.

V/r,

Chief Valadas

The Meeting of the Selectboard held on Tuesday, June 24, 2025, began at 5:30 p.m. in the Selectboard's Conference Room.

Members Present: Anthony Alves, James Gennette, William Rosenblum and Manuel Silva.

First Order of Business: The Pledge of Allegiance.

### **VISITATIONS:**

5:35 p.m. – Police Chief Valadas – Notice of retirement

Chief Valadas stated that this was a tough decision for him, but he is very proud to be a police officer and chief for the town of Ludlow. He wants to spend more time with his family now. He has been with the Police Department for 32 years and that is a full career in law enforcement. He also stated that his graduating class from the police academy was 43 and there are only 6 currently working. He wanted to give at least two months' notice because it's not easy to find people. He also wants to remain a special police officer for as long as he can. He wants to continue to help the police department and the community. They don't have any issues with conduct and other issues like some other departments, which is good. After tonight, there will be two officer vacancies for patrolmen. The town has an active Sergeant's list and then they will need a Lieutenants list after the Chief's position is filled. The Sergeant's and Lieutenant's that the town currently has, are all great and would do anything for Ludlow. The department currently has 12 supervisors and 32 patrolmen, so they are in good shape.

Mr. Rosenblum stated that hiring a Chief was the first big thing he had to do as a Selectmen, and he was very nervous about it. After all of the interviews, he knew Dan Valadas was the Chief for Ludlow. He stated that Ludlow's emergency departments are the best around and that's a testament to the leadership.

Mr. Gennette stated that Chief Valadas is the only Chief that he has been a Selectmen with. He is thankful for everything the Chief has done for the community and wishes him the best of luck.

Mr. Alves congratulated Chief Valadas on a great career and wishes him luck. He stated that it has been great to interact with him and looks forward to seeing him around town.

Mr. Silva asked the Chief to stay for a few more years until he's ready to go. He also thanked the Chief for everything.

Chief Valadas thanked everyone for their well wishes and also for voting for him 5 years ago to be the Chief.

Mr. Silva read the citation from the Selectboard.

The Selectboard thanked the Chief and wished him well with his retirement.

5:45 p.m. – Gary Will – Golf Commissioner Interview

Mr. Will explained that Westover Golf Course is the crown jewel for the Town of Ludlow and its proper administration and operations is critical to serving the town's mission. His career has rewarded him with the opportunity to work with states commissions and six New England states public utilities commissions. He worked for the Department of Public Utilities Commission of the Commonwealth, and he worked for the Federal Energy Regulatory Commission. That experience has afforded him with knowledge and insights that he thinks can be of great value to work on the Westover Golf Course Commission. When he worked for Northeast Utility, it required him to work across various stakeholder interests on large electric utility construction projects. His ability and willingness to work collaboratively with the constituent groups served him well in that capacity and he believes that will serve him well as a commissioner also.

Mr. Rosenblum asked what his vision of Westover would be over the next 3-5 years.

Mr. Will explained that it offers a lot of attraction to surrounding communities and therefore providing it with updated services and amenities is critical. He mentioned golf carts, concessions and a lack of water.

Mr. Alves asked if he could pick one area of improvement, what would it be.

Mr. Will stated that it would definitely be the water situation. He golfs at Chicopee and that place is impeccable, the grounds are perfect. Westover is excellent as well, but that attention to detail is really evident in Chicopee.

Mr. Gennette asked if Mr. Will has ever been on a board before at any of the previous employers.

Mr. Will stated that mostly he was a staff member.

Mr. Silva asked Mr. Will if he has any ideas on how to generate more income at Westover.

Mr. Will stated that tournaments are always good, youth clinics, women's events, outreach to people interested in the game. Any way to promote the game is always helpful. He thanked the Board for allowing him to come in tonight and looks forward to working with them in the future.

5:55 p.m. – Jamie Goncalves – Golf Commissioner Interview

Mr. Goncalves stated that he has lived in the Town of Ludlow for almost 30 years now and has been playing golf since he was 23 years old. He has been a member of Westover Golf for two consecutive years now, but has been playing there over 15 years. Currently he is a purchasing manager and works with a lot of internal departments like engineering and warranty administration. He has a lot of interaction with people. He has two children. He has time to dedicate himself to the position.

Mr. Gennette asked if he was on any board before.

Mr. Goncalves stated that he works for one of the largest diesel engine parts suppliers in the country and he was on the Association of Diesel Specialists board for 6 years.

Mr. Alves asked what one area of improvement for the golf course he would recommend.

Mr. Goncalves stated that the stagnant water is a problem between the mosquitoes and the smell. If they had some type of pumping system that moved the water around, that would help. Overall, the course over the last few years has been top notch. He believes it is one of the best courses in the area for the value.

Mr. Rosenblum asked what Mr. Goncalves' vision would be over the next 3-5 years.

Mr. Goncalves stated the exterior of the clubhouse needs updating. The gutters overflow when it rains could be addressed. They could try and increase their membership. He has the weekend package and it's a great value.

Mr. Silva asked what a good revenue source would be for that course.

Mr. Goncalves stated that increasing the membership may help. Having more events, where they possibly offer a free buffet afterwards. He feels like it's his time to give back to his community now.

Mr. Gennette believes that with the pumpstation going on over there, he feels that Mr. Will would be a great asset.

**Moved by Mr. Gennette to appoint Mr. Gary Will to the Westover Golf Commission, seconded by Mr. Alves. Vote 4-0. All in favor.**

**6:10 p.m. – LPD Promotional Interview for Lieutenant – Sgt. Sean Knox**

Mr. Silva asked Sgt. Knox to give them a briefing about himself.

Sgt. Knox thanked the Chief for his service. He explained that he was his academy instructor all the way to the Chief of Police and he has been a mentor and leader. He moved to Ludlow from Worcester when he was six. He joined the Army right out of high school and spent 21 years in the Army Reserves. After his deployment, he started looking into the law enforcement aspect of life. He is proud to be in the Ludlow Police Department, and he has served the community since 2007. He served his country since 2001, and he joined 5 days before 9/11/2001. He is deeply committed to the community. His wife is a teacher, and her family owns a business in town. He wants to make the community better and go from there. He started off as a Patrolman and then made his way into the Detective Bureau, was promoted to Sergeant and is now interviewing for Lieutenant.

Mr. Alves thanked Sgt. Knox for coming in and all his hard work. He asked why he wants this promotion and what his long-term goals are.

Sgt. Knox explained that there comes a time in your career when you decide if you want to continue as a Patrolman and protect and serve or to make a more meaningful change. In order to make more meaningful changes, rank helps. Leadership helps. Law enforcement has changed drastically since he started. The younger guys that are coming in believe it's an us against them mentality and he has figured out over the years that it should be more of an us with them mentality. So, first step is Sergeant and you make changes there. Second step is Lieutenant and you make some changes there. Long term goal is Chief of Police and

make changes there. The end result is change and leadership. He would like to see the department grow in the right way and work for the community. He stated that the department is a family.

Mr. Gennette asked how the Sergeant transition went.

Sgt. Knox stated that it has been going well. He said he has a lot of guys that look up to him and he enjoys it. It is a middle management role, and they are trying to make some positive changes.

Mr. Gennette asked how he feels about the transition from Sergeant to Lieutenant and does it take him off the street more?

Sgt. Knox stated that it's just another step and he is very comfortable stepping into that role.

Mr. Rosenblum asked Sgt. Knox how he fosters a positive work environment.

Sgt. Knox said he will be real with everyone and have open communication with the staff. He will just treat everyone with dignity and respect. It is not us versus them, it's us with them. He wants to go out in the community and see what residents think and what types of changes they would like to see. The police are there to help, not hurt the community.

Mr. Rosenblum liked the fact that Sgt. Knox can see himself being the next Chief, because that's dedication.

Mr. Silva asked what one change he would like to see implemented in the police department.

Sgt. Knox stated that when a certain piece of communication is missing that can sometimes lead to rumors or negative thoughts by other officers. So, he feels that they have to find a way to change that and make sure everyone knows what happens on other shifts, etc.

Chief Valadas stated that Sgt. Knox is the future of the Police Department. He participated in Iraqi Freedom during his military career. He was issued the Mandatory Service Medal, the Joint Service Commendation Medal, Army Commendation Medal, Joint Service Achievement Medal, Army Achievement Medal, four times decorated, Army Reserve Component Achievement Medal, National Defense Service Medal, Armed Forces Reserve Medal and the Iraqi Campaign Medal from the United States Army. This is what a community needs. The Lieutenants and Captains passing rate is difficult. He will join my two other Lieutenants. They are the core of the command staff. In small Police Departments Lieutenants act like Captains and Sergeants act like Lieutenants because Ludlow is not that big. They have a lot to do, and Sgt. Knox has always embraced it. He's a good soldier and an excellent Police Officer.

**Moved by Mr. Rosenblum to appoint Sgt. Sean Knox as Lieutenant effective July 12, 2025, seconded by Mr. Gennette. Vote 4-0. All in favor.**

#### **6:30 p.m. – LPD Promotional Interview for Sergeant – Officer Matthew Dent**

Officer Dent explained that he grew up in Ludlow. He went to Ludlow Public Schools and was the captain of the varsity soccer, basketball and track field. He earned the James P. Rooney award for excellence in academics, athletics and good sportsmanship. He went to Worcester State University and majored in Criminal Justice and minored in History. He made the Dean's list six times and graduated Cum Laude with a 3.58 GPA. He was awarded the Robert Devlin most outstanding senior athlete award. In the summers he would work at Michael's Playground, which used to be in town. In September of 2018 he interviewed at Ludlow Police Department and was selected as an alternate. He also interviewed with the Hampden County Sheriff's Office around the same time and began their academy April 1, 2019, and graduated June 7, 2019. However, a candidate dropped out from the Ludlow Police Department finalists and therefore he started the police academy on June 10, 2019. He was the permanent squad leader during the police academy. After graduating he began the field training program and was assigned to midnight shift patrol. He received a commendation on November 19, 2020, for assisting with the investigation of an armed barricaded subject. On April 10, 2021, he received commendation for assisting with a fatal motorcycle accident here in town. He became a field training officer in August of 2023 and has assisted in training five full time Police Officers and two part time Police Officers. He completed his masters in January 2025 with a 3.63 GPA. On June 10, 2025, he was awarded an OUI Enforcement Achievement Award through the Mother's Against Drunk Driving MAD Program. He also mentioned that in September 2024, he scored the highest in the Civil Service exam.

Mr. Rosenblum asked Officer Dent how he would ensure the safety of the officers under his supervision in this new role.

Officer Dent stated that the first thing he does with new recruits out of the academy is explain to them that they have a number of individuals within the department who are either current or former members of the Hampden County Special Response Team, and they should be the first person they go to when setting up a

permitter on houses, clearing houses, doing building searches as those would be the experts. I'd like to try and go to whoever has the most knowledge about something and try and implement that the best he can. They will use the resources that they have available. If he doesn't know something as extensively as somebody else, he will let that individual take over and that's an imperative part of leadership.

Mr. Gennette asked Officer Dent how he perceives going into this new job.

Officer Dent explained that it is a significantly different role than what he is currently doing. He is a big proponent of proactive police work, criminal interdiction, and community policing. Going to Sergeant, he would take a more administrative role overseeing patrolmen as they're doing what they need to do and once they're experienced or information on the subject is exhausted, they reach out to him, and he offers what he has. He tries to be a jack of all trades and master at none.

Mr. Gennette asked how Officer Dent feels about body cams and cruiser cams.

Officer Dent stated that he is pro body cam and would be great to review and get direct quotes from people in the field. It would cut down on claims of officer misconduct. It gives a clear intersective view of what they are dealing with on a call-by-call basis. He is pro cruiser cam as well.

Mr. Alves asked why Officer Dent wants this promotion and what his goals are over the next 3-5 years.

Officer Dent explained that he wants this promotion because he believes he has the personality, knowledge, skills and abilities that this position requires. He is very proactive when it comes to police work. He has a bit more experience than an officer that is only going out on calls for service. He works with Detectives too. Humility is key to leadership, you have to know where your skill set ends and when you have to reach out to other resources. That's a big part of being a Sergeant and being able to delegate to other entities. Knowing where your limitations lie and being able to implement the experience, knowledge and skill set that you have where you can.

Mr. Alves asked if Officer Dent could give them an example of when he had used some level of discretion in enforcing the law and how that led to a positive outcome.

Officer Dent explained that while he was field training in the fall of 2023, he stopped an individual for having an expired non-renewable registration and it should have been towed. However, this individual had just been the subject of losing their house to a house fire and they were living in their car with two young children. So, do we do what the law says or what is morally and ethically right. They asked the individual to go and park in the parking lot 75 feet away and try and get it fixed and did not tow the car or give them a ticket.

Mr. Silva asked what Officer Dent would like to see implemented within the Police Department to make it a little better in the eyes of the public.

Officer Dent explained that he believes two of the biggest problems that they have are mental health issues and substance abuse. He believes they need more funding and also two dedicated narcotic detectives because currently they cannot focus on just narcotics. He also suggested having a supervisor field training program.

Mr. Silva asked what he likes the most about Ludlow.

Officer Dent stated that he likes the community. He believes respect and interpersonal connections are great.

Chief Valadas just wanted to remind all of the candidates that it is a patrol supervisor working on the midnight shift. They will be required to attend a primary leadership course as well.

Officer Dent stated that he appreciates everyone's time and thanks them for having him in.

#### **6:50 p.m. – LPD Promotional Interview for Sergeant – Officer David Krok**

Officer Krok explained that out of high school he went to STCC for his Criminal Justice degree. He took his Civil Service exam and got a 98, but no one was really hiring at that time. Everyone wanted to be a police officer back then. So, he went back to school and received his degree in Electrical Engineering Technology and was in manufacturing for about 12 years. During that time, he took the Civil Service exam again and was offered the reserves in Westfield in 2014, but his son was only two years old, and they only had one income and couldn't afford to do that. He always wanted to be a police officer. In 2018 he moved to Ludlow and in 2020 he took the test again and in 2022 he was hired in Ludlow. He loves the Ludlow community and has been involved in a lot of sports and things for his children. He is very appreciative to be here and is very excited to be a part of this process.

Mr. Gennette asked what his anticipation would be like going from a patrolman to a Sergeant.

Officer Krok explained that he looks at it like his last job where he went from frontline mechanic to overseeing a huge budget, 300 pieces of equipment, 15 guys and it was overwhelming but as a supervisor he would always lead by example and would never ask anyone to do something that he wouldn't do.

Mr. Gennette asked Officer Krok what type of degree he has.

Officer Krok stated that he has an associate's degree in criminal justice.

Mr. Gennette asked how he feels about body cams and cruiser cams.

Officer Krok believes that those cameras protect the officers, so he is in favor of them. He believes the public perception is better because of the cameras. It makes sure that officers are doing their jobs ethically and that they are morally sound while doing it.

Mr. Alves asked what is the driving force for wanting this promotion and where does he see himself in the future.

Officer Krok stated that he doesn't like standing still. At his last job, he had seven different positions because he wanted to learn everything he could. Everything he does is for his family. He wants to try and make the community better and make a legacy that has honor to it.

Mr. Alves asked if he could give him an example of where he used discretion enforcing the law and how that led to a positive outcome.

Officer Krok explained that he does that often with motor vehicle stops. He pulled over a vehicle on Center Street that was speeding and the individual explained that he was trying to get to his daughter that had just been in an accident and was in the hospital. Officer Krok educated him regarding the speed and just asked him to slow down. Even though it was well inside his jurisdiction to ticket them, he was compassionate about their situation.

Mr. Rosenblum asked Officer Krok how he would ensure the safety of the officers under him.

Officer Krok stated that training is huge for policing and safety. The standards set at the MPTC are a good baseline, but they don't get officers where they need to be in order to be completely effective. They've done some air training with building clearing and an active shooter scenario and he learned so much during that training, and he only has 2 ½ years under his belt. Training and officer safety are paramount. He follows a lot of social media, and he sees a lot of officers with bad tactics. So, training is the key.

Mr. Silva asked what Officer Krok would like to see implemented in the police department that would benefit the department.

Officer Krok stated that a lot of guys in the department have so much knowledge and they have talked about how much it would help to have some training by these officers with that type of experience. This would bring the senior officers up and the younger guys would look up to them more.

Mr. Silva asked what Officer Krok likes about Ludlow.

Officer Krok explained that grew up mostly in Chicopee and graduated from Chicopee High in 2001. He also lived in Westfield for a short time and then moved to Ludlow in 2018 and Ludlow is such a great community. He likes how he can go anywhere, and he knows someone and how supportive the community is of the police department.

Officer Krok did not, in a million years, believe he would be here after just three years, and he is so thankful to be given this opportunity. He knows all three of these candidates would be excellent supervisors.

Chief Valadas just wanted to remind all of the candidates that it is a patrol supervisor working on the midnight shift. Also, there will be a primary leadership course that they have to complete.

#### **7:10 p.m. – LPD Promotional Interview for Sergeant – Officer Isaac Santana**

Officer Santana read a letter to the Board as to why he wants to receive this promotion.

Mr. Rosenblum asked how Officer Santana would ensure the safety of officers under his leadership.

Officer Santana explained that primarily you need to take care of yourself so you can be prepared and present for your officers. He likes to be rested and with a fresh mind. He also likes to check in with the guys to be sure they also have a fresh mind, otherwise this could cause problems with handling calls. Expect of your guys what you expect of yourself and always have their back. Sometimes you have to go outside the box of your normal responsibilities too.

Mr. Alves asked why he wants this promotion and what some of his long-term goals are.

Officer Santana stated that his main driver for the promotion is that he wants to effect change. He also would like to teach at the academy and in order to do that, you have to be in a supervisory role. He waited 9 years to take the Sergeant test because he wanted to be absolutely sure that it was something he wanted and was able to handle. He leads by example.

Mr. Alves asked Officer Santana to give him an example of when he needed to use discretion to enforce the law and how it led to a positive outcome.

Officer Santana stated that when he worked at the Holyoke Police Department, he would work the Holyoke Mall as a plain clothes officer and he had a 17-year-old shoplifting at JC Penney and they are very strict, and they don't want officers to let shoplifters off. Officer Santana knew the kid from Holyoke High School and knew he didn't have the support of his parents so against JC Penney's wishes, he told them he would not arrest him. He took the kid outside and explained that he was giving him a chance and that he believed he could make the right decisions, and he gave him his name and phone number if he ever needed him. Four years later he saw him at Holyoke Community College, and the kid thanked him and said he was starting school that day and that Officer Santana made a big difference in his life.

Mr. Gennette asked Officer Santana what his perception of the transition from Officer to Sergeant will be.

Officer Santana stated that he has been an officer in charge on different shifts, however, he is not going to take on this role thinking he knows it all or make decisions without relying on others. Being humbled and willing to ask questions and not thinking you are above anyone else is what he would bring to the table. He would empower his guys. He believes a good supervisor needs to support their guys and he would like to keep Chief Valadas' legacy going with that.

Mr. Gennette asked if he was continuing his education.

Officer Santana stated that he is continuing on with his master's degree. He will begin in September.

Mr. Gennette asked Officer Santana how he feels about body cams and cruiser cams.

Officer Sanatana stated that he is in favor of body cam, and it helps replay what happened on the call. It also helps with report writing. There is a movement right now by Defense Attorneys that want to get rid of body cams because they are seeing that the people they are representing and how they act on these calls is hurting their cases. He believes in the Ludlow Police Department; everyone is on board with the body cams because they are professionally trained and know how to do their jobs. He always has the mindset that he wants to treat people the way he wants to be treated.

Mr. Silva asked Officer Santana what he would like to implement that would make the police department better.

Officer Santana explained that Ludlow High School has a CTEC program where the students go to CTEC academy in West Springfield. All three of his children attend the program and his son is in the criminal justice program. The West Springfield Police Department is running that program and he would like to have the opportunity for the Ludlow Police Department to get involved with that program. It would help with recruitment in the future. Civil Service Exams are the lowest in history right now, so they have to get creative with recruiting.

Mr. Silva asked what Officer Santana likes about Ludlow.

Officer Santana stated that he was raised in Holyoke and it's a rough city. He was always the oddball and didn't want to go out drinking and things like that, so it was difficult living there. Ludlow has always been a very supportive community for him. All the different entities that want the police involved in things they are doing in the community and giving the opportunity for them to build relationships and fill that gap during a time in our country right now where that balance is a very fine line with police and the public. In Ludlow, they don't have those problems, the community actually wants them here. He also likes the school system and stated that his daughter was an IEP student and was struggling and now she's an honor student.

Chief Valadas just wanted to remind all of the candidates that it is a patrol supervisor working on the midnight shift. They will be required to attend a primary leadership course as well.

Officer Santana read a thank you letter to the Board and Chief Valadas. He also added that in 3-5 years, once he is comfortable being Sergeant, he would like to become a Lieutenant and then someday down the road the Chief of Police.

Chief Valadas stated that these three individuals showed exactly who they are, and they are all capable but very different. Recently, Officer Santana and Officer Dent worked together in a traffic situation. There was a violent arrest and Officer Santana and Officer Krok worked together on that. Officer Dent is strong, intelligent and confident. He is a thinker. Officer Krok, he has humility and is a devoted family man. He came from the public sector and started a little later in life as a police officer. He is a big brother figure to the other officers. He is confident in his abilities. Officer Santana came from the Holyoke Police Department and Chief Valadas had to agree with the transfer with the Chief from Holyoke and he asked Officer Santana to make this the best decision he is going to make as Chief. Officer Santana has an ability to calm people and turn the situation into a positive. He is the most experienced as far as police work. Officer Dent has a master's degree, and the others have Bachelor's. All three of them are respected by their colleagues, but all three of them will lead differently. The way they interviewed are the way they ranked in the civil service system.

Mr. Gennette stated that he liked Officer Krok's response about taking officers that were good at certain tasks and having them train the other officers. Officer Santana's answer about starting with himself to ensure his team's safety was great. Officer Dent is reserved and intentional in what he's doing, and he is purpose driven and it's evident in his answers. He has Officer Dent & Officer Santana in a tie right now, but likes them all.

Mr. Rosenblum agrees with Mr. Gennette, but he always looks at leadership and who is going to command the most respect within their shift. He also is going between Officer Dent & Officer Santana.

Mr. Alves also agrees with Mr. Gennette and Mr. Rosenblum and believes that each one has humility. Officer Dent has the longer tenure with Ludlow, but Officer Santana has a longer tenure as a police officer in general. Officer Krok's packet had so much correspondence about the testament of his character, which was outstanding.

Mr. Silva believes everyone on the Board is on the same page. He is very impressed with all of them but because the civil service rank is the way it is, that's the way he would like to go.

Chief Valadas reminds the Board that next summer they will have another three Sergeant candidates coming before them.

**Moved by Mr. Gennette to appoint Matthew Dent as Sergeant effective Saturday, July 12, 2025, seconded by Mr. Alves. Vote 4-0. All in favor.**

### **CORRESPONDENCE:**

113. Letter from Stephen Truchan – Safety Concerns on West Avenue.  
Mr. Alves stated that it says West Ave both directions per his email.  
**Moved by Mr. Alves to forward to Safety Committee with thoughts of putting the solar speed Signs and any other suggestions they have, seconded by Mr. Gennette. Vote 4-0. All in favor.**
114. Letter from Daniel Barroso – Request for Consideration of Land Acquisition, Paper Road Extension Funston Ave.  
  
Mr. Strange stated that the DPW went out and stated that his shed is on the town's property and they will allow him to do that, however, not to allow him to acquire the land. That would have to go through an auction.
115. Letter from Christine & James Fitzell – Requesting a Cross Walk & Sidewalk Entrance at the Intersection of Fuller Street & Napoleon Avenue.  
**Moved by Mr. Gennette to forward the request from 237 Fuller Street in the intersection of Napoleon to be forwarded to the Safety Committee, seconded by Mr. Alves. Vote 4-0. All in favor.**
116. Ludlow Cultural Council – Requesting annual lawn signs around town to promote summer concert series in the following locations: Chapin & East Streets, Chapin & Fuller Streets, East Street at the bridge, Mass Turnpike entrance, Riverwalk lot, West & Cady Streets, Church & Rood Streets, Holyoke at West Street, East at Miller Streets and Senior Center.  
**Moved by Mr. Rosenblum to approve the Ludlow Cultural Council request for annual lawn signs around town to promote the summer concert series in the locations stated, seconded by Mr. Alves. Vote 4-0. All in favor.**

117. Katie Winczynski from Michael J. Dias Foundation – Requesting an award from the Town’s 2025 Opioid Recovery & Remediation Funds awarded by the State.  
**Moved by Mr. Rosenblum to award Michael J. Dias Foundation from the Town’s 2025 Opioid Recovery & Remediation Funds a sum of \$75,000, seconded by Mr. Gennette. Vote 4-0. All in favor.**
118. Letter from Jenna Alimberti from Dick Barker School of Dance – Requesting lawn signs to advertise their business be placed at the Mass Pike entrance by the urgent care, at the intersection of Fuller & West Streets, at the intersection of West & Holyoke Streets and near the green bridge where Chapin and Miller Streets meet.
- Mr. Rosenblum explained that he believes they should no to this request because it’s for a private business.
- Mr. Alves agreed that there should not be signs on town property for private businesses. He also requested Mr. Strange to contact the building inspector to start looking into this.
- Moved by Mr. Gennette to not approve the Dick Barker School of Dance for their lawn sign request, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**
119. Eversource – Letter about initiative to replace current meters with new smart meters.  
**Motion to file.**
120. Conservation Commission – Reorganization  
**Motion to file.**
121. Chief Valadas – Request to charge off medical expenses & lost wages to Chapter 41, Section 111F for injuries sustained by a Police Officer as a result of an incident that occurred on May 30, 2025.  
**Moved by Mr. Alves to approve the request to charge off medical expenses & lost wages to Chapter 41, Section 111F for injuries sustained by a Police Officer as a result of an incident that occurred on May 30, 2025, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**
122. Chief Valadas – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for injuries sustained by a Police Officer as a result of an incident that occurred on June 1, 2025.  
**Moved by Mr. Alves to approve the request to charge off medical expenses & lost wages to Chapter 41, Section 111F for injuries sustained by a Police Officer as a result of an incident that occurred on June 1, 2025, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**
123. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for injuries sustained by a Firefighter/Paramedic as a result of an incident that occurred on June 13, 2025.  
**Moved by Mr. Alves to approve the request to charge off medical expenses & lost wages to Chapter 41, Section 111F for injuries sustained by a firefighter/paramedic as a result of an incident that occurred on June 13, 2025, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**
124. Conservation Commission – Determination of Applicability for preschool playground located at 508 East Street.  
**Motion to file.**
125. Letter from Brian Bylicki – Requesting to be appointed to the Historical Commission.  
**Moved by Mr. Rosenblum to appoint Brian Bylicki to the Ludlow Historical Commission, seconded by Mr. Gennette. Vote 4-0. All in favor.**
126. Letter from Janis Santos – Resignation from the Pond Committee. Board to post vacancy.  
**Moved by Mr. Rosenblum to accept the resignation of Janis Santos from the Pond Committee and to thank her for her service and also to post the vacancy, seconded by Mr. Gennette. Vote 4-0. All in favor.**
127. Letter from Maureen Beauregard – Resignation from Celebrate Ludlow Committee. Board to post vacancy.  
**Moved by Mr. Rosenblum to accept Maureen Beauregard’s resignation from the Celebrate Ludlow Committee and to thank you her for her service and also to post the vacancy, seconded by Mr. Gennette. Vote 4-0. All in favor.**
128. Planning Board Committee assignments. Administrative Review Committee – Kathy Houle & Chris Coelho, Open Space Recreation Committee – Joel Silva, Safety Committee – Chris Coelho,

40R Smart Growth Zoning Committee – Chris Coelho, Community Preservation Committee – Ray Phoenix, Capital Planning Committee – Kathy Houle, PVPC Alternate Member – Joel Silva, PVPC Commissioner Member – Ray Phoenix, Fair Housing Committee – Chris Coelho.

**Motion to file.**

129. Letter from Dolores Auffrey – Letter of appreciation for Angela Kramer, LFD, LPD & EMT's.  
**Motion to file.**
130. Letter from Commission on Disability – Requesting handicapped drop off sign at Whitney Park.  
**Moved by Mr. Rosenblum to send to the DPW and have them take a look at it for recommendations, seconded by Mr. Gennette. Vote 4-0. All in favor.**
131. Letter from Laurie Smith – Resigning from position of Chairman of Celebrate Ludlow Committee but to remain a member.  
**Motion to file.**

### **UNFINISHED BUISINESS**

Board to discuss trash and recycling—new container distribution and use

Mr. Gennette stated that he went around to some of the residents, and they do like them overall.

Mr. Rosenblum stated that you can still put a purple bag next to the trash barrel if it's full. Suggested everyone continues to break down the cardboard to fit more in the container.

Mr. Silva asked who do residents go to for issues like exemption and things like that.

Mr. Strange suggested speaking to the DPW regarding senior discounts and things like that. They can also reach out to USA Hauling directly.

Mr. Alves asked if the recyclables are overflowing, do residents have to take them to the transfer station or can they put them on the curb?

Mr. Strange said no they cannot do that. They would have to get a sticker from the DPW for the transfer station and bring it there. Stickers are \$30 for residents, seniors are free.

Mr. Silva reminded them not to put the new barrels out until July 1<sup>st</sup>.

Board to discuss and possibly vote to accept the Strategic Planning Committee Charge & Charter (tabled).  
**Moved to table to July 22<sup>nd</sup>.**

Board to discuss and possibly vote to adopt a Community Use of Open Spaces Policy (tabled).

Mr. Alves stated that an updated draft was provided on Friday, and it includes the application and all the requirements for the various departments. Now he would like to see Marc send it to all the departments that will have a part in it and then have Town Counsel review it before voting on it.

Mr. Strange reminded the Board that he already added everyone's comments to the draft.

Mr. Alves would like all of the documents for the meetings, as long as they are not confidential, to be added online with the agenda moving forward.

Board to discuss and possibly vote to adopt a Town Administrator Evaluation Policy (tabled).

Mr. Alves stated that once they have the process outline, he would like the month each goal should take place in. Once the changes are made and the policy is put out there, then they can vote at the next meeting.

**Moved by Mr. Rosenblum to table.**

Board to discuss and possibly vote to amend Town Administrator's contract to update timing for annual evaluation process.

**Moved by Mr. Rosenblum to table.**

Board to approve and sign Seasonal Liquor Licenses for 2025.

**Moved by Mr. Rosenblum to approve and sign the Seasonal Liquor Licenses for 2025, seconded by Mr. Gennette. Vote 4-0. All in favor.**

Board to approve and sign the Seasonal Population Estimation Form for 2025.

**Moved by Mr. Rosenblum to approve and sign the Seasonal Population Estimation Form for 2025, seconded by Mr. Gennette. Vote 4-0. All in favor.**

Board to approve and sign the Seasonal Renewal Certification Form for 2025.

**Moved by Mr. Gennette to approve and sign the Seasonal Renewal Certification Form for 2025, seconded by Mr. Alves. Vote 4-0. All in favor.**

Board to approve and sign Mechanical Amusement and Billiard Licenses for 2025.

**Moved by Mr. Gennette to approve and sign Mechanical Amusement and Billiard Licenses for 2025, seconded by Mr. Alves. Vote 4-0. All in favor.**

Board to approve and Chairman to sign Sunday Entertainment Licenses for 2025.

**Moved by Mr. Gennette to approve and Chairman to sign Sunday Entertainment Licenses for 2025, seconded by Mr. Alves. Vote 4-0. All in favor.**

### **NEW BUSINESS**

Board to approve and sign minutes from meeting of April 22, 2025.

**Moved by Mr. Rosenblum to approve and sign minutes from meeting of April 22, 2025, with all members present, seconded by Mr. Alves. Vote 4-0. All in favor.**

Board to put Planning Board vacancy on the next annual town election.

Board to put Representative Town Meeting vacancy on the next annual town election.

**Moved by Mr. Alves to notify the Town Clerk of the Planning Board Vacancy and the Representative Town Meeting Vacancy so that they can be put on the ballot for the next annual election, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**

Board to approve and reappoint Democratic, Republican and Un-enrolled Election Officers as follows: Benta Alves, Donna Andre, Kimberly Babin, Joao Bernardo, Cynthia Jean Bobowiec, Susan Boyea, Christina Brown, Lily Canoa, Phyllis Carneiro, Lorraine Carreira, Joan Cavallo, Luisa Costa, Christopher Drewniak, Dennis Duarte, Jennifer Dufour, Elizabeth Dumaine, Dylan Eagen, John Eckert, Theresa Eckert, Susan Efremides, Linda Ferrero, Nira Flatley, Ann Gadziala, Paul Gatesman, Kathy Green, John Hiersche, Gabriel Hoeft, Jeri Humphries, Mary Ellen Knapp, Michael Lafever, Eileen Lavoie, Maurice Lavoie, Bonnie Manchester, Peter Mancuso, Jean Martins, Paula May, Maureen McCarthy, Sarah Musiak, Teri Myette, Lauren Nolan, Fred Nowak, Amy Ollari, Dianne Ollari, Wilhelmina Ostrowski, Lea Peabody, Shawn Peabody, Mary Petrolati, Kelly Porfilio, Judith Priest, Donna Pula, Robert Radowski, Darlene Randall, Stephanie Rodrigues, Carolyn Rogowski-Duarte, Jane Roulston, Cynthia Saleh, Peter Serafino, Carol Sheehan, Betty Socha, Rosalina Sousa, Margaret Szlosek, Angela Tierney, Philip Tierney, Edith Tipton, Beverly Tokarz, Denise Tomlinson, Mary Jo Tranghese, Alicia Tyburski, Joseph Tyburski, Diane Walton, Joy Williams, Barbara Wurszt, Judith Yando, Theodore Zurawski.

**Moved by Mr. Gennette to approve and reappoint Democratic, Republican and Un-enrolled Election Officers as follows: Benta Alves, Donna Andre, Kimberly Babin, Joao Bernardo, Cynthia Jean Bobowiec, Susan Boyea, Christina Brown, Lily Canoa, Phyllis Carneiro, Lorraine Carreira, Joan Cavallo, Luisa Costa, Christopher Drewniak, Dennis Duarte, Jennifer Dufour, Elizabeth Dumaine, Dylan Eagen, John Eckert, Theresa Eckert, Susan Efremides, Linda Ferrero, Nira Flatley, Ann Gadziala, Paul Gatesman, Kathy Green, John Hiersche, Gabriel Hoeft, Jeri Humphries, Mary Ellen Knapp, Michael Lafever, Eileen Lavoie, Maurice Lavoie, Bonnie Manchester, Peter Mancuso, Jean Martins, Paula May, Maureen McCarthy, Sarah Musiak, Teri Myette, Lauren Nolan, Fred Nowak, Amy Ollari, Dianne Ollari, Wilhelmina Ostrowski, Lea Peabody, Shawn Peabody, Mary Petrolati, Kelly Porfilio, Judith Priest, Donna Pula, Robert Radowski, Darlene Randall, Stephanie Rodrigues, Carolyn Rogowski-Duarte, Jane Roulston, Cynthia Saleh, Peter Serafino, Carol Sheehan, Betty Socha, Rosalina Sousa, Margaret Szlosek, Angela Tierney, Philip Tierney, Edith Tipton, Beverly Tokarz, Denise Tomlinson, Mary Jo Tranghese, Alicia Tyburski, Joseph Tyburski, Diane Walton, Joy Williams, Barbara Wurszt, Judith Yando, Theodore Zurawski, seconded by Mr. Alves. Vote 4-0. All in favor.**

Board to discuss Ludlow Boys & Girls Club HVAC unit.

Mr. Strange explained that Mr. Ritchie is trying to get some ballpark numbers from different sources and they think it will be above \$50,000, which means it will go out to bid. There is an 8–11-week turnaround time and therefore, it probably won't be in for this summer. This might be a capital project for the following year.

Mr. Gennette stated that capital is reviewing this, and they are trying to determine if they will go for it with 40R or put it on as a capital request.

**Moved by Mr. Gennette to table.**

Board to approve and sign contract with T&S Professional Cleaning Services, Inc, for cleaning services at Hubbard Memorial Library in the amount of \$16,740.00.

**Moved by Mr. Rosenblum to approve and sign the contract with T&S Professional Cleaning Services, Inc. for cleaning services at Hubbard Memorial Library in the amount of \$16,740.00, seconded by Mr. Gennette. Vote 4-0. All in favor.**

Board to appoint Kathleen Houle to the Capital Planning Committee, as recommended by the Planning Board.

**Moved by Mr. Gennette to appoint Kathleen Houle to the Capital Planning Committee as recommended by the Planning Board, seconded by Mr. Rosenblum. Vote 4-0. All in favor.**

Board to discuss parking situation at Reservoir Cemetery.

Mr. Rosenblum stated that he doesn't believe the town should build a parking lot for something that they don't own or oversee. There is a safety issue with the reservoir because it closes at a certain time and only has security there until 8 p.m.

Mr. Silva suggested putting some signage up there.

Mr. Alves agrees with Mr. Rosenblum. If the town tries to push Springfield Water & Sewer, then they are not going to allow anyone to go into the reservoir.

Mr. Gennette explained that this is not financially feasible for the Town anyways. He suggests that the DPW puts a fence around the cemetery and close it at the same time as the reservoir.

**Moved by Mr. Alves to send a letter to the Police Department and Safety for an assessment and advice on what should be done to deter any issues regarding parking at the new cemetery, seconded by Mr. Gennette. Vote 4-0. All in favor.**

## **TOWN ADMINISTRATOR'S REPORT**

Mr. Strange explained that Ludlow Power Choice will kick off on August 1<sup>st</sup> as the town's aggregate electric program. Residents will receive paperwork on the new rate options along with instructions on how to opt out if they do not want to participate. There have been a lot of questions from residents about this program. There will also be two information sessions about Ludlow Power with the Peregrin Group. The first one is July 9<sup>th</sup> at 10:00 a.m. at the Senior Center and the second one at 6:00 p.m. at the Veterans Center.

Mr. Gennette stated that this has been in the works for three years. It is regulated by the state and was approved by the town meeting three years ago. It is an opt out because it is mandated by the state to be that way. A resident can also opt in or out at any time if they choose. This is for the supply of electricity only. The transmission will continue to go through Eversource.

Mr. Alves asked if LCTV could record the informational meetings for Ludlow Power Choice.

Mr. Strange said he will look into having LCTV record the meetings.

Mr. Rosenblum stated that the supplier will be listed on the Eversource bill.

Mr. Gennette stated that they negotiated the price on behalf of the town. There are 200 communities in Massachusetts who have adopted this option.

Mr. Strange explained that the town will get a new website and will go live on Thursday. This will sync the town social medial outlets and the "Get Lost in Ludlow" website. Town departments will be able to attach backup information to agendas posted to the website. The Hubbard Memorial Library is also getting a new website, which will be linked to our new website along with the public-school site and the police and fire websites. Town employees will be going to biweekly payroll which will ease the burden on the Treasurer/Collector staff. Currently they get paid every week. The Board will be meeting on the second

and the fourth Tuesdays in July, which will be July 8<sup>th</sup> and July 22<sup>nd</sup> opposed to the regular first and third Tuesday's and then August they'll be back on a regular schedule.

**BOARD UPDATES/MISC.**

Mr. Rosenblum asked about fireworks this weekend.

Mr. Strange stated that WWLP listed Ludlow as doing Fireworks on June 28<sup>th</sup> and that was incorrect information and has since been removed.

Mr. Alves stated that he and Mr. Strange took a tour of Whitney Park and would like to start putting a plan into place early next year as to how make incremental changes. It's a shame that the park looks the way it does.

Chairman to approve and sign all bills, warrants and abatements. A record of all warrants is in the Selectboard's office for perusal until provided to the Town Accountant's Office.

**CLOSING COMMENTS**

Mr. Gennette stated that with Ludlow Power Choice, Ludlow has moved into a competitive market. He congratulated Sgt. Know and Officer Dent for their promotions. He congratulated Chief Valadas on his retirement. He also thanked Officer Krok and Officer Santana for coming in to interview tonight.

Mr. Rosenblum stated that the tree lighting is going to be a group effort by a lot of different entities in town.

Mr. Silva reminded everyone to check on their family, friends and neighbors with all of the hot Weather coming. Enjoy the fourth of July!

**Moved by Mr. Gennette to adjourn their regular meeting at 9:55 p.m. and not to return to open meeting, seconded by Mr. Alves. Vote 4-0. All in favor.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Chairman  
Ludlow Selectboard

*All related documents can be viewed at the Selectboard's Office during regular business hours.*

.02 The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations. Both parties shall have the right to add proposals during negotiations or until it is agreed by both parties that no further proposals shall be allowed.

This Agreement is entered into this \_\_\_\_\_ day of July.

FOR THE TOWN OF LUDLOW

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

FOR THE UNION

Angela Kramer, MSRN  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
LUDLOW BOARD OF HEALTH NURSES  
ASSOCIATION  
JULY 1, 2025 through JUNE 30, 2027

## TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
1	RECOGNITION	4
2	NON-DISCRIMINATION	4
3	MANAGEMENT RIGHTS	4
4	GRIEVANCE & ARBITRATION PROCEDURE	6
5	NO STRIKE/NO LOCKOUT PROVISION	7
6	HOLIDAY PAYMENT OF WAGES	8
7	SICK LEAVE	8
8	PAY STATUS DEFINED	9
9	VACATIONS	9
10	LONGEVITY	10
11	FUNERAL LEAVE	11
12	ALLOWANCES	12
13	CONFERENCES/SEMINAR TRAINING ALLOWANCE	12
14	PERSONAL EMERGENCY LEAVE	12
15	LEAVE OF ABSENCE WITHOUT PAY	13
16	REPORTING INJURIES	13
17	OVERTIME (SUBJECT TO ARTICLE 27)	13
18	JURY PAY	14
19	MERIT INCREASES	14
20	BI-WEEKLY PAYMENT OF WAGES	14
21	WAGES & INCREMENT STEPS	14

22	DRUG TESTING	15
23	ENTIRE AGREEMENT PROVISION	17
24	SAVINGS CLAUSE	17
25	POSTING OF VACANCIES	18
26	REDUCTIONS IN FORCE	18
27	INCENTIVE PROGRAM	18
28	FILLING IN FOR OTHERS	18
29	INSURANCE	19
30.	CAREER INCENTIVE	19
31	DURATION OF AGREEMENT	19

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
LUDLOW BOARD OF HEALTH NURSES ASSOCIATION

**PREAMBLE**

This Agreement entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the Ludlow Board of Health Nurses Association (hereinafter referred to as the "Union" or "Association") has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1 - RECOGNITION**

- .01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and permanent part-time employees who work fifteen (15) hours or more per week for the Health Department.
- .02 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

**ARTICLE 2 - NON-DISCRIMINATION**

- .01 Allegations of discrimination must be brought before the appropriate state or federal court or administrative agency with proper jurisdiction and not as a grievance.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- .01 The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the department covered by this Agreement in all its various aspects, including but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Town's right to determine its mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the Department or by the employees of the Town; to assign and transfer employees; to hire, promote, demote employees and to suspend, discipline or discharge employees for just cause; to lay off employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; and to change methods, equipment or facilities, except that the Town in exercising its rights shall not violate the terms and provisions of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department.

By way of example, but not limitation, the Town retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, or facility;
- to determine the methods, means, and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote, and assign employees;
- for legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where the Town believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

The Town also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this Article will prevent the Association from filing a grievance concerning a violation of a specific provision of this Agreement. However, where no specific provision of the Agreement limits its ability to act, the Town may exercise its rights under this Article without having such actions subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the Town retains the right to make changes but only after prior consultation with the Association, involving notice and opportunity to bargain, if the Association so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This Agreement does not purport to spell out the job responsibilities and obligations of the employees covered by this Agreement. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

#### **ARTICLE 4 - GRIEVANCE & ARBITRATION PROCEDURE**

.01 Any grievance which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1 The Association representative, with or without the aggrieved employee, shall take up the grievance in writing (specifying the provision of the Agreement allegedly violated and the remedy required) with the employee's immediate supervisor within five (5) calendar days of the date of the grievance or the knowledge (or when the employee or Association should have known) of its occurrence. The Supervisor, if so authorized, shall attempt to adjust the matter and shall respond to the Association representative within five (5) calendar days.

STEP 2 If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within fifteen (15) calendar days after the response of the immediate supervisor was due. The Board of Selectmen shall respond in writing within fifteen (15) calendar days from receipt of the grievance notice. Failure by the Board of Selectmen to reply within this period shall be construed as a decision unfavorable to the grievant.

STEP 3 If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Board of Selectmen was due, by written notice to the other, request arbitration from the Massachusetts Board of Conciliation and Arbitration. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association.

.02 The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. This shall not alleviate the arbitrator's responsibility to render a written statement as to his reasons why he had no power to rule. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Nor shall the arbitrator attempt to grant relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management of this Agreement, or any law or municipal bylaw.

#### **ARTICLE 5 - NO STRIKE/NO LOCKOUT PROVISION**

.01 It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strikes, lockouts, stoppages of work or slowdowns concerning any matter in dispute arising out of this Agreement.

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Association agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Ludlow. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Association agrees to take positive affirmative steps with the employees concerned and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operations of Town services.

## ARTICLE 6-HOLIDAY PAYMENT OF WAGES

- .01 Regular full-time employees shall be granted the following named paid holidays, if said holiday falls during an employee's regularly scheduled work day, or if said holiday falls on a Sunday and is celebrated on a regularly scheduled work day.
- .02 Regularly scheduled permanent part-time employees shall be granted a paid holiday equaling the number of hours in ratio to their regularly scheduled work day.
- .03 The above mentioned named holidays are:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriots Day	Columbus Day	
	Juneteenth	

The day after Thanksgiving (if said holiday remains fixed on Thursday) shall be a day off with pay for those employees regularly scheduled to work on Fridays, except for those employees required by their Department Head to work on said day. An employee who is required to work the day after Thanksgiving will be provided another floating holiday, which must be utilized within the ninety (90) day period following Thanksgiving, at a time agreeable to the employee and the Department Head.

- .04 The above mentioned ~~twelve~~ (12) paid holidays will be granted regardless of when they fall. Saturday holidays will be observed on the Friday preceding the holiday. Sunday holidays will be observed on the Monday following the holiday.
- .05 Half-holidays authorized by executive order shall be observed without loss of pay. However, only those employees at work and working shall be eligible for payment in ratio to their regularly scheduled work day. Work hours the day before Christmas will be governed by Town Hall policy.
- .06 Holiday pay will be forfeited if an employee is absent the work day preceding a holiday or the work day following a holiday without the prior consent of the Department Head. If an employee has been on sick leave three (3) days prior to the holiday or for two (2) working days following the holiday, said employee shall be entitled to the holiday pay. Certification of illness may be requested at the discretion of the Department Head.

## ARTICLE 7 - SICK LEAVE

- .01 After thirty (30) days of employment, full-time employees shall earn full pay for personal illness at the rate of one and one quarter (1¼) days sick leave per month to a maximum accumulation of one hundred and eighty-five (185) days.

- .02 Certification of personal illness will not normally be required unless the Department Head has cause to suspect sick leave abuse, or the likelihood of illness requiring Town examination of the employee.
- .03 Permanent part-time employees shall earn the right to full pay for sick leave as per the Personnel Policy Manual Unused sick leave may accumulate to one hundred and eighty-five (185) days. Said permanent part-time employees must work thirty (30) days before sick leave benefits commence. Certification of personal illness may be required at the discretion of the Department Head. Sick leave benefit will only be earned on those weeks where the employee was in pay status for at least twenty 20 hours.
- .04 Except in cases where an employee is confined to home, hospital or other medical facility due to injury or illness certified in writing by his or her physician, if an employee is absent for any three working days in a calendar month, he or she will not be credited with his or her sick leave allowance for that month.
- .05 Upon death or retirement, the Town will pay the employee (or his or her estate or legal representative) twenty dollars (\$20.00) for each day of unused accumulated sick leave to a maximum of one hundred (100) days, or not more than two thousand dollars (\$2,000.00).
- .06 Sick leave may be taken in half-hour increments.

#### **ARTICLE 8- PAY STATUS DEFINED**

- .01 Whenever the term "pay status" is used in this Agreement, it shall mean that period during which the employee is receiving compensation from the Town.

#### **ARTICLE 9 - VACATIONS**

- .01 All employees working a regular full-time week or a permanent part-time week shall be granted an annual vacation with pay in ratio to their work schedule as follows:
  - a) Six (6) months but less than one (1) year continuous service in pay status allowed one (1) week vacation.
  - b) One (1) year but less than five (5) years continuous service in pay status allowed two (2) weeks' vacation.
  - c) Over five (5) years continuous service in pay status allowed three (3) weeks' vacation.

- d) Ten (10) or more years continuous service in pay status allowed four (4) weeks' vacation.
  - e) Twenty (20) years continuous service in pay status, allowed four (4) weeks and one (1) day vacation.
  - f) Twenty-one (21) years continuous service in pay status allowed four (4) weeks and two (2) days' vacation.
  - g) Twenty-two (22) years continuous service in pay status allowed four (4) weeks and three (3) days' vacation.
  - h) Twenty-three (23) years continuous service in pay status allowed four (4) weeks and four (4) days' vacation.
  - i) Twenty-four (24) years continuous service in pay status allowed four (4) weeks and five (5) days' vacation.
- .02 Said vacation time shall be granted by the Department Head at such time as in his or her opinion will cause the least interference with the performance of the regular work of the Town.

Vacations must be taken in the year in which they are due and shall not accumulate from year to year. Provided however, that up to one week of vacation may be carried over for up to ninety (90) days into the next year in order to meet the scheduling needs of the Department. Permanent part-time employees shall be entitled to an amount of vacation in ratio that their part-time employment bears to full-time employment.

- .03 For the purpose of determining eligibility, a year is defined as starting on the anniversary date of employment.

#### **ARTICLE 10 - LONGEVITY**

Regular full-time employees and regular part-time employees who routinely work a minimum of twenty (20) hours per week. Eligible employees may receive longevity pay on an annual basis in accordance with this policy. The amount of longevity pay is determined by an employee's length of service and is computed annually on the employee's date of hire anniversary. An employee must complete in full the relevant year of service to receive longevity pay (i.e., longevity pay is not pro-rated for partial years of service).

For regular full-time employees, the employee is eligible to receive the following:

- After five (5) years of continuous employment: \$250.00 each year for anniversary years 5 through 9.
- After ten (10) years of continuous employment: \$500.00 each year for anniversary years 10 through 14.
- After fifteen (15) years of continuous employment: \$750.00 each year for anniversary years 15 through 19.
- After twenty (20) years of continuous employment: \$1000.00 each year for anniversary years 20 through 24.
- After twenty-five (25) years of continuous employment: \$1500.00 each year for anniversary year 25 and each full year worked thereafter.

Effective 7/1/2020

For regular part-time employees who regularly work a minimum of twenty (20) hours per week on average, longevity pay is paid as follows:

- After five (5) years of continuous employment: \$200.00 each year for anniversary years 5 through 9.
- After ten (10) years of continuous employment: \$300.00 each year for anniversary years 10 through 14.
- After fifteen (15) years of continuous employment: \$400.00 each year for anniversary years 15 through 19.
- After twenty (20) years of continuous employment: \$500.00 each year for anniversary year 20 and each full year worked thereafter.

Effective 7/1/2020

## **ARTICLE 11 - FUNERAL LEAVE**

- .01 Funeral leave shall be granted to all full-time and permanent part-time employees who work a minimum of fifteen (15) hours per week without loss of pay subject to the following conditions:
- a) An employee shall be granted a maximum of five (5) days leave in the event of a death in the immediate family. Immediate family is defined as father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandparent. The employee shall receive up to five (5) days leave provided that all such days are the employee's regular working days. Said leave shall not start before the day of death nor extend more than one day beyond the day of the funeral.
  - b) If a death in the family of an employee is that of a brother-in-law, sister-in-law, grandchild or a person living with the employee and considered to be family, excluding persons living with the employee for economic consideration only,

said employee shall receive up to two (2) days leave provided that all such days are the employee's regular working days. Said leave shall not start before the day of death nor extend more than one day beyond the day of the funeral.

- c) In the event of the death of the employee's aunt, uncle, or first cousin, the employee shall be granted the day of the funeral only, provided that said day is the employee's regular working day.

## **ARTICLE 12 -ALLOWANCES**

- .01 The Employer will reimburse each employee for the cost of renewing their nursing licenses.
- .02 The Employer will reimburse each employee for the cost of nurse's liability insurance.
- .03 The Employer will reimburse each employee fifty-five dollars (\$55.00) for the cost of AAA.

## **ARTICLE 13- CONFERENCE/SEMINAR TRAINING ALLOWANCE**

- .01 Each employee covered by this Agreement shall be allowed to attend conferences or training seminars including but not limited to Massachusetts Association of Public Health Nurses Annual Conference (MAPHN) with approval of the Department Head or, in the absence of a Department Head, the Board of Health chairperson. Employees may be released from work, without loss of pay, in order to attend approved seminars.

## **ARTICLE 14 – PERSONAL EMERGENCY LEAVE**

- .01 Regular full-time employees shall be granted three (3) personal/emergency days per year in the ratio to their regularly scheduled work day. Said days are to be taken at the discretion of the employee with the approval of the Department Head when in his or her opinion said day will cause the least interference with the operation of the Department. Said days require three (3) days advance notice to the Department Head. In the event said days are taken for a genuine emergency situation, prior notice is not necessary. However, approval of the Department Head is necessary. Notwithstanding the above, a newly hired employee shall work continuously for six (6) months before being entitled to one personal/emergency day, and continuously for one (1) year before being entitled to three personal/emergency days.

- .01 Personal/emergency leave must be taken during the fiscal year in which it is earned or be forfeited.
- .02 Personal leave may be taken in one-hour increments subject to the staffing needs of the Department.

#### **ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY**

- .01 Leaves of absence not to exceed sixty (60) days for reasons of personal convenience (but not to try a new job) may be taken under the following conditions:
  - a) A request for leave must be in writing to the Department Head.
  - b) In making said written request, at least fifteen (15) days prior notice must be given before the date of the anticipated leave.
  - c) No benefits shall accrue while on leave without pay.
- .02 An additional thirty (30) days leave without pay may be granted by the Department Head under the above mentioned conditions.

#### **ARTICLE 16 - REPORTING INJURIES**

- .01 Any injury sustained in the line of duty must be reported, if the employee is physically able, to the immediate supervisor during the shift in which the injury occurred, and the accompanying accident report must be submitted within twenty-four (24) hours of said injury.

#### **ARTICLE 17 - OVERTIME (SUBJECT TO ARTICLE 27)**

- .01 All full-time employees covered by this Agreement shall be paid at the rate of time and one half (1½) their normal rate or time and one half (1½) compensatory time for all hours worked in excess of thirty-seven and a half (37½) hours during any regular work week. "Regular work week" is defined as a week with regular workdays on Monday through Friday without any days off, including, but not limited to, for holidays, sick days, vacation days, personal days, or town office closure.

Full-time employees may accrue up to thirty-five (35) hours of compensatory time which must be used within a 6-month period. The use of compensatory time shall be at a time mutually acceptable to the employee and the Department Head.

- .02 Compensation shall not be paid twice for the same hours.

- .03 In the event of an emergency, employees shall be expected, except for good and sufficient reasons, to report for said emergency work when requested to do so by the Department Head.
- .04 There shall be no discrimination against any employee who declines to work overtime during non-emergency situations so long as some bargaining unit member accepts such duty promptly.

**ARTICLE 18 -JURY PAY**

- .01 The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

**ARTICLE 19 - MERIT INCREASES**

- .01 Merit increases may be granted after an employee has been in the employ of the Town for a period of one (1) year or longer and shall be spaced at one (1) year intervals based on the employee's anniversary date of employment. Said increase must be recommended by the Department Head and approved by Human Resources.

**ARTICLE 20 - BI-WEEKLY PAYMENT OF WAGES**

- .01 Bi-weekly payment of wages may be instituted by the Town after two (2) months advance notice in writing to the Association.

**ARTICLE 21 - WAGES & INCREMENT STEPS**

.01

<b>Nurses -Schedule VII</b>				<b>Effective 7/1/2024</b>			<b>FY25</b>
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
N-1	28.8261	31.1462	33.4663	35.7864	38.1065	40.4266	42.7467
<b>Nurses - Schedule VII</b>							
				<b>Effective 7/1/2025 – 2%</b>			<b>FY26</b>
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
N-1	29.4026	31.7692	34.1357	36.5022	38.8687	41.2351	43.6016
<b>Nurses - Schedule VII</b>							
				<b>Effective 7/1/2026 – 2%</b>			<b>FY27</b>
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
N-1	29.9907	32.4046	34.8184	37.2322	39.6460	42.0598	44.4737

The minimum step in previous contracts is now referred to as "Step 1". The wage and increment steps are now numbered Steps 1 through 7.

- .02 All employees are required to have their wages and other Town payments and compensation directly deposited into a banking institution as required by the Town Treasurer.

## **ARTICLE 22 - DRUG TESTING**

- A. Probationary Employees: employees may be tested once during the probationary period at such times as may be determined by Management.
- B. Serious Incidents: an employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested once after the incident.
- C. Reasonable Suspicion: an employee may be tested once there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his or her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
- D. Procedures:
  - 1. Hair samples (urine samples where appropriate or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.
  - 2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding test results, if required. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal

Department of Health and Human Services, initially published on February 13, 1987, and as updated.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.
4. Test results will be made available to the employee as soon as they are made known to the Department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by a testing officer from the Department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the Department to obtain the testing sample. Hair samples may be taken at the main office.
7. The Department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the Department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

E. Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

F. Impairment by Prescription Medicine: An employee shall notify the Department Head when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Department Head of the known side effects of such medication and the prescribed period of use. The Department Head shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or injured on duty leave where appropriate or may be placed on unpaid leave of absence if neither sick leave or injured on duty leave is available.

**ARTICLE 23 - ENTIRE AGREEMENT PROVISION**

01 It is acknowledged that during the negotiations which resulted in this Agreement the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement by the parties and further any past practices affecting employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement. Notwithstanding the foregoing, Management is free to exercise its rights, including but not limited to those under the Management Rights clause of this Agreement. If it does, the Association may request bargaining upon receipt of notice of a proposed change in or affecting a mandatory subject of bargaining, whereupon the Town agrees to negotiate so long as good faith negotiations proceed to impasse or agreement.

**ARTICLE 24 - SAVINGS CLAUSE**

.01 Should any provisions of this Agreement be found to be in violation of any federal or state law, by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force.

## **ARTICLE 25 - POSTING OF VACANCIES**

- .01 Whenever a vacancy within the unit arises which would involve a change from part-time to full-time status, or would involve an upward change in grade level, the Town agrees to notify the Association in writing, and to refrain from filling said vacancy for a period of seven (7) working days, unless an emergency exists. Within the seven (7) day period, present staff members may apply in writing to fill the vacancy. The Town agrees to consider such factors as qualifications, history of service and seniority in filling such positions, but also reserves the right to fill such a vacancy from outside applicants.

## **ARTICLE 26 - REDUCTIONS IN FORCE**

- .01 In case reductions in force become necessary, the Town agrees to give due consideration to such factors as qualifications, history of service and seniority.

## **ARTICLE 27 - INCENTIVE PROGRAM**

- .01 After successful completion of a six-month probationary period, any employee who has completed one hundred ~~twenty~~ (120) consecutive calendar days of employment without absence shall have the following optional benefit choice:
- a. Payment of one (1) day's straight time wages, or
  - b. one (1) personal day, to be taken by the employee when mutually convenient with his or her supervisor, or

The employee will elect his or her choice of option within ten (10) work days after completing his or her one hundred twenty (120) consecutive calendar days of employment and will do so in writing to his or her immediate supervisor. If a personal day is chosen, it must be used within the fiscal year it is earned, and may not accumulate from year to year, except where the employee earns the personal day by completing the one hundred twenty (120) day cycle during the last two weeks of a fiscal year in which case the personal day may be used during the following fiscal year.

## **ARTICLE 28 - FILLING IN FOR OTHER ROLES**

- .01 When a nurse is directed by the Department Head or, in the absence of a Department Head, the Board of Health chairperson to fill in for another Health Department employee, who is not a nurse, for a whole day, he or she shall be paid an additional thirty dollars (\$30.00) per day.

- .02 Said working out of grade increases shall commence at the beginning of the eighth (8th) hour and shall be retroactive to the first (1st) hour but working out of grade increases shall not be accumulative.
- .03 The Board of Health shall be required to give written notice of working out of grade to the Treasurer and Accountant prior to compensation.

#### **ARTICLE 29 - INSURANCE**

- .01 If any Court decision from a Court of final jurisdiction is rendered on cases involving the Town and its employees' concerning insurance, the parties will re-open negotiations to deal with the impact of such a decision.
- .02 The Town of Ludlow shall contribute fifty percent (50%) of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for Town employees, and the employee shall contribute the remaining fifty percent (50%). The Town of Ludlow shall contribute seventy-eight (78%) of the cost of the premium for any other group health insurance plan (e.g., HMO, POS, or PPO) that it provides for Town employees, and the employee shall contribute the remaining twenty-two percent (22%), provided however, that this change in percentage contribution rates shall not take effect prior to July 1, 2010, nor until it is implemented for at least two other bargaining units in the Town.

#### **ARTICLE 30 - CAREER INCENTIVE**

- .01 Any employee who earns a Bachelor of Science in Nursing degree shall be paid the sum of seven-hundred fifty dollars (\$750.00) per fiscal year, or any employee who earns a Master of Science in Nursing degree shall be paid the sum of one- thousand dollars (\$1,000.00) per fiscal year. Degrees must be from an approved and accredited institution.
- .02 Notwithstanding the said requirements of Article 30, the Town agrees to pay the \$1,000.00 career incentive to Angela Kramer, who currently is a Registered Nurse holding a Master's Degree in Public and Community Health Education. This Agreement is limited and specific to Nurse Kramer and shall not apply to other employees or circumstances.

#### **ARTICLE 31 - DURATION OF AGREEMENT**

- .01 This Agreement will be effective as of July 1, 2025 and will continue in force until and including June 30, 2027 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by November first (1<sup>st</sup>) of the calendar year preceding the calendar year in which this contract expires, either the Town or the Association shall have given the other written notice of its desire to modify or terminate this Agreement.

## ARTICLE [X] – ESTABLISHMENT OF THE STRATEGIC PLANNING COMMITTEE

### Section 1: Purpose and Authority

The Town of Ludlow hereby establishes the **Strategic Planning Committee** (the “Committee”) to guide the long-term, sustainable development, fiscal responsibility, and overall direction of the town. The Committee is charged with creating and maintaining a forward-looking, town-wide strategic plan that identifies Ludlow’s priorities for the coming decades. This plan shall integrate financial forecasting, infrastructure needs, economic trends, population changes, and evolving community values. The Committee shall serve as a central advisory body, empowered to offer policy recommendations, conduct long-range analysis, and coordinate efforts among departments to ensure a cohesive, future-ready vision for Ludlow.

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### Section 2: Composition of the Committee

The Committee shall consist of seven (7) voting members:

- 1 Resident-at-Large (appointed by the Select Board)
- 2 Members of the Select Board (appointed by the Select Board)
- 2 Members of the Finance Committee (appointed by the Finance Committee)
- 1 Member of the Planning Board (appointed by the Planning Board)
- 1 Member of the School Committee (appointed by the School Committee)

In addition, the **Town Administrator** and the **Town Accountant** shall serve as **non-voting ex officio members** of the Committee, providing financial and operational insight to support the Committee’s work.

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### Section 3: Term of Service

Members shall serve a two (2) year term, with no term limits. Mid-term vacancies shall be filled by the relevant appointing authority to complete the unexpired term.

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### Section 4: Purpose and Duties

The Committee shall be responsible for developing and sustaining Ludlow’s long-term strategic and financial framework, including:

1. **Creating and Maintaining a Long-Term Strategic and Financial Plan**  
The Committee shall develop a dynamic, adaptable strategic plan that looks years into the future. The plan shall identify long-range goals related to economic vitality, land use, energy and utilities, infrastructure, education, public health, housing, and community well-being. Each component will include financial modeling, capital improvement strategies, and sustainability benchmarks to ensure Ludlow’s long-term fiscal and operational resilience.
2. **Evaluating Town Policies Through a Future-Oriented Lens**  
The Committee shall review existing and proposed policies, programs, and capital projects for long-term impact and alignment with the strategic plan. This includes analyzing financial

sustainability, operational efficiency, and whether short-term decisions support Ludlow's generational goals. The Committee may recommend policy shifts, innovations, or reforms to strengthen Ludlow's position for future challenges and opportunities.

3. **Engaging with Stakeholders and Aligning Long-Term Visions**

The Committee shall collaborate with all Town departments, boards, and stakeholders to understand their long-term objectives and operational forecasts. Recognizing that department-level goals may reinforce or conflict with one another, the Committee will act as a centralized forum to synthesize and align those visions. It will identify opportunities for shared resources, cooperative investments, and cross-departmental initiatives, creating a unified plan that is efficient, forward-thinking, and financially sound.

4. **Monitoring Progress and Long-Term Outcomes**

The Committee shall define long-term performance metrics and success indicators to track implementation and evaluate outcomes over time. These may include fiscal health indicators, service quality benchmarks, infrastructure condition indices, and sustainability measures. The Committee shall use this data to recommend course corrections and report on Ludlow's progress toward its strategic goals.

5. **Recommending Structural and Governance Improvements**

Based on its long-term outlook, the Committee may recommend amendments to town by-laws, governance frameworks, or organizational structures to support lasting progress. These proposals may include structural reforms that enhance transparency, accountability, financial flexibility, or responsiveness to demographic and economic change.

6. **Plan Stewardship and Adaptive Authority**

The Committee shall serve as the steward of the strategic plan and is authorized to adjust, refine, and re-prioritize its content as new data, opportunities, risks, and stakeholder input emerge — provided such changes remain consistent with the laws of the Commonwealth of Massachusetts and the overall goals adopted by the Town. These changes may include modifying timelines, updating assumptions, refining goals, or shifting resources in response to financial, demographic, or regulatory developments.

This autonomy ensures that the strategic plan remains a living document — able to evolve and remain relevant between formal updates and long-term reviews.

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**Section 5: Meetings and Transparency**

The Committee shall meet at least quarterly, or more often as necessary. All meetings shall be open to the public in accordance with Massachusetts Open Meeting Law, with agendas posted at least 48 hours in advance. Minutes and supporting materials shall be maintained and made publicly accessible.

---

**Section 6: Officers of the Committee**

The Committee shall elect a **Chairperson** and a **Vice-Chairperson** from among its voting members at its earliest meeting after the annual town elections results have been officially recorded by the town Clerk each calendar year.

- The **Chairperson** shall preside over all meetings, coordinate the work of the Committee, and serve as the primary liaison with Town officials and departments.

- The **vice-Chairperson** shall perform the duties of the Chairperson in their absence and support the leadership of the Committee.

The Committee shall also appoint a **Secretary**, who shall be a **non-voting community volunteer**. The Secretary shall be responsible for:

- Scheduling and organizing meetings
- Preparing and posting agendas in accordance with Open Meeting Law
- Managing communications between the Committee, the public, and Town departments
- Recording, maintaining, and publicly posting meeting minutes and supporting documents

The Secretary shall serve at the pleasure of the Committee and may be reappointed annually.

---

### **Section 7: Budget and Funding**

To carry out its long-term planning functions, the Committee may request appropriations through the Select Board or Annual Town Meeting. Funding may support consulting services, financial modeling, technology tools, public engagement processes, or professional expertise needed to develop and sustain the long-term plan. All expenditures shall be subject to the Town's financial controls and reporting requirements.

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### **Section 8: Reporting and Long-Term Accountability**

The Committee shall provide an annual strategic progress report to the Select Board and Finance Committee prior to the Special Town Meeting in October. Reports shall summarize measurable progress toward long-term goals, shifts in financial or demographic trends, and any recommended policy or budgetary changes.

The Committee shall also summarize any substantive adjustments made to the strategic plan in its annual reports, ensuring transparency while preserving its operational autonomy. Any major shifts in direction, reprioritization, or fiscal re-alignment shall be documented along with the rationale and anticipated impact.

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### **Section 9: Amendments to the By-Law**

This by-law may be amended or repealed by majority vote of the Town Meeting, provided that notice of such amendment or repeal appears in the warrant for the meeting.

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Outlook

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**Re: Strategic Planning Committee Bylaw**

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**From** Mike Kelliher <mikekelliher67@gmail.com>**Date** Sat 6/7/2025 4:05 PM**To** Marc Strange <mstrange@Ludlow.ma.us>**Cc** matt@caracascorp.com <matt@caracascorp.com>; sueboyea1953@gmail.com <sueboyea1953@gmail.com>; mkelley@arrhacu.com <mkelley@arrhacu.com>; asanches@pvcu.org <asanches@pvcu.org>; anetاكلombard <anetاكلombardi@gmail.com>; dcincone@charter.net <dcincone@charter.net>; charles.chad.mullin <charles.chad.mullin@gmail.com>; wanicoll <wanicoll@gmail.com>; James Gennette <jgennette@Ludlow.ma.us>

Mark,

Basically this looks good. A couple of suggestions.

Do we need to have terms for the members? Maybe just leave it up to SB, SC, FINCOM to appoint who they would like to. Gives those boards flexibility, one less thing to worry about. I know for our SC sub committee assignments we looked at those annually, most times kept the same assignments, but occasionally someone had a conflict come up and needed to switch. As for the community member, if we get a volunteer it'd probably be best to keep them as long as they're willing to serve.

One thing we have in the FINCOM bylaws is if you miss 3 consecutive meetings (with exceptions for illness) that's basically a resignation. I've had SC subcommittee's where this would have been helpful.

Also do we want to spell out how long term we're looking at? 5 years? Might help to focus the group if there's some definition there. That might be something the committee discusses early on, some things like capital projects you may want to be planning a shorter window, might be other items you'd want to take a longer view.

Otherwise looks good. Something we desperately need to get going!

Mike

Mike Kelliher  
413-427-8105

On Jun 5, 2025, at 9:42 AM, Marc Strange <mstrange@ludlow.ma.us> wrote:

Good morning,

7/18/25, 7:40 AM

Mail - Marc Strange - Outlook

Please take a look at the attached proposed bylaw that would formally create a Strategic Planning Committee. The SB meetings next on June 24 and will be revisiting this proposal. They would hoping you all could review and provide feedback before then. Thank you.

**Marc A. Strange**

Ludlow Town Administrator  
488 Chapin Street  
Ludlow, MA 01056  
Work: 413-583-5600 x1201  
Mobile: 413-262-7645

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<Staregic Committee By-law.pdf>



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**RE: Strategic Planning Committee Bylaw**

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**From** Tony Sanches <asanches@pvcu.org>

**Date** Fri 6/6/2025 8:25 AM

**To** Marc Strange <mstrange@Ludlow.ma.us>; matt@caracascorp.com <matt@caracascorp.com>; sueboyea1953@gmail.com <sueboyea1953@gmail.com>; mkelley@arrhacu.com <mkelley@arrhacu.com>; mkekeliher67@gmail.com <mkekeliher67@gmail.com>; anetaklombard <anetaklombardi@gmail.com>; dcincone@charter.net <dcincone@charter.net>; charles.chad.mullin <charles.chad.mullin@gmail.com>; wanicoll <wanicoll@gmail.com>

**Cc** James Gennette <jgennette@Ludlow.ma.us>

Hi Marc,

The by-law presents as well-structured and comprehensive.

Areas for clarification:

**1. Term Limits**

Do you want to consider adding a cap (e.g., 3 consecutive terms) to encourage fresh perspectives?

**2. Resident-at-Large Selection**

Do you want to consider outlining criteria or a public application process to ensure community trust?

**3. Stakeholder Engagement Mechanisms**

Given the Strategic Planning Committee's critical role in shaping Ludlow's long-term future, would you consider specifying formal stakeholder engagement mechanisms—such as public forums, surveys, or advisory panels—to ensure consistent, inclusive, and transparent community input throughout the planning process?

**4. Performance Metrics**

What types of metrics would you recommend including to measure baseline data, measurable targets, and timelines for each strategic goal or to track progress and ensure accountability?

**5. Budget Oversight**

The Committee can request funding, but it might be helpful to define a maximum annual budget or require Select Board approval for expenditures above a certain threshold.

**6. Secretary Role**

The Secretary is a non-voting volunteer, the by-law should clarify how this person is recruited and what qualifications are preferred.

Overall, the by-law lays a strong foundation for strategic governance in Ludlow. While the Committee does not have enforcement authority, its power is indirect but strategic, it influences, aligns, and advises. The Committee's effectiveness will depend on the quality of its work, the credibility of its members, and the willingness of the Select Board to act on its recommendations.

I appreciate the opportunity to provide input and would be happy to discuss any of these points further.

Thank you,

**Tony Sanches | Vice President of Lending**  
NMLS #476943

Pioneer Valley Credit Union  
Springfield, MA 01104-3210  
413.730.4128 Direct  
866.697.8328 Toll Free  
413.788.0013 Fax  
[asanches@pvcu.org](mailto:asanches@pvcu.org)  
[www.pvcu.org](http://www.pvcu.org)



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**From:** Marc Strange <mstrange@Ludlow.ma.us>  
**Sent:** Thursday, June 5, 2025 9:43 AM  
**To:** matt@caracascorp.com; sueboyea1953@gmail.com; mkelley@arrhacu.com; mkekelliher67@gmail.com; Tony Sanches <asanches@pvcu.org>; anetaklombard <anetaklombardi@gmail.com>; dcincone@charter.net; charles.chad.mullin <charles.chad.mullin@gmail.com>; wanicoll <wanicoll@gmail.com>  
**Cc:** James Gennette <jgennette@Ludlow.ma.us>  
**Subject:** Strategic Planning Committee Bylaw  
**Importance:** High

Good morning,

Please take a look at the attached proposed bylaw that would formally create a Strategic Planning Committee. The SB meetings next on June 24 and will be revisiting this proposal. They would hoping you all could review and provide feedback before then. Thank you.

**Marc A. Strange**  
Ludlow Town Administrator  
488 Chapin Street  
Ludlow, MA 01056  
Work: 413-583-5600 x1201  
Mobile: 413-262-7645

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⚠ CAUTION ⚠

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## Town of Ludlow Select Board USE OF OPEN SPACES POLICY

EFFECTIVE : \_\_\_\_\_

### **Introduction:**

Thank you for considering the Town of Ludlow for your event! The Town of Ludlow recognizes that municipal buildings and properties have been created by, and are supported by the citizens of Ludlow, and that the Select Board supports the use of the Town facilities by individuals, groups, and associations for educational, cultural, civic, and recreational activities. It is the goal of the Town of Ludlow to work with event managers and organizers to help ensure that the events taking place in our community are both safe and successful, while minimizing the impact on our residents and businesses. Completing this form is the first step in your application process and does not confirm your date or signify any intention by the Town to approve this application.

### **Policy, Rules and Regulations:**

Individuals, groups and associations involved in educational, cultural, civic, and/or recreational activities may be permitted use of town-owned Open Spaces on a space-available basis provided use does not interfere with Town operations and the application is otherwise approved by the Select Board. Town department activities and official Town committees will always have priority regarding the use of these spaces. Granting of permission to use an Open Space should not be construed as an endorsement of any individual or group. No applicant should, in any of its publicity, state or suggest that the Select Board, the Town of Ludlow, or its officials, employees, and agents sponsors or endorses the activity, the applicant, or any set of ideas.

Applications may be obtained in person from the Select Board's Office located at Ludlow Town Hall (488 Chapin Street) or via the town website at [www.ludlow.ma.us](http://www.ludlow.ma.us). Permission to use an open space will be reviewed by the Select Board or their designee upon

completion of the appropriate application and use form (*attached*). All applications must be in writing and submitted to the Select Board's Office not less than ninety days (90) and not longer than twelve months in advance of the proposed use time.

All components of the event are subject to approval by the Select Board and may also require approval by and/or permit(s) from other Town agencies, departments, or boards. It is the responsibility of the applicant to secure all necessary Town of Ludlow permits and submit payments required for permits. If you are scheduling a large and/or complicated event, you may be required to obtain approval from several Town departments (Building, Health, Recreation, Police, Fire) as well as one-day alcohol and/or entertainment licensing. You will be notified as to which approvals are necessary depending on the size/scope of your event.

The authorized participant is required to demonstrate that adequate provisions have been made for security, parking, insurance, set-up, maintenance and cleanup, emergency services, and safety of operations.

The Town assumes no liability for injury to persons authorized to use an Open Space and further assumes no liability for loss or damage to equipment, materials, or other individual property. Groups using the facility will need to sign a release of liability (*attached*).

Each applicant must supply a certificate of insurance, from an insurer licensed to do business in Massachusetts, in an amount not less than \$1 million, naming the Town of Ludlow as an additional insured, and covering damage to the park(s), its grounds, and its contents, and liability for injury to people occasioned to use the park. Such certificate must show that the insurance it offers is not cancelable except on at least ten (10) days' written notice to the Select Board.

The Town reserves the right to cancel any use within fourteen calendar days' notice. In addition, cancellation may occur without advance notice due to inclement weather conditions or emergency situations.

Those using an Open Space shall be responsible for controlling the behavior of persons entering the Park or attending the function, by assuring the following:

- a. The responsible person in charge of the function or event shall always be present. The person responsible shall remain until everyone else has left the premises.
- b. Children must be always supervised. One responsible adult should always be in charge and present for every ten (10) children.
- c. Gambling in any form is prohibited per Massachusetts State Law.
- d. Alcohol is allowed only in designated areas and requires a liquor license from the Select Board.

Those using an Open Space should protect it from damage by assuring the following:

- a. Use must be limited to the specific area granted/approved.
- b. No equipment, furnishing or fixtures are to be used, moved, altered, adapted, or adjusted without permission. A written layout (using a current google image) of the desired setup of tables, chairs and/or facilities shall be provided with this application and are subject to the approval of the Town Administrator, Health Department, Department of Public Works, Fire Department and Police Department.
- c. Restitution for any vandalism or accidental damage to the facility or equipment will be the responsibility of the organization using an Open Space.
- d. Nothing shall be pinned, taped, or fastened, painted or drawn to the walls, curtains, or floors, etc. and the Open Space shall not be altered, temporarily or permanently in any such way.
- g. The Open Space must be left in a clean and orderly condition. The users of the Open Space shall be responsible for cleaning up. The Open Space must be returned to the state of cleanliness and order prior to its use for the event.
- h. The use of the Open Space is confined to the area or facilities stipulated in the application. All access to other areas of the building is strictly prohibited. Users of Veteran's Memorial Park ("Gazebo Park") must stay at least 20 feet away from the Veteran's Memorial, which fronts on East Street.
- i. Any and all costs associated with police/fire details or presence must be paid by the applicant. The need and scope of police/fire details shall rest in the sole uncontestable discretion of the Police and Fire Departments.
- j. Applicants that are not Ludlow-based (e.g., do not have a Ludlow address or place of business) are required to submit a \$1,000 deposit that will be returned to the applicant after an inspection of the used open space and confirmation by the town that all applicable requirements of this policy have been adhered to.

Failure to comply with any conditions of use will render the applicant liable to the Town of Ludlow for the cost of repair and/or clean up and may result in additional charges and/or forfeiture of future bookings.

The Town of Ludlow reserves the right to deny requests due to prior disrespect of facilities, property, equipment, personnel and/or rules and regulations, including exceeding the scope of the previously approved use.

**Applicability:**

This policy is only applicable to the use of town-owned open spaces by applicants or groups who are not legally affiliated with the Town of Ludlow. The monument area of Memorial Park, which honors Ludlow residents who served our country, may not be used by anyone except town officials. The private use of Town buildings and any and all meeting spaces, and/or offices within or upon the Town property is strictly prohibited, except otherwise specified in writing elsewhere. This policy shall not apply to or alter any other existing policies for the private use of other Town of Ludlow property and/or facilities not in the care, custody and control of the Select Board; for example, this policy does not apply to the Public Schools or its properties.

# APPLICATION FOR USE OF TOWN OPEN SPACES AND WAIVER OF LIABILITY AGREEMENT

## Event Summary

Event Title: \_\_\_\_\_

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Event Location:

- Veteran's Memorial Park ("Gazebo Park")—11 East Street
- Post Office Park—Chestnut/Winsor/Sewall Streets
- Whitney Park—167 Howard Street
- The Riverwalk—Riverside Drive                       West Street Park—84 West Street
- Camp White—Munsing Street                               Electric Park—13 Watt Ave
- Other \_\_\_\_\_

	Day of the Week	Date	Time
Set up Starts			
Event Starts			
Event Ends			
Dismantle Ends			

Anticipated number of attendees? \_\_\_\_\_

Is this an annual event? \_\_\_\_\_

Note: Most park areas cannot be reserved for the exclusive use of the groups, and access to the area by the general public must be available at all times. This means that areas cannot be roped off or otherwise secured.

## Site Plan & Route Map

To ensure appropriate review of your event, it is preferred that you submit one or more of the following: Blueprints or computer assisted drawings of your event site plan or a hand drawing of your site plan. Be sure to include the placement of receptacles (bins, dumpsters) for both trash and recycling in your plan/map.

Temporary structures, including stages built by private parties, shall conform to all applicable building codes and other Town regulations, and the Authorized User shall obtain any required building permits from the Building Department (413) 583-5600 ext. 1214 and Fire Department (413) 583-8332 ext. 2310. If a tent is erected, the Building/Fire Department shall complete a safety inspection prior to the event. The Health Department must be contacted for safe food handling and Food Permit at (413) 583-5600 ext. 1271.

Your event site plan/route map should be submitted and include but not limited to:

- An overview of the event venue, including the names of all streets or areas that are part of the surrounding area. If the event involved a moving route of any kind, indicate the direction of the travel and all street or lane closures.
- The provision of minimum twenty-foot (20') emergency access lanes throughout the event venue.
- The location of first aid facilities.
- The placement of dumpsters and/or trash & recycling bins
- The location of all stages, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail of the food booth(s) and cooking area(s), including identification of all vendors cooking with flammable gases or barbecue grills.
- Locations of generator(s) and/or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and ten structures.
- Identification of all handicapped accessible areas that meet 521 CMR Architectural

Access Board (ADA) Standards.

- Other event components not listed above. Please describe:

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## Contacts/Organization Information

This section will allow the Town Departments and agencies that have an interest in your event, to contact the appropriate individuals for any further information regarding your event. It will enable the Town to ensure all your needs are met, and that the interest of the Town's venue(s) are considered. Please feel free to write-in or attach any further information that you feel would be important in this matter.

---

Applicants' Name	Phone/Cell	Email ( <i>Required</i> )
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Organization Name	Street Address	City, State	Zip
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Web Address	Organization Phone	Email
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### Emergency Contacts:

In case of an emergency during the event, a person must be available to be contacted during the hours of the event. Please identify:

---

Name	Cell Phone	Other Phone
------	------------	-------------

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Name	Cell Phone	Other Phone
------	------------	-------------

## Organization Status

TAX EXEMPT, NON-PROFIT: This refers to an organization that has been recognized as tax exempt by the Internal Revenue Service at least six (6) months prior to your event date and is in good standing with the IRS. If you are a bona fide tax exempt, non-profit organization, a copy of your current tax exemption letter is required.

1. Is the Authorized user a commercial entity:  Yes  No

2. Is the Authorized User a bona fide tax exempt, non-profit entity?  Yes  No

If yes, you must attach to this application a copy of your IRS tax exemption letter providing proof and certifying your current tax-exempt status.

3. Are fees for admission, entry or participation required?  Yes  No

If yes, please provide an amount. \_\_\_\_\_

4. Are fees for vendor or other required?

Yes  No

Attach a copy of the most recent financial statement for this event.

## Security Plan

Have you made arrangements for security?  Yes  No If yes, check all that apply:

- Town of Ludlow Police Department  
 Licensed Professional Security Company\*\*  
 Other\* Please describe: \_\_\_\_\_

\*Certain activities require heightened security. The type of security will be determined by local, state and or federal officials.

\*\*If using licensed Security Company, please complete the following:

\_\_\_\_\_  
Company

Phone

\_\_\_\_\_  
Street

City

State

Zip

\_\_\_\_\_  
Private Operating License #

*Licensed Professional Security Company shall provide the Town with an insurance certificate naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted no later than 14 days prior to the event date.*

## Medical Services/Safety Plan

### EMS Plan

Due to the vast number of different types of events, along with the anticipated crowd sizes, any Authorized User shall contact the Town of Ludlow Fire Department at (413) 583-8332 ext. 2310 to determine the adequate resources needed for your event.

## Fire Safety Plan

The Fire Department shall be contacted in advance for any event that will include, tents, bonfires, propane tanks, fireworks displays, temporary structures, and any open flames. but not limited to the items listed above. Permits are not transferable, and any change in use, operation or tenancy shall require a new permit.

527 CMR 1:04: The Chief of the Fire Department or their designee may revoke a permit or approval issued under the provisions of 527 CMR, if there is any violation of the Fire Code, or there have been any false statements or misrepresentations. Certain special events may require a fire watch detail. A Fire Inspector shall inspect the site of the event and determine the need for a fire watch detail. Please contact the Fire Department for guidelines and associated costs for fire watch details.

- The Fire Department requires that the permit applications be filed at the Fire Department.
- Any inspection that is conducted after hours would require overtime for the inspector.
- Fireworks displays require a Fire Inspector and Police Officer to be present from the time that the fireworks arrive in the town until the end of the fireworks show.
- The fireworks permit is required to be submitted to the Fire Department at least 20 days before the date of the show. 527 CMR 1.00 1.12.8.39.2.2(1)

## Accessibility Plan

1. Will there be a clear path of travel throughout your event venue?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you developed a Disabled Parking and/or Transportation plan (including use of public transportation or shuttle services) for your event?

Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Will there be accessible rest rooms at your event?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Will all food, beverage and vending areas be accessible?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Entertainment and Related Activities

- Will you be erecting and using any tents or other temporary facility?     Yes    No
- Will sound checks be conducted prior to the event?    Yes    No

When? \_\_\_\_\_

- Will sound amplification be used? Start date/time: \_\_\_\_\_

End date/time: \_\_\_\_\_

- Will there be fireworks?    Yes    No    Fireworks require a Fire Detail and Police Officer to be present from the time the fireworks arrive in the Town until the end of the show. They will also require the erection of crowd control fencing.
- Will inflatable items, Hot air balloons or similar devices be used?    Yes    No
- If yes, please explain:

- 
- Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

Yes    No

- If yes, please explain:

---

## Amusement Rides

Will you have amusement rides?    Yes    No   If yes, please answer the following:

Number of rides: \_\_\_\_\_

Dates of operation: \_\_\_\_\_

Amusement Vendor (name, address,  
phone#): \_\_\_\_\_

License #: \_\_\_\_\_

*Amusement/Carnival Vendor shall carry liability insurance naming the Town of Ludlow as "Additional Insured." A copy of such must be submitted not later than 14 days prior to the event date. Include safe ride operator certificate with application. Vendor must coordinate with Local and State Inspectors for ride compliance.*

## Restrooms

Have you determined any facilities in the immediate area of your event which will be available to the public during the entire event?  Yes  No

If yes, please explain where they are located and how you have determined their availability during the entire event.

- Are the restrooms owned by the Town of Ludlow?  Yes  No
- Are you providing portable restrooms?  Yes  No
- How many portable restrooms? \_\_\_\_\_

Name of Portable Restroom Company \_\_\_\_\_

Address: \_\_\_\_\_

Phone# \_\_\_\_\_

Name of Contact person: \_\_\_\_\_

Set up time: \_\_\_\_\_ Pick up time: \_\_\_\_\_

## Alcohol

Will there be any alcoholic beverages at your event?  Yes  No If yes, please check all that apply:

- Free/host alcohol  Alcohol sales  Beer  
 Beer & Wine  Beer, Wine & Distilled Spirits

Will there be a licensed bartender/caterer to serve the alcoholic beverages?  Yes  No

If yes, please provide company name, address,  
phone: \_\_\_\_\_

Liquor Liability License#: \_\_\_\_\_

Please explain your plan to ensure the safe sale or distribution of alcohol at your event:

- Will you be using wristbands?  Yes  No  
 Will you be supplying police detail?  Yes  No  
 Who will be responsible for checking I.D.'s? \_\_\_\_\_  
 Who will be responsible for making sure alcohol does not leave restricted areas?  
\_\_\_\_\_

- Has anyone who will be serving or dispensing alcohol received TIPS certification or any other type of alcohol intervention training?  Yes  No

If yes, please provide their names(s) along with evidence of their certification:  
\_\_\_\_\_

Servers must be certified as trained in alcohol service safety such as "TIPS", "ServeSafe", or other alcohol service safety program. Proof of certification required.

## Waste Management

It is the responsibility of the Authorized User to ensure that all waste is properly disposed of during and after the term of the event. For multiple day events, all trash barrels must be emptied and waste removed from the site as needed and at the end of the day.

If the area is not properly cleaned, or if there is any damage to town property as a result of your event, you will be billed for the full cost of recovery, which will include rates for cleanup and repair. Further, failure to properly clean may result in disapproval of any future requests for a Use of Open Space, or may require a cash deposit and/or surety bond.

- **You are required to supply your own trash barrels**
- If the Town of Ludlow is supplying your trash barrels, you must supply your own plastic linings for the trash barrels. Call the Department of Public Works to coordinate.
- Should the proper disposal of waste at your event require a dumpster, the Authorized User is responsible to supply such item(s) at its own cost.
- Number of dumpsters: \_\_\_\_\_
- If cooking on site you must arrange for proper disposal of cooking oil.

## Food Concession or Preparation

You may be required to apply for a health permit if food or beverages are sold or given away during your special event.

The Health Department will determine if your event requires a food permit. If a licensed caterer will be serving food at the event the caterer must submit a copy of its food license to the Town's Health Department, along with a copy of the menu and a notification form. Also, in the Commonwealth of Massachusetts a certified food protection manager certification and allergen certification is required. Guidelines for food facilities are provided by the Town of Ludlow's Board of Health. These guidelines should assist you in planning for food handling, preparation and serving in the most responsible and legal matter. Any questions, please contact the Health Department at 413-583-5600 ext. 1271.

1. Does your event include food concession and/or preparation areas?  Yes  No  
Please describe how food will be served and or prepared:

---

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2. Will there be food vendors on site?  
 Yes  No If yes, how many? \_\_\_\_\_

3. Do you intend to cook food in the event area?  Yes  No

If yes, specify the method (i.e. gas, electric, charcoal, etc.) Use of propane requires contact with the fire department.

---

4. Will you and/or the food concession vendor provide a sink to be used in the proper preparation of food?  Yes  No

If yes, will you be supplying your own licensed plumbers and electricians to set up and connect the sinks?  Yes  No

Food Vendor Name \_\_\_\_\_ Phone# \_\_\_\_\_  
Address \_\_\_\_\_

*If more than one vendor, include a list of vendors with their address & phone number.*

## Applicant's Affidavit & Waiver of Liability Agreement

By signing this application, the person whose signature appears below signifies that he/she is personally, financially responsible for their group, will see that the facilities and equipment are not misused, that groups have proper adult supervision, that properties are used in conformity with policies established by the Town, and that any damages and/or loss whatsoever as a result of the group's use of properties will be compensated in full by the responsible person, upon demand.

It is hereby understood by the responsible person signing this application that any Town activities have absolute priority for use of any portion of the Open Space, even if an outside group (e.g., the applicant) has requested the use of a portion of the Open Space. Any Town activity whatsoever that may be subsequently scheduled shall have absolute priority for use of the Open Space.

The Town disclaims liability for loss or damage to personal property or personal injury, and the applicant individually and on behalf of each member of his/her group agrees to release and hold harmless the Town, its officials and employees and not to sue any of the same for any such liability or loss.

The applicant agrees to: abide by all of the policies of the Town and laws of the Commonwealth. As a condition of access to the Open Space, the requesting organization and the undersigned applicant agree to the following: To pay for and assume full liability for any and all loss or damages to person or property or claim thereof resulting to or arising from the use of the Open Space by such organization or individual (and those granted access to the Open Space thereby) whether from an occurrence at the Open Space itself during such use, before or after such use, going to and from such use, and/or within available parking areas. To reimburse or hold harmless the Town and the members, agents, and employees thereof from any such loss, damage or claim, including, but not limited to, it or their attorney's fees; to pay any attorney's fees and costs paid or incurred by the Town to enforce any obligation imposed under this paragraph or otherwise in the application; and to pay for cleanup if the Open Space and/or utilized equipment is/are not left in a clean and orderly fashion. In the event there is a question as to whether or not the Open Space and/or utilized equipment was left in a clean and orderly fashion, the Town Administrator shall make such determination.

Furthermore, in consideration of being permitted to use the Open Space, I/WE for myself/ourselves, my/our personal representatives, assigns, heirs, and next of kin hereby release, discharge, and covenant not to sue the Town, its respective manager, directors, agents, officers, members, volunteers, employees, other participants, sponsors, advertisers, and any owners, lessors of the premises on which I/We are permitted to use from all liability, claims, demands, losses, or damages on my/our account caused in whole or in part by the negligence of the Town or otherwise that may have arisen in the past, or may arise in the future, directly or indirectly, and I/We further agree this if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I/We, or anyone on my/our behalf, makes a claim I/We will indemnify, save and hold

harmless each of the parties claimed against from any litigation expenses, attorney fees, loss, liability, damage, or cost which anyone may incur as the result of such claim.

I/We have read this agreement, fully understand its terms, understand that I/We have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowable by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_

Applicant's E-Mail \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

This Affidavit MUST BE SUBMITTED, **signed** and postmarked or received (at least 90 days prior to the event) to the following:

Ludlow Town Hall  
c/o Select Board's Office  
488 Chapin Street  
Ludlow, MA 01056

**FAILURE TO RETURN THIS SIGNED AFFIDAVIT WITH THE COMPLETED PERMIT APPLICATION SHALL CAUSE THIS USE OF TOWN PROPERTY APPLICATION TO BE DEEMED INCOMPLETE**

**For Police Department Official Use Only**

Approval Recommended

Approval Not Recommended

Police Officer Required:  Yes  No  Other

Comments/Conditions:

Date:

Signature:

**For Fire Department Official Use Only**

Approval Recommended

Approval Not Recommended

Fire Dept. Presence Required:  Yes  No

Comments/Conditions:

Date:

Signature:

**For Public Works Official Use Only**

Approval Recommended

Approval Not Recommended

Comments/Conditions:

Date:

Signature:

**For Recreation Department Official Use Only**

Approval Recommended

Approval Not Recommended

Comments/Conditions:

Date:

Signature:

**For Building Department Official Use Only**

- Approval Recommended
- Approval Not Recommended

Comments/Conditions:

Date:

Signature:

**For Health Department Official Use Only**

- Approval Recommended
- Approval Not Recommended

Comments/Conditions:

Date:

Signature:

**For Select Board Official Use Only**

- Approved
- Not Approved

Comments/Conditions:

Date:

Signature:

**For Police Department Official Use Only**

- Approval Recommended
- Approval Not Recommended
- Police Officer Required:  Yes  No  Other

Comments/Conditions:

Date:

Signature:

**For Fire Department Official Use Only**

- Approval Recommended
- Approval Not Recommended
- Fire Dept. Presence Required:  Yes  No
- Comments/Conditions:

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

**For Public Works Official Use Only**

- Approval Recommended
- Approval Not Recommended
- Comments/Conditions:

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

**For Recreation Department Official Use Only**

- Approval Recommended
- Approval Not Recommended
- Comments/Conditions:

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

**For Building Department Official Use Only**

- Approval Recommended
- Approval Not Recommended
- Comments/Conditions:

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

**For Select Board Official Use Only**

- Approved
- Not Approved
- 

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



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Ludlow  
City/Town

90972-PK-0632  
ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee:  DBA:

Street Address:  Zip Code:

Manager:  Granted under Special Legislation? Yes  No

If Yes, Chapter  of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

Gas station/convenience store. One floor with retail, office and two storage rooms. A total of 5,108 square feet with two entrances and two exits.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date:  Time:

Advertised: Yes  No  Date Published:  Publication:

Abutters Notified: Yes  No  Date of Notice:

Date APPROVED by LLA:  Decision of the LLA:

Additional remarks or conditions (E.g. Days and hours):

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

**TOWN OF LUDLOW  
BUDGET ADVISORY COMMITTEE**

**CHARTER**

- The Budget Advisory Committee is an ad hoc committee of the Board of Selectmen to provide advice, counsel, and development of a budget policy statement for the Board of Selectmen, the Finance Committee and the community at large for the purposes of establishing a planning document to be used in the annual budget process.
- The Budget Advisory Committee shall be composed of 10 members.
- Membership on the Committee shall be composed of the following: the Chair and Vice Chair of the Board of Selectmen, the Chair and Vice Chair of the Finance Committee, the Town Administrator, the Chair of the Board of Assessors, the Assistant Assessor, the Town Accountant, the Town Treasurer, and the Town Tax Collector.
- The Budget Advisory Committee shall be Chaired by the Chairman of the Board of Selectmen and the Vice Chair shall be the Chair of the Finance Committee.
- The Town Administrator will serve as the secretary to the Committee

**CHARGE AND SCOPE OF RESPONSIBILITY**

- To assist and provide the Board with a budget policy statement and fiscal plan for the forthcoming fiscal year.
- To identify the anticipated revenue projections and sources of revenue for the fiscal year.
- To identify and project the tax rate and levy capacity for the fiscal year.
- To identify the anticipated level of "free cash" allocation for the operational budget.
- To identify the level of debt service obligation for the Town.
- To identify the level of spending that will be committed to the capital budget.
- To identify the level of spending for the operational budget.
- To identify and prioritize the fiscal goals to be accomplished in the forthcoming fiscal year.
- To identify specific instructions to departments on how their individual budgets should be submitted.
- The responsibility for recommending the allocation of funds to individual departments remains with the Finance Committee

2025

**NUMBER**  
56-25

**THE COMMONWEALTH OF MASSACHUSETTS**  
Town of Ludlow

**FEE**  
\$100.00

This is to certify that James Banas, Daniel Banas, John J. Banas, Banas Sand & Gravel Co., Inc.  
Name

246 Fuller Street, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – the site is active as a processing plant and no mining excavation is part of the operation. Materials are imported to the site for manufacturing concrete. Processing plant is the main activity. No reclamation is currently in process. Must comply with the rules & regulations of the Town of Ludlow. One acre \$2,500 bond. Hours: M-F 8:00 – 3:00 p.m.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**

55-25

**THE COMMONWEALTH OF MASSACHUSETTS**

Town of Ludlow

**FEE**

\$100.00

This is to certify that Lilian Chenier – Chenier’s Gravel Bank, Inc.  
Name

405 Munsing Street, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank Activities confined to 20 acres. No materials are mined or excavated on site. All materials are imported to the site for processing and resale. Processed materials are stored in segregated piles or storage bins. Must comply with the rules & regulations of the Town of Ludlow. Hours: M-F 7:30 a.m. – 5:00 p.m. and Saturday 7:30 a.m. – 2:00 p.m..

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**  
62-25

**THE COMMONWEALTH OF MASSACHUSETTS**  
Town of Ludlow

**FEE**  
\$100.00

This is to certify that Matias Goncalves, Caracas Construction Corp.  
Name

592 Holyoke Street, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – for the purpose of a material’s processing facility located at 592 Holyoke Street.  
Business to be conducted in compliance with the rules & regulations of the Town of Ludlow. One acre mined  
\$2,500 bond. Hours: M-S 7:00 a.m. – 5:00 p.m.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires  
June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**

205-25

**THE COMMONWEALTH OF MASSACHUSETTS**

Town of Ludlow

**FEE**

\$100.00

This is to certify that Ludlow Fish & Game Club, Inc.  
Name

857 Sportsmen's Road, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – conditions set forth by the Planning Board at their May 9, 2017 meeting. Operating Monday thru Friday, during normal business hours and conducting their business in such a way not to pose problems with the school located along Sportsmen's Road, with consideration given to May 1 to Oct 1 and keep the proper distance of 200 ft or more which is 341 feet from residential area.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**  
58-25

**THE COMMONWEALTH OF MASSACHUSETTS**  
Town of Ludlow

**FEE**  
\$100.00

This is to certify that Beverly Nawrocki, Nawrocki Construction, Inc.  
Name

4 Lyons Street, Granby, MA 01033  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – located on the East side of Lyons Street at the Hampshire & Hampden County Line. Business to be conducted in compliance with the rules & regulations of the Town of Ludlow. \$2,500 bond per acre, three acres mined. \$7,500 = 3 acres. No entrance coming onto Lyons Street in Ludlow. Buffer zone of 30 ft. Hours: M-F 7:00 a.m. – 5:00 p.m. & Saturday 8:00 a.m. – 12:00 Noon.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**  
61-25

**THE COMMONWEALTH OF MASSACHUSETTS**  
Town of Ludlow

**FEE**  
\$100.00

This is to certify that Amandio Fernandes, Daniel's Gravel Bank, LLC.  
Name

466 Miller Street, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – Excavate, process and remove mineral deposits from the property as needed located at the rear of Miller Street. To be conducted in compliance with the rules & regulations of the Town of Ludlow. Bond of \$2,500 per acre. Tow acres mined = \$5,000. Screening and crushing of materials. Hours 7:00 a.m. – 5:00 p.m.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

NUMBER  
57-25

THE COMMONWEALTH OF MASSACHUSETTS  
Town of Ludlow

FEE  
\$100.00

This is to certify that Ray Haluch Inc.  
Name

1014 Center Street, Ludlow, MA 01056  
Address

IS HEREBY GRANTED A PERMIT

For Gravel Bank – to include property on Belchertown Road & Sawmill Road formerly known as Belchertown Road, southside of Ackerman property as well as 1034 Center Street formerly Bruschi Bros., Inc. Business to be conducted in compliance with the Rules and Regulations of the Town of Ludlow working two acres – Bond at \$2,500 per acre = \$5,000 bond. Hours are M-S 7:00 am. To 5:00 pm  
***\*\*Restricted from mining in the 10-acre disputed parcel including a 50 ft. buffer. Mining is to be conducted in the designated section on the 2021 site plan. Estimated removal for upcoming year is ½ acre.\*\****

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**  
59-25

**THE COMMONWEALTH OF MASSACHUSETTS**  
Town of Ludlow

**FEE**  
\$100.00

This is to certify that L & E Gomes, LLC – Ginmar Enterprises, Inc.  
Name

136 Carmelina's Circle, Ludlow, MA 01056  
Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – working seven acres and using cleared area for stock piles. Area graded to profile and being used to stockpile materials. Business to be conducted in compliance with rules & regulations of the Town of Ludlow. Seven acres mined \$17,500 bond. Hours: M-S 7:00 a.m. – 4:00 p.m.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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2025

**NUMBER**

60-25

**THE COMMONWEALTH OF MASSACHUSETTS**

Town of Ludlow

**FEE**

\$100.00

This is to certify that Scantic Lands, LLC

Name

1102 Center Street, Ludlow, MA 01056

Address

**IS HEREBY GRANTED A PERMIT**

For Gravel Bank – removal of excel material from 10 acres of land located at 1102 Center Street with max working area of 3 acres at any on time. Business to be conducted in compliance with the rules & regulations of the Town of Ludlow. Bond \$2,500 per acre required. Three acres being mined is \$7,500 bond. Hours: M-S 7:00 a.m. – 5:00 p.m.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires June 30, 2026 unless sooner suspended or revoked.

Select Board

July 22, 2025

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# TOWN OF LUDLOW

## MEMORANDUM

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TO: Board of Selectmen  
FROM: Jamie Tomas, Director of Public Works  
RE: Gravel Bank Inspections  
DATE: June 24, 2025

On June 24, 2025, Jim Goodreau, Assistant Town Engineer and Jamie Tomas, Director of Public Works, performed the annual inspections of the permitted gravel banks. Below are comments from the inspections.

- Banas- only storage of materials, no mining currently going on, neat operation and site.
- Chenier- storage and processing of materials, no mining currently going on, neat operation and site, equipment storage for utility company.
- Nawrocki- mining gravel and sand on back and middle area of property, leasing land for millings storage, neat and clean operation, reclaim with grass after done with area.
- Ginmar- material from back of property being excavated, making material from crushing rocks and debris, accepts materials to process from other sites, neat clean operation.
- Daniels- no mining currently going on, appears to be being used for materials storage and processing only.
- Fish and Game Club- mining sand and gravel from back of property, neat operation and site.
- Caracas Construction Corp- no mining currently going on, appears to be being used for material storage, area has been cleaned up and organized.
- Ray Haluch- mining gravel and sand from back of property, neat and clean site and operation, reclaim with grass once done with area, logging operation currently being run, equipment storage for utility company.
- Scantic Lands, LLC. - (Center Street) – no activity on site, area cleaned up.

All applicants can be issued the requested permits.

***Affordable Duct Cleaning***  
***A Division of Longo Carpet Cleaning***  
***80 Ramah Circle South***  
***Agawam, MA. 01001***  
***(413) 786-9853***  
***(413) 789-2849f***  
**[www.Affordableduct.com](http://www.Affordableduct.com)**

July 10th, 2025

Town of Ludlow  
Attn: Mr. Dave Ritchie  
574 Center Street  
Ludlow, MA. 01056  
E-mail: [Dritchie@Ludlow.ma.us](mailto:Dritchie@Ludlow.ma.us)

Dave - (413) 426-7106 C#

Re: Police & Fire Department

Dear Mr. Ritchie,

Affordable Duct Cleaning would like to thank you for allowing us to provide a proposal for the cleaning & sanitizing of the air conveyance systems servicing this location.

After 18 years in business Affordable Duct Cleaning will provide the most outstanding service experience ever. Our guarantee is 100% unconditional that if you are not satisfied with the service we will respond quickly and make it right.

We are certified by NADCA (National Air Duct Cleaning Association) which is the most recognized body of certification in the world.

Our company operates the most advanced cleaning process in the market today. Our company prides itself on uniformed technicians, on-time arrivals, and professional service.

Our company carries the proper insurance for each job including proper liability, auto and workers compensation. This protects you as the consumer against litigation in case of an accident.

Finally, it is our sincere desire to maintain a relationship with you for years to come. This can only be accomplished in a business setting with outstanding customer service.

Sincerely,  
*Joseph Longo*  
Operations Manager

## ***AFFORDABLE DUCT CLEANING SCOPE OF SERVICES TO BE PERFORMED***

ADC proposes cleaning your air conveyance systems servicing your facility.

ADC will supply all labor, materials and equipment required to clean the air ventilation systems.

Work will be performed based upon a mutually agreed upon schedule.

### ***CLEANING PROCEDURE FOR THE AIR CONVEYANCE SYSTEMS***

#### **Lock-Out/Tag-Out**

The system will be Locked Out/Tagged Out by ADC.

#### **Protective Covering**

Areas where the work is being performed will be covered with plastic or drop clothes.

#### **Registers/Vents**

The registers and vents will be vacuum cleaned for health and appearance.

#### **Access Ports/End Caps**

Access ports will be cut into duct work.

If the end caps, registers and existing access doors are accessible, they will be used.

- b. Allows for total source removal and the system to be reached effectively and efficiently.
- c. Different access ports will be made depending on the size of the duct work.
- d. Access ports will be covered with removable airtight plates.

#### **Industrial Brushes**

Various size brushes will be used to agitate the interior of the duct system.

- a. Pellet brushes
- b. Fiberglass brushes
- c. Flexible-snakelike brushes
- d. Metal brushes

#### **HEPA Vacuums**

Industrial HEPA (High Efficiency Particulate Arresters) filter vacuums are used to vacuum the debris from the system.

- a. Source removal – removing contaminants, such as: dust, lint, mold spores, and any other particles that may be in the system.
- b. The HEPA-vacuum is a negative air flow machine that eliminates 99.9% of the contamination without getting particulate air-borne.
- c. The system will be hand vacuumed.

#### **Sanitizer**

The internal surfaces of the unit and duct work will be sanitized. The sanitizer will retard mold, mildew, and yeast growth. It will also disinfect the systems.

#### **Fan Unit**

ADC will access the fan unit by removing access panels and will vacuum clean the interior surfaces of the units.

# AFFORDABLE DUCT CLEANING

## CLEANING SERVICE PRICE

**Job Site: Police Department (Administrative Offices)**

Cleaning of the air conveyance system (1) ..... \$ 3,000.00

Cleaning of the air conveyance system (Holding Cells) .....\$ 2,000.00

**Job Site: Fire Department**

Cleaning of the air conveyance system Unit - 1 ..... \$ 2,550.00

Cleaning of the air conveyance system Unit – 2 .....\$ 2,400.00  
(Locker Room & Break Room unit)

**Total ... \$ 9,950.00**

**Proposal is valid for 60 Days.**

**Payment Terms: Net 30 days from Invoice date.**

**Upon scheduling appointment please email the customer's acceptance.**

**CUSTOMER ACCEPTANCE:** The terms and conditions as stated above are agreed.  
to and accepted by:

Purchase Order # \_\_\_\_\_ Date: \_\_\_\_\_

Proper Billing Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

Billing Terms: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **AFFORDABLE DUCT CLEANING**

### **INSURANCE**

General liability – Commercial general liability occurrence.

a. General Aggregate	\$2,000,000
b. Products – Comp./op Agg.	\$2,000,000
c. Personal & Adv. Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 100,000
f. Med. Expense (any one person)	\$ 5,000

Excess liability – Umbrella form

a. Each Occurrence	\$1,000,000
b. Aggregate	\$1,000,000

Worker's compensation and Employer's liability

Statutory limits

a. Each Accident	\$ 500,000
b. Disease – Policy Limit	\$ 500,000
c. Disease – Each Employee	\$ 100,000

Additional insurance can be obtained on a per-job basis.

### **SAFETY INFORMATION**

1. Lock Out/Tag Out (O.S.H.A.)
2. Eye Protection on service site.
3. Respirator protection program.
4. Hazard communications program.
5. Head protection
6. Hearing protection (only if necessary)
7. Material Safety data sheets.
8. Fall Protection program.
9. Tyvek suits (cloth or poly coated)
10. Confined Space entry program
  - a. Permit on hand daily
  - b. Visual marker for point of entry.
  - c. Safety ropes and harness worn.
  - d. Attendant and rescue procedure (in place)



# Department of Public Works The Town of Ludlow, Massachusetts

March 12, 2025

Cain's Mechanical LLC  
69 Franklin Street  
Feeding Hills, MA 01030

Re: Items C-13 - 2025 DPW ANNUAL BID LUDLOW

We are pleased to let you know that you have been awarded the following item(s) from the Town of Ludlow 2024 Material and Services Contract and Related Work Annual Bid #2025-08:

See Exhibit "A" Attached

Please electronically sign the contract attached to this email and return any required forms on or before **March 19, 2025**, including a **Certificate of Insurance** naming the Town of Ludlow as an additional insured. An executed copy will be forwarded to you once processed.

\*Please note any individual job from this bid that has a value of more than Twenty Five Thousand Dollars will require a Payment Bond equal to 50% of value of the job before work is performed.

Sincerely,

Marc Strange  
Town Administrator  
Town of Ludlow

Enclosures

# TOWN OF LUDLOW<sup>1</sup>

CONTRACT #DPW-25-002

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**DATE: JANUARY 9, 2025**

This Contract is entered into on, or as of, this date by and between the Town of Ludlow, 488 Chapin Street, Ludlow, MA 01056 (the "Town"), and

Cain's Mechanical, LLC  
["Contractor"]

69 Franklin Street  
Feeding Hills, MA  
01030

1. This is a Contract for the procurement of the following:

Items C-13, Equipment Rental, from the DPW Annual Bid, Attached as Exhibit A, as more fully set forth in the Scope of Work attached as Exhibit B.

2. The Contract price to be paid to the Contractor by the Town is: Unit pricing as bid per DPW ANNUAL BID attached as Exhibit A. The Contractor will be paid at the conclusion of each month for their services rendered in the prior month in accordance with the pricing set forth in Exhibit A.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed Unit Pricing attached hereto as Exhibit A, set forth in the Contract Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

4. Security:

4.1 In the event the job price exceeds the sum of \$25,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

5. Definitions:

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<sup>1</sup> Construction under \$250k

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 12/31/2025, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
- (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following:
    - (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Ludlow shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from

said breach (“Damages”) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision 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 the 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, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 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 Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the

performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race,

color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

#### 16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

#### 17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Ludlow unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

#### 19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

#### 20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Ludlow shall be individually or personally liable on any obligation of the Town under this Contract.

#### 21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

## 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

## 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Ludlow as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or

amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

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

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Ludlow by:  
Its Board of Selectmen

The Contractor by:

\_\_\_\_\_  
Selectman, Chair Date

  
\_\_\_\_\_  
Signature Date

07/01/2025

\_\_\_\_\_  
Print Name

John Cain , Manager  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Selectman Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Selectman Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Selectman Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Selectman Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Print Name



EXHIBIT A

Cain's Mechanical, LLC  
69 Franklin Street  
Feeding Hills, MA 01030  
Contract # DPW-25-002

**Item C-13  
Equipment Rental**

ITEM C-13.1A	Bulldozer and Operator Cat D3/D4 or Equivalent	\$300.00/HR
ITEM C-13.1B	Bulldozer and Operator Cat D5/D6 or Equivalent	\$350.00/HR
ITEM C-13.2A	Track Excavator and Operator 40,000#-50,000#	\$400.00/HR
ITEM C-13.6A	Trailer Platform Style w/Flush Dec, 2 Axle, 10 Ton	\$50.00/HR
ITEM C-13.6B	Trailer Platform Style w/Flush Dec, 2 Axle, 25 Ton	\$100.00/HR
ITEM C-13.7	Jet Vacuum Truck and Operator	\$250.00/HR
ITEM C-13.8A	Tri-Axle and Operator 18CY Capacity	\$140.00/HR
ITEM C-13.8B	Trailer Dump and Operator 24CY Capacity	\$180.00/HR
ITEM C-13.9	Asphalt Paver and Operator, 5 Ton Capacity	\$500.00/HR

**ITEM C-13**

**EQUIPMENT RENTAL**

<b>C-13.1A</b>	Bulldozer and Operator	(Cat D3/D4 or Equivalent)
<b>C-13.1B</b>	Bulldozer and Operator	(Cat D5/D6 or Equivalent)
<b>C-13.2A</b>	Track Excavator and Operator	40,000#-50,000# Class
<b>C-13.2B</b>	Track Excavator and Operator	50,000#-60,000# Class
<b>C-13.2C</b>	Track Excavator and Operator	15,000#-20,000# Class (mini exc.)
<b>C-13.3</b>	Rubber Tire Excavator and Operator	20,000#-40,000# Class
<b>C-13.4</b>	Front End Loader	3 C.Y. - 4 C.Y. Bucket
<b>C-13.5A</b>	Skid Loader	1/4 CY - 3/8 CY Bucket
<b>C-13.5B</b>	Skid Loader w/Bucket and Backhoe	1/4 CY - 3/8 CY Bucket & 6-8 Ft digging depth
<b>C-13.6A</b>	Trailer platform style w/ flush deck	2 axle, 10-ton capacity
<b>C-13.6B</b>	Trailer platform style w/ flush deck	2 axle, 25-ton capacity
<b>C-13.6C</b>	Trailer platform style w/ flush deck	3 axle, 40-ton capacity
<b>C-13.7</b>	Jet Vacuum Truck and Operator	
<b>C-13.8A</b>	Tri-Axle and Operator	18 CY capacity
<b>C-13.8B</b>	Trailer Dump and Operator	24 CY capacity
<b>C-13.9</b>	Asphalt Paver and Operator	5 Ton capacity


Bids shall be for furnishing Bulldozer, Excavator and Truck Services to be utilized on an "as needed" basis for various town projects. All items shall include both the equipment and the operator and shall be bid on a "per hour" basis. Fuel, maintenance, repairs, equipment transportation, and all other operating expenses shall be the responsibility of the Contractor. The items bid shall include, in the space provided, the Make and the Model of the equipment being bid.

Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER OR CONTRACT (PLEASE PRINT)

CERTIFICATE OF NON-COLLUSION

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID 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 ORGANIZATIOON, ENTITY, OR GROUP OF INDIVIDUALS.

  
\_\_\_\_\_  
(Signature of Authorized Person Signing Bid)

John Cain  
\_\_\_\_\_  
(Print Name)

Cain's Mechanical LLC  
\_\_\_\_\_  
(Company)

46-4030534  
\_\_\_\_\_  
(Federal Identification Number or Social Security Number)

413 896 1612  
\_\_\_\_\_  
(Phone Number)

12/15/2024  
\_\_\_\_\_  
(Date)

Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298


THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR BID OFFER OR CONTRACT  
(PLEASE PRINT)

CORPORATE AFFIDAVIT FORM

Cain's Mechanical      46-4030534      413 896 1612  
Company Name      FID or Social Security      Phone Number

\_\_\_\_\_  
Duns Number (if applicable)      John@Cainsmechanical.com  
Email Address

69 Franklin St      Feeding Hills      MA  
Address      City/Town      State/Zip Code

 \_\_\_\_\_  
Authorized Signature      m/m  
Title

John Cain  
Please Print Name of Authorized Signer      \_\_\_\_\_  
Title

Fax Number \_\_\_\_\_

Phone Number 413 896 1612


Please Check Where Appropriate

Minority Owned Business Enterprise \_\_\_\_\_

Women Owned Business Enterprise \_\_\_\_\_

Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR BID OFFER OR CONTRACT  
(PLEASE PRINT)


I,  John Cain managing member  
(Name of Signatory Party) (Title)

do hereby state:

That I understand and will pay or supervise the payment of the persons employed by

Cain's Mechanical LLC on the Ludlow DPW Materials  
(Contractor, Subcontractor or Public Body) (Building or Project)

And that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project will be paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature: 

Print Name: John Cain

Title: managing member

Date: 12/15/24



Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-533-5600 x1298

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR BID OFFER OR CONTRACT  
(PLEASE PRINT)

**LABOR HARMONY AND OSHA TRAINING**

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to all relevant Massachusetts General Laws.



Signature of Authorized Person Signing Proposal

John Cain  
Print Name

Cain's Mechanical LLC  
Name of Business

46-4030534  
Federal Identification Number or Social Security Number

413 896 1612  
Phone Number

12/15/27  
Date

## OSHA TRAINING CERTIFICATION FOR CONTRACTORS

The Town of Ludlow will comply with the amended M.G.L Chapter 30 section 39s:  
Contracts for Construction: Requirements as follows.

The Town in all bids and contracts that fall under the application of this law, as amended, will require bidders and or/contractors to comply with the requirements of certifying that they and their employees have complied with M.G.L Chapter 30 section 39s. This law requires successful completion of a 10-hour OSHA safety training course prior to working on the Towns worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however the Town may at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using a sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully in accordance with the language of the law, as amended, and that they are accepting responsibilities to comply with the law for the full term of the work.

The Town of Ludlow will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a work site subject to this section without documentation of successful completion of a course in construction safety and health approved by OSHA that is at least 10 hours in duration shall be subject to immediate removal.



John Cash

Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR BID OFFER OR CONTRACT  
(PLEASE PRINT)

CERTIFICATION  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: Cain's Mechanical LLC Email: John@Cainsmechanical.com

Authorized Signature: 

Print Name: John Cain Title: m/m

Date: 12/15/24

Telephone: 413-583-5600 Fax: \_\_\_\_\_

Town of Ludlow Procurement Office  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298

**THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR BID OFFER OR CONTRACT  
(PLEASE PRINT)**

**STATE & FEDERAL DEBARMENT DISCLOSURE FORM**

The vendor certifies that neither the vendor firm nor any owner, partner, director, officer or principal of the vendor, nor any person in a position of management responsibility or responsibility for the administration of federal, state or department/agency funds:

1-Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state, department/agency

2-Has within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3-Is presently indicted for otherwise criminally or civilly charged by a government entity (federal, state, local) with commission of any offense enumerated in paragraph 2 above.

4-Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, local) terminated for cause or default.

5-The vendor is actively registered with SAMS (Service Award Management) and has been assigned the following DUNS Number: \_\_\_\_\_ (For Federal Projects Only)

The vendor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from transactions by and federal or state department/agency.

The said undersigned certifies under the pains and penalties of perjury that the said undersigned is not presently debarred from doing public construction work or from contracting or subcontracting with the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the Massachusetts General Laws, or any Rule or Regulation promulgated hereunder, nor is the said undersigned presently debarred from entering into contracts for the furnishing of supplies or services to any public agency, and/or any Federal Regulations.

Name of Bidder: Cain's Mechanical LLC Date: 12/15/2011

By: John Cain

Print Name: John Cain Title: m/c

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

### STATEMENT OF COMPLIANCE

I, John Cain 12/15, 20 21  
(Name of signatory party) (Title) managing member

do hereby state:

That I pay or supervise the payment of the persons employed by  
Cain's Mechanical on the Lowell DPU Sewer  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature [Signature]  
Title managing member

**Town of Ludlow Procurement Office**  
488 Chapin Street, Second Floor  
Ludlow, MA 01056  
413-583-5600 x1298

**WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Laws a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Cain's Mechanical LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**69 Franklin St**

6 City, state, and ZIP code  
**Feeding Hills MA 01030**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																	
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶      Date ▶ **12/15/29**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS**

**Prevailing Wage Rates**

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Ludlow  
**Contract Number:** \_\_\_\_\_ **City/Town:** LUDLOW  
**Description of Work:** Equipment Rental (non- construction)

**Job Location:** 198 Sportsmen's Road, Ludlow, MA 01056

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - West</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.95	\$15.57	\$0.00	\$0.00	\$55.52
	06/01/2025	\$40.95	\$15.57	\$0.00	\$0.00	\$56.52
	12/01/2025	\$40.95	\$15.57	\$0.00	\$0.00	\$56.52
	01/01/2026	\$40.95	\$16.17	\$0.00	\$0.00	\$57.12
	06/01/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$58.12
	12/01/2026	\$41.95	\$16.17	\$0.00	\$0.00	\$58.12
	01/01/2027	\$41.95	\$16.77	\$0.00	\$0.00	\$58.72
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.02	\$15.57	\$0.00	\$0.00	\$55.59
	06/01/2025	\$41.02	\$15.57	\$0.00	\$0.00	\$56.59
	12/01/2025	\$41.02	\$15.57	\$0.00	\$0.00	\$56.59
	01/01/2026	\$41.02	\$16.17	\$0.00	\$0.00	\$57.19
	06/01/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$58.19
	12/01/2026	\$42.02	\$16.17	\$0.00	\$0.00	\$58.19
	01/01/2027	\$42.02	\$16.77	\$0.00	\$0.00	\$58.79
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.14	\$15.57	\$0.00	\$0.00	\$55.71
	06/01/2025	\$41.14	\$15.57	\$0.00	\$0.00	\$56.71
	12/01/2025	\$41.14	\$15.57	\$0.00	\$0.00	\$56.71
	01/01/2026	\$41.14	\$16.17	\$0.00	\$0.00	\$57.31
	06/01/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$58.31
	12/01/2026	\$42.14	\$16.17	\$0.00	\$0.00	\$58.31
	01/01/2027	\$42.14	\$16.77	\$0.00	\$0.00	\$58.91
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$127.24
For apprentice rates see "Apprentice- PILE DRIVER"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$0.00	\$0.00	\$53.34
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/POWER SHOVEL/TREE SHREDDER <i>OPERATING ENGINEERS LOCAL 98</i> /CLAM SHELL <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$0.00	\$0.00	\$53.34
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$43.06	\$13.78	\$0.00	\$0.00	\$56.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$78.11	\$10.08	\$0.00	\$0.00	\$88.19
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$49.19	\$10.08	\$0.00	\$0.00	\$59.27
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$83.69	\$10.08	\$0.00	\$0.00	\$93.77
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2024	\$117.16	\$10.08	\$0.00	\$0.00	\$127.24
For apprentice rates see "Apprentice- PILE DRIVER"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81

**Apprentice - OPERATING ENGINEERS - Local 98 Class 3**

**Effective Date - 12/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.78	\$0.00	\$0.00	\$37.20
2	70	\$27.32	\$13.78	\$0.00	\$0.00	\$41.10
3	80	\$31.22	\$13.78	\$0.00	\$0.00	\$45.00
4	90	\$35.13	\$13.78	\$0.00	\$0.00	\$48.91

**Notes:**

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

**Apprentice to Journeyworker Ratio:1:6**

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</i>	12/01/2024	\$27.01	\$9.90	\$0.00	\$0.00	\$36.91
	06/01/2025	\$28.09	\$9.90	\$0.00	\$0.00	\$37.99
	12/01/2025	\$28.09	\$9.90	\$0.00	\$0.00	\$37.99
	06/01/2026	\$29.21	\$9.90	\$0.00	\$0.00	\$39.11
	12/01/2026	\$29.21	\$9.90	\$0.00	\$0.00	\$39.11
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FORK LIFT/CHERRY PICKER <i>27F WEST OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.25	\$13.78	\$0.00	\$0.00	\$53.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$0.00	\$0.00	\$49.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$0.00	\$0.00	\$53.34
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
LABORER <i>LABORERS - ZONE 3 (BUILDING &amp; SITE)</i>	12/02/2024	\$35.50	\$9.90	\$0.00	\$0.00	\$45.40
	06/02/2025	\$36.75	\$9.90	\$0.00	\$0.00	\$46.65
	12/01/2025	\$38.00	\$9.90	\$0.00	\$0.00	\$47.90
	06/01/2026	\$39.30	\$9.90	\$0.00	\$0.00	\$49.20
	12/07/2026	\$40.60	\$9.90	\$0.00	\$0.00	\$50.50
	06/07/2027	\$42.00	\$9.90	\$0.00	\$0.00	\$51.90
	12/06/2027	\$43.40	\$9.90	\$0.00	\$0.00	\$53.30
	06/05/2028	\$44.90	\$9.90	\$0.00	\$0.00	\$54.80
	12/04/2028	\$46.40	\$9.90	\$0.00	\$0.00	\$56.30

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - LABORER - Zone 3 Building & Site**

**Effective Date - 12/02/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.30	\$9.90	\$0.00	\$0.00	\$31.20
2	70	\$24.85	\$9.90	\$0.00	\$0.00	\$34.75
3	80	\$28.40	\$9.90	\$0.00	\$0.00	\$38.30
4	90	\$31.95	\$9.90	\$0.00	\$0.00	\$41.85

**Effective Date - 06/02/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.05	\$9.90	\$0.00	\$0.00	\$31.95
2	70	\$25.73	\$9.90	\$0.00	\$0.00	\$35.63
3	80	\$29.40	\$9.90	\$0.00	\$0.00	\$39.30
4	90	\$33.08	\$9.90	\$0.00	\$0.00	\$42.98

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$35.00	\$9.90	\$0.00	\$0.00	\$44.90
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2025	\$36.25	\$9.90	\$0.00	\$0.00	\$46.15
	12/01/2025	\$37.49	\$9.90	\$0.00	\$0.00	\$47.39
	06/01/2026	\$38.79	\$9.90	\$0.00	\$0.00	\$48.69
	12/01/2026	\$40.08	\$9.90	\$0.00	\$0.00	\$49.98

**Apprentice - LABORER (Heavy & Highway) - Zone 3**

**Effective Date - 12/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.00	\$9.90	\$0.00	\$0.00	\$30.90
2	70	\$24.50	\$9.90	\$0.00	\$0.00	\$34.40
3	80	\$28.00	\$9.90	\$0.00	\$0.00	\$37.90
4	90	\$31.50	\$9.90	\$0.00	\$0.00	\$41.40

**Effective Date - 06/01/2025**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.75	\$9.90	\$0.00	\$0.00	\$31.65
2	70	\$25.38	\$9.90	\$0.00	\$0.00	\$35.28
3	80	\$29.00	\$9.90	\$0.00	\$0.00	\$38.90
4	90	\$32.63	\$9.90	\$0.00	\$0.00	\$42.53

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.02	\$13.78	\$0.00	\$0.00	\$48.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$32.74	\$13.78	\$0.00	\$0.00	\$46.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$39.78	\$15.57	\$0.00	\$0.00	\$55.35
	06/01/2025	\$40.78	\$15.57	\$0.00	\$0.00	\$56.35
	12/01/2025	\$40.78	\$15.57	\$0.00	\$0.00	\$56.35
	01/01/2026	\$40.78	\$16.17	\$0.00	\$0.00	\$56.95
	06/01/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$57.95
	12/01/2026	\$41.78	\$16.17	\$0.00	\$0.00	\$57.95
	01/01/2027	\$41.78	\$16.77	\$0.00	\$0.00	\$58.55
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$0.00	\$0.00	\$53.34
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$0.00	\$0.00	\$52.20
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.78	\$0.00	\$0.00	\$52.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$35.80	\$13.78	\$0.00	\$0.00	\$49.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$0.00	\$0.00	\$55.81
	06/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	12/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	01/01/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$57.41
	06/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	12/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	01/01/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$59.01
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.53	\$15.57	\$0.00	\$0.00	\$56.10
	06/01/2025	\$41.53	\$15.57	\$0.00	\$0.00	\$57.10
	12/01/2025	\$41.53	\$15.57	\$0.00	\$0.00	\$57.10
	01/01/2026	\$41.53	\$16.17	\$0.00	\$0.00	\$57.70
	06/01/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$58.70
	12/01/2026	\$42.53	\$16.17	\$0.00	\$0.00	\$58.70
	01/01/2027	\$42.53	\$16.77	\$0.00	\$0.00	\$59.30
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$0.00	\$0.00	\$52.20
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.82	\$15.57	\$0.00	\$0.00	\$56.39
	06/01/2025	\$41.82	\$15.57	\$0.00	\$0.00	\$57.39
	12/01/2025	\$41.82	\$15.57	\$0.00	\$0.00	\$57.39
	01/01/2026	\$41.82	\$16.17	\$0.00	\$0.00	\$57.99
	06/01/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$58.99
	12/01/2026	\$42.82	\$16.17	\$0.00	\$0.00	\$58.99
	01/01/2027	\$42.82	\$16.77	\$0.00	\$0.00	\$59.59
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2025	\$40.24	\$15.57	\$0.00	\$0.00	\$55.81
	06/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	12/01/2025	\$41.24	\$15.57	\$0.00	\$0.00	\$56.81
	01/01/2026	\$41.24	\$16.17	\$0.00	\$0.00	\$57.41
	06/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	12/01/2026	\$42.24	\$16.17	\$0.00	\$0.00	\$58.41
	01/01/2027	\$42.24	\$16.77	\$0.00	\$0.00	\$59.01

**Additional Apprentices Information:**

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.





*Town of Ludlow, Massachusetts*  
*Office of the Select Board*  
*Marc Strange, Town Administrator*

July 22, 2025

The Honorable Jack Lewis  
Chair, Joint Committee on Municipalities and Regional Government

The Honorable Rebecca Rausch  
Chair, Joint Committee on Municipalities and Regional Government

24 Beacon Street  
Boston, MA 02133

Dear Chairs Lewis and Rausch,

As municipal officials representing the cities and towns served by the Springfield Water and Sewer Commission, we write to express our **strong support** for H2330, “An Act Relative to Regional Equity.” This legislation would reform the governance of the Commission and ensure that the voices of all ratepayers and communities are finally heard.

For too long, our municipalities have had **no formal representation** in the oversight of an entity that provides critical water and sewer services to thousands of residents across the region. Despite contributing significantly to the Commission’s revenue and infrastructure use, our communities have been **excluded from decision-making**, lacking both transparency and accountability in areas that directly affect local budgets, residents, and future planning.

This legislation takes long-overdue steps to address that inequity. By expanding the board of directors to seven members and creating an advisory board with direct appointment authority, this bill gives our communities a **real voice in governance** for the first time.

Key reforms in this bill include:

- **Establishing shared governance** between Springfield and the broader service area, ensuring that no more than four board members may reside in a single municipality;
- **Creating an advisory board** composed of local chief executives to provide oversight, appoint directors, and make formal recommendations on budget, operations, and rates;

- **Requiring transparency and public accountability**, including public meeting laws, public access to Commission records, and the appointment of an independent ombudsman;
- And **ensuring inclusive representation**, including a mandate that at least one board member be a minority person as defined in state law.

This bill brings fairness, balance, and democratic accountability to a regional utility that has operated without sufficient public oversight for decades. We believe this legislation will improve trust in the Commission's operations and decision-making and result in stronger collaboration across municipal boundaries.

We appreciate the opportunity offer our support for H2330 and urge the committee to give the bill a favorable recommendation.

Sincerely,

\_\_\_\_\_  
Manuel Silva, Select Board, Chair

\_\_\_\_\_  
William Rosenblum, Select Board, Vice Chair

\_\_\_\_\_  
James Gennette, Select Board, Member

\_\_\_\_\_  
Anthony Alves, Select Board, Member

The Honorable Jack Lewis  
Chair, Joint Committee on Municipalities and Regional Government  
The Honorable Rebecca Rausch  
Chair, Joint Committee on Municipalities and Regional Government  
24 Beacon Street  
Boston, MA 02133

Dear Chairs Lewis and Rausch,

As municipal officials representing the cities and towns served by the Springfield Water and Sewer Commission, we write to express our **strong support** for H2330, “An Act Relative to Regional Equity.” This legislation would reform the governance of the Commission and ensure that the voices of all ratepayers and communities are finally heard.

For too long, our municipalities have had **no formal representation** in the oversight of an entity that provides critical water and sewer services to thousands of residents across the region. Despite contributing significantly to the Commission’s revenue and infrastructure use, our communities have been **excluded from decision-making**, lacking both transparency and accountability in areas that directly affect local budgets, residents, and future planning.

This legislation takes long-overdue steps to address that inequity. By expanding the board of directors to seven members and creating an advisory board with direct appointment authority, this bill gives our communities a **real voice in governance** for the first time. It also recognizes the environmental importance of watershed communities in the Little River watershed, including Russell, Granville, and Blandford.

Key reforms in this bill include:

- **Establishing shared governance** between Springfield and the broader service area, ensuring that no more than four board members may reside in a single municipality;
- **Creating an advisory board** composed of local chief executives to provide oversight, appoint directors, and make formal recommendations on budget, operations, and rates;
- **Requiring transparency and public accountability**, including public meeting laws, public access to Commission records, and the appointment of an independent ombudsman;
- **And ensuring inclusive representation**, including a mandate that at least one board member be a minority person as defined in state law.

This bill brings fairness, balance, and democratic accountability to a regional utility that has operated without sufficient public oversight for decades. We believe this legislation will improve trust in the Commission's operations and decision-making and result in stronger collaboration across municipal boundaries.

We appreciate the opportunity offer our support for H2330 and urge the committee to give the bill a favorable recommendation.

Sincerely,

**HOUSE . . . . . No. 2330**

---

**The Commonwealth of Massachusetts**

\_\_\_\_\_

PRESENTED BY:

*Aaron L. Saunders*

\_\_\_\_\_

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to equitable representation.

\_\_\_\_\_

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Aaron L. Saunders</i>	<i>7th Hampden</i>	<i>1/16/2025</i>
<i>Michael J. Finn</i>	<i>6th Hampden</i>	<i>7/15/2025</i>
<i>Mike Connolly</i>	<i>26th Middlesex</i>	<i>3/12/2025</i>
<i>Kelly W. Pease</i>	<i>4th Hampden</i>	<i>7/15/2025</i>

**HOUSE . . . . . No. 2330**

By Representative Saunders of Belchertown, a petition (accompanied by bill, House, No. 2330) of Aaron L. Saunders relative to the board of directors of the Springfield Water and Sewer Commission. Municipalities and Regional Government.

**The Commonwealth of Massachusetts**

In the One Hundred and Ninety-Fourth General Court  
(2025-2026)

An Act relative to equitable representation.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 Section 1. Chapter 238 of Session Laws, as so appearing in the Acts of 2024, shall be  
2 amended by inserting the following new section :-

3 “SECTION XX:

4 Section 1. (a) Notwithstanding any general or special law to the contrary, including the  
5 provisions of chapter 40N of the general laws, the powers of Springfield Water and Sewer  
6 Commission, an independent public instrumentality of the Commonwealth of Massachusetts,  
7 shall be exercised by or under the supervision of a board of directors consisting of seven  
8 members. Four members of the board of directors shall be appointed by the mayor of the city of  
9 Springfield and shall serve conterminous with the mayor; provided however, that one of the  
10 previous named four members shall be a minority person as defined by section six of chapter  
11 seven C of the general laws, and three members of the board of directors shall be appointed by  
12 the advisory board as provided in section two. No more than four members of the board of

13 directors may reside in the same municipality. Members appointed by the advisory board shall  
14 serve for terms of six years, provided, however, that, of the members first appointed by the  
15 advisory board, one shall serve for a term expiring on June thirtieth, two thousand and twenty-  
16 six, one shall serve for a term expiring on June thirtieth, two thousand and twenty-eight, and one  
17 shall serve for a term expiring on June thirtieth, two thousand and thirty, with the term of each to  
18 be designated by the advisory board at the time of appointment. Persons appointed to terms  
19 succeeding the terms of members initially appointed by the advisory board, shall be appointed to  
20 terms of six years.

21 (b) Each member of the board of directors shall serve until his successor is appointed and  
22 qualified and each appointed member of the board of directors shall be eligible for  
23 reappointment. Each member of the board of directors appointed to fill a vacancy on the board  
24 shall be appointed for the unexpired term of the vacant position. Each member of the board of  
25 directors before entering upon his duties shall take an oath before the governor to administer the  
26 duties of office faithfully and impartially and a record of such oaths shall be filed in the office of  
27 the secretary of the commonwealth. Any member of the board of directors may be removed by  
28 the appointing commission for misfeasance, malfeasance or willful neglect of duty upon a  
29 majority vote of the board of directors. The board of directors annually shall elect one of its  
30 members as chairman. Four members of the board of directors shall constitute a quorum and the  
31 affirmative vote of four members shall be necessary and shall suffice for any action taken by the  
32 board of directors. Any action of the board may take effect immediately and need not be  
33 published or posted unless otherwise provided by law. No vacancy in the membership of the  
34 board of directors shall impair the right of a quorum to exercise the powers of the board of  
35 directors. The members of the board of directors shall serve without compensation but each

36 member shall be reimbursed for all reasonable expenses incurred in the performance of his  
37 duties. The board of directors shall be deemed to be a governmental body for purposes of and  
38 shall be subject to section eleven A and one-half of chapter thirty A of the General Laws. The  
39 Commission shall be deemed to be an agency for all other purposes under said chapter thirty A.  
40 The Commission shall also be subject as a commission of the commonwealth to section forty-  
41 two of chapter thirty and section ten of chapter sixty-six of the General Laws. The Commission  
42 shall be deemed to -be a public body and all monies of the Commission shall be deemed to be  
43 public funds for purposes of chapter twelve A of the General Laws.

44 (c) Notwithstanding any other provision of general or special law to the contrary, any  
45 member of the board of directors who is also an officer or employee of the commonwealth or of  
46 a city or town or other public body shall not thereby be precluded from voting for or acting on  
47 behalf of the Commission, the commonwealth or such city or town or other public body on any  
48 matter involving the Commission, the commonwealth or that city or town or other public body  
49 and any member, officer, employee or agent of the Commission shall not be precluded from  
50 acting for the Commission on any particular matter solely because of any interest therein which  
51 is shared generally with a substantial segment of the public. The Commission shall be deemed to  
52 be a state agency for purposes of chapter two hundred and sixty-eight A of the General Laws and  
53 a governmental body for purposes of chapter two hundred and sixty-eight B of the General Laws.

54 Section 2. (a) There shall be an advisory board to the Commission consisting of (i) a  
55 voting representative of each of the following cities and towns: Ludlow, Springfield, Wilbraham,  
56 East Longmeadow, Longmeadow, Agawam, and West Springfield and (ii) two persons who  
57 represents the interests of persons and communities in the Little River watershed area to be  
58 designated by agreement among the chairman of the boards of selectmen in the towns of Russel,

59 Granville, and Blanford. The member of the advisory board representing a city or town shall  
60 consist of the chief executive officer thereof; provided, however, that any chief executive officer,  
61 by writing filed with the Commission may appoint a permanent designee to serve in his stead as  
62 a member of said advisory board until the expiration of each term of office of the designating  
63 chief executive officer or the earlier vacancy of the office of the designating chief executive  
64 officer. For purposes of this section, the term "chief executive officer" shall mean the person  
65 designated as the chief executive officer under the provisions of a local charter of laws having  
66 the force of a charter, and otherwise the mayor in every city and the chairman of the board of  
67 selectmen or president of the town council, as the case may be, in every town.

68 (b) The total voting strength of the advisory board shall be one hundred votes, of which  
69 ninety votes shall be divided on a fractional basis in the manner hereafter provided among the  
70 cities and towns listed in clause (i) of the first sentence of paragraph (a) of this section and ten  
71 votes shall reside with the representative provided for in clause (ii) of said sentence. The  
72 fractional vote of the representative of each city or town shall be determined on an annual basis  
73 by the Commission on a weighted basis by dividing a reasonable estimate of the charges for the  
74 Commission's services to users in that city or town by a reasonable estimate of the charges for  
75 the Commission's services to all users in all such cities and towns. For each year the  
76 determination of votes shall be certified to the advisory board by the Commission, provided,  
77 however, that within five days of the effective date of this act the executive office of  
78 environmental affairs shall prepare an interim voting value based on the most recent available  
79 annual records of the costs of water and sewer services of the metropolitan district commission,  
80 which interim voting value shall be conclusive upon the advisory board until July first, nineteen  
81 hundred and eighty-six. Said advisory board may act at a regular periodic meeting called in

82 accordance with its by-laws or at a special meeting called by the Commission or by  
83 representatives of four or more members of the advisory board. Except as specially provided in  
84 paragraph (e), a quorum of the advisory board shall consist of representatives who hold a total  
85 voting strength of sixty seven or more of the votes of the advisory board, and the advisory board  
86 may act, except as otherwise provided in paragraph (e), by the affirmative casting of a majority  
87 of the votes represented in the quorum. The advisory board shall be deemed to be a  
88 governmental body for purposes of, and shall be subject to, section eleven A and one-half of  
89 chapter thirty A of the General Laws and shall also be subject to section ten of chapter sixty-six  
90 of the General Laws.

91 (c) For the conduct of its business said advisory board shall adopt and may revise and  
92 amend by-laws. Said advisory board shall annually elect a chairperson, a vice chairperson and a  
93 secretary and such other officers as said advisory board may determine. Each officer shall serve  
94 until a successor is chosen and qualified. Each officer may be removed by vote of the advisory  
95 board with or without cause. In the event of a vacancy, said board shall fill the vacancy for the  
96 unexpired term. Each member of said advisory board shall serve without compensation but may  
97 be reimbursed, as an expense of said advisory board, for all reasonable expenses incurred in the  
98 performance of its duties as approved by the advisory board.

99 (d) The purposes of the advisory board shall be as follows:

100 (i) to appoint three members of the board of directors of the Commission, in the manner  
101 hereafter provided and in section one;

102 (ii) to consider matters committed to the approval of the advisory board;

103 (iii) to make recommendations to the Commission on annual current expense expenditure  
104 budgets submitted to the advisory board;

105 (iv) to make recommendations to the Commission on its charges;

106 (v) to hold hearings, which may be held jointly with the Commission at the discretion of  
107 the advisory board and said Commission, on matters relating to said Commission;

108 (vi) to review the annual report of the Commission and to prepare comments thereon to  
109 the Commission and the governor, and to make such examinations of the reports on the  
110 Commission's records and affairs as the advisory board deems appropriate; and

111 (vii) to make recommendations to the governor and the general court respecting the  
112 Commission and its programs. The advisory board shall have all powers necessary or convenient  
113 to carry out and effectuate the foregoing purposes.

114 (e) Three members of the board of directors of the Commission shall be appointed by the  
115 advisory board. Members of the board of directors so appointed may also be members of said  
116 advisory board. Said advisory board shall appoint successor members, which successor members  
117 shall replace those members of the board of directors appointed by the advisory board whose  
118 terms have expired or otherwise terminated. With respect to appointment of any member of the  
119 board of directors the advisory board shall act only if there is a special quorum consisting of a  
120 majority of those persons who are voting members of the advisory board and only by an  
121 affirmative vote of the majority of the members present, each voting member voting one  
122 unweighted vote, and in this instance the total voting strength of the advisory board shall equal  
123 the total number of persons entitled to vote.

124 No member of the board of directors of the Commission shall be appointed by the  
125 advisory board for more than two consecutive terms, provided that an appointment to fulfill a  
126 term of less than six years due to a vacancy or initial appointment as established in section one  
127 shall not be applicable to the two consecutive term limit.

128 (f) Within thirty days of receiving any proposed current expense budget of the  
129 Commission or within fifteen days of receiving any proposed amended expense budget of the  
130 Commission, the advisory board shall hold a public hearing on matters relating to such budget  
131 for the purpose of ascertaining, for subsequent report to the Commission if necessary, the views  
132 of the public thereon.

133 (g) The advisory board shall provide for the appointment of an ombudsman who, with  
134 assistance from such staff and consultants as the advisory board may authorize and appoint, shall  
135 act for and in the name of the advisory board in the following respects:

136 (i) preparation of analysis for the advisory board of the Commission's current expense  
137 budgets, capital expenditure budgets and capital programs and their effect on the charges of said  
138 Commission;

139 (ii) representation of the advisory board to said Commission in all matters relating to said  
140 Commission's programs, operations, finances and charges;

141 (iii) reporting regularly to the advisory board on the activities of the ombudsman and  
142 other staff of the advisory board, on the affairs of the Commission, and on the effect of the  
143 Commission's program and operations on the costs to consumers of water and sewer services;  
144 and

145 (iv) exercising such other duties and responsibilities consistent with the powers of the  
146 advisory board as the advisory board may assign from time to time. Reports of the ombudsman,  
147 after acceptance by the advisory board, shall be made available to the public.

148 (h) The advisory board may incur expenses, not to exceed one hundred thousand dollars  
149 annually for expenses authorized under paragraph (c). Such expenses shall be paid by the  
150 Commission in the fiscal year commencing July first, two thousand twenty-six from amounts  
151 appropriated to the Commission by the commonwealth, and thereafter shall be provided for in  
152 current expense budgets of the Commission. The maximum level of advisory board expenses  
153 may be increased from time to time upon the review and approval by the Commission of the  
154 justification for such increases submitted by the advisory board.

155 Section 3. No later than December thirty-first of two thousand and twenty-six the  
156 Commission shall update any by-law or other organizational document to conform to this act.