



RECEIVED
TOWN CLERK'S OFFICE

2025 OCT -2 P 1:01

TOWN OF LUDLOW

**Town of Ludlow, Massachusetts
Office of the Select Board**

**AGENDA
SELECT BOARD
Select Board's Conference Room
October 7, 2025
5:30 p.m.**

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.

EXECUTIVE SESSION – To discuss strategy sessions with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares – LATOSS Union.

Board to approve and sign minutes from Executive Session of July 8, 2025.

Board to approve and sign minutes from Executive Session of September 16, 2025.

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

I. 5:30 – 5:45 p.m. – PUBLIC COMMENT

II. VISITATION

5:45 p.m. Melissa Rickson, Hubbard Memorial Library Director – Requesting \$10,034 from Building Infrastructure Funds for duct cleaning and (2) two exterior doors at the library.

6:00 p.m. – Allison Chambers – To be appointed as the Administrative Assistant in the Select Board's office.

6:15 p.m. – Ralph Capua – To discuss Grant of Easement request for Santana Drive.

III. CORRESPONDENCE

25-181 Notification of abutters to 20 East Street for work in buffer zone and riverfront area.



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25-182 Letter from Peg Hinkley requesting to be appointed to the Ludlow Cultural Council.

25-183 Letter from Safety Committee recommending to the Select Board that some limited parking be created on the North side of Reservoir Cemetery.

25-184 Letter from Safety Committee recommending to the Select Board that (2) two temporary speed signs be placed on Cedar Street at both ends to alleviate speeding in the area.

25-185 Letter from Safety Committee recommending to the Select Board that "Handicapped Drop Off" sign be placed at the Whitney Park gate.

25-186 Letter from Safety Committee recommending guardrails be placed in the 1100 block of East Street.

25-187 Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty on September 17, 2025.

25-188 Letter from Ludlow Community Center/Randall Boys & Girls Club – Requesting approval for sign to be placed by the Hubbard Memorial Library/Putts Bridge and right off of the highway for Auction Fundraiser event. Banners would be up from October 15 – October 29.

25-189 Letter from DPW – In support of Public Sculpture Installation at the Ludlow Riverwalk.

25-190 Notification from Springfield Water & Sewer Commission – Important information about your drinking water disinfection byproduct MCL Violations.

25-191 Letter from Commonwealth of Massachusetts Department of Environmental Protection – Notification of Wetlands Protection Act – 198 Sportsmen's Road.

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

Board to approve and sign entertainment license for Ludlow Coffee Shop.



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Office of the Select Board

Board to approve and sign (4) one-day permits for Cottage Melts, 1327 East Street, to hold Sip & Shop Events November 2, November 14, November 22 and December 6, 2025, from 12:00 – 6:00 p.m.

Board to discuss and possibly approve a new grant funded Veteran's Office position.

Board to discuss and provide feedback to the Age & Dementia Friendly Ludlow Working Group on the Community Assessment Action Plan draft.

Board to appoint Josh Carpenter, new Town Planner, to the Dog Park Committee.

Board to appoint Josh Carpenter, new Town Planner, to the Local Emergency Planning Committee.

Board to appoint Josh Carpenter, new Town Planner, to the Open Space Planning Committee.

Board to discuss and possibly approve \$42,166 in 40R funds for a new HVAC unit at the Boys & Girls Club.

Board to approve and sign DPW Annual Bid Contract for Steve Santos Landscaping Services.

Board to approve and sign minutes from Select Board Meeting of September 2, 2025.

Board to approve and sign minutes from Select Board Meeting of September 4, 2025.

Board to approve and sign minutes from Select Board Meeting of September 16, 2025.

Board to approve and sign Side Letter of Agreement between the Town and MassCOP, Local 507.

Board to discuss and possibly vote to explore health insurance reforms.

Board to discuss and possibly vote to adopt a Public Comment policy.



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**Town of Ludlow, Massachusetts
Office of the Select Board**

VI. TOWN ADMINISTRATOR'S REPORT

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:

Town Hall Closed Monday, October 13th in observance of Columbus Day/Indigenous People's Day

Visitations for the next meeting on October 21st: CARES Coalition

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.

Amy Kurtz

From: Melissa Rickson
Sent: Wednesday, September 10, 2025 9:51 AM
To: Marc Strange
Cc: Amy Kurtz; redcar@charter.net; antoniagolinskifoisy76@gmail.com; Ruth Saunders
Subject: Facility maintenance funding requests
Attachments: Town of Ludlow Hubbard Memorial Library.doc; Estimate_2212_from_WSMD_Inc.pdf

Good morning Marc,

Attached are two quotes for library maintenance projects totaling \$10,034. One is for Duct cleaning. I can not recall if ever in my nearly 30 years the ducts being cleaned. There has been an off smell coming from the vents. Jamie and Dave recommended Affordable Duct Cleaning. With the flooding history and recent rodent problem, sanitizing the system is warranted. The second quote is for 2 exterior metal doors on the Park Terrace side of the building that are rusted and rotting out. They were installed in 1990, so at 35 years old, it is time to replace them. WSMD will reuse usable hardware to save on costs. Both projects have approval of the Board of Library Trustees. We would like to request that the Select Board support these projects through the building fund.

Thank you,

Melissa Rickson, MLIS
Library Director
Hubbard Memorial Library
24 Center Street
Ludlow, MA 01056
413-583-3408 x. 110
www.hubbardlibrary.org

***Affordable Duct Cleaning
Division of Longo Carpet Cleaning
80 Ramah Circle South
Agawam, MA. 01001
(800) 280-1471
(413) 786-9853
www.Affordableduct.com***

September 3, 2025

Town of Ludlow
Hubbard Memorial Library
Attn: Ms. Melissa Rickson
24 Center Street
Ludlow, MA. 01056
E-mail: mricksen@cwmar.org

(413) 583-3408 x110

Re: Cleaning & Sanitizing of the air conveyance systems & Cleaning of the Bathroom exhausts.

Dear Ms. Rickson:

Affordable Duct Cleaning would like to thank you for allowing us to provide a proposal for the cleaning & sanitizing of the air conveyance systems and associated duct work, Bathroom exhaust cleaning servicing the Hubbard Memorial Library in Ludlow, MA.

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. If you still are not impressed, we will refund your money.

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 uniform 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 the air conveyance systems servicing the facility.

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

Registers/Vents

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

Access Panels/End Caps

Access panels will be cut into the 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 size access panels will be made depending on the size of the duct work.

d. Access panels will be sealed and secured with 8 self-tapping screws & HVAC foil tape.

Industrial Brushes

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

a. Pellet brushes

c. Flexible-snakelike brushes

b. Fiberglass brushes

d. Metal brushes

AFFORDABLE DUCT CLEANING

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 airborne.
- c. The system will be hand vacuumed.

Sanitizer (Envirocon) Optional

The system will be sanitized with an EPA registered solution. The sanitizer will retard any mold, mildew and yeast growth. It will also disinfect the system.

CLEANING SERVICE PRICE

Cleaning of the air conveyance systems & associated duct work.

Per Unit - \$1,520.00 = Service Fee: \$4,560.00

Optional: Sanitizer applied to the air conveyance systems..... \$500.00

Cleaning of 5 Bathroom Exhaust systems - Vents through constant fan on roof.

\$150.00 per Unit X 5 = Service Fee: \$750.00

Total \$5,810.00

Payment Due: Upon completion.

Upon scheduling appointment please email the customer's acceptance.

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

Purchase Order # _____ Date: _____

Proper Billing Address: _____ Contact Name: _____

_____ Phone # _____

Billing Terms: _____

Company Representative: _____ Date: _____

WSMD Inc.
47 Olivine St
Chicopee, MA 01013 USA
+14135890945
rich@westsidemetaldoor.com

Quote

ADDRESS

TOWN OF LUDLOW
TOWN COLLECTOR
488 CHAPIN STREET
LUDLOW, MA 01056

QUOTE #	DATE	EXPIRATION DATE
2212	09/06/2025	10/06/2025

P.O. NUMBER
Library

SALES REP
Rich

DATE	ACTIVITY	QTY	RATE	AMOUNT
	NO TAX MAT	2	2,112.00	4,224.00
	1-3070 HM Door Blank Lock Insulated and Top Capped			
	1-3070 HM Frame Blank Strike 5 3/4 Welded with Closer and			
	Panic Rein LH Tapcon Prep			
	1- Set of NRP Hinges			
	Reuse Hardware/ Panic, Closer, Alarm			
	Delivery, Installation, and Disposal			

Estimates are only good for 4 weeks from Estimate date.

SUBTOTAL 4,224.00

Finance Charges May Be Applied of 2.% per Month- 18%
Annual Percentage Rate On All Past Due Balances

TAX 0.00

TOTAL

\$4,224.00

3% will be charged to any invoice that is paid for by
Credit card

Delivery Charges may Apply:
If delivery address or zip is not listed above, material
will be picked up at WSMD, Inc. @ 47 Olivine Street
Chicopee, MA 01013

West Side Metal Door Co. assumes no responsibility for
non-DHI standards on (Existing openings to remain /
V.I.F.)
Unless contractor provides information prior to bid.

All Quotes are without tax. Tax will be added at point of
sale unless tax excepted certificate is provided.

Accepted By

Accepted Date

Please sign or, issue your own purchase order to cover the above material.
NOTE: Unless otherwise noted all prices are honored for 7 days from quote date

If approved, please sign and, email back.

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GRANT OF EASEMENT

Sodi, Inc., a Massachusetts corporation with a usual place of business at 72 Prospect Hills Drive, East Longmeadow, Massachusetts hereby grant to the Town of Ludlow, a Massachusetts town with a usual place of business at 488 Chapin Street, Ludlow, Massachusetts, as authorized pursuant to Article ____ of the 202_ Ludlow Annual Town Meeting, the following easements:

Commented [KB1]: Need to fill in ate of annual meeting accepting easement. Delete if no Town meeting approval not required

Commented [DS1R2]: Town Meeting Approval No Needed.

1. A permanent easement in common with the Grantor, its successors and assigns to use the street known as Santina Drive as shown on a plan entitled "Owner SODI, Inc. c/o Ralph Capua Definitive Subdivision Plan "Santina Drive" Ludlow, MA Surveyed and Mapped for SODI, Inc. c/o Ralph Capua 72 Prospect Hills Drive, East Longmeadow, MA 01028 November 23, 2020 Scale 1" = 50' Prepared by R Levesque Associates, Inc...." and recorded in the Hampden County Registry of Deeds in Book of Plans 391, Page 57, (hereinafter referred to as the "Plan"), for all purposes for which a public way may be used including the installation of any and all utilities within said Santina Drive on said Plan and the use, repair, maintenance and replacement of a sidewalk as shown on the above referenced Plan.

2. A permanent easement to drain stormwater from Santina Drive as shown on the above-referenced Plan recorded as aforesaid in Book of Plans 391 Page 57 into the stormwater basins shown on "Storm Water Parcel A 10,094 S.F." and "Storm Water Parcel B 5,914 S.F." including the right to enter into said areas to do inspections, repairs, maintenance and replacements as set forth in Stormwater Management Operation Maintenance and Inspection Agreement between the Town of Ludlow and Sodi, Inc. recorded herewith in Book ____ Page ____ of the Hampden County Registry of Deeds. The drainage of stormwater may be through pipes, swales, ditches, catch basins, and dry wells.

3. A permanent easement in common with Lot 1 to enter onto Lot 1 on the above-referenced plan to inspect rain garden #5

4. A permanent easement in common with Lot 4 to enter onto Lot 4 on the above-referenced plan to inspect rain garden #4.

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5. A permanent easement in common with Lot 5 to enter onto Lot 5 on the above-referenced plan to inspect rain garden #3.

6. A permanent easement in common with Lot 6 to enter onto Lot 6 on the above-referenced Plan to inspect rain gardens 2 and 3 on said Plan.

7. A permanent easement in common with Lot 7 to enter onto Lot 7 on the above-referenced Plan to inspect rain garden 2 on said Plan.

8. A permanent easement in common with Lot 8 to enter onto Lot 8 on the above-referenced Plan to inspect rain gardens 1 and 2 on said Plan.

In the event the Grantor, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Town, and if after notice by the Town Engineer to correct a violation requiring maintenance work, satisfactory corrections are not made by the Grantor, its successors and assigns, within thirty (30) days, the Town shall have a permanent easement to enter upon any of the lots mentioned above, and perform all necessary work to place the facility in proper working condition and assess the costs of such work and any penalties to the Grantor, its successors and assigns. The Town is under no obligation to routinely maintain, or repair said facilities, but shall have the option to maintain and repair at the sole discretion of the Town.

Executed as a sealed instrument this ____ day of _____, 20234.

Sodi, Inc.

Witness

By: _____
Ralph Capua, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 20234, before me, the undersigned notary public, personally appeared before me Ralph Capua, President and Treasurer of SODI, INC., proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the aforesaid corporation.

_____, Notary Public
My Commission Expires:

ACCEPTANCE

The foregoing Easement from Sodi, Inc., is hereby accepted by the Town of Ludlow, acting by and through its Board of Selectmen pursuant to a Vote on _____ attached hereto and any and every other authority appertaining, this ____ day of _____, 2023

Executed this _____ day of _____, 2023

SELECT BOARD

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

Name:
Title:

STORMWATER MANAGEMENT OPERATION,
MAINTENANCE AND INSPECTION AGREEMENT

Town of Ludlow, MA
Department of Public Works

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between SODI, INC., a Massachusetts corporation with a principal office address of 72 Prospect Hills Drive, East Longmeadow, Massachusetts (hereinafter referred to as the "Developer"), and the TOWN OF LUDLOW, MASSACHUSETTS (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the Developer is the owner of certain real property known as Parcel 6 on Book of Plans 319 Page 29 in the Hampden County Registry of Deeds located on Chapin Street, Ludlow, Massachusetts containing 7.22 acres of land by deed dated August 7, 2020 and recorded in the Hampden County Registry of Deeds in Book 23354, Page 229 (collectively hereinafter referred to as the "Property").

WHEREAS, the Developer intends to build upon the Property; and

WHEREAS, the Subdivision Plan for Santina Drive as approved by the Town, which is expressly made a part hereof, shown on a plan entitled "Owner SODI, Inc. c/o Ralph Capua Definitive Subdivision Plan "Santina Drive" Ludlow, MA Surveyed and Mapped for SODI, Inc. c/o Ralph Capua 72 Prospect Hills Drive, East Longmeadow, MA 01028 November 23, 2020 Scale 1" = 50' Prepared by R Levesque Associates, Inc...." and recorded in the Hampden County Registry of Deeds in Book of Plans 391, Page 57, (hereinafter referred to as the "Plan"), provides for the conveyance, treatment, and/or retention or detention of stormwater within the confines of the Property; and

WHEREAS, the Town and the Developer, and their successors and assigns, including any homeowners' association, agree that the health, safety, and welfare of the residents of the Town of Ludlow, Massachusetts, require that on-site stormwater management facilities (the "Stormwater Management System") be constructed and maintained on the Property; and

WHEREAS, the Town requires that the Stormwater Management System as shown on the Plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowners' association; and

WHEREAS, as provided in this Agreement, wherever the words "successors and assigns" are stated, it should be interpreted to include "any homeowners' association."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The ~~the~~ Stormwater Management System shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan and documents reviewed and approved by the Town of Ludlow, Department of Public Works (hereinafter referred to as the "DPW").

2. The Developer, its successors and assigns, shall adequately maintain the Stormwater Management System according to the Operation and Maintenance Plan as set forth in the Stormwater Management Report, *Stormwater Pollution Prevention Plan for Santina Drive Subdivision* (hereinafter referred to as the "Stormwater Maintenance Schedule") on file with the Town of Ludlow. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions and so that water quality standards are met in all seasons and throughout the life of the stormwater system, and shall also include the rebuilding of such stormwater management facilities in the event one or more are destroyed. Notwithstanding the above, however, once if Santina Drive is accepted by the Town of Ludlow as a public way, together with the Stormwater Management System within the limits of the Santina SDrive layout, the portion of the Stormwater Management System within the limits of the Santina Drive layout will become the responsibility of the Town of Ludlow.

3. The Developer, its successors and assigns, shall inspect the Stormwater Management System, and shall submit an annual report documenting the inspection and maintenance of the Stormwater Management System as certified by a Registered Professional Engineer or other qualified stormwater professional as approved by the DPW and submitted to the DPW by October V' each year. The purpose of the inspection is to assure safe and proper functioning of these facilities. The inspection shall cover the entire facilities, stormwater systems, berms, outlet structure, pond areas, access roads, etc. Deficiencies and a plan to correct deficiencies shall be noted in the inspection report.

4. The Developer, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property for the sole purposes of inspecting the Stormwater Management System when reasonably necessary in the following instances: (a) to follow-up on reported deficiencies reported in the annual inspection report outlined in Paragraph 3 hereinabove; (b) to inspect the Stormwater Management System if an annual report has not been submitted on time; or (c) to inspect the stormwater management facility upon receipt of a complaint by a citizen of the Town. The Town shall provide the Developer, its successors and assigns, with a report of any such inspection findings along with a directive for repairs, if necessary. Upon any assignment of the rights and obligations under this Agreement to a homeowners' association by the Developer, notice shall be given to the DPW setting forth the name, address, and contact person of such association within fourteen (14) days of such assignment. Thereafter, any such homeowners' association shall within fourteen (14) days after the change of address and/or contact person for such association, notify in writing said DPW.

5. In the event the Developer, its successors and assigns, fails to maintain the Stormwater Management System in good working condition acceptable to the Town, and if after notice by the Town Engineer to correct a violation requiring maintenance work, satisfactory corrections are not made by the Developer, its successors and assigns, within thirty (30) days, the Town may enter upon the Property and perform all necessary work to place the facility in proper working condition and assess the costs of such work and any penalties to the Developer, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the Property of the Developer outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town. Additionally, any election by the Town of Ludlow as to the manner and timing of their right to enforce this Agreement or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. In the event the Town, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer, its successors and assigns, shall reimburse the Town within thirty (30) days of receipt of demand

thereof for all actual costs incurred by the Town hereunder. The Town may, in its sole and exclusive discretion, refuse additional permits of any kind or nature to the Developer if for any reason reimbursement is not made. In addition, the Town shall have the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Stormwater Management System to its condition prior to the time of the injury complained of (it being agreed that the Town of Ludlow may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town of Ludlow. Should the Town prevail in any such action under this Section, it shall be entitled to reasonable attorney's fees and costs incurred in relation to such action, including any investigation and diligence in preparation therefor.

7. Within fourteen (14) days after the signature of this Agreement by the Town, the sum of \$ _____ shall be deposited by the Developer with the Town Treasurer to be held in escrow by the Town to cover the initial cost of keeping the stormwater detention/retention ponds which are part of the Stormwater Management System in good working condition. Upon the sale of the last lot in the development and the transfer of the obligations under this Agreement to a duly formed homeowners' association having supervision and control over the lots on the Property, the Town shall transfer such amount to said homeowners' association. The funds transferred and any future funds transferred as provided herein shall be held in a separate account designated "Stormwater Detention Ponds Maintenance Account" as used exclusively for the maintenance of any such retention and/or detention ponds as provided herein. Said funds shall not be co-mingled with any other funds held by the homeowners' association, and other than claims by the Town pursuant to Paragraph 6 hereinabove, shall not be subject to any claims of any members of the homeowners' association. The homeowners' association shall at least yearly provide the Town with satisfactory documentation that such funds are being held in escrow as provided herein in at least the minimum amount of \$ _____. If said escrow amounts are below the foregoing amount, the Developer or homeowners' association, as the case may be, shall take the necessary steps to replenish such escrow account within ninety (90) days after the reduction of the escrow below such amount.

8. The Declaration and Maintenance Covenant for the homeowners' association shall first be submitted to the Town for review of compliance with the terms and provisions of this Agreement and shall contain such terms and provisions as the Town may request that such maintenance and assessment are sufficient to satisfy the requirements of the applicable rules and regulations of the Town or any other state or federal agency or department having jurisdiction over the retention or detention ponds, as the same may be amended from time to time. Among other provisions, the Declaration and Maintenance Covenant of the homeowners' association shall provide that the Treasurer, with the advice and consent of the President and Secretary, shall determine the assessment due from each lot owner, bill for payments, and receive payments in order to have a minimum balance in said escrow account in the amount of \$ _____ at all times specifically for the maintenance of the detention or retention ponds which are part of the stormwater facilities which shall be in addition to any other amounts assessed for the maintenance of other parts of the stormwater facilities. In the event that an assessment is not paid within thirty (30) days of a written request thereof, the individual or individuals who fail to pay the fund which should otherwise have been paid, shall be obligated to pay interest on their obligation from the date the obligation was assessed until the date of payment at an interest rate equal to twelve percent (12%) per annum. The Treasurer may adjust the fee to maintain the escrow account with an amount sufficient to assure continued operation and maintenance of stormwater management facility.

9. The Developer, its successors and assigns, shall provide, in a form substantially similar to the permanent easement form attached hereto as Exhibit A, stormwater management easements as necessary for all areas used for off-site stormwater control, preservation of stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for the 100-year storm event, and access for facility maintenance and inspection. The Developer, its successors and assigns, shall record all

easements in the land records of the Hampden County Registry of Deeds, Commonwealth of Massachusetts.

10. The Developer, its successors and assigns, shall notify the DPW of any changes in ownership, assignment of financial responsibility and reconstruction of the approved stormwater management facilities. The Stormwater Maintenance Schedule may be amended to achieve the purpose of the Ludlow Stormwater Management Ordinance and/or other applicable local, state or federal law or regulation by mutual agreement of the DPW and the Developer; its successors and assigns. Any amendment shall be in writing and signed by the parties.

11. The invalidation of any one (1) or more of these covenants, by judgment, court order or otherwise, shall in no way affect any of the other provisions thereof, and the same shall remain in full force and effect

12. This Agreement shall be recorded by the Developer at its expense among the land records of the Hampden County Registry of Deeds, Commonwealth of Massachusetts, promptly upon execution by the parties hereto and shall constitute a covenant running with the land, and shall be binding on the Developer, its successors and assigns.

Executed as a sealed instrument this _____ day of _____, 2023.

Sodi, Inc.

Witness

By: _____
Ralph Capua, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared before me Ralph Capua, President and Treasurer of SODI, INC., proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically _____, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the aforesaid corporation.

_____, Notary Public
My Commission Expires:

Executed as a sealed instrument this _____ day of _____, 2023.

Town of Ludlow.

Witness By: _____

Witness By: _____

Witness By: _____

BEING A MAJORITY OF THE MEMBERS
OF THE PLANNING BOARD

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared before me _____, as Planning Board Member of the Town of Ludlow, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically _____, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Ludlow Planning Board.

_____, Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared before me _____, as Planning Board Member of the Town of Ludlow, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically _____, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Ludlow Planning Board.

_____, Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared before me _____, as Planning Board Member of the Town of Ludlow, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically _____, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Ludlow Planning Board.

_____, Notary Public

My Commission Expires:

**DECLARATION OF SANTINA DRIVE HOMEOWNERS' ASSOCIATION
AND MAINTENANCE COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS THAT, on this _____ day of _____, 2023~~31~~, Sodi, Inc., a Massachusetts corporation with a principal office address of 72 Prospect Hills Drive, East Longmeadow, Massachusetts (hereinafter referred to as "DEVELOPER"), being owners of certain real estate in Ludlow, Hampden County, Massachusetts, known as Santina Drive as shown on a plan entitled "Owner SODI, Inc. c/o Ralph Capua Definitive Subdivision Plan "Santina Drive" Ludlow, MA Surveyed and Mapped for SODI, Inc. c/o Ralph Capua 72 Prospect Hills Drive, East Longmeadow, MA 01028 November 23, 2020 Scale 1" = 50' Prepared by R Levesque Associates, Inc...." and recorded in the Hampden County Registry of Deeds in Book of Plans 391_____, Page 57_____, hereinafter establishes Santina Drive Homeowners' Association and this Maintenance Covenant;

WHEREAS, the DEVELOPER has so far subdivided the above-referenced property into eight (8) building lots with two (2) storm-water retention ponds, street lighting and Santina Drive; and

WHEREAS, the DEVELOPER intends to convey each lot to a separate land owner to be used for residential single-family dwellings; and

WHEREAS, the DEVELOPER wishes to promote and provide for the continued maintenance of the storm-water retention areas and street lighting; and other common improvements; and

NOW, THEREFORE, this Declaration establishes that the DEVELOPER does impose and charge all the above listed lots as shown on said Plans with the charges and conditions as hereinafter set forth as a common scheme for the mutual and reciprocal benefit of all purchasers from the DEVELOPER and lot owners within the subdivision and the heirs, successors and assigns of said purchasers. Each conveyance of any lot within the subdivision shall bear a reference to this Declaration so as to insure its application to or for the benefit of the immediate grantees and their successors-in-interest. Any lot and/or owner of a lot within said subdivision known as Santina Drive shall be subject to the provisions herein –

1. An association of lot owners shall be formed for the purpose of promoting and providing for the continued maintenance, functionality and appearance of the storm-water retention ponds, and other common improvements (the "Stormwater Management System") including rain gardens shown on the above referenced Plan and shall be known as "Santina Drive Homeowners' Association." The Santina Drive Homeowners' Association shall own, maintain, repair, manage and assume responsibility of all land and system components which make up the Stormwater Management System, and all improvements thereon, if any, as more specifically set forth in the Stormwater Management Operation Maintenance and Inspection Agreement for Santina Drive (herein referred to as the "OMA"), a true and complete copy of which is attached hereto as Exhibit A, and the Operation and Maintenance Plan as set forth in the Stormwater Management Report, *Stormwater Pollution Prevention Plan for Santina Drive Subdivision* on file with the Town of Ludlow, a true and complete copy of which is attached hereto as Exhibit B. The Santina Drive Homeowners' Association shall repair and replace any or all system components as needed to maintain the Stormwater Management System in good working order and generally to properly manage and maintain said Stormwater Management System in compliance with the terms and provisions of the OMA. ~~Notwithstanding the above, however, once Santina Drive is acceptable as a public way by Town the portions of the Stormwater Management System within the limits of the layout of Santina Drive will become the responsibility of the Town of Ludlow.~~ Notwithstanding the above, however, if Santina Drive is accepted by the Town of Ludlow as a public way, together with the Stormwater Management System within the limits of the Santina Drive layout, the portion of the Stormwater Management System within the limits of the Santina Drive layout will become the responsibility of the Town of Ludlow.

1.

2. All costs and responsibilities for maintenance and repairs of both storm-water retention areas, any future storm-water retention areas and street lighting shall be the joint obligation of each of the lot owners in the Association and each lot owner shall be responsible for an equal amount of these costs and responsibilities.

3. No grade changes will be made to any portion of the lots in the subdivision unless the owners of said lots have previously obtained written approval for said grade changes from the following Town of Ludlow Departments: Planning, Public Works, Conservation and Building, which approval shall not be unreasonably withheld. Proposed changes shall be submitted and approved in accordance with any applicable State laws and/or local Bylaws and/or Rules and Regulations. Also, there shall be no changes to the areas shown as "Grading Restricted Areas" on the plan on Lots 1, 4, 6, 7 and 8.

4. The members of the Association shall elect Officers at the annual meeting of the Association. The members shall elect an individual from among them to serve as President, an individual to serve as Treasurer and an individual to serve as Secretary to administer the maintenance, repairs and/or improvements of both storm-water retention areas, any future storm-water retention areas, street lighting and common improvements, including, but not limited to, contracting for services and liability insurance and collection and disbursement of funds. An accounting of funds shall be provided at each annual meeting and a budget shall be set at each annual meeting for the upcoming year. The President or the owners of any two (2) lots can call a special meeting of the Association. Unless otherwise specified herein, votes shall be carried by a majority of those present, with a quorum being owners of five (5) lots. Notices of agenda items shall be mailed postage prepaid to each member of the Association at least seven (7) days before any special or annual meeting. The annual meeting shall take place on the first Tuesday of December of each year at a time and place to be arranged by the President.

5. The Board of Directors shall consist of the President and two other persons elected from the Association's membership. The term of office of each member of the Board of Directors shall be one

(1) year. The members of the Association shall elect Board members at the annual meeting of the Association,

6. The Treasurer, with the advice and consent of the President and Secretary, shall determine the assessment due from each lot owner, bill for payment, and receive payments. In the event that an assessment is not paid within thirty (30) days of a written request thereof, the individual or individuals who fail to pay the fund which should otherwise have been paid, shall be obligated to pay interest on their obligation from the date the obligation was assessed until the date of payment at an interest rate equal to twelve (12%) percent per annum.

7. The Treasurer shall maintain an escrow account, subject to the applicable provisions within the Stormwater Management Operation, Maintenance and Inspection Agreement recorded in the Hampden County Registry of Deeds in Book _____, Page _____, in the amount of \$_____ at all times specifically for the maintenance of the detention or retention ponds which are part of the storm-water facilities which shall be in addition to any other amounts assessed for the maintenance of other parts of the storm-water facilities. Such amount shall be increased in the event the size of the subdivision increases and additional detention or retention ponds are added by an amount acceptable to the Town of Ludlow. The Treasurer shall maintain, from time to time, reasonable reserves from income or by assessment upon the lot owners for any or all of the purposes referenced above. Reserves shall at all times be of sufficient amounts to fulfill the Santina Drive Homeowners' Association's obligations set forth herein. The Santina Drive Homeowners' Association shall make such information available to the Town at reasonable times and intervals upon request.

8. Notwithstanding the above, Ralph Capua shall serve as sole Director and President, Treasurer and Secretary of the Association until such time as the Developer sells six (6) lots in the subdivision, after the sale of the 6th lot in the subdivision Ralph Capua will continue to serve as President, Treasurer and Secretary and the Board of Directors will be expanded to three (3) Directors with Ralph Capua serving as one Director, a second Director to be appointed by the Developer and the third Director elected by a majority of the votes of lot owners at a meeting where a quorum is present. After the sale of the last lot by the Developer, Ralph Capua will resign as President, Treasurer and Secretary and as Director and the Director appointed by the Developer shall resign. The unit owners will then hold an election to appoint the vacant officer and Director position in accordance with the terms as set forth above.

8. All charges assessed and past due in accordance with the above Paragraphs shall be liens or encumbrances on the land and acceptance of each of the several deeds (not including thereby a mortgagee or a lender under a properly recorded Mortgage or Deed of Trust) shall be construed to be a covenant to pay said charges. The owners of lots within the subdivision shall have the right to take and prosecute all actions or suits, legal or otherwise which may in their opinion be necessary for the collection of such charges. In this connection, the owners shall have the right by action, legal or otherwise, to abate any violations of the within covenants, to abate any assessments, restrictions, conditions and charges. Such conditions and charge are, however, to run with and bind the land and may, therefore, be enforced by the DEVELOPER or by any owner of a lot within the subdivision.

The liens assessed under this provision shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded Mortgage or Deed of Trust, to the end and intent that the lien of any mortgagee, trustee, or note holder shall be paramount herein, and provided further that such subordination shall apply only to the charges that shall become payable prior to the passing of the title under foreclosure of mortgage or deed of trust and nothing herein contained shall be held to affect the rights herein given to enforce the collections of such charges accruing after sale under foreclosure of such mortgage or deed of trust.

9. For the purposes of allocation of costs, voting and/or elections, each lot shall be assessed an equal share of costs and each lot shall carry the right to one (1) vote, whether or not a lot is built upon, improved or occupied. Notwithstanding the number of owners of any lot, such lot shall be entitled to a single vote. Whenever any lot is owned by more than one person, the owners shall determine and designate one individual entitled to vote and exercise rights pertaining to such lot herein, and shall notify the Secretary of the Association of such designation by a notice in writing signed by all of the record owners of the lot. Any such designation may be changed from time to time by notice as aforesaid. In the absence of any such designation, the Secretary may designate any one such owner for such purpose.

10. The fiscal year of the Association shall be from January 1 to December 31 each year.

11. This Declaration is to run with the land and is understood to be for the benefit of the subdivision and each of the lot owners. It shall be binding on all parties and all persons claiming under the DEVELOPER for a period of thirty (30) years from the date this Declaration is recorded. This Declaration and its covenants may be extended for successive periods of twenty (20) years as provided by law, in Massachusetts General Laws, Chapter 184, as amended.

12. Any such extension shall be approved by two-thirds (2/3rds) vote of the owners-of-record at the time of the recording of the extension. It is further understood that the DEVELOPER shall be considered as entitled to one (1) vote for each lot still owned by the DEVELOPER at the time that any such vote is taken.

13. This Declaration, by a two-thirds (2/3rds) vote of the then owners of the lots, may be amended or otherwise modified in whole or in part at any time at a meeting validly held under this Declaration with written notice given to all members of the Association. Any such amendment or modification in the provisions of these Covenants shall be evidenced by the recording in the Registry of Deeds for Hampden County, Massachusetts of any instrument in writing executed by the owners of the lots stipulating what said changes are.

14. The provisions contained in this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by' any owner of any lot included and shown on the Plans, their respective legal representatives, successors, and assigns.

15. The delay and/or failure by any owner Or any lot to enforce any restrictions, conditions, covenants, or agreements herein contained or otherwise covered by this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

16. Alternative remedies provided for by the Declaration or otherwise available under the law are to be deemed cumulative and not exclusive.

17. The invalidation of any one (1) or more of these covenants, by judgment, court order or otherwise, shall in no way affect any of the other provisions hereof, and the same shall remain in full force and effect.

18. TOWN AS A BENEFICIARY AND LEGAL REMEDIES OF THE TOWN OF LUDLOW:

A. The Town of Ludlow, acting by and through its duly designated officers, officials and agents, shall be a beneficiary of this Covenant and shall have the right, but not obligation, to enforce the terms herein.

B. Legal and Injunctive Relief

The rights hereby granted shall include the rights to enforce this Covenant by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Stormwater Management System to its condition prior to the time of the injury complained of (it being agreed that the Town of Ludlow may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town of Ludlow. Should the Town prevail in any such action under this Section, it shall be entitled to reasonable attorney's fees and costs incurred in relation to such action, including any investigation and diligence in preparation therefor.

C. Town Disclaimer of Liability

The Town of Ludlow does not undertake any liability or obligation relating to the condition and/or maintenance of the Stormwater Management System.

D. Non-Waiver

Any election by the Town of Ludlow as to the manner and timing of their right to enforce this Covenant or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

19. The Covenant hereby declared grants to the Town of Ludlow and its representatives the right to enter the premises upon which the Stormwater Management System is located at reasonable times and in a reasonable manner for the purposes of inspecting the same to determine compliance herewith. A permanent easement has been granted to the Town of Ludlow, recorded in Book ____, Page ____, setting forth such rights.

Executed as a sealed instrument this ____ day of ____, 2023.

Sodi, Inc.

Witness

By: _____
Ralph Capua, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of ____, 2023, before me, the undersigned notary public, personally appeared before me Ralph Capua, President and Treasurer of SODI, INC., proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency specifically, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the aforesaid corporation.

_____, Notary Public
My Commission Expires:

TOWN OF LUDLOW – PLANNING BOARD
EXTENSION OF DEVELOPMENT AGREEMENT

The undersigned are parties to a Development Agreement (the “Development Agreement”) dated as of **February 22, 2021** with respect to a subdivision known as **Santina Drive**, in Ludlow, Massachusetts.

The undersigned parties hereby ratify the extension of the Development Agreement from the initial date of its Expiration to **August 22, 2025**, and the undersigned developer hereby agrees to complete the development of the subdivision described in the Development Agreement by **August 22, 2025**.

The parties agree that in all respects the Development Agreement has been in effect from **February 22, 2021** to the date of Extension and that the term of the Development Agreement shall remain in full force and effect until **August 22, 2025**, except as amended by this Extension.

Executed as a sealed instrument as of _____

DEVELOPER
Sodi Inc.

TOWN OF LUDLOW
PLANNING BOARD

Ralph Capua, President

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

Date: _____

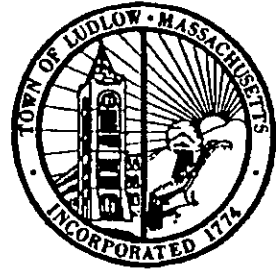
On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

Town of Ludlow

Office of the Planning Board



October 4, 2023

Mr. Ralph Capua
60 Blueberry Hill Road
Longmeadow, MA 01106

RE: Extension of Development Agreement
Santina Drive

Dear Mr. Capua:

Please be advised that at their meeting of September 14, 2023, the Planning Board motioned to allow the Development Agreement to be extended for 2 years, provided that erosion controls are maintained.

Please sign the attached Development Agreement Extension and return with the renewal fee. Your development consists of 8 lots (\$250.00 per lot) and your total renewal fee is **\$2,000.00**.

If you have any questions or concerns, please feel free to reach out to me.

Sincerely,

Douglas J. Stefancik
Town Planner

Enclosure

Cc: File
DPW

***488 Chapin Street
Ludlow, MA 01056
(413) 583-5624 Ext. 281
TTY (413) 583-5668***

RECEIVED

SEP 17 2025

SELECT BOARD
LUDLOW, MA 01056

Notification to Abutters

By Hand Delivery, Certified Mail (return receipt requested), or Certificates of Mailing

This is a notification required by law. You are receiving this notification because you have been identified as the owner of land abutting another parcel of land for which certain activities are proposed. Those activities require a permit under the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40) and Ludlow Wetlands Protection Bylaw.

In accordance with the second paragraph of the Massachusetts Wetlands Protection Act, and 310 CMR 10.05(4)(a) of the Wetlands Regulations, you are hereby notified that:

- A. A Notice of Intent was filed with the LUDLOW Conservation Commission on 9/15/25 seeking permission to remove, fill, dredge, or alter an area subject to protection under M.G.L. c. 131 §40. The following is a description of the proposed activity/activities:

Repair of Retaining Wall at 20 East Street. Work in Buffer Zone and Riverfront Area.

- B. The name of the applicant is: V and V Properties LLC
- C. The address of the land where the activity is proposed is: 20 East Street, Ludlow MA
- D. Copies of the Notice of Intent may be examined or obtained at the office of the Ludlow Conservation Commission, located at Town Hall, 488 Chapin Street. The regular business hours of the Commission are M-F 9-4 and the Commission may be reached at 413-583-5600.
- E. Copies of the Notice of Intent may be obtained from the applicant or his representative, by calling Steven Riberdy, at 413-237-6860 or via email at boghunter.ecological@gmail.com. An administrative fee may be applied for providing copies of the NOI and plans.
- F. Information regarding the date, time, and location of the public hearing regarding the Notice of Intent may be obtained from the Ludlow Conservation Commission. Notice of the public hearing will be published at least five business days in advance, in the local paper.

Notification provided pursuant to the above requirement does not automatically confer standing to the recipient to request Departmental Action for the underlying matter. See 310 CMR 10.05(7)(a)4.

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SEP 12 2025

SELECT BOARD
LUDLOW, MA 01056

Board of Selectmen
Ludlow Town Hall
488 Chapin Street
Ludlow, Ma 01056

Dear Selectmen,

I, Peg Linkley, am requesting an
(Print name)

appointment to the Ludlow Cultural Council. I believe that promoting culture in the town is very important to help keep Ludlow alive and vibrant. I am a Ludlow resident and I believe that I have lot to offer this group and would be a great compliment to the current members.

Sincerely,

Peg Linkley

RECEIVED

SEP 19 2025

SELECT BOARD
LUDLOW, MA 01056

***The Town of Ludlow Massachusetts
Safety Committee***

***488 Chapin Street • Ludlow, Massachusetts 01056
safety@ludlow.ma.us***

***Sgt. Brian Shameklis
Chairperson***

***Peter Gallagher
Vice Chairperson***

***Amy Kurtz
Secretary***

September 12, 2025

Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

To Whom it May Concern:

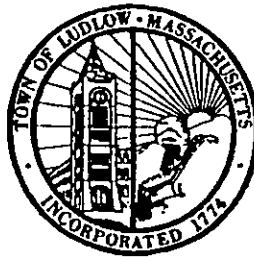
The Safety Committee met on Thursday, September 11th and discussed a letter from former Police Chief Dan Valadas regarding parking at Reservoir Cemetery. The Department of Public Works has already installed some "No Parking" signs and is working with a sign company to have a "Rules & Regulations" sign installed, similar to that in the Island Pond Cemetery. The Committee voted 5-0 to recommend to the Select Board that some limited parking be created on the North side of the cemetery to help alleviate parking concerns.

Should you have any questions, please feel free to contact us.

Peter Gallagher @k

Peter Gallagher, Vice Chairperson

cc: DPW



Town of Ludlow, Massachusetts
Office of the Select Board
Marc Strange, Town Administrator

June 30, 2025

Ludlow Police Department
Attn: Chief Valadas
612 Chapin Street
Ludlow, MA 01056

Dear Chief Valadas:

At the Select Board meeting on Tuesday, June 24th, the parking at Reservoir Cemetery was discussed. Due to some residents' requests, they have requested an assessment and advice on what should be done to curb the issues for parking at the new cemetery.

Please let us know if there's any information you can provide.

Thanks for your help.

Sincerely,

SELECT BOARD

Marc Strange
Town Administrator

ak

cc: Safety Committee



LUDLOW POLICE DEPARTMENT

612 Chapin Street
Ludlow, MA 01056



DANIEL J. VALADAS
Chief of Police

Phone: (413) 583-8305
FAX: (413) 583-8283
Email: DValadas@ludlowpolice.com

Tuesday, July 1, 2025

Chairman Silva – Select Board
Mr. Marc Strange, Town Administrator
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

Re: Parking at Reservoir Cemetery

Mr. Chairman,

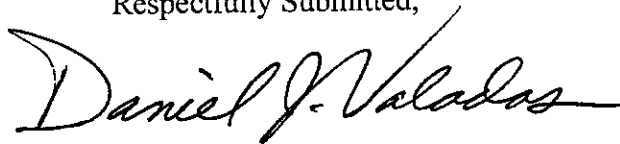
In response to the Select Board's request for an assessment of parking in the Reservoir Cemetery, we must first consider the fact that public parking in cemeteries most often is unrestricted to allow for visits to grave sites. The town may limit access during overnight hours which communities have implemented due to vandalism and loitering, but that would involve securing the cemetery perimeter and the closing of access points which are difficult to control and enforce. For example, Whitney Park and the Thompson Pool sites are closed during evening hours and police enforce as needed. People also park at the Island Pond Cemetery and walk from that area.

If the Board chooses to impose parking restrictions it must understand that enforcement by police officers will be limited and sporadic at best. The police department cannot post an officer regularly to restrict parking by people wishing to access the Springfield Water Department Reservoir site. Approaching every person within the cemetery to determine reasons would be difficult and the police officers have many more pressing duties such as traffic enforcement, proactive patrolling, and emergency response. I also do not recommend parking by people on Reservoir Rd. That area of Center St (Route 21) is very dangerous to cross especially for young families or for older persons. The traffic flow and speeds are simply too fast to allow for safe crossings, even if well-marked by the town, this practice is not safe. People currently cross at their own risk.

I empathize with Ms. Robillard and with those people that agree with restricted parking at the cemetery. A cemetery should be a place to mourn and grieve and not to exercise. Possibly a partial solution would be to allow for limited parking only along the northernmost edge of the Reservoir Cemetery on one side along the water reservoir property edge and away from the grave sites on the other side. In that case, a set number of cars could be accommodated, and police officers could act on parking violations in other areas. It would still be difficult for the police officer to determine

who is parking where and for what reason, but it would at least discourage widespread cemetery parking by persons looking only to exercise or access the water reservoir. Again, this is a suggestion and by no means a complete solution.

Respectfully Submitted,

A handwritten signature in black ink, reading "Daniel J. Valadas". The signature is written in a cursive style with a large, stylized initial 'D'.

DANIEL J. VALADAS
CHIEF OF POLICE

cc: Department of Public Works
Safety Committee
Planning Board

RECEIVED

SEP 19 2025

SELECT BOARD
LUDLOW, MA 01056

***The Town of Ludlow Massachusetts
Safety Committee***

*488 Chapin Street • Ludlow, Massachusetts 01056
safety@ludlow.ma.us*

*Sgt. Brian Shameklis
Chairperson*

*Peter Gallagher
Vice Chairperson*

*Amy Kurtz
Secretary*

September 12, 2025

Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

To Whom it May Concern:

The Safety Committee met on Thursday, September 11th and discussed a request from a resident to have speed limit signs placed on Cedar Street due to speeding concerns. The Committee voted 5-0 to recommend to the Select Board that (2) two temporary signs be placed on Cedar Street at both ends in an attempt to alleviate speeding in the area. Signs would be placed in coordination with the Department of Public Works and be removed before the winter.

Should you have any questions, please feel free to contact us.

Peter Gallagher (ak)

Peter Gallagher, Vice Chairperson

cc: DPW

Safety

From: ccw032@aol.com
Sent: Sunday, August 24, 2025 4:52 PM
To: Safety
Subject: Re: Traffic Speed on Cedar Street

You don't often get email from ccw032@aol.com. [Learn why this is important](#)

To Whom It May Concern:

My name is David Ender and I have been a Ludlow resident living on Cedar Street for the past 20 years. When I first moved here Cedar Street was a relatively quiet neighborhood and the overall traffic pattern was mild with motorists traveling the road at approximately 20 to 25 miles an hour. Since that time, Cedar Street has increasingly witnessed motorists traveling at 30 to 40 miles an hour! It is my opinion that on the lower half of the street the property owners have rented their homes to individuals who are not from the area and have absolutely no regard for this street or its residents' safety. These same individuals continue to speed down this dead-end street where there are numerous numbers of children and elderly residents who traverse Cedar Street at various times during the day and evening.

Consequently, this is the reason that I am reaching out to your committee to ask for your help in installing posted speed limits on Cedar Street of 20 miles an hour. With these in place, Ludlow police will be able to ticket motorists exceeding the posted speed. I am confident that those posted speed limit signs will go a long way to curb this ongoing problem of excessive speed on a dead-end street. If you would like to speak with me in person I will be more than happy to comply. Thank you for your attention to my concerns.

Sincerely,

David Ender
53 Cedar Street
413-262-5375

RECEIVED

SEP 19 2025

SELECT BOARD
LUDLOW, MA 01056

***The Town of Ludlow Massachusetts
Safety Committee***

*488 Chapin Street • Ludlow, Massachusetts 01056
safety@ludlow.ma.us*

*Sgt. Brian Shameklis
Chairperson*

*Peter Gallagher
Vice Chairperson*

*Amy Kurtz
Secretary*

September 12, 2025

Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

To Whom it May Concern:

The Safety Committee met on Thursday, September 11th and discussed a request from the Commission on Disability for a "Handicapped Drop Off" sign be placed at the Whitney Park gate. It was voted 5-0 to recommend placement of the sign and to be installed in coordination with the Department of Public Works. The DPW will look into their supply to see if they have a sign available and if not, it will be purchased by the Commission on Disability.

Should you have any questions, please feel free to contact us.

Peter Gallagher (ak)

Peter Gallagher, Vice Chairperson

cc: DPW

- | | | |
|------------------------------|--|-------------------------------|
| Post Panels & Object Markers | Barricades - Interlocking & Expandable | Bollards |
| Sign Attachment Hardware | Bike Racks | Channelizers |
| Sign Bases - FlexPost® | Clearance Bars | Cone Collar Signs |
| Sign Bases - Permanent | LED Traffic Products | ConeBoss - Parking Cone Signs |
| Sign Bases - Portable | Plastic Chains | Mr Chain Ground Poles |
| Sign Posts - Metal | Speed Bumps | Mr Chain Stanchions |
| Sign Posts - Plastic | Wheel Stops | Traffic Cones |



☒ Tweak Design



Ships Today.
Order within 3 hrs 33 mins

Part#	K2-0424
SPN#	2XRT
Color	Blue
Shape	Vertical

Product Description

Keep traffic running smoothly around your lot. Let parents and drivers know drop-off and pick-up area allocated for people with disabilities.

1 Select Design:



2 Select Size: 12" x 18"



3 Select Material:

For size: 12" x 18"

RIGID SIGNS

Aluminum	\$23.45
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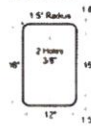
REFLECTIVE ALUMINUM SIGNS

3M Engineer Grade Reflective Alum.	\$25.91
3M Hi Intensity Reflective Aluminum	\$29.65

REFLECTIVE ALUMINUM SIGNS - PREMIUM

3M Diamond Grade Reflective Alum.

4.4 ★★★★★
Google
Customer Reviews



(Hover for more details)

- 63 mil thick aluminum.
- Printed with 3M inks and materials.
- For use indoors or outdoors.
- Rounded corners.
- Includes large holes for easy mounting.

More Material Details



4 **Select Adder:**

- ☐ **3M SmartShield POF Laminate** - Superior protection against Fading and Graffiti. \$12.95 for 1 Sign [What's this?](#)
- ☐ **3M ProShield Laminate** - Ultimate protection against Fading, Graffiti, and Abrasion. \$15.95 for 1 Sign [What's this?](#)

5 **Order Quantity:**

Buy quantity and save

- | | | |
|-------------------------------|---------|--------------|
| <input type="radio"/> Buy 3+ | 2% OFF | \$22.95/Sign |
| <input type="radio"/> Buy 5+ | 5% OFF | \$22.25/Sign |
| <input type="radio"/> Buy 20+ | 16% OFF | \$19.75/Sign |
| <input type="radio"/> Buy 40+ | 20% OFF | \$18.75/Sign |

Size: 12' x 18'
Material: Aluminum

\$23.45
(\$23.45 / Sign)

- 1 +

Add to Cart



**Free Delivery
Over \$14.95**



**Guaranteed
Best Pricing**



3-Year Warranty

Have Questions?
Contact our customer service

(800) 952-1457
Mon - Fri 8:00am to 7:00pm EST



Real Customers
35,641 reviews



Google Customer Reviews
3,473 reviews

**Reseller Ratings**
10,105 reviews

NO
PARKING
ANY
TIME

NO DOGS
ALLOWED IN
PARK OR
TENNIS
COURTS



***The Town of Ludlow Massachusetts
Safety Committee***

*488 Chapin Street • Ludlow, Massachusetts 01056
safety@ludlow.ma.us*

*Sgt. Brian Shameklis
Chairperson*

*Peter Gallagher
Vice Chairperson*

*Amy Kurtz
Secretary*

September 12, 2025

Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

To Whom it May Concern:

On Thursday, September 11th, the Safety Committee convened to address a pressing concern regarding the Southbound Lane in the 1100 block of East Street. Following recent tree removals, a deep ravine has been exposed adjacent to the roadway, creating a hazardous condition that has already resulted in multiple emergency incidents.

Most notably, in August, a vehicle collided with a utility pole and subsequently rolled approximately 150 feet into the woods. The Ludlow Fire Department was required to deploy rescue ropes, a pulley system, and multiple firefighters to safely extricate the driver from the steep terrain. A heavy rotator tow truck was also necessary to recover the vehicle.

This incident is one of at least three in recent memory that have required emergency response due to vehicles leaving the roadway in this area. The absence of guardrails has clearly contributed to these dangerous outcomes.

We strongly believe that the installation of guardrails could have prevented these incidents and will be critical in safeguarding motorists moving forward.

Peter Gallagher @pk

Peter Gallagher, Vice Chairperson

cc: DPW

For Immediate Release

August 20, 2025

Ludlow Fire and Police Departments Respond to Early Morning Rollover Accident

At approximately 4:17 a.m. on August 20, 2025, Ludlow Central Dispatch received a 911 call from a motorist reporting that she had struck a utility pole and that her vehicle had rolled over multiple times before coming to rest in the woods off East Street.

Although the crash was not immediately visible to first-arriving Ludlow Police Officers, Ludlow Central dispatchers maintained communication with the caller and used the GPS coordinates from her cell phone to help guide officers to the correct location. The vehicle and driver were ultimately found approximately 150 feet from the roadway, down a steep ravine in the area of 1102 East Street.

Upon arrival, Ludlow Fire crews initiated a technical rescue operation. Using rescue ropes and a pulley system, firefighters—working closely with Ludlow Police Officers—safely extricated the driver from the steep terrain. The single occupant of the vehicle was then transported to a local hospital with minor injuries.

Due to the difficult location of the crash, a heavy-duty rotator tow truck was required to remove the vehicle from the ravine.

The Ludlow Fire and Police Departments commend the teamwork of dispatchers, police officers, and firefighters whose coordinated efforts ensured a rapid and safe rescue under challenging conditions. The crash remains under investigation by the Ludlow Police Department.



Amy Kurtz

From: Marc Strange
Sent: Friday, September 26, 2025 8:31 AM
To: Josue Irizarry
Cc: Amy Kurtz
Subject: Re: EXTERNAL:Ludlow Boys & Girls Club Auction Banner Request

Absolutely. We'll put this on the 10/7 SB agenda. Thanks!

Marc

From: Josue Irizarry <Jlirizarry@ludlowbgc.org>
Sent: Thursday, September 25, 2025 6:29 PM
To: Marc Strange <mstrange@Ludlow.ma.us>
Subject: EXTERNAL:Ludlow Boys & Girls Club Auction Banner Request

EXTERNAL EMAIL WARNING

This email originated from outside your organization. Please verify the sender's identity before clicking links, downloading attachments, or providing sensitive information. If you were not expecting this email, please call the sender to verify authenticity.

Marc,

Good evening! Are you able to get approval from the Board of Selectman at the next meeting for the Club to hang our Auction Fundraiser event. We would like to hang our Auction banner by Hubbard library and the Springfield bridge, and right off the highway. We would like to have the banners up from October 15 until October 29. Let me know if you have any questions.

Thank you,

Josue

Josue Irizarry
President/CEO
Ludlow Community Center
Randall Boys & Girls Club
91 Claudia's Way
Ludlow, Ma 01056
413 583-2072 ext. 113



LUDLOW COMMUNITY CENTER
RANDALL BOYS & GIRLS CLUB



Department of Public Works Town of Ludlow, Massachusetts

To: Ludlow Cultural Council
From: Department of Public Works
Date: September 26, 2025
Subject: River Walk Sculpture

Support for Public Sculpture Installation at the Ludlow River Walk

Dear Members of the Ludlow Cultural Council,

On behalf of the Ludlow Department of Public Works, I am pleased to express our support for the proposed installation of a large-scale outdoor sculpture along the Ludlow River Walk by artist Donald Longley of Hercworx Studios.

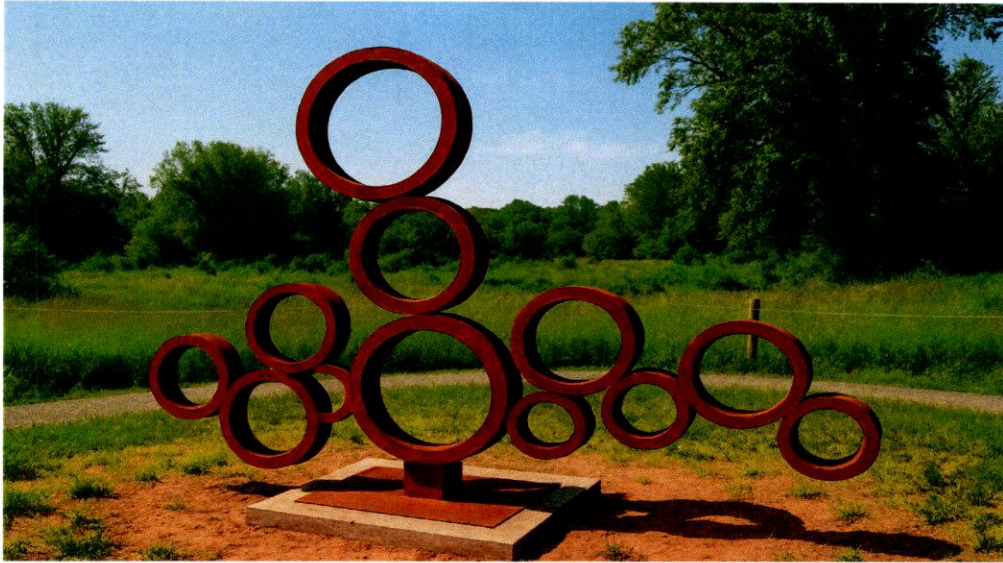
The River Walk is a valued community space, and we believe that the addition of public art will further enhance its appeal for residents and visitors alike. Mr. Longley's work—crafted from reclaimed steel and installed in communities across Massachusetts—has consistently reflected themes of resilience, community, and connection to place. We are confident his proposed sculpture will add to the cultural vibrancy of Ludlow.

Pending final design approval and coordination Ludlow DPW will work with Mr. Longley to ensure a safe and appropriate installation that complements the existing character of the River Walk.

For these reasons, we are pleased to support Mr. Longley's grant application to the Ludlow Cultural Council and look forward to the opportunity this project presents for our town.

Sincerely,

Jamie Tomas
Director of Public Works
Town of Ludlow





SPRINGFIELD WATER AND SEWER COMMISSION
P.O. BOX 995, SPRINGFIELD, MA 01101

Date of Issuance: October 3, 2025

Contact: Springfield Water and Sewer Commission, (413) 310-3501
info@waterandsewer.org

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER
Disinfection Byproduct (DBP) MCL Violations

This report contains important information about your drinking water. Please translate it or speak with someone who understands it or ask the contact listed below for a translation.

Este informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.

Este relatório contém informações importantes sobre a água potável. Ter alguém que traduza-lo para você, ou falar com alguém que entenda-lo.

Báo cáo này có chứa thông tin rất quan trọng về nước uống của bạn. Xin vui lòng dịch nó hoặc nói chuyện với một ai đó hiểu nó.

Elevated Disinfection Byproducts at the Springfield Water and Sewer Commission (PWS ID# 1281000)

Our water system exceeded a drinking water standard, or maximum contaminant level (MCL), for a water disinfection byproduct (DBP). Testing results came from routine monitoring of drinking water contaminants from December 2024 to September 2025.

Testing results from September 2, 2025, showed that our system exceeded the standard or maximum contaminant level (MCL) established by drinking water regulations for haloacetic acids (HAA5) at six sampling locations. The MCL for HAA5 is 60 [micrograms per liter] ug/L (parts per billion, ppb). An MCL is calculated as a 12-month locational running annual average (LRAA) of quarterly samples. The Commission first experienced a violation of the HAA5 drinking water standard in December 2018.

DBP Sample Locations	Sample Result for Quarter 3 of 2025	Locational Running Annual Average (LRAA) for Quarter 3 of 2025*
	HAA5 (ppb ¹)	HAA5 (ppb ¹)
10081 – Chapin St Pump Station	65	58
10082 – 1400 State St Vibra/PV Hospital	70	63
10074 – 833 Page Blvd	68	61
10089 – 292 Main Street	62	59
10083 – North Main Fire Station	67	62
10085 – Center Street Fire Station	70	62
10086 – 1043 Sumner Ave	68	62
10075 – Catalina Pump Station	73	65

*LRAAs above the MCL for HAA5 (60 ppb) are in **bold**.

¹ parts per billion (ppb) = parts per million (ppm) / 1000

What does this mean?

This is not an emergency. If it had been an emergency, you would have been notified within 24 hours. Disinfectants added to drinking water sources can interact with natural organic material (NOM) in the water to form DBPs.

Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.

In addition, young children (including infants), pregnant women or those who may become pregnant may be potentially more susceptible to risks from exposures to chemicals, such as HAA5.

What is being done?

The Commission's existing West Parish Filters Water Treatment Plant was last modernized in 1974 and is not capable of removing current levels of NOM to the extent necessary to meet today's DBP regulations. The Commission continues to adjust the existing treatment process to maximize NOM removal. As a permanent solution, the Commission is building a new drinking water treatment plant. Construction of the new treatment plant began in fall 2024 and is expected to be complete by September 2028. Progress on the new plant's construction can be followed at newwestparish.com.

The new treatment plant will ensure that 21st century standards for regulatory compliance, water quality, and reliability are met. Until the new treatment plant is fully online, the Commission expects there will continue to be exceedances of the MCL for DBPs. Customers will receive notification any time there is an exceedance.

What should I do?

You can choose to limit the amount of tap water used if you are pregnant, may become pregnant or are giving water to young children. For example, you can use water from another source, such as bottled water. While breast milk can be a source of HAA5 exposure for infants, **the Centers for Disease Control and Prevention recommend that nursing mothers continue to breastfeed their babies because of the numerous protective health benefits, despite the potential presence of environmental contaminants.**

If you have questions about your water system's operation, water quality monitoring, or response to this issue, please contact 413-310-3501 or info@waterandsewer.org or visit <https://waterandsewer.org/DBPs-FAQs>. If you have questions about the drinking water regulations or health risks posed by these contaminants,² you can contact the MassDEP Drinking Water Program at: program.director-dwp@mass.gov. If you have questions about specific symptoms, you can contact your doctor or other health care provider. If you have general questions about your health, you can contact the Massachusetts Department of Public Health at [617-624-5757](tel:617-624-5757). Further information is available in MassDEP's HAA5 in Drinking Water Information for Consumers Fact Sheet at: <https://www.mass.gov/media/2532591/download>

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by Springfield Water and Sewer Commission. PWSID #1281000.

Date distributed: October 3, 2025

Phone: 413-310-3501

Email: info@waterandsewer.org

² <https://www.mass.gov/doc/supporting-documentation-for-drinking-water-standards-and-guidelines/download>

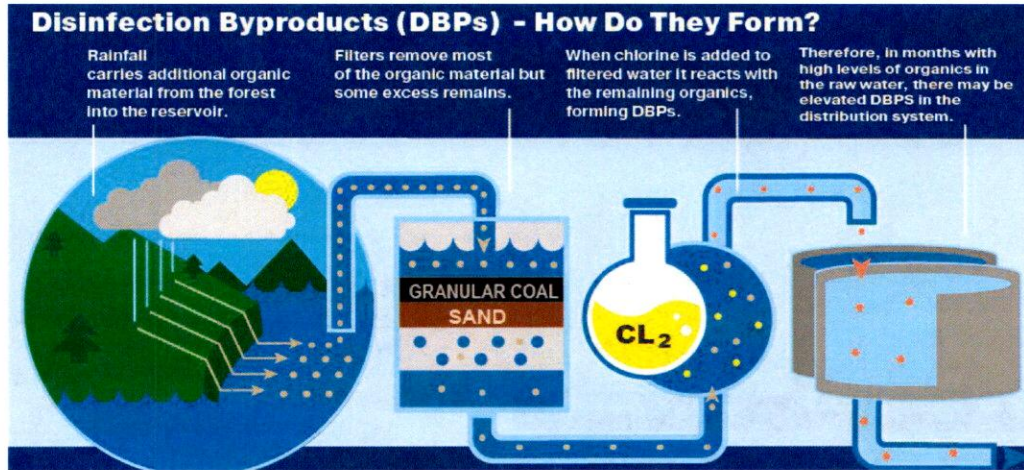


Information And Frequently Asked Questions About HAA5

What is HAA5 and how does it get into the drinking water?

Haloacetic acids (HAA5) are disinfection byproducts (DBP) that form when chlorine, used for disinfection, reacts with dissolved natural organic matter (NOM). NOM comes from natural forest materials, such as decomposing leaves, plants, soil, etc., that wash into all surface water bodies when it rains. Cobble Mountain Reservoir is the Commission's main drinking water supply. NOM levels in the reservoir fluctuate in response to rain patterns as well as to seasonal changes. The Commission's legacy (1920s and 1970s) drinking water treatment technology is not capable of filtering out enough NOM to meet today's DBP regulations.

Cobble Mountain Reservoir in Blandford and Granville, MA – the Commission's primary drinking water supply.



NOM on the forest floor surrounding Cobble Mountain Reservoir

How long have we experienced exceedances of HAA5?

The Commission has experienced elevated levels of HAA5 in the finished drinking water since Fall 2018, which featured unusually high precipitation. The Commission first reported an exceedance of the drinking water standard for HAA5 in January 2019 based on sampling in December 2018.

What are the health concerns associated with HAA5?

- "Consumption of water with HAA5 levels somewhat above the MCL for limited durations, while corrective actions are being taken to lower the levels, is not likely to significantly increase risks of adverse health effects for most people." (Source: MassDEP, <https://bit.ly/48EMPex>)
- Some studies have shown that long-term exposure to DBPs, including HAA5, at elevated levels above the regulatory limit over many years (i.e. decades or a lifetime) may increase the risk of developing health problems.

What is the Commission doing to address HAA5?

- To address exceedances for HAA5 and replace end-of-life infrastructure the Commission is building a new West Parish Water Treatment Plant. **More information & updates:** www.newwestparish.com
- Construction began in fall 2024 and is expected to be complete by 2028.
- Phase 1 construction of other important plant upgrades was completed in November 2023.

Why is chlorine added to drinking water?

- Chlorine prevents waterborne illness caused by pathogens (bacteria) such as cholera, typhoid, and *E. coli*. Such pathogens are considered an immediate risk to public health associated with drinking water.
- The use of chlorine for the safe disinfection of public drinking water supplies is considered one of the greatest public health achievements in history.
- While the Commission is committed to complying with all drinking water regulations, preventing the immediate health risk of waterborne illness through proper disinfection is its foremost priority.

Can home filters reduce or remove HAA5?

- No. According to MassDEP, "There are currently no known water filters that are certified to reduce or remove HAA5." (Source: MassDEP, <https://bit.ly/48EMPex>)

Will boiling my water help reduce disinfection byproducts?

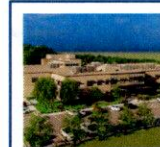
- No. Disinfection byproducts are not micro-organisms, therefore boiling water will not eliminate them.

What if I have further questions?

The Commission understands the concern the HAA5 public notifications cause. We are happy to speak with customers to discuss HAA5, how they form, and steps the Commission is taking to address the issue. Customers can contact the Commission at **413-310-3501** or email info@waterandsewer.org. More information: <https://waterandsewer.org/dbps-faqs/>



Federal, state, and local officials gather with Commission employees at the groundbreaking for the new West Parish Water Treatment Plant in October 2024.



Follow construction progress of the new West Parish Water Treatment Plant at newwestparish.com



Modernizing Our Water System for the 21st Century

Check out our video which provides an overview of the water treatment process, describes why the Commission is building a new treatment plant, and explains how the new plant will help to resolve exceedances for the MCL for DBPs.

Watch the video on the Commission's YouTube channel: <https://bit.ly/4lcmD21>





Información y preguntas frecuentes sobre subproductos de la desinfección

¿Qué es HAA5 y cómo llega al agua potable?

Los ácidos haloacéticos (HAA5) son subproductos de la desinfección (DBP) que se forman cuando el cloro, utilizado para la desinfección, reacciona con la materia orgánica natural disuelta (NOM). La NOM proviene de materiales naturales del bosque, como hojas en descomposición, plantas, suelo, etc., que se lavan en todos los cuerpos de agua superficial cuando llueve. El embalse Cobble Mountain es la principal fuente de agua potable de la Comisión. Los niveles de NOM en el embalse fluctúan en respuesta a los patrones de lluvia, así como a los cambios estacionales. La tecnología de tratamiento de agua potable heredada de la Comisión (de las décadas de 1920 y 1970) no es capaz de filtrar suficiente NOM para cumplir con las regulaciones actuales de DBP.

El embalse Cobble Mountain en Blandford y Granville, MA, es la principal fuente de agua potable de la Comisión.

NOM en el suelo del bosque que rodea el embalse Cobble Mountain.

¿Por cuánto tiempo hemos experimentado excedencias de HAA5?

La Comisión ha experimentado niveles elevados de HAA5 en el agua potable terminada desde el otoño de 2018, que presentó precipitaciones inusualmente altas. La Comisión informó por primera vez sobre un exceso del estándar de agua potable para HAA5 en enero de 2019 basado en muestreos realizados en diciembre de 2018.

¿Cuáles son las preocupaciones de salud asociadas con los HAA5?

- "El consumo de agua con niveles de HAA5 ligeramente por encima del Límite Máximo Contaminante (MCL) durante períodos limitados, mientras se toman medidas correctivas para reducir los niveles, probablemente no aumente significativamente el riesgo de efectos adversos en la salud para la mayoría de las personas." (Fuente: MassDEP, <https://bit.ly/48EMPex>)
- Algunos estudios han demostrado que la exposición a largo plazo a subproductos de desinfección (DBP), incluidos los HAA5, a niveles elevados por encima del límite regulatorio durante muchos años (es decir, décadas o toda una vida) puede aumentar el riesgo de desarrollar problemas de salud.

¿Qué está haciendo la Comisión para abordar los HAA5?

- Para abordar las excedencias de HAA5 y reemplazar la infraestructura obsoleta, la Comisión está construyendo una nueva Planta de Tratamiento de Agua en West Parish. Más información: www.newwestparish.com
- La construcción comenzó en el otoño de 2024 y se espera que esté terminada para 2028.
- La Fase 1 de la construcción de otras mejoras importantes en la planta se completó en noviembre de 2023.

¿Por qué se añade cloro al agua potable?

- El cloro previene las enfermedades transmitidas por el agua causadas por patógenos (bacterias) como el cólera, la fiebre tifoidea y E. coli. Estos patógenos se consideran un riesgo inmediato para la salud pública asociado con el agua potable.
- El uso de cloro para la desinfección segura de los suministros públicos de agua potable se considera uno de los mayores logros en la historia de la salud pública.
- Aunque la Comisión está comprometida a cumplir con todas las regulaciones de agua potable, su principal prioridad es prevenir el riesgo inmediato de enfermedades transmitidas por el agua mediante una desinfección adecuada.

¿Pueden los filtros domésticos reducir o eliminar el HAA5?

- No. Según MassDEP, "Actualmente no se conocen filtros de agua certificados para reducir o eliminar el HAA5." (Fuente: MassDEP, <https://bit.ly/48EMPex>)

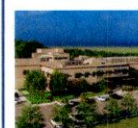
¿Hervir mi agua ayudará a reducir los subproductos de la desinfección?

- No. Los subproductos de la desinfección no son microorganismos, por lo tanto, hervir el agua no los eliminará.

¿Y si tengo más preguntas?

La Comisión comprende la preocupación que causan las notificaciones públicas sobre los subproductos de la desinfección. Estamos dispuestos a hablar con los clientes para discutir los subproductos de la desinfección, cómo se forman y las medidas que la Comisión está tomando para abordar el problema. Los clientes pueden contactar a la Comisión al **413-310-3501** o enviar un correo electrónico a info@waterandsewer.org.

Funcionarios federales, estatales y locales se reúnen con empleados de la Comisión en la ceremonia de inicio de la nueva Planta de Tratamiento de Agua de West Parish en octubre de 2024.



Sigue el progreso de la construcción de la nueva planta de tratamiento de agua de West Parish
newwestparish.com



Modernizando nuestro sistema de agua para el siglo XXI

Mira nuestra nueva video que proporciona una descripción general del proceso de tratamiento de agua, describe por qué la Comisión está construyendo una nueva planta de tratamiento y explica cómo la nueva planta ayudará a resolver los excesos del MCL para los DBP

Mire el video en el canal de YouTube de la Comisión:
<https://bit.ly/4lcmD21>





Established
1996

SPRINGFIELD WATER AND SEWER COMMISSION

POST OFFICE BOX 995
SPRINGFIELD, MASSACHUSETTS 01101-0995
413-452-1300

October 1, 2025

RE: HAA5 Water Quality Violation and Public Notification

Dear Town of Ludlow Officials and Staff:

On October 3, 2025, the Springfield Water and Sewer Commission (Commission) will be issuing notices to all its customers in Springfield and Ludlow regarding a violation of the maximum contaminant level (MCL) for the disinfection byproduct (DBP) haloacetic acids (HAA5).

- The Commission has experienced elevated levels of DBPs in the finished drinking water since Fall 2018, when it first reported an exceedance of the drinking water standard for HAA5.
- HAA5 forms when chlorine, used to disinfect bacteria and viruses, reacts with dissolved natural organic matter (NOM) found in surface water supplies such as Cobble Mountain Reservoir, the main drinking water supply.
- NOM levels in the reservoir fluctuate in response to weather patterns (including the increased frequency of severe events). Raw water quality can also be impacted by seasonal reservoir turnover, during which the top layer of water shifts to the bottom of the reservoir.
- Legacy treatment processes at West Parish Filters Water Treatment Plant are limited in their ability to remove all NOM.

October 2025 Update

- The MCL for HAA5 is 60 parts per billion (ppb), calculated as the average of the past year's results at an individual sample site (known as the "locational running annual average," or LRAA).
- There was an exceedance of the MCL at six (6) of the eight (8) September 2, 2025 sample locations.
- The Commission continues to enact interim solutions while it proceeds with construction of a new water treatment plant as a permanent solution (please see next page).

Modernizing Our Water System for the 21st Century

- The Commission's video "Modernizing Our Water System for the 21st Century" provides a helpful overview of the water treatment process, why a new plant is needed, and how the new plant will resolve DBP exceedances: <https://bit.ly/newwestparish>
- ***Please share with your constituents.***

Public Notification

- Per MassDEP regulations, the Commission is including public notification letters in the bills of all retail customers. Customers should receive their bills on or after October 3, 2025. Electronic billing customers will receive the notification via email.

- ***As before, this type of violation is not an immediate health hazard.*** The Commission and Massachusetts Department of Environmental Protection (MassDEP) advise that the public can continue to drink and use the water as normal.
- A Fact Sheet for Consumers from MassDEP is available on their website: <https://www.mass.gov/doc/factsheet-haloacetic-acids-in-drinking-water-information-for-consumers/download>.

Solutions - New Water Treatment Plant

- Construction of the new treatment plant began in fall 2024 and is expected to be complete by 2028; **project information and construction updates are available at www.newwestparish.com.**
- The Commission continues to optimize the existing legacy treatment processes to limit the formation of DBPs as much as possible.
- *Until the new plant is online, exceedances of the MCL for HAA5 will most likely continue to re-occur.* This is in part because the regulatory limit for HAA5 is a running annual average, and the previous elevated results may impact future compliance calculations. In addition, future weather patterns may continue to impact raw water quality.

Questions and Information

Constituents may contact Town officials with questions about their water quality. Please refer these questions to:

- Springfield Water and Sewer Commission: **413-310-3501** or **info@waterandsewer.org**
- More information is also available on our website: <https://waterandsewer.org/dbps-faqs/>.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WESTERN REGIONAL OFFICE

436 DWIGHT STREET, SPRINGFIELD, MA 01103 413-784-1100

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

REBECCA L. TEPPER
Secretary

BONNIE HEIPLE
Commissioner

DATE: October 1, 2025

Municipality LUDLOW
(city/town)

RE: NOTIFICATION OF WETLANDS PROTECTION ACT FILE NUMBER

The Department of Environmental Protection has received a Notice of Intent filed in accordance with the Wetlands Protection Act (M.G.L. c. 131, §40):

Applicant: TOWN OF LUDLOW
Address: 198 SPORTSMENS ROAD
LUDLOW, MA 01056

Owner: TOWN OF LUDLOW
Address: 488 CHAPIN STREET
LUDLOW, MA, 01056

LOCUS: VARIOUS STREETS WITHIN TOWN

This project has been assigned the following file # : WE 207-0673

A FILE NUMBER ONLY INDICATES THAT THE APPLICATION CONTAINS THE MINIMAL SUBMITTAL REQUIREMENTS AND IS ADMINISTRATIVELY COMPLETE - NOT THAT THE INFORMATION IN THE APPLICATION IS ADEQUATE FOR ISSUANCE OF AN ORDER OF CONDITIONS.

Although a file # is being issued, please note the following:

[1] There are a few areas in town that are protected under the MESA and potentially under 310 CMR 10.60. There are also numerous certified and multiple vernal pools. No review is required by NHESP as the NOI states there will be no work conducted in these areas.

[2] The NOI states that the work includes the repair and/or replacement of facilities, reconstruction of structures, removal of sediment from culverts, catch basins or bridge crossings, removal of sediments from drain ditches and streams, regrading and revegetation of ditches, removal of debris and vegetation from ditches and watercourses. This section needs to be corrected. Regrading and revegetation of watercourses or streams are not normal maintenance. Removal of sediment and debris only should apply to blockages from recent major storms.

[3] Please review the minor exempt activities noted under 310 CMR 10.02(2)(b)2.

[4] Replacement of stream crossing culverts is not allowed under a bundled NOI. Please carefully clarify what is meant by cross culverts (carrying stormwater vs. a culvert carrying a regulated stream. Any regulated stream must be reviewed under an individual NOI. The DPW should contact this reviewer for assistance for any stream crossing help.

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057. TDD# 1-866-539-7622 or 1-617-574-6868.

<http://www.mass.gov/dep>

Printed on Recycled Paper

TOWN OF LUDLOW
198 SPORTSMENS ROAD
LUDLOW, MA 01056

[5] The DPW should have a map that shows detentions basins that will be maintained. This applies to basins installed after 1996.

[6] For stormwater management, the maintenance applies to existing systems.

[7] Examples of other narratives for bundled NOI's will be provided.

If you have any questions regarding this letter, please contact: MARK STINSON @ (413)-961-9583

Cc: Ludlow Conservation Commission, TOWN HALL, 488 CHAPIN STREET, Ludlow, MA, 01056

Owner: TOWN OF LUDLOW, 488 CHAPIN STREET, LUDLOW, MA, 01056

Representative: TOWN OF LUDLOW DEPARTMENT OF PUBLIC WORKS, 198 SPORTSMENS ROAD, LUDLOW, MA, 01056

post-marked
6/19/15
DC

DEPT. OF ENVIRONMENTAL PROTECTION
JUN 12 2015
WERO



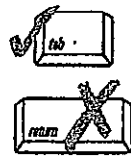
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
278-0129
MassDEP File #
eDEP Transaction #
Sandisfield
City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

Important:
When filling
out forms on
the
computer,
use only the
tab key to
move your
cursor - do
not use the
return key.



1. From: Sandisfield
Conservation Commission

2. This issuance is for (check one):
a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:
Stephan Harasyko
a. First Name b. Last Name
Sandisfield DPW
c. Organization
PO Box 90
d. Mailing Address
Sandisfield MA 01255
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
Sandisfield DPW Harasyko
a. First Name b. Last Name
Sandisfield DPW
c. Organization
PO Box 90
d. Mailing Address
Sandisfield MA 01255
e. City/Town f. State g. Zip Code

5. Project Location:
Various town roads Sandisfield
a. Street Address b. City/Town
n/a n/a
c. Assessors Map/Plat Number d. Parcel/Lot Number
Latitude and Longitude, if known: d m s d m s
d. Latitude e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
278-0129
MassDEP File #

eDEP Transaction #
Sandisfield
City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

a. County

b. Certificate Number (if registered land)

c. Book

d. Page

7. Dates: April 7, 2015 May 19, 2015 June 8, 2015
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Sandisfield Limit of Work (LOW) Maps (Figures 1.1-1.9)

a. Plan Title

Stockman Associates LLC

b. Prepared By

April 2015

d. Final Revision Date

c. Signed and Stamped by

varied

e. Scale

Please see attached list of approved documents

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 0
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>temporary</u> a. linear feet	<u>temporary</u> b. linear feet	<u>c. linear feet</u>	<u>d. linear feet</u>
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	<u>temporary</u> a. square feet	<u>temporary</u> b. square feet	<u>c. square feet</u>	<u>d. square feet</u>
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u>a. square feet</u> <u>e. c/y dredged</u>	<u>b. square feet</u> <u>f. c/y dredged</u>	<u>c. square feet</u>	<u>d. square feet</u>
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>temporary</u> a. square feet	<u>temporary</u> b. square feet	<u>c. square feet</u>	<u>d. square feet</u>
Cubic Feet Flood Storage	<u>e. cubic feet</u>	<u>f. cubic feet</u>	<u>g. cubic feet</u>	<u>h. cubic feet</u>
8. <input checked="" type="checkbox"/> Isolated Land Subject to Flooding	<u>temporary</u> a. square feet	<u>temporary</u> b. square feet		
Cubic Feet Flood Storage	<u>c. cubic feet</u>	<u>d. cubic feet</u>	<u>e. cubic feet</u>	<u>f. cubic feet</u>
9. <input checked="" type="checkbox"/> Riverfront Area	<u>temporary</u> a. total sq. feet	<u>temporary</u> b. total sq. feet		
Sq ft within 100 ft	<u>c. square feet</u>	<u>d. square feet</u>	<u>e. square feet</u>	<u>f. square feet</u>
Sq ft between 100-200 ft	<u>g. square feet</u>	<u>h. square feet</u>	<u>i. square feet</u>	<u>j. square feet</u>



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B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. ^{cu yd} nourishment	d. ^{cu yd} nourishment
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



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B. Findings (cont.)

* #22. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

22. ☐ Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

23. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 278-0129 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) ☐ is subject to the Massachusetts Stormwater Standards
 - (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
 - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
 - i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
 - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

g) The responsible party shall:

1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (If you need more space for additional conditions, please attach a text document):

Please see attached special conditions #21-#40.

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☐ Yes ☒ No
2. The _____ hereby finds (check one that applies):

Conservation Commission

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☐ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (If you need more space for additional conditions, attach a text document):



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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

6/8/15
1. Date of Issuance

3
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Richard Campbell
Richard Campbell

Mary Turek
Mary Turek

Sean Carr
Sean Carr

Clare English
CLARE ENGLISH

☒ by hand delivery on

☐ by certified mail, return receipt requested, on

6/10/15
Date

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for: Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Special Order of Conditions

Sandisfield DPW

Bundled GNOI

DEP File # 278-0129

List of Approved Documents

- Notice of Intent "Bundled Notice of Intent Routine Maintenance & Repairs to Town Roads, Sandisfield, MA" prepared by Stockman Associates LLC, dated April 2015. Including:
 - "Sandisfield Limit of Work (LOW) Maps", prepared by Stockman Associates LLC
 - "Sandisfield USGS Topographic Maps", prepared by Stockman Associates LLC April 2015 (Figures 2.1-2.22)
 - "SPECIFIC WORK IN MA NHESP ESTIMATED HABITAT OF RARE WILDLIFE (EH) & PRIORITY HABITAT OF RARE SPECIES (PH)"
 - "Sandisfield MA NHESP Maps", prepared by Stockman Associates LLC April 2015 (Figures 3.1-3.6)
 - "OPERATION AND MAINTENANCE PLAN AND RESPONSIBLE PARTIES"

Special Conditions

21. Work under the bundled NOI shall be performed in compliance with the conditions stated in the MA NHESP project review letter dated May 8, 2015 as restated below:

"No further review pursuant to 321 CMR 10.18 and 310 CMR 10.58(4)(b) & 10.59 is required for the following proposed activities Cutting of vegetation along town roads (including brush mowing and tree pruning) within 4ft. of the paved travel lane; maintenance, repair or replacement, but not widening of existing paved roads that does not exceed 4ft from an existing travel lane; cleaning and replacement of catch basins, settling pools, roadside edging, drainage ditches. Additionally, no further review pursuant to 321 CMR 10.18 and 310 CMR 10.58(4)(b) & 10.59 is required for work proposed outside of Priority or Estimated Habitat.

Cutting of vegetation along town roads; Paving: May qualify under 321 CMR 10.14(12) and/or (13): (12) "the maintenance, repair or replacement, but not widening, of existing paved roads, shoulder repair that does not exceed four feet from an existing travel lane, paved and unpaved driveways and paved and unpaved parking areas, provided such unpaved driveways and unpaved parking areas are for year-round use and are not thereafter paved, but not including bike paths, or parking areas on barrier beaches,

coastal beaches, coastal dunes, or salt marshes, as defined by the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40 and 310 CMR 10.00), and not including actions that are likely to result in changes in storm water drainage;" ; (13) "the maintenance or replacement but not the expansion of existing lawns and landscaped areas". All work greater than 4 feet from a traveled lane must be reviewed pursuant to 321 CMR 10.18, and may be submitted as a single MESA filing for Town-wide maintenance."

22. The Commission shall be notified in writing at least 2 weeks prior to any road resurfacing.
23. The Commission shall be notified in writing at least 2 weeks prior to any road paving.
24. The Commission shall be notified prior to any grading of dirt/gravel roads for the first time that calendar year.
25. The Commission shall be notified in writing at least 2 weeks prior to any maintenance work associated with an intermittent stream channel. No culvert replacements or new culverts associated with intermittent or perennial streams are permitted under this OOC.
26. The Commission shall be notified in writing at least 2 weeks prior to the installation of permanent erosion controls (i.e. stone check dams).
27. The Commission shall be notified in writing at least 2 weeks prior to any catch basin replacement.
28. The Commission shall be notified in writing at least 2 weeks prior to any grading of slopes related to maintenance.
29. Routine maintenance and repairs shall be performed as detailed in the Notice of Intent narrative prepared by Stockman Associates LLC dated April 2015. A copy of the NOI and the OOC shall be kept on site during said maintenance and repairs.
30. Heavy equipment (i.e. backhoes, pavers, trucks) shall be staged on existing paved areas. Heavy equipment proposed to be located in other areas shall be reviewed and approved by the Commission.
31. Reasonable precaution shall be taken to protect trees, specifically minimizing work in the drip line and existing root systems.
32. Work will be scheduled to avoid periods of high groundwater or high flow rates.
33. There shall be no loss of wetland resource areas or degradation of wetland resource area function and value.
34. Each year the applicant shall submit to the Commission a list of anticipated projects under the NOI.

35. All activities under the OOC shall be undertaken within town-accepted roads, or within valid right-of-entry to private property.
36. The OOC shall apply only to work performed by the employees of the Department of Public Works (DPW) and contractors hired by the DPW or the town.
37. The Commission and its agents shall have the right to enter and inspect the work at any time for compliance with the NOI and the OOC.
38. All construction areas shall be restored to the original or an improved condition upon the completion of the project. All work shall be performed so as to minimize the disturbance of existing vegetation and topography.
39. All erosion and sediment controls shall be maintained until disturbed areas are stabilized. Once these areas are stabilized, the Commission shall inspect and approve the removal of erosion and sediment controls.
40. If any alteration of protected wetland resource areas occurs beyond those authorized under this OOC, the Commission shall impose such measures it finds necessary to protect and restore those areas.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

a. Street Address _____ b. City/Town, Zip _____
c. Check number _____ d. Fee amount _____

2. Person or party making request (if appropriate, name the citizen group's representative):

Name _____
Mailing Address _____
City/Town _____ State _____ Zip Code _____
Phone Number _____ Fax Number (if applicable) _____

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name _____
Mailing Address _____
City/Town _____ State _____ Zip Code _____
Phone Number _____ Fax Number (if applicable) _____

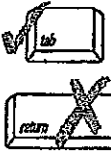
4. DEP File Number: _____

B. Instructions

1. When the Departmental action request is for (check one):

- ☐ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
☐ Superseding Determination of Applicability – Fee: \$120
☐ Superseding Order of Resource Area Delineation – Fee: \$120

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number: _____

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Table of Contents

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Attachment 1

- Sandisfield Limit of Work (LOW) Maps, prepared by Stockman Associates LLC
April 2015 (Figures 1.1-1.9)

Attachment 2

- Sandisfield USGS Topographic Maps, prepared by Stockman Associates LLC
April 2015 (Figures 2.1-2.22)

Attachment 3

- SPECIFIC WORK IN MA NHESP ESTIMATED HABITAT OF RARE WILDLIFE (EH) &
PRIORITY HABITAT OF RARE SPECIES (PH)
- Sandisfield MA NHESP Maps, prepared by Stockman Associates LLC April 2015
(Figures 3.1-3.6)

Attachment 4

- OPERATION AND MAINTENANCE PLAN AND RESPONSIBLE PARTIES

Attachment 5

- Notification to Abutters



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 3 – Notice of Intent
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number

Sandisfield

City/Town

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

A. General Information

1. Project Location (**Note:** electronic filers will click on button to locate project site):

DPW

a. Street Address

Sandisfield

b. City/Town

01255

c. Zip Code

Latitude and Longitude:

Various

d. Latitude

Various

e. Longitude

N/A

N/A

f. Assessors Map/Plat Number

g. Parcel /Lot Number

2. Applicant:

Stephan

a. First Name

Harasyko

b. Last Name

Sandisfield Department of Public Works

c. Organization

P.O. Box 90

d. Street Address

Sandisfield

e. City/Town

MA

f. State

01255

g. Zip Code

413-258-4979

h. Phone Number

i. Fax Number

j. Email Address

3. Property owner (required if different from applicant):

☐ Check if more than one owner

a. First Name

Town of Sandisfield

b. Last Name

c. Organization

66 Sandisfield Road

d. Street Address

Sandisfield

e. City/Town

MA

f. State

01255

g. Zip Code

66 Sandisfield

Road

i. Fax Number

j. Email address

4. Representative (if any):

Emily

a. First Name

Stockman

b. Last Name

Stockman Associates LLC

c. Company

107 West Street

d. Street Address

Plainfield

e. City/Town

MA

f. State

01070

g. Zip Code

413-743-1372

h. Phone Number

413-743-1372

i. Fax Number

emily@stockmanassociates.com

j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

Exempt- Municipal Project

a. Total Fee Paid

b. State Fee Paid

c. City/Town Fee Paid



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A. General Information (continued)

6. General Project Description:

Maintenance and repair of town roads. Please see attached narrative for details.

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- | | |
|---|---|
| 1. <input type="checkbox"/> Single Family Home | 2. <input type="checkbox"/> Residential Subdivision |
| 3. <input type="checkbox"/> Commercial/Industrial | 4. <input type="checkbox"/> Dock/Pier |
| 5. <input type="checkbox"/> Utilities | 6. <input type="checkbox"/> Coastal engineering Structure |
| 7. <input type="checkbox"/> Agriculture (e.g., cranberries, forestry) | 8. <input checked="" type="checkbox"/> Transportation |
| 9. <input checked="" type="checkbox"/> Other | |

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

1. ☒ Yes ☐ No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

10.53(3)(f); 10.53(3)(i); 10.53(3)(k); 10.53(3)(l); 10.53(4)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR 10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

N/A

a. County

b. Certificate # (if registered land)

c. Book

d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

1. ☐ Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
2. ☒ Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input checked="" type="checkbox"/> Bank	Temporary Impacts 1. linear feet	Temporary Impacts 2. linear feet
b. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	Temporary Impacts 1. square feet	Temporary Impacts 2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	None 1. square feet 3. cubic yards dredged	2. square feet

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	Temporary Impacts 1. square feet None 3. cubic feet of flood storage lost	Temporary Impacts 2. square feet 4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	None 1. square feet 2. cubic feet of flood storage lost	3. cubic feet replaced
f. <input checked="" type="checkbox"/> Riverfront Area	Various Rivers 1. Name of Waterway (if available)	

2. Width of Riverfront Area (check one):

- ☐ 25 ft. - Designated Densely Developed Areas only
- ☐ 100 ft. - New agricultural projects only
- ☒ 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project:

N/A
square feet

4. Proposed alteration of the Riverfront Area:

Temporary Impacts	Temporary Impacts	Temporary Impacts
a. total square feet	b. square feet within 100 ft.	c. square feet between 100 ft. and 200 ft.

5. Has an alternatives analysis been done and is it attached to this NOI? ☐ Yes ☒ No

6. Was the lot where the activity is proposed created prior to August 1, 1996? ☒ Yes ☐ No

3. ☐ Coastal Resource Areas: (See 310 CMR 10.25-10.35)



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
Include your
document
transaction
number
(provided on your
receipt page)
with all
supplementary
information you
submit to the
Department.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input type="checkbox"/> Land Under the Ocean	1. square feet 2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	1. square feet	2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	1. square feet	2. cubic yards dune nourishment
f. <input type="checkbox"/> Coastal Banks	1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	1. square feet	
h. <input type="checkbox"/> Salt Marshes	1. square feet	2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	1. square feet 2. cubic yards dredged	
j. <input type="checkbox"/> Land Containing Shellfish	1. square feet	
k. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above 1. cubic yards dredged	
l. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	1. square feet	

4. ☐ Restoration/Enhancement

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.

a. square feet of BWV

b. square feet of Salt Marsh

5. ☐ Project Involves Stream Crossings

a. number of new stream crossings

b. number of replacement stream crossings



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C. Other Applicable Standards and Requirements

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Notice of Intent – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

- a. ☒ Yes ☐ No **If yes, include proof of mailing or hand delivery of NOI to:**

Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581

2008

b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.1.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

- c. Submit Supplemental Information for Endangered Species Review*

1. ☐ Percentage/acreage of property to be altered:

(a) within wetland Resource Area

percentage/acreage

(b) outside Resource Area

percentage/acreage

2. ☐ Assessor's Map or right-of-way plan of site

2. ☐ Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **

(a) ☐ Project description (including description of impacts outside of wetland resource area & buffer zone)

(b) ☐ Photographs representative of the site

* Some projects not in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <http://www.mass.gov/eea/agencies/dfg/dtw/natural-heritage/regulatory-review/>). Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



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C. Other Applicable Standards and Requirements (cont'd)

- (c) ☐ MESA filing fee (fee information available at http://www.mass.gov/dfiwele/dfiw/nhesp/regulatory_review/ mesa/ mesa_fee_schedule.htm).
Make check payable to "Commonwealth of Massachusetts - NHESP" and **mail to NHESP** at above address

Projects altering 10 or more acres of land, also submit:

- (d) ☐ Vegetation cover type map of site
(e) ☐ Project plans showing Priority & Estimated Habitat boundaries

(f) OR Check One of the Following

1. ☒ Project is exempt from MESA review.
Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, http://www.mass.gov/dfiwele/dfiw/nhesp/regulatory_review/ mesa/ mesa_exemptions.htm; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)

2. ☐ Separate MESA review ongoing. a. NHESP Tracking # b. Date submitted to NHESP

3. ☐ Separate MESA review completed.
Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.

3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?

- a. ☒ Not applicable – project is in inland resource area only b. ☐ Yes ☐ No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

Division of Marine Fisheries -
Southeast Marine Fisheries Station
Attn: Environmental Reviewer
1213 Purchase Street – 3rd Floor
New Bedford, MA 02740-6694
Email: DMF_EnvReview.South@state.ma.us

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -
North Shore Office
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930
Email: DMF_EnvReview.North@state.ma.us

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP's Boston Office. For coastal towns in the Southeast Region, please contact MassDEP's Southeast Regional Office.



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C. Other Applicable Standards and Requirements (cont'd)

Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
a. ☐ Yes ☒ No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
- b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
a. ☐ Yes ☒ No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
a. ☐ Yes ☒ No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
a. ☐ Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
1. ☐ Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
2. ☐ A portion of the site constitutes redevelopment
3. ☐ Proprietary BMPs are included in the Stormwater Management System.
b. ☒ No. Check why the project is exempt:
1. ☐ Single-family house
2. ☐ Emergency road repair
3. ☐ Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

D. Additional Information

- ☐ This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. ☒ USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. ☒ Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



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D. Additional Information (cont'd)

3. ☐ Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. ☒ List the titles and dates for all plans and other materials submitted with this NOI.

Sandisfield Limit of Work (LOW) Maps (Figures 1.1-1.9)

a. Plan Title

Stockman Associates LLC

b. Prepared By

April 2015

d. Final Revision Date

Please see Table of Contents for complete list

f. Additional Plan or Document Title

c. Signed and Stamped by

e. Scale

g. Date

5. ☐ If there is more than one property owner, please attach a list of these property owners not listed on this form.
6. ☒ Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
7. ☐ Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
8. ☐ Attach NOI Wetland Fee Transmittal Form
9. ☐ Attach Stormwater Report, if needed.

E. Fees

1. ☒ Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

FEE EXEMPT

2. Municipal Check Number

FEE EXEMPT

4. State Check Number

6. Payor name on check: First Name

3. Check date

5. Check date

7. Payor name on check: Last Name



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F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

Valarian Haraszyko aka *Stephan Haraszyko*
1. Signature of Applicant

4/7/15
2. Date

3. Signature of Property Owner (if different)

4/7/15
4. Date

5. Signature of Representative (if any)

6. Date

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



BUNDLED NOTICE OF INTENT

Town of Sandisfield
Department of Public Works

Introduction

Sandisfield, MA is a rural town located within the southeast corner of Berkshire County. The town has a total area of 53.0 square miles of which approximately 2.3% is open water. The town contains a number of valuable resource areas including Sandisfield State Forest, the Farmington and Clam Rivers, Upper Spectacle Pond, West Lake and Yanner Park. The northwest portion of town contains a portion of the Public Water Supply Contributor, which spans Otis, Monterey and Sandisfield. Numerous perennial and intermittent streams flow within the landscape several of which provide Cold Water Fisheries Habitat. According to the Massachusetts Natural Heritage Endangered Species Program (MA NHESP) database there are twenty (20) state-listed-species mapped within Sandisfield including birds, fish, mussels, amphibians, vascular plants and dragonflies.

Resource Areas To Be Impacted

No work within Land under Waterbodies and Waterways is proposed within the following scope. The listed maintenance projects will be performed only within the 100-foot Buffer Zone, Land Subject to Flooding (Bordering and Isolated), and Riverfront Area. Very limited maintenance work may be performed within Bank and Bordering Vegetated Wetlands (BVW), as described below.

Bank

As stated in 310 CMR 10.54(2) (a), is ***"the portion of the land surface, which normally abuts and confines a water body. It occurs between a water body and a vegetated bordering wetland and adjacent floodplain, or, in the absence of these, it occurs between a water body and an upland"***.

Banks of perennial streams shall include all channels depicted as perennial on the latest USGS topographic map or any channel that meets the watershed requirements for a perennial stream under 310CMR 10.58(2). Banks of intermittent streams shall include all channels depicted as intermittent on the latest USGS topographic map that have an associated BVW along the Banks or upgradient of the channel. Channels not depicted on the latest USGS map may be jurisdictional if the channel meets the stream definitions under 310 CMR 10.04.

While the enclosed maps include the latest USGS Topographic data, this overlay is not sufficient in determining the presence or absence of a jurisdictional streams. As such, the majority of the proposed maintenance projects require a site visit by the Sandisfield Conservation Commission to determine the extent and type of stream Bank (perennial,



intermittent, non-jurisdictional). In the event that a channel does not meet the criteria for a jurisdictional stream and is outside of all other resource areas and buffer zone, work may proceed and will not need to follow the Order of Conditions issued for this Notice of Intent.

Work within the Bank of perennial streams is limited to the planting or seeding of native species to aid in Bank stabilization.

Bordering Vegetated Wetlands (BVW)

As stated in 310 CMR 10.55 (2) (a), ***"Bordering Vegetated Wetlands are freshwater wetlands which border on creeks, rivers, streams, ponds and lakes. The types of freshwater wetlands are wet meadows, marshes, swamps and bogs. Bordering Vegetated Wetlands are areas where the soils are saturated and/or inundated such that they support a predominance of wetland indicator plants..."***

While the enclosed maps include the MA DEP Wetlands data, this overlay is not sufficient in determining the presence or absence of a jurisdictional BVW. As such, the majority of the proposed maintenance projects require a site visit by the Sandisfield Conservation Commission to determine the extent of BVW.

No work shall be performed in any BVW other than **temporary impacts** associated with the following project types: the maintenance of water quality swales and ditches (Project Type C.); the maintenance and repair of turnouts, settling pools and catch basins (Project Type D.); the maintenance and repair of riprap channels, rock aprons, splash pads and plunge pools (Project Type E.); the installation of temporary or permanent erosion controls (Project Type G.); the cleaning and replacement of existing culverts associated with drainage ditches (Project Type J.); the cutting of vegetation along Town roads, which have been historically cut (Project Type L.); the repairing of stonewalls (Project Type M.)

Land under Water Bodies and Waterways

As stated in 310 CMR 10.56(2)(a), ***"Land under Water Bodies and Waterways is the land beneath any creek, river, stream, pond or lake. Said land may be composed of organic muck or peat, fine sediments, rocks or bedrock."***

No work shall be performed within LUWW. In the case of intermittent streams, LUW is a single line that is infinitely small.

Land Subject to Flooding (LSF)

As stated in 310 CMR 10.57(2)(a)1., ***"Bordering Land Subject to Flooding is an area with low, flat topography adjacent to and inundated by flood waters rising from creeks, rivers, streams, ponds or lakes. It extends from the banks of these waterways and water bodies; where a bordering vegetated wetland occurs, it extends from said wetland."***

As stated in 310 CMR 10.57 (2)(b)1., ***"Isolated Land Subject to Flooding is an isolated depression or closed basin without an inlet or an outlet. It is an area which at least once***



a year confines standing water to a volume of at least ¼ acre-feet and to an average depth of at least six inches."

Bordering Land Subject to Flooding shall be areas shown on the attached figures as FEMA 100 Year Floodplain. Any unmapped BLSF and Isolated Land Subject to Flooding shall be identified prior to the issuance of an Order of Conditions and shall be clearly depicted on updated maps. Updated maps shall be submitted to the Conservation Commission, MA DEP, and MA NHESP.

Riverfront Area

As stated in 310 CMR 10.58 (2) (a), ***"A Riverfront Area is the area of land between a river's mean annual high water line and a parallel line measured horizontally. The riverfront area may include or overlap other resource areas or their buffer zones. The Riverfront Area does not have a buffer zone."*** In this case, the parallel line is located 200-feet away from the Mean Annual High Water Line (MAHWL).

Banks of perennial streams shall include all channels depicted as perennial on the latest USGS topographic map or any channel that meets the watershed requirements for a perennial stream under 310CMR 10.58(2).

Estimated Habitats of Rare Wildlife (for inland wetlands)

As stated in 310 CMR 10.59 the extent (or boundary) of Estimated Habitat for Rare Wildlife shall be determined by the Estimated Habitat Map of State-Listed Rare Wetlands Wildlife (if any) published by the Natural Heritage and Endangered Species Program.

The enclosed maps depicted the most recent MA NHESP mapping (2008).

Proposed Scope of Maintenance Work

The following describes routine road maintenance that may occur within specific wetland resource areas and buffer zones, namely, Bordering Land Subject to Flooding, Isolated Land Subject to Flooding, Riverfront Area, Bank (limited certain activities, time of year restrictions, and MA PGP SVN requirements) and Buffer Zone to Bank and BVW. Portions of the proposed maintenance and repairs are located within MA NHESP mapped Estimated Habitats for Rare Wildlife and Priority Habitats for Rare Species.

- A. Road surface grading and resurfacing. This may include changing a road surface (i.e. gravel to pavement or stone and oil).
- B. Road surface repairs such as the filling of potholes.
- C. Maintenance of water quality swales and ditches. Note swales and ditches to be maintained shall be listed and reviewed by the Sandisfield Conservation Commission to ensure that they do not meet the definition of a jurisdictional stream or a bordering vegetated wetland under 310 CMR 10.00.
- D. Maintenance and repair of turnouts, settling pools and catch basins. Maintenance includes cleaning and replacing structure or stone.
- E. Maintenance of existing and lawfully constructed stormwater management structures (i.e. detention basins, infiltration basins, trenches, etc.).
- F. Maintenance and repair of riprap channels, rock aprons, splash pads and plunge pools. For maintenance located within an intermittent stream channel work must be done during no-flow conditions from July 1st through September 30th (in compliance with the MA PGP time of year restriction).
- G. The installation of temporary or permanent erosion controls associated with maintenance of stormwater structures, ditches, swales, turnouts, settling pools.
- H. The planting or seeding of native species for the purpose of establishing a filter strip or stabilizing soils.
- I. The planting or seeding of native species to aid in Bank stabilization (either perennial or intermittent).
- J. Cleaning and replacement of existing culverts associated with drainage ditches.
- K. Cleaning of existing culverts associated with intermittent stream.
- L. Pruning and mowing of vegetation along existing roadways.
- M. Stone wall repair
- N. Grading of slopes related to maintenance. No grading of Bank.

Exclusions

No new construction is permitted under the following scope. New construction projects should be reviewed individually and not as part of this Bundled NOI. It may be possible to bundle specific new construction projects under another Notice of Intent. Examples of new construction include, but are not limited to, new roads, new ditches, new turnouts, new level spreaders, new and replacement culverts associated with both intermittent and perennial streams, any conversion of vegetation ditches or swales to stone or pavement, culvert endwall repair and replacement associated with perennial streams, etc.



Detailed Maintenance Descriptions & Sequence of Work

Road Surface Grading, Paving and Repairs (A. and B.)- The grading of existing dirt roads shall be performed up to 3 times per year. The Sandisfield Conservation Commission shall be notified prior to the commencement of grading on any road for the first time. Prior to the first grading of each road the Sandisfield Conservation Commission or their agent shall review the location of associated turnouts and settling ponds with the DPW to determine whether relocation is necessary to protected jurisdiction resource areas and feasible. The Commission and DPW shall also review any mitigation measures to be taken by the DPW to restore any previously impacted resource areas. All relocation and mitigation measures shall be summarized in writing for the record. Once an initial review has been completed for each road, subsequent grading will not require notification. Once the initial review has been completed, no future changes to turnouts and settling pool can be made unless written approval is issued by the Commission. Prior to the commencement of work erosion controls (haybales, silt fence, and/or straw wattles) shall be installed between work areas and nearby BVW and streams. A road grader will be used to create roadside ditches, crowns, and to remove potholes. When necessary, additional gravel may be applied. In sections requiring only minimal grading a rake may be used. Road edging may be performed periodically to remove built up sands from along the edge of the road. Sands and debris shall be trucked off and disposed of in an appropriate location (Such as DPW yard outside of resource area).

Minor repairs to paved roads (i.e. potholes) do not require advanced notice to the Commission. The Commission shall be notified in writing at least 2 weeks prior to any resurfacing. Resurfacing involves the pavement milling and resurfacing. Milling is typically performed to a depth of 2-4 inches and then resurfaced with an equal depth of hot mix asphalt. All excessive materials shall be removed within 48 hours or properly stockpiled and secured. Prior to the commencement of work, a site visit shall be made with the Commission to determine the placement of erosion controls. Erosion controls (haybales, silt fence, and/or straw wattles) shall be installed in locations determined by the Commission to be necessary to protect BVW and streams. No expansion of the existing road surface shall occur within resource areas and buffer zones. Once work is completed disturbed areas within Riverfront Area, Land Subject to Flooding and Buffer Zone shall be seeded with a conservation mix and mulched with straw.

The Commission shall be notified in writing at least 2 weeks prior to any paving. Prior to the commencement of work, a site visit shall be made with the Commission to determine the placement of erosion controls. Erosion controls (haybales, silt fence, and/or straw wattles) shall be installed in locations determined by the Commission to be necessary to protect BVW and streams. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized. To prepare the road for paving grading shall be performed as previously described. Once the road has been graded, the surface shall be rolled to compact soils no sooner than one day before paving. Paving will be done by the application of oil-stone or a bituminous concrete surface.

Maintenance of Stormwater Structures, Drainage Ditches, Turnouts, Settling Pools and Catch Basins (C., D., E.)



As previously described, the Sandisfield Conservation Commission shall be notified prior to the commencement of grading on any road for the first time. Prior to the first grading of each road the Sandisfield Conservation Commission or their agent shall review the location of associated turnouts and settling ponds with the DPW to determine whether relocation is necessary to protected jurisdiction resource areas and feasible. The Commission and DPW shall also review any mitigation measures to be taken by the DPW to restore any previously impacted resource areas. All relocation and mitigation measures shall be summarized in writing for the record.

Periodically during the year drainage ditches, turnouts and settling pools will be cleaned out using a front-end loader or backhoe. Removed material shall be loaded onto a truck and disposed of properly. Any relocating of turnouts or excavating of settling pools shall be performed during no flow conditions. Catch basins are typically cleaned via a rented vacuum truck, which cleans out the sumps of the basins and properly and legally disposes the debris.

In the event that a catch basin associated with a drainage ditch requires replacement work shall be performed during no flow conditions with no forecasted rains within 48 hours. The Commission shall be notified in writing at least two weeks prior to any catch basin replacement. Prior to the commencement of work erosion controls shall be installed and approved by the Commission. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized. Replacement catch basins shall have hoods and deep sumps where site conditions allow.

Maintenance and repair of riprap channels, rock aprons, splash pads and plunge pools
(F.)

Work associated with drainage and storm water shall be performed during no flow conditions with no forecasted rains within 48 hours. Maintenance is limited to the cleaning, repair and replacement of structures with no change to footprint. For maintenance located within or along an intermittent stream channel work must be done during no-flow conditions from July 1st through September 30th (in compliance with the MA PGP time of year restriction). The Commission shall be notified in writing at least 2 weeks prior to any maintenance associated with an intermittent stream channel. Prior to the commencement of work erosion controls shall be installed and approved by the Commission. Strawbales shall be used within or adjacent to intermittent streams. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized. No work within perennial streams is permitted.

Installation of Temporary or Permanent Erosion Controls Associated with Maintenance of Stormwater Structures, Drainage Ditches, Turnouts, Settling Pools and Catch Basins
(G.)

The installation of temporary erosion controls (haybales, straw bales silt fence, straw wattles, erosion control blankets, etc.) shall be reviewed and approved by the Commission. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized.



The Commission shall be notified in writing at least two weeks prior to the installation of permanent erosion controls (i.e. stone check dams). A site visit shall be made by the Commission to review the area and proposed permanent erosion controls.

The Planting or Seeding of Native Plants (H. and I.)

A native conservation seed mix shall be used when seeding and mulching to create a filter strip, to stabilize soils, and to stabilize Bank. In some instances, the planting of woody species may better serve for stabilization and wildlife habitat. A plant and seed mix list shall be provided to the Commission for approval prior to the commencement of work. The written list shall include sources. Once the list has been approved by the Commission, no additional notification shall be required unless changes are to be made in either species type or source.

The Commission shall be notified in writing at least two weeks prior to seeding or planting for stabilization along Bank. A site visit shall be made by the Commission to review the area and proposed stabilization. No work shall take place within LUW. Hand work associated with planting and stabilization work may take place along Bank associated with waterbodies and waterways (both intermittent and perennial).

Cleaning and Replacement of Existing Culverts Associated with Drainage Ditches (J.)

The Commission shall be notified in writing at least two weeks prior to work. A site visit shall be made by the Commission to review the area and confirm that work is limited to a drainage ditch. Once the initial site visit has been made subsequent cleaning shall not require notification and site inspection by the Commission. Prior to the commencement of work erosion controls (haybales, silt fence, and/or straw wattles) shall be installed. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized. Cleaning and/or replacement shall be performed during no flow conditions with no forecasted rains within 48 hours. Culvert cleaning is typically performed by hand. Inlets and outlets are visually inspected and any debris is removed with hand shovels. Removed materials shall be placed outside of streams and wetlands and may be loaded onto a truck and disposed of properly.

Replacement culverts associated with drainage ditches shall be of the same size, or resized under the discretion of the Commission should an increase in size improve storm water quality.

Cleaning of Existing Culverts associated with Intermittent Streams (K.)

Work is limited to cleaning. Replacement of any culverts associated with streams (either intermittent or perennial) will require the filing of a separate Notice of Intent with the Commission and the demonstration that the replacement structure meets the stream crossing standards. If a replacement structure cannot comply with the stream crossing standard it must meet the standards to the maximum amount feasible, comply with 310CMR 10.54(4) and an Army Corps of Engineers (ACOE) permit must be obtained. The Commission shall be notified in writing at least two weeks prior to work. Prior to the commencement of work erosion controls (haybales, silt fence, and/or straw wattles) shall be installed and approved by the Commission. Erosion controls shall



remain in place until work is complete and as disturbed areas have been stabilized. Culvert cleaning shall take place during no-flow conditions from July 1st through September 30th (in compliance with the MA PGP time of year restriction). Culvert cleaning is typically performed by hand. Inlets and outlets are visually inspected and any debris is removed with hand shovels. Removed materials shall be placed outside of streams and wetlands and may be loaded onto a truck and disposed of properly.

Pruning and Mowing of Vegetation along Existing Roadways (L.) Work is limited to areas that have been historically cut along Town roads. Several techniques may be used to mowed grass and cut woody vegetation including, hand mower, tractor mounted rotary of sickle mower, weed-wacker, and chainsaw. No living trees greater than 4-inches in DBH will be removed unless written permission is provided by the Tree Warden and Conservation Commission. Once cut woody vegetation shall be chipped and loaded onto a truck for proper disposal. In non-residential areas, wood chips may be left on the edge of the road outside of resource areas and buffer zones. The historic width of cutting varies from road to road, but will at no time be no more than 10-feet from the edge of the pavement or gravel/dirt roadway when cutting is within any resource area or buffer zone.

Stone Wall Repair (M)

Work is limited to historic stonewalls within the Town right-of-way or on Town lands. No new fill (including stones) is allowed within BVW or streams. Any repair within MA NHESP Priority Habitats for Rare Species and Estimated Habitats for Rare Wildlife will require a separate filing to ensure that repair work does not impede wildlife.

Grading of Slopes Related to Maintenance (N.)

Work is limited to the grading of surface soils for stabilization and improved storm water quality associated with drainage ditches, turnouts, settling pools, stormwater structures and existing road shoulders. No grading shall be performed in BVW or Bank. The Commission shall be notified in writing at least 2 weeks prior to any paving. Prior to the commencement of work, a site visit shall be made with the Commission to determine the placement of erosion controls. Erosion controls (haybales, silt fence, and/or straw wattles) shall be installed in locations determined by the Commission to be necessary to protect BVW and streams. Erosion controls shall remain in place until work is complete and as disturbed areas have been stabilized.

General Performance Standards Analysis

The majority of the proposed projects meet the criteria of a limited project under 310 CMR 10.53.

310 CMR 10.53(3)(f): ***"Maintenance and improvement of existing public roadways, but limited to widening less than a single lane, adding shoulders, correcting substandard intersections, and improving inadequate drainage systems."***

310 CMR 10.53(3)(i): ***"The maintenance, repair and improvement (but not substantial***



enlargement except when necessary to meet the Massachusetts Stream Crossing Standards) of structures, including dams and reservoirs and appurtenant works to such dams and reservoirs, buildings, piers, towers, headwalls, bridges, and culverts which existed on the effective date of 310 CMR 10.51 through 10.60 (April 1, 1983)."

310 CMR 10.53(3)(k)., "The routine maintenance and repair of road drainage structures including culverts and catch basins, drainage easements, ditches, watercourses and artificial water conveyances to insure flow capacities which existed on the effective date of 310 CMR 10.51 through 10.60 (April 1, 1983)".

310 CMR 10.53(3)(l)., "The construction, reconstruction, operation or maintenance of water dependent uses; provided, however that:

- 1. any portion of such work which alters a bordering vegetated wetland shall remain subject to the provisions of 310 CMR 10.55,**
- 2. such work in any other resource area(s) found to be significant to flood control or prevention of storm damage shall meet the performance standards for that interest(s), and**
- 3. adverse impacts from such work in any other resource area(s) shall be minimized regarding the other statutory interests for which that resource area(s) is found to be significant."**

310 CMR 10.53(4). "Ecological Restoration Limited Projects"

Bank

Maintenance and repair projects (D, F, and K) proposed within intermittent stream Banks meet the limited project status under 310 CMR 10.53(3)(f); 10.53(3)(i); 10.53(3)(k); 10.53(3)(l). Furthermore, impacts are temporary; work is limited to no flow conditions; and the installation of adequate erosion controls is required.

The planting or seeding of native species to aid in Bank stabilization (intermittent or perennial) is considered a limited project under 310 CMR 10.53(4).

BVW

No permanent impacts to BVW are proposed. Temporary work within BVW is limited to the maintenance of water quality swales and ditches (Project Type C.); the maintenance and repair of turnouts, settling pools and catch basins (Project Type D.); the maintenance and repair of riprap channels, rock aprons, splash pads and plunge pools (Project Type E.); the installation of temporary or permanent erosion controls (Project Type G.); the cleaning and replacement of existing culverts associated with drainage ditches (Project Type J.); the cutting of vegetation along Town roads, which have been historically cut (Project Type L.); the repairing of stone walls (Project Type M.), which meet the criteria of a limited project under 10.53(3)(f), (k), and (l).

In some cases, lawfully existing stormwater structures may be located within or adjacent to BVW. Proposed maintenance and repairs associated with this project shall not result in a permanent, fill, dredge, removal, or alteration of BVW. Prior to the commencement of work, the Conservation Commission shall review the site, the installed erosion controls



and any proposed temporary impacts to BVW. Impacts to BVW will be avoided whenever possible. At the completion of the work, temporarily disturbed areas within BVW shall be seeded with a native wetland seed mix and mulched with straw. In some cases, historic stonewalls may be located within or immediately adjacent to BVW. Any stonewall repair proposed under Project Type M. prohibits any new fill within BVW. Stones may be placed on top of an existing base layer of stones, but may not be placed on the ground surface of the BVW. No machinery may enter the BVW. In instances when the repairing of a stonewall increases the perviousness of the BVW and exposed soil, unstable soils shall be seeded with a native wetland seed mix and mulched with straw. The re-establishment of native vegetation within BVW may be considered a limited project under 10.53(4).

LUWW

No work is proposed within LUWW.

Land Subject to Flooding (Bordering and Isolated)

Maintenance and repair projects (A-H, J-N) proposed within Land Subject to Flooding meet the limited project status under 310 CMR 10.53(3)(f); 10.53(3)(i); 10.53(3)(k); 10.53(3)(l).

The planting or seeding of native species to aid in Bank stabilization is considered a limited project under 310 CMR 10.53(4).

Riverfront Area

Maintenance and repair projects (A-H, J-N) proposed within Riverfront Area meet the limited project status under 310 CMR 10.53(3)(f); 10.53(3)(i); 10.53(3)(k); 10.53(3)(l). Furthermore, the maintenance and repair projects are exempt from the Riverfront Area standards under 310 CMR 10.58 (6)(a), ***"Any excavation, structure, road, clearing, driveway, landscaping, utility line, rail line, airport owned by a political subdivision, marine cargo terminal owned by a political subdivision, bridge over two miles long, septic system, or parking lot within the riverfront area in existence on August 7, 1996. Maintenance of such structures or areas is allowed (including any activity which maintains a structure, roads (limited to repairs, resurfacing, repaving, but not enlargement), clearing, landscaping, etc. in its existing condition) without the filing of a Notice of Intent for work within the riverfront area, but not when such work is within other resource areas or their buffer zones except as provided in 310 CMR 10.58(6)(b). Changes in existing conditions which will remove, fill, dredge or alter the riverfront area are subject to 310 CMR 10.58, except that the replacement within the same footprint of structures destroyed by fire or other casualty is not subject to 310 CMR 10.58."***

The planting or seeding of native species to aid in Bank stabilization is considered a limited project under 310 CMR 10.53(4).



Estimated Habitat for Rare Wildlife

Some areas of routine road maintenance and repairs are located within MA NHESP Priority Habitats for Rare Species and Estimated Habitats for Rare Wildlife. Some activities meet MESA exemptions:

#7. repair, replacement or maintenance of existing, properly maintained stormwater detention basins or other stormwater management systems; and,

#12. the maintenance, repair or replacement, but not widening, of existing paved roads, shoulder repair that does not exceed four feet from an existing travel lane, paved and unpaved driveways and paved and unpaved parking areas, provided such unpaved driveways and unpaved parking areas are for year round use and are not thereafter paved, but not including bike paths, or parking areas on barrier beaches, coastal beaches, coastal dunes, or salt marshes, as defined by the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40 and 310 CMR 10.00), and not including actions that are likely to result in changes in storm water drainage.

A simultaneous submittal of this NOI shall be made to MA NHESP for review of Estimated Habitats for Rare Wildlife and non-exempt activities within Priority Habitats for Rare Species.

Stormwater Management

No new stormwater conveyances or outfalls are proposed under this bundled NOI. As stated in the MA DEP "Bundling" of Municipal Highway and Road Maintenance in a Single Notice of Intent, March 30, 2005, "Any maintenance project in which infrastructure is drained to one or more "point sources" within the jurisdiction of the Act is subject to Standard Number 7 of the Policy."

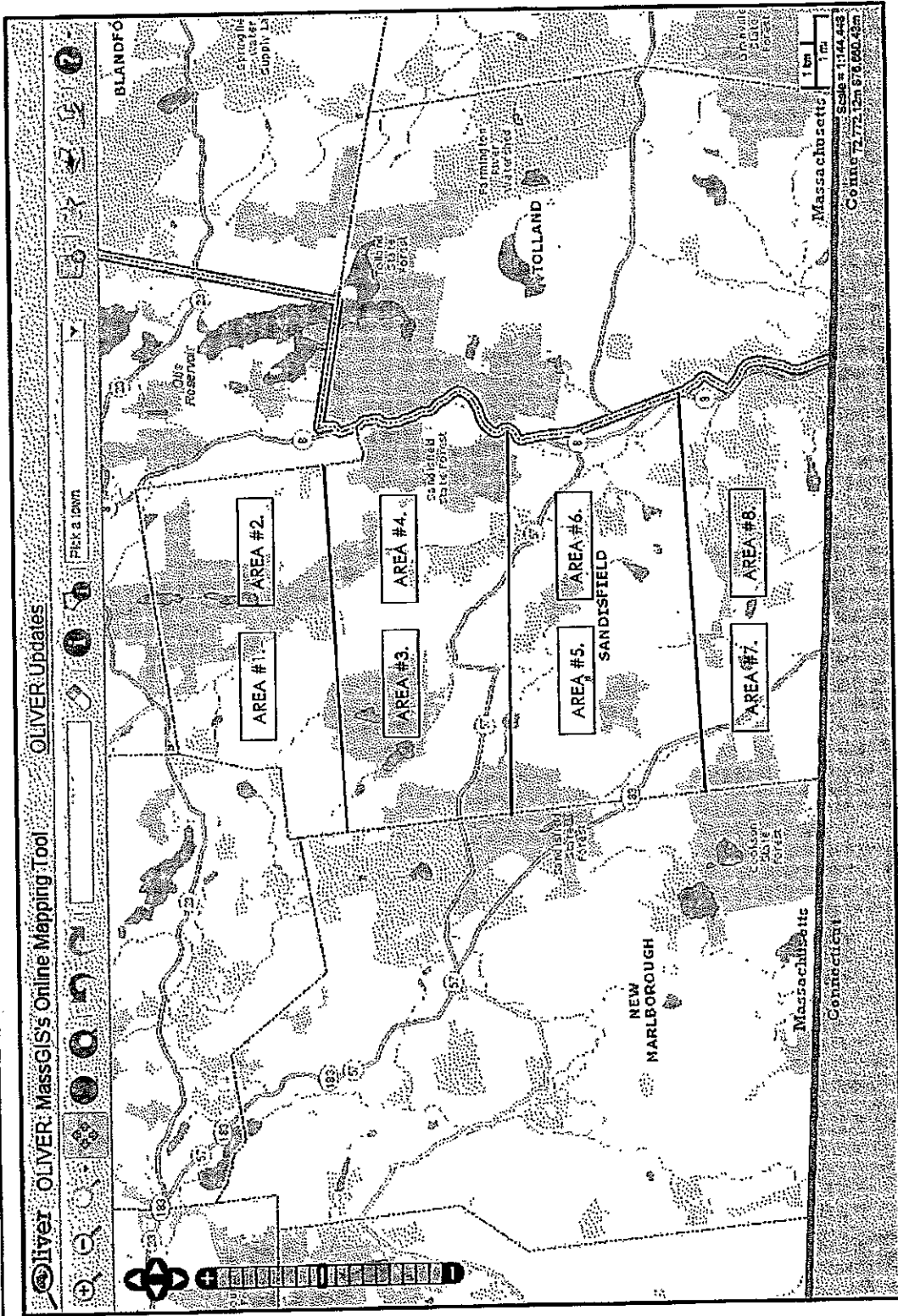


Figure 1.1. Sandisfield Limit of Work (LOW) Map Index

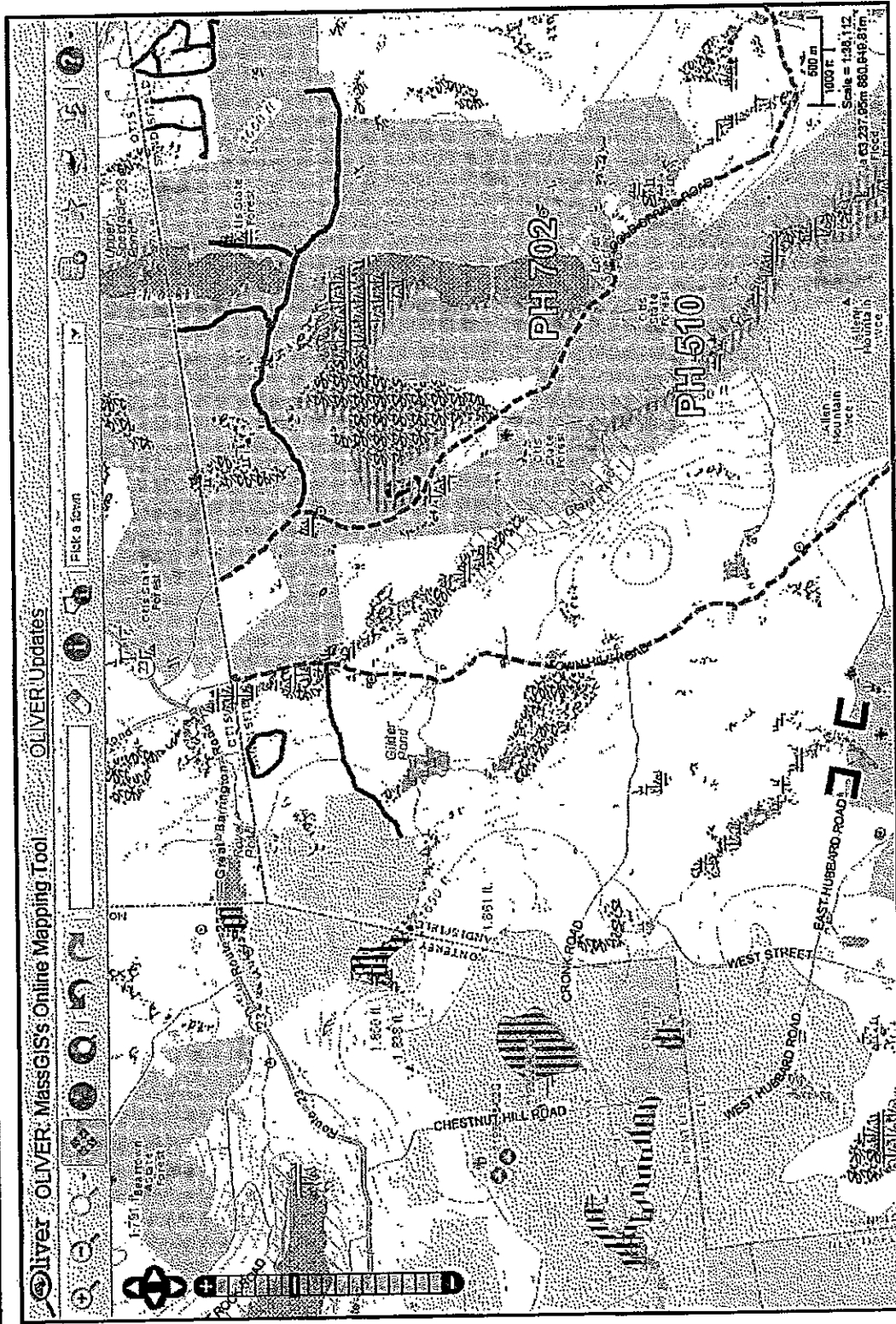
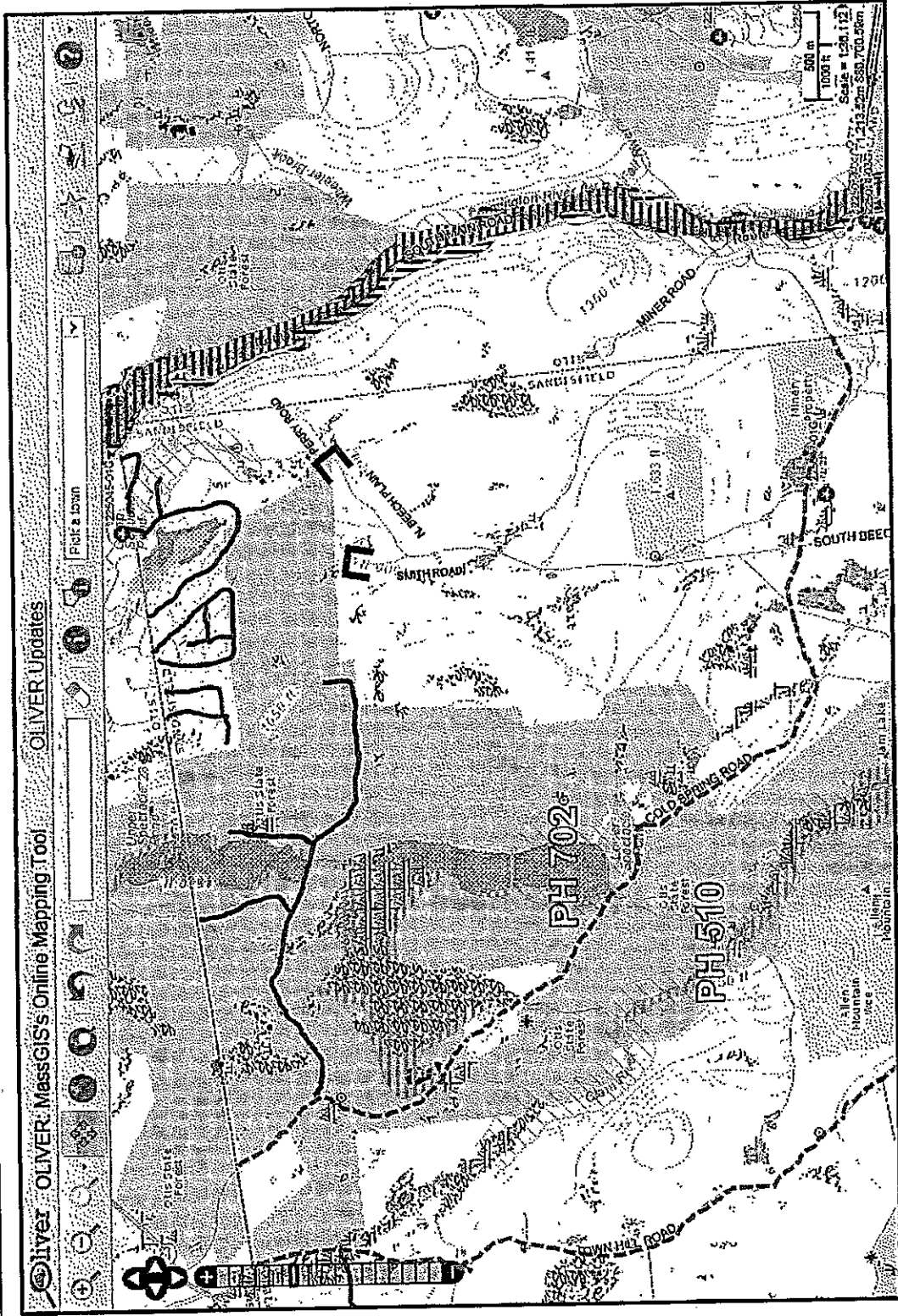


Figure 1.2. Town of Sandisfield LOW Map
Northwest (Area #1.)







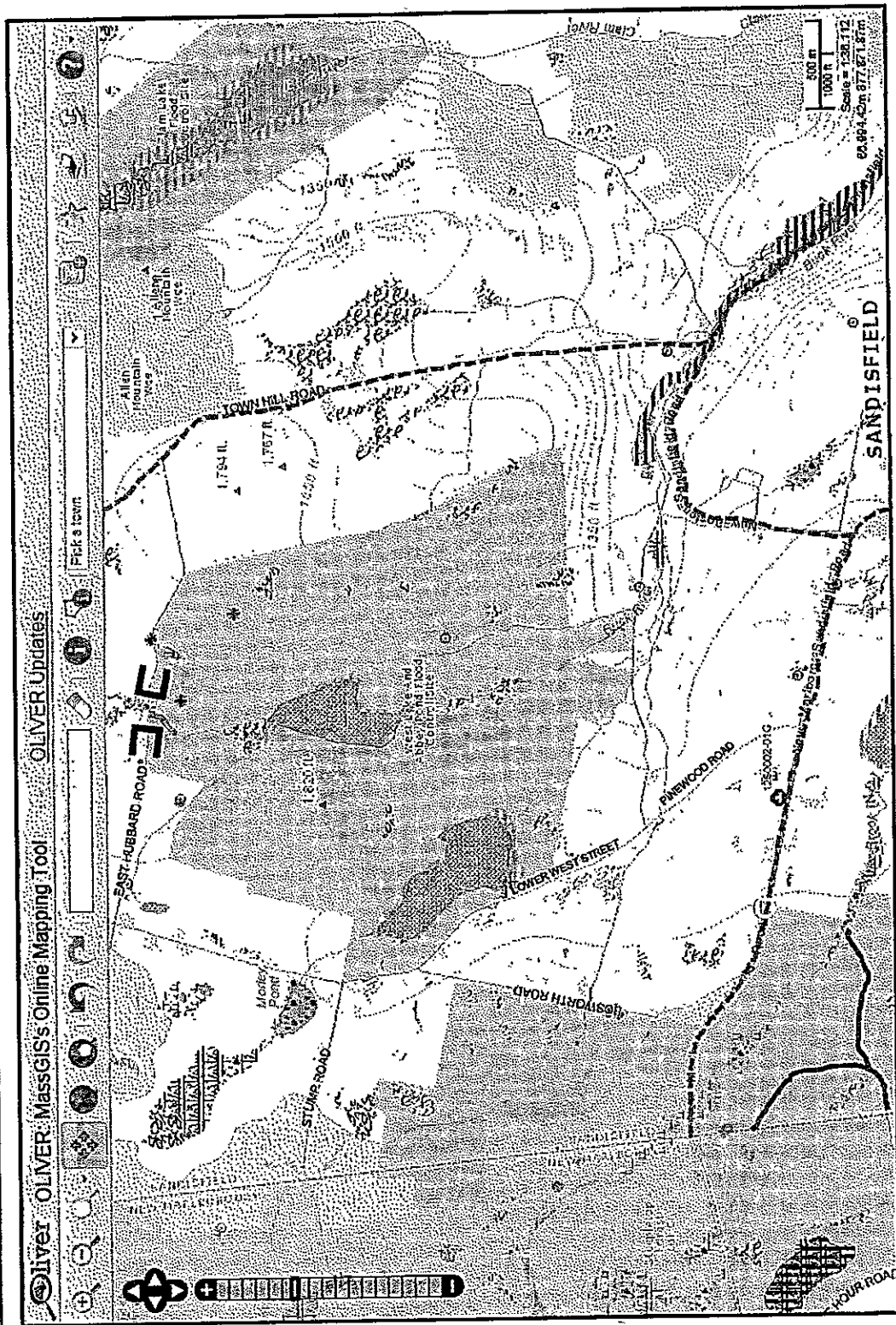
	MOWING ONLY
	END OF WORK
	NO WORK
	PAVED ROADS

Figure 1.3. Town of Sandisfield LOW Map
Northeast (Area #2.)



	MOWING ONLY
	END OF WORK
	NO WORK
	PAVED ROADS

Figure 1.4. Town of Sandisfield LOW Map
Centralwest (Area #3.)

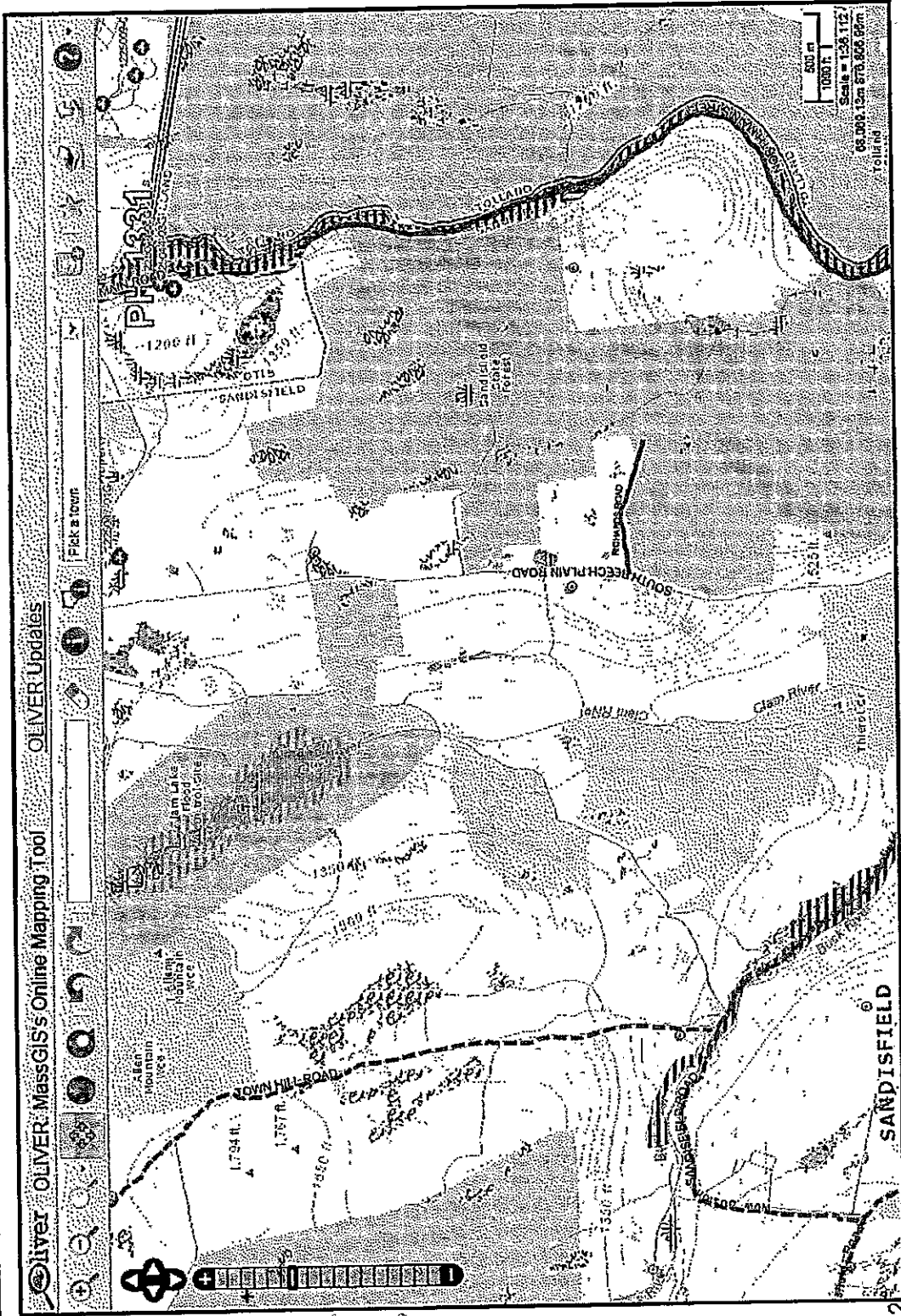


Figure 1.5. Town of Sandisfield LOW Map
Central-east (Area #4.)

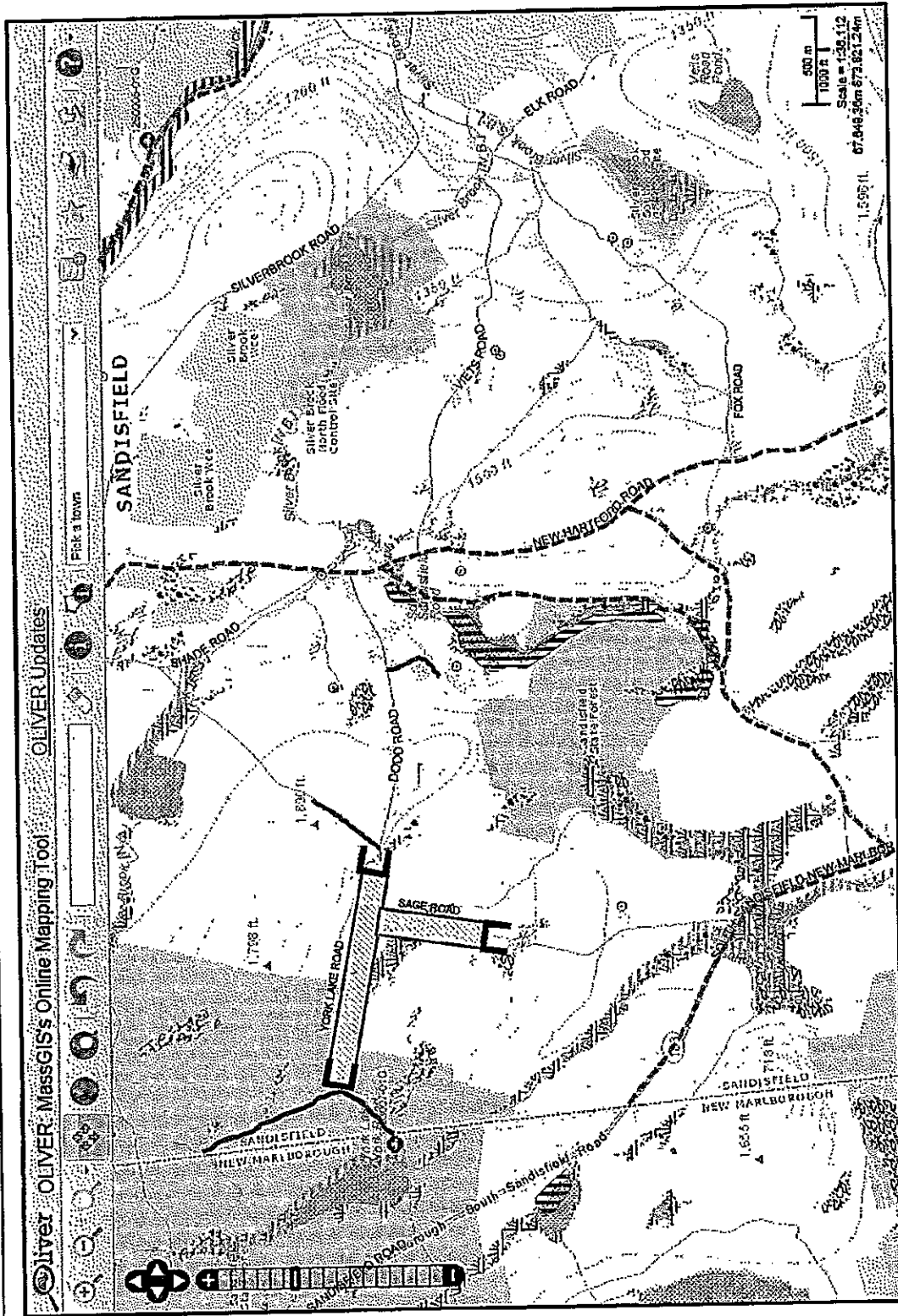
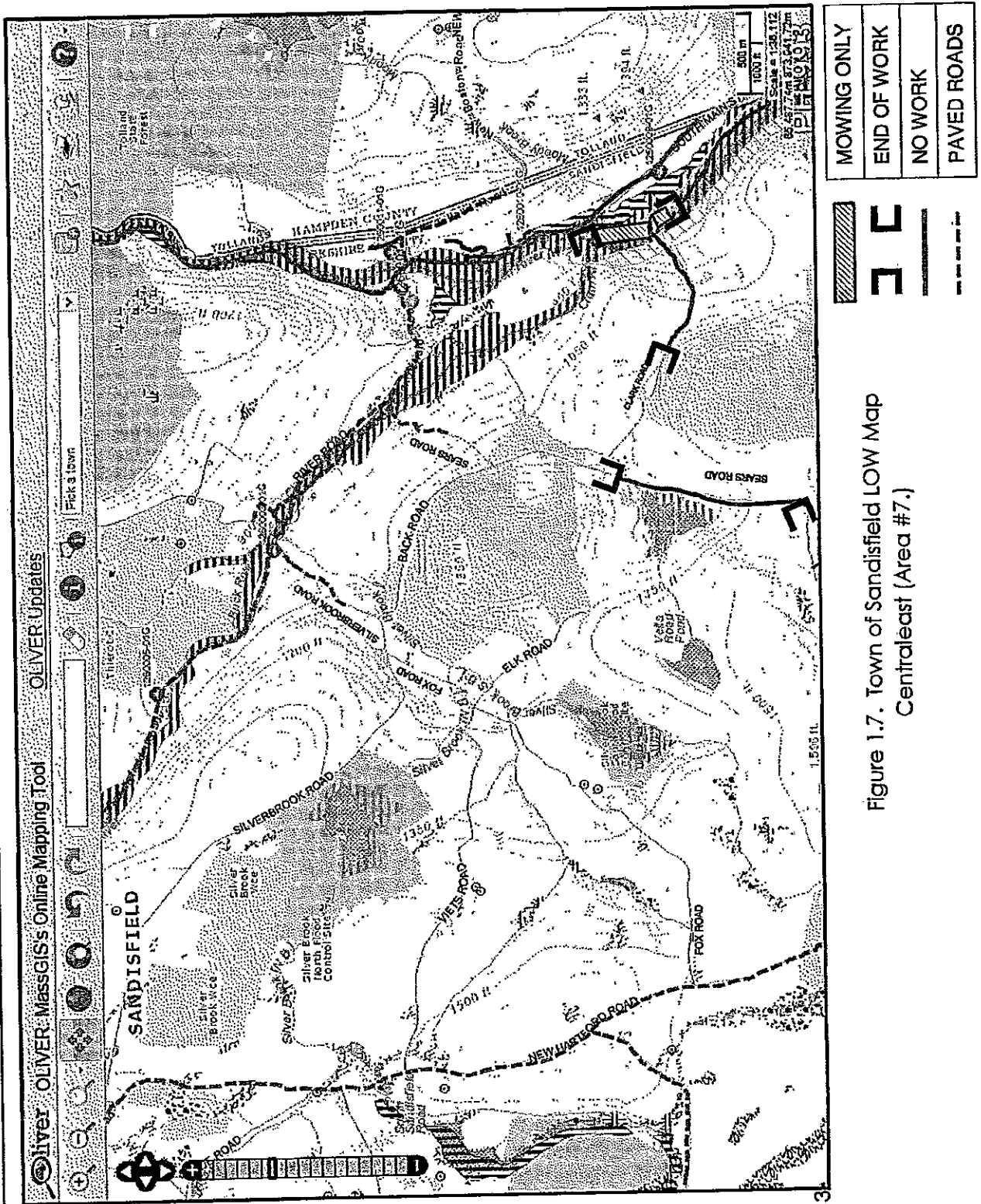


Figure 1.6. Town of Sandisfield LOW Map
Centralwest (Area #5.)

MOWING ONLY
END OF WORK
NO WORK
PAVED ROADS



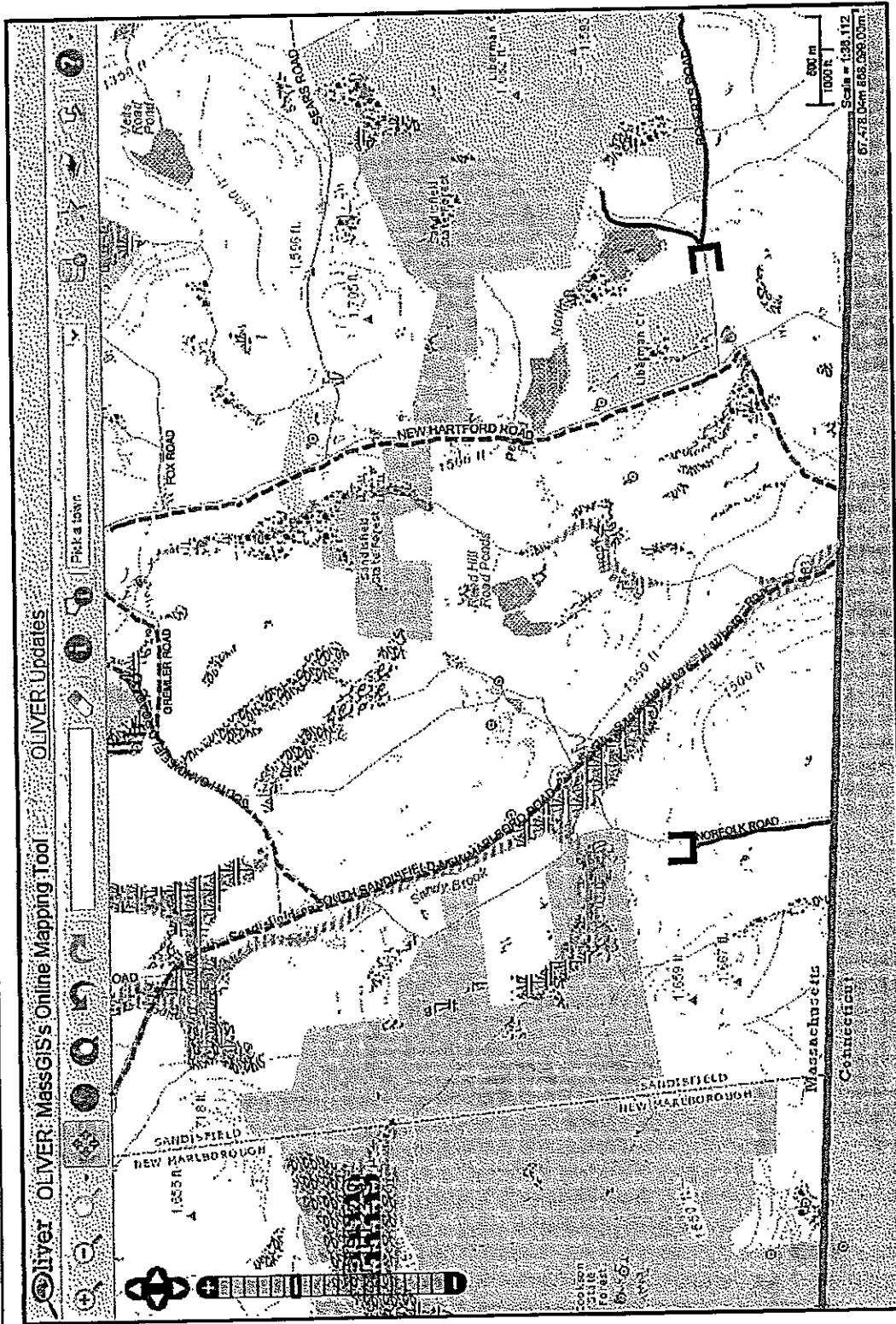
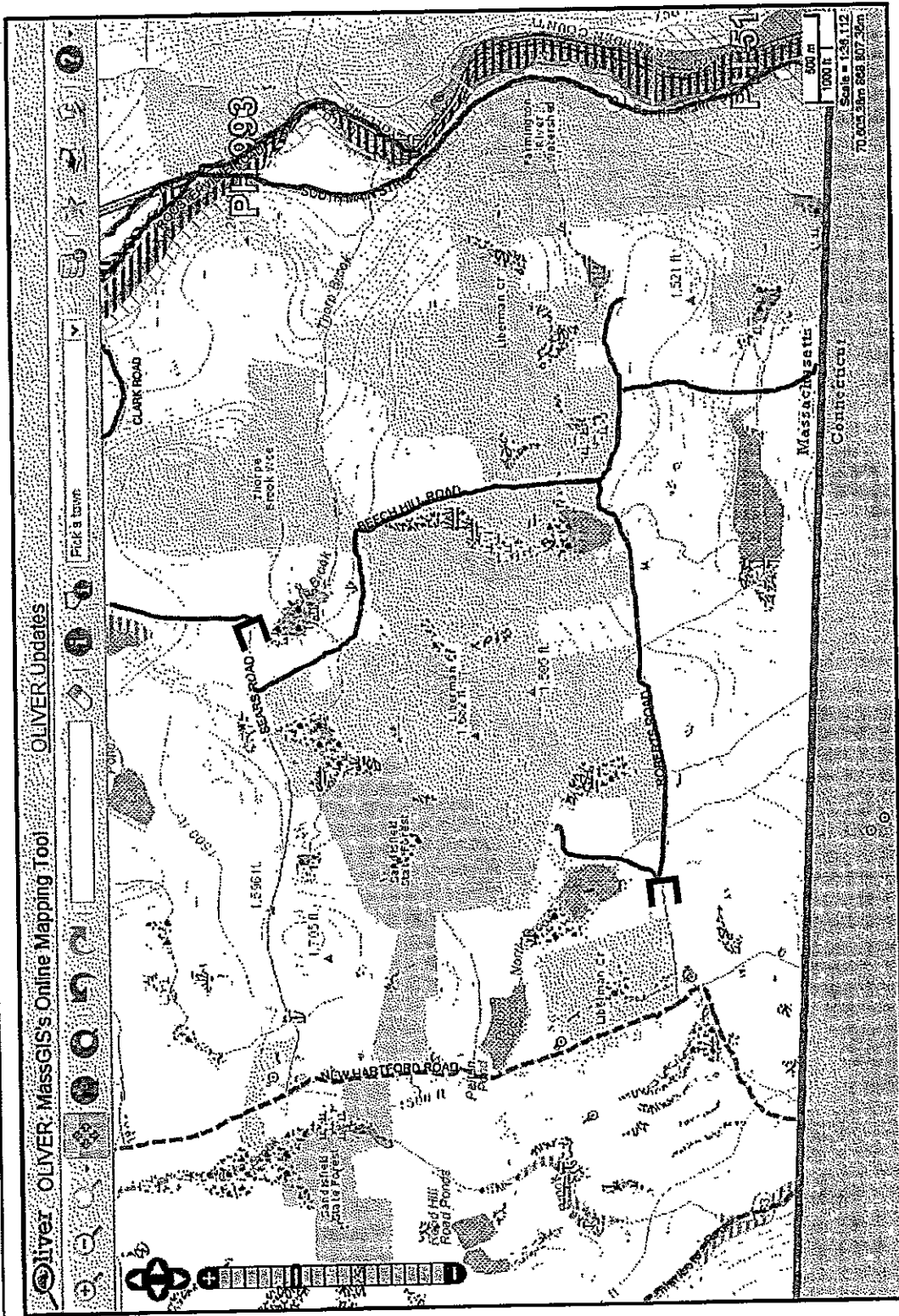
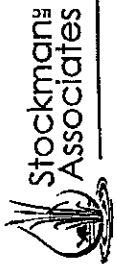


Figure 1.8. Town of Sandisfield LOW Map
Southwest(Area #7.)



MOWING ONLY
END OF WORK
NO WORK
PAVED ROADS



Figure 1.9. Town of Sandisfield LOW Map
Southeast (Area #8.)

Sandisfield Routine Maintenance and Repairs to Town Roads NOI April 2015



Stockman
Associates

**Areas of Critical Environmental Concern
ACECs**



NHESP Certified Vernal Pools



NHESP Estimated Habitats of Rare Wildlife



NHESP Priority Habitats of Rare Species


Potential Vernal Pools



DEP Wetlands Hydrologic Connections




Outstanding Resource Waters


 PUBLIC WATER SUPPLY CONTRIBUTOR

 ORW FOR ACEC

 ORW FOR BOTH WATER SUPPLY AND OTHER

Public Water Supplies

 Community Groundwater Well

 Non-Community Groundwater Well

 Surface Water Intake

 Emergency Surface Water Intake

Community Labels

Non-Community Labels

Public Water Supply Service Territories



Q3 Flood Zones (from Paper FIRMs, where
NFHL Unavailable)



 A

 AE


 AE Floodway

 AH

 AO

 D

 VE

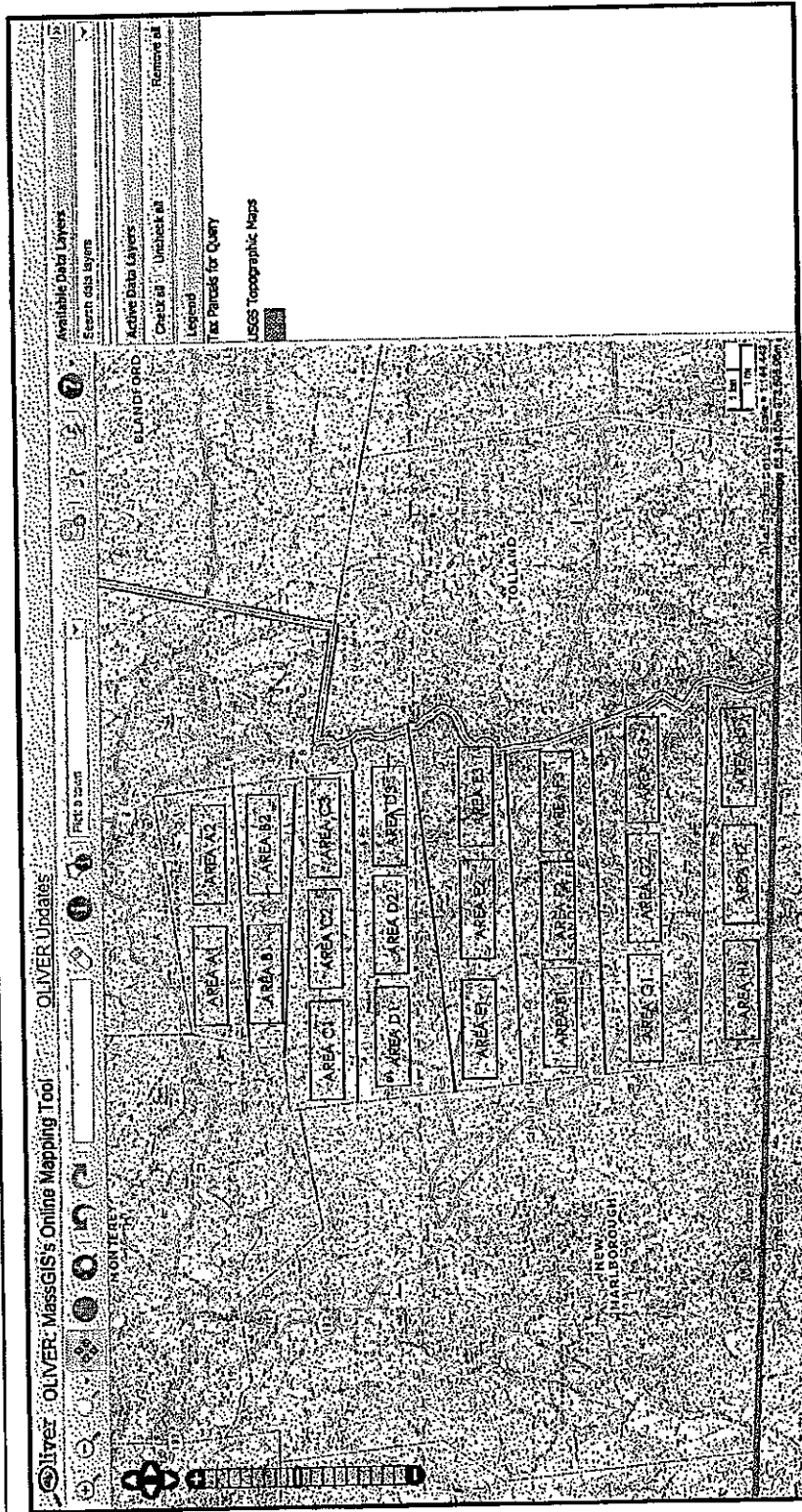
 Area Not Included

 X500

Tax Parcels for Query

Detailed Features

Tax Parcels



Sandisfield Routine Road Maintenance and Repairs NOI April 2015

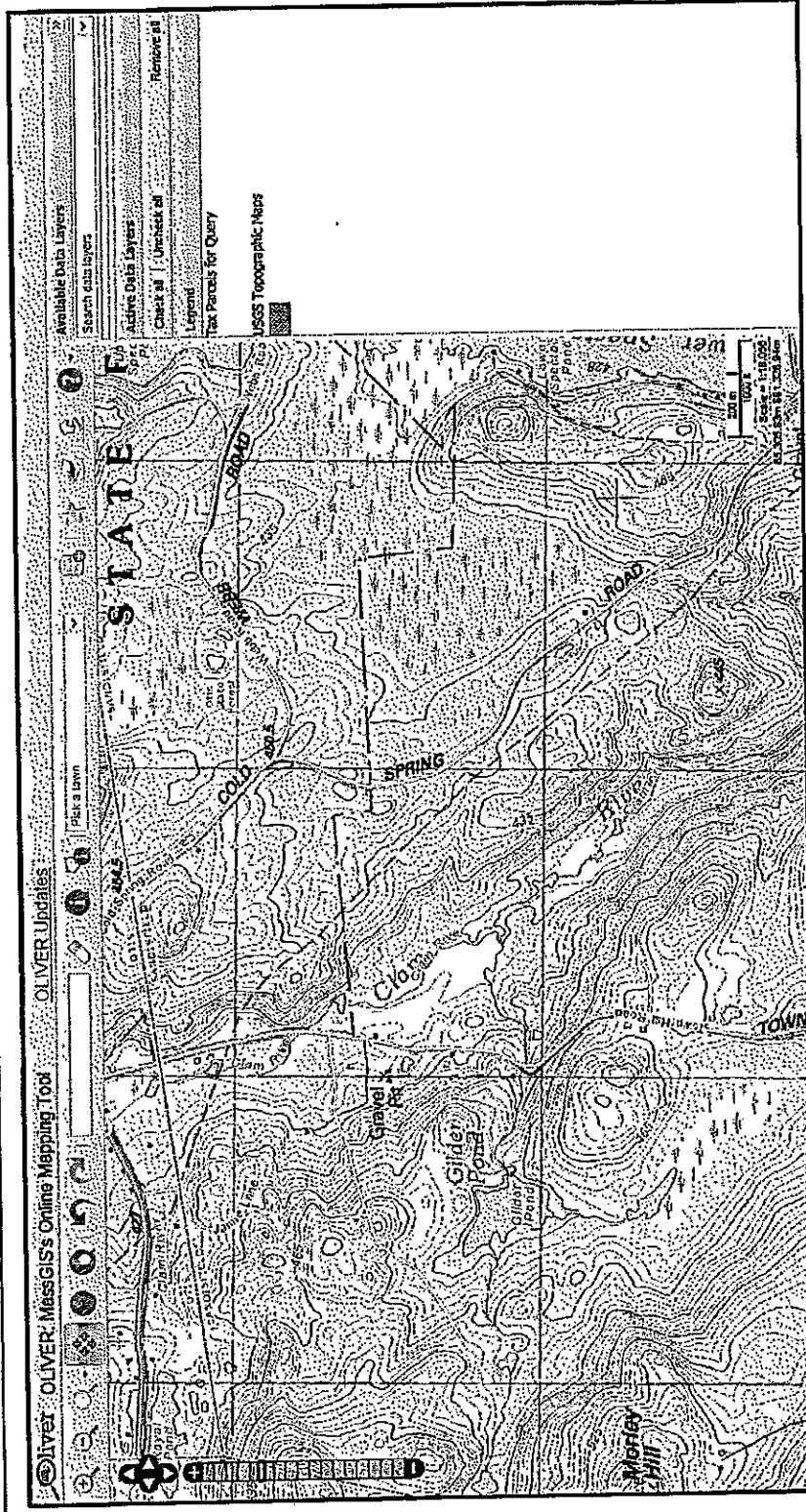


Figure 2.2 USGS Topographic Map Sandisfield Section A1

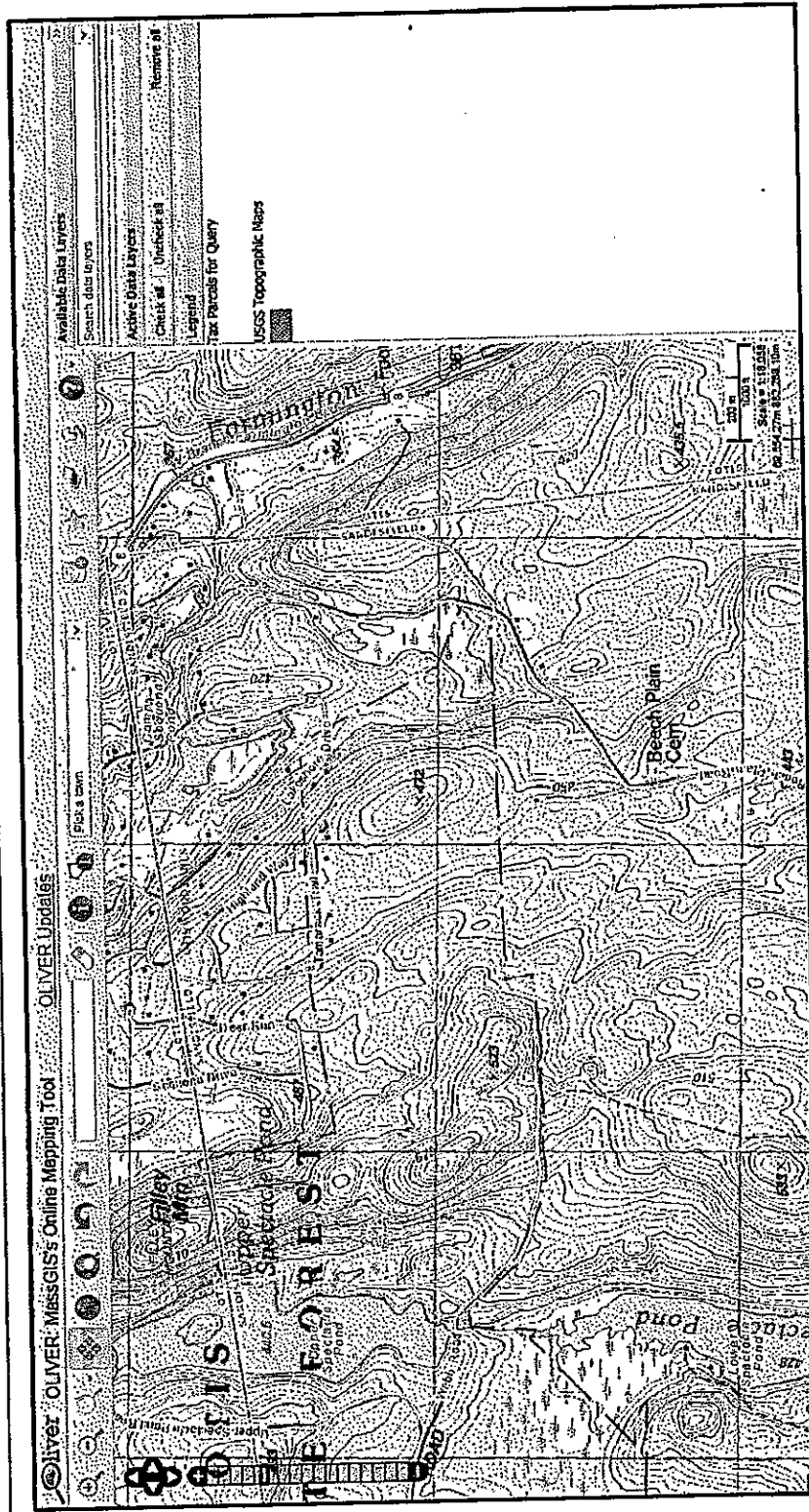


Figure 2.3 USGS Topographic Map Sandisfield Section A2

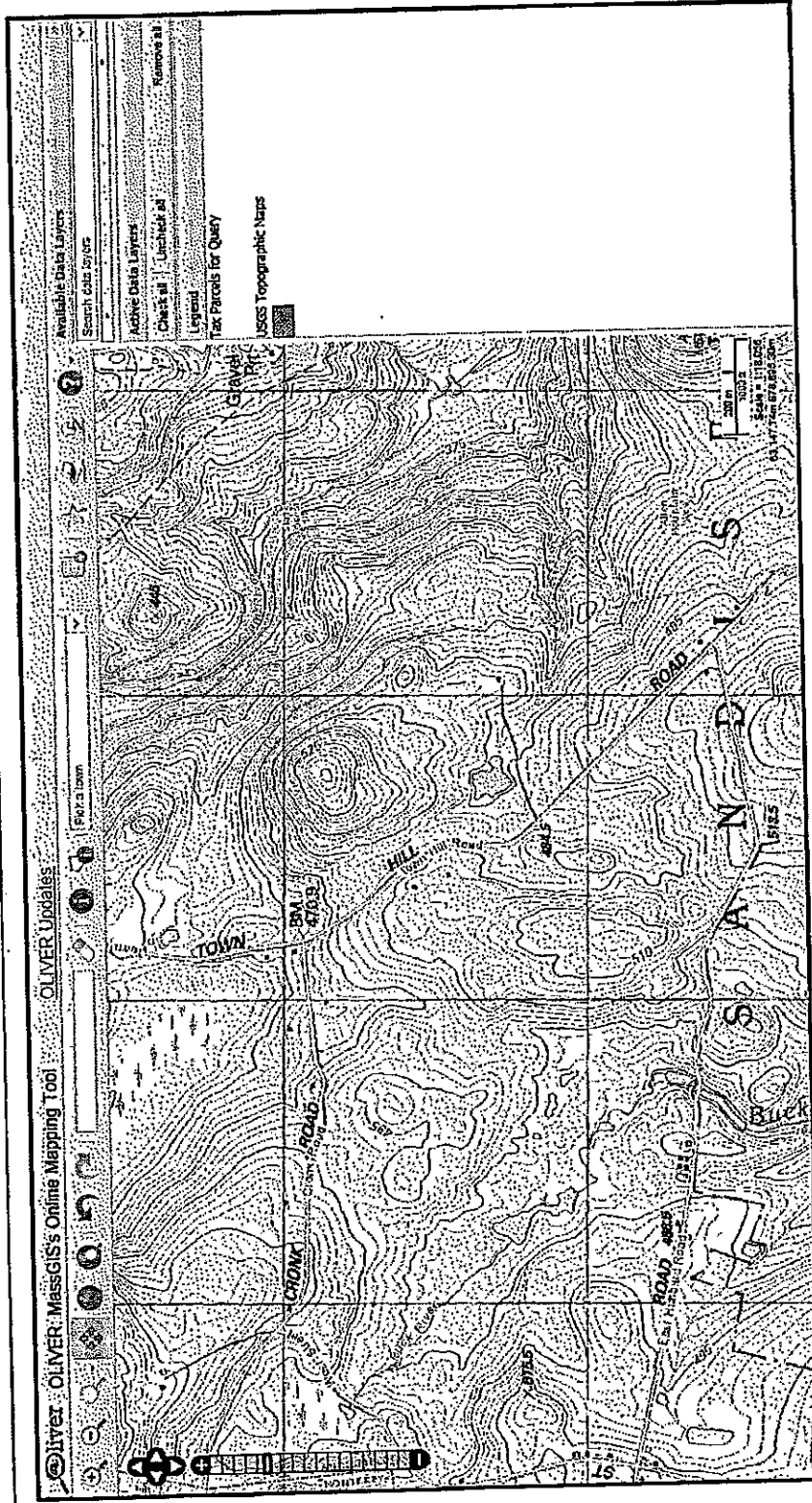
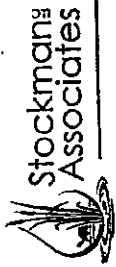


Figure 2.4 USGS Topographic Map Sandisfield Section B1

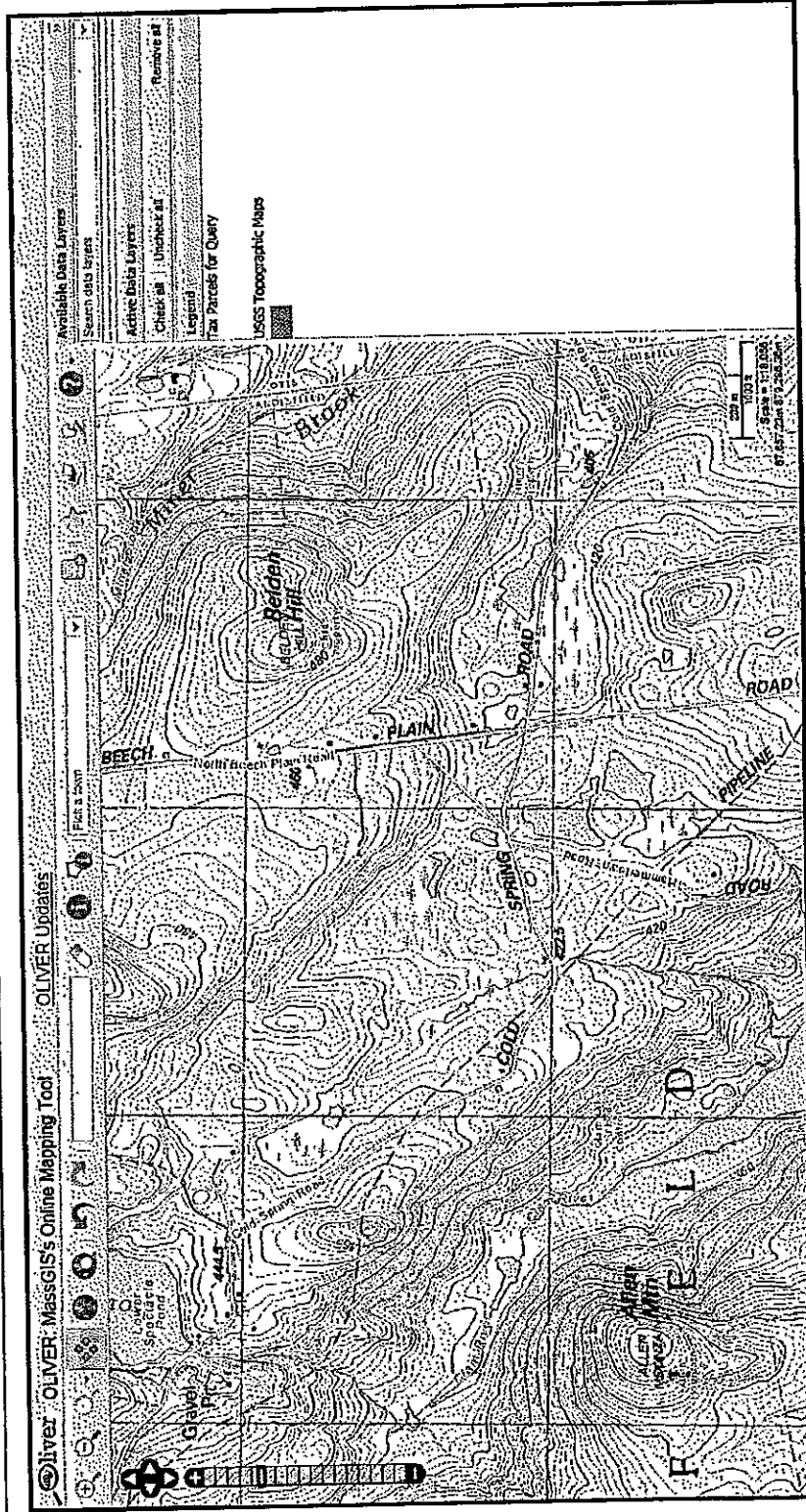


Figure 2.5 USGS Topographic Map Sandisfield Section B2

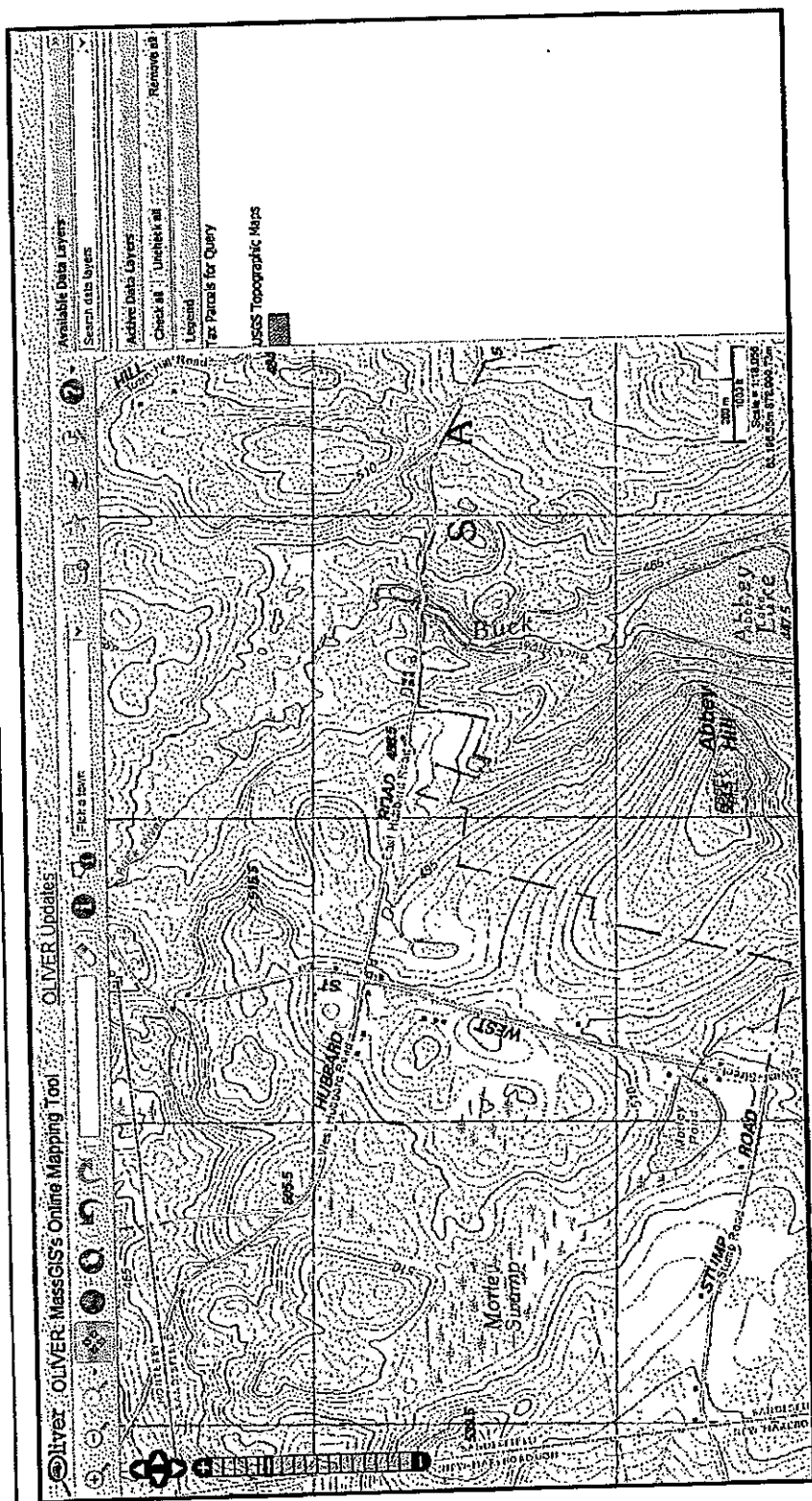


Figure 2.6 USGS Topographic Map Sandisfield Section C1

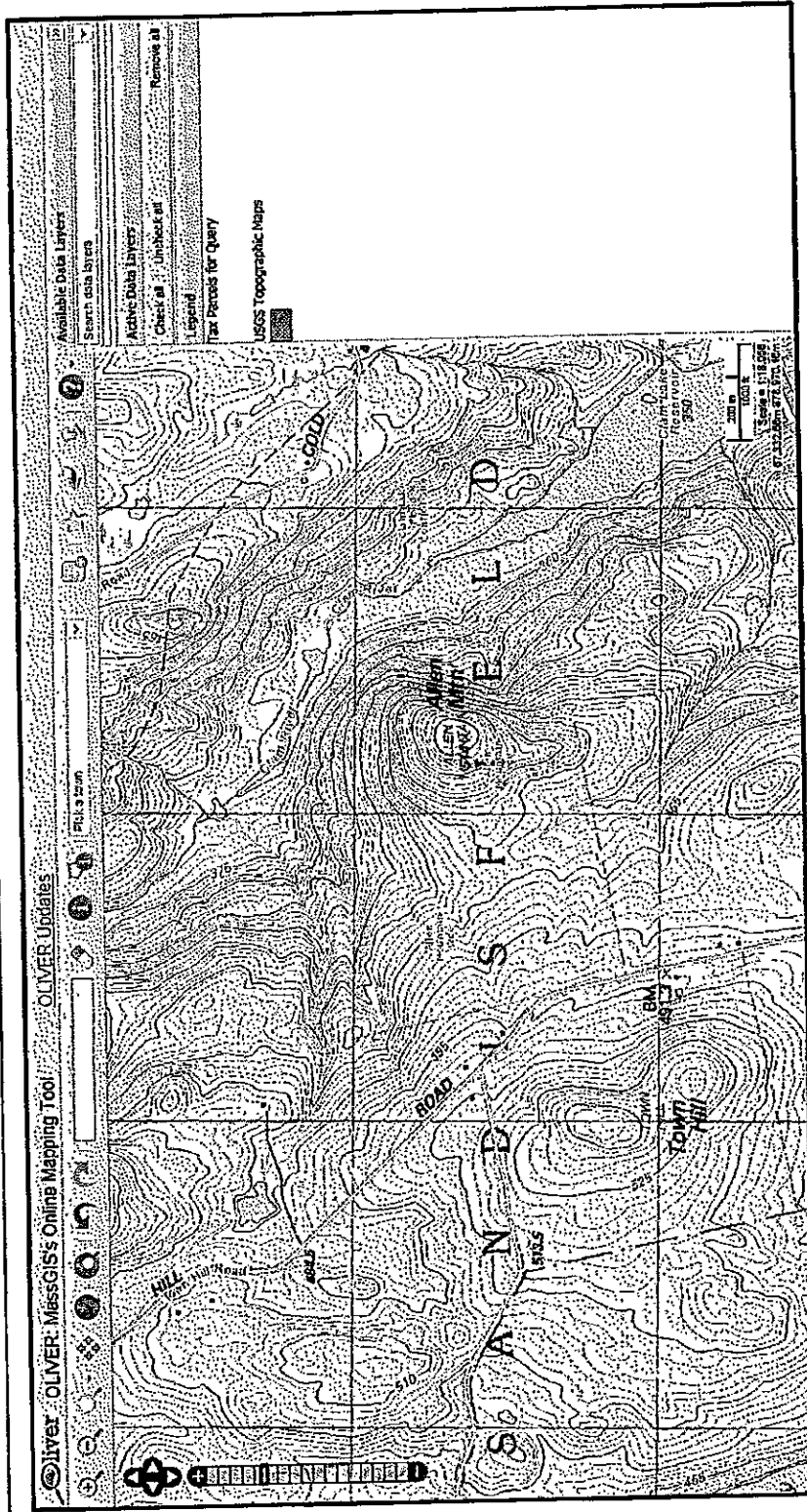


Figure 2.7 USGS Topographic Map Sandisfield Section C2

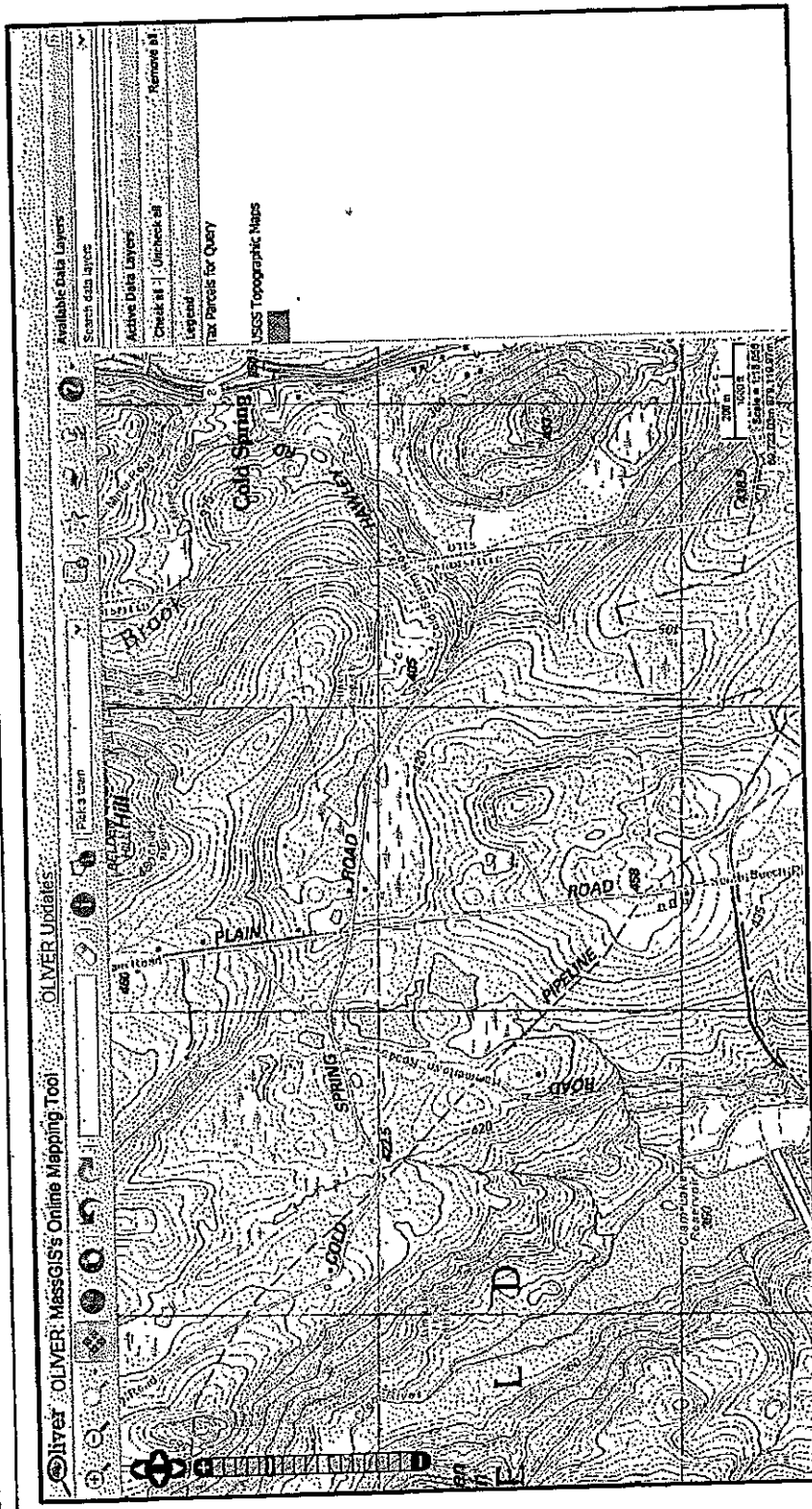
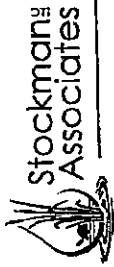
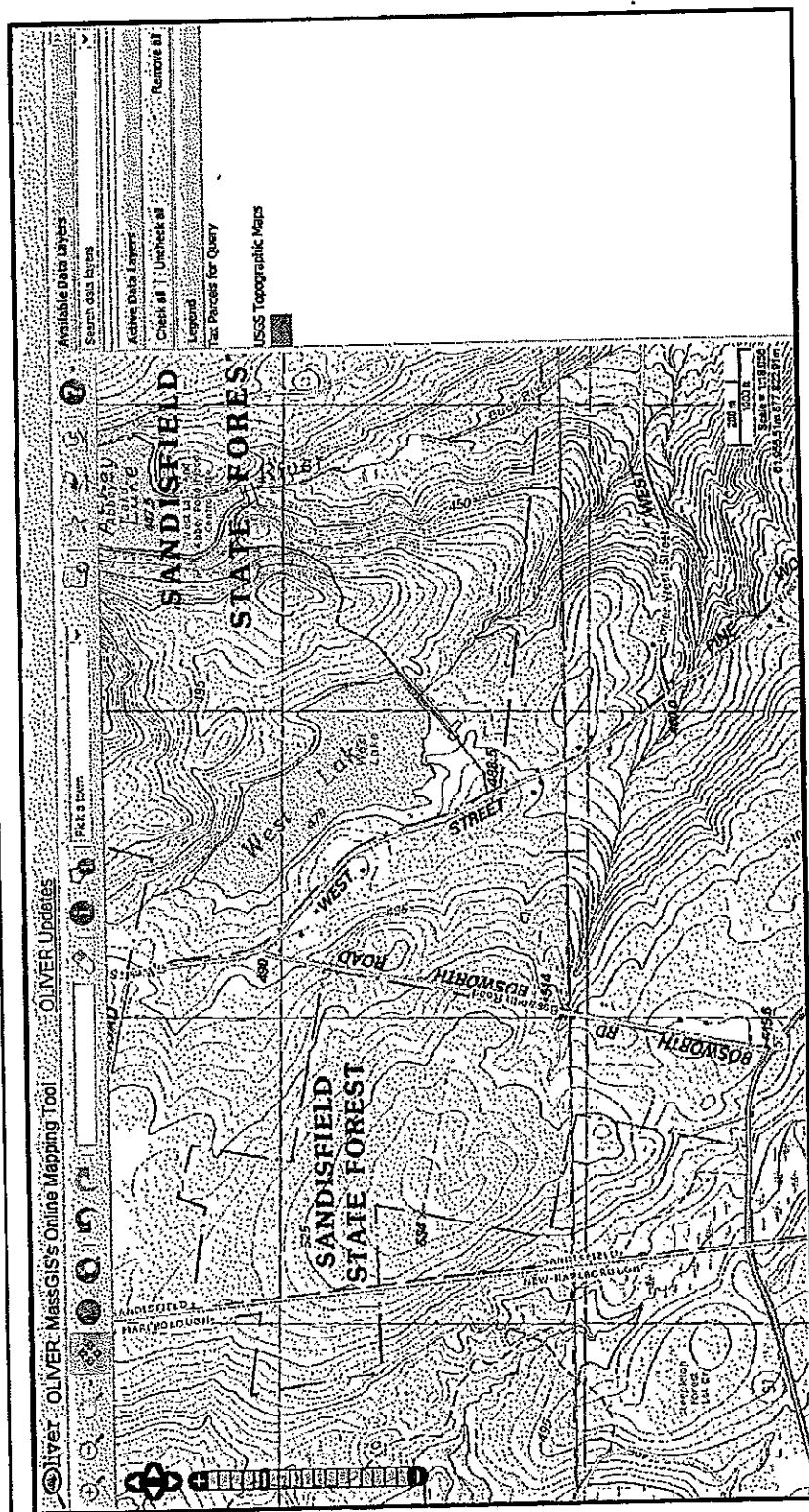


Figure 2.8 USGS Topographic Map Sandisfield Section C3



Sandisfield Routine Road Maintenance and Repairs NOI April 2015

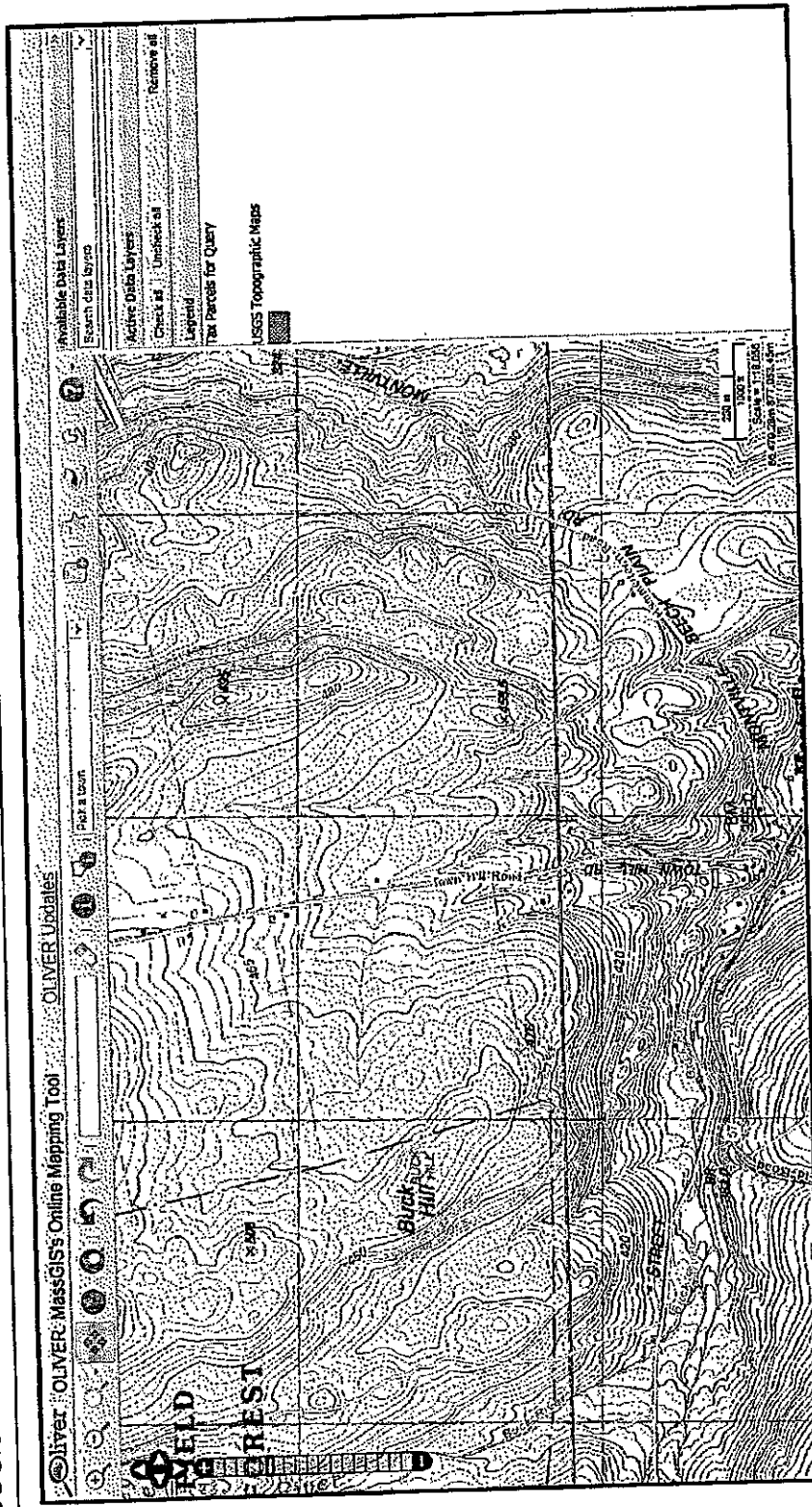


Figure 2.10 USGS Topographic Map Sandisfield Section D2

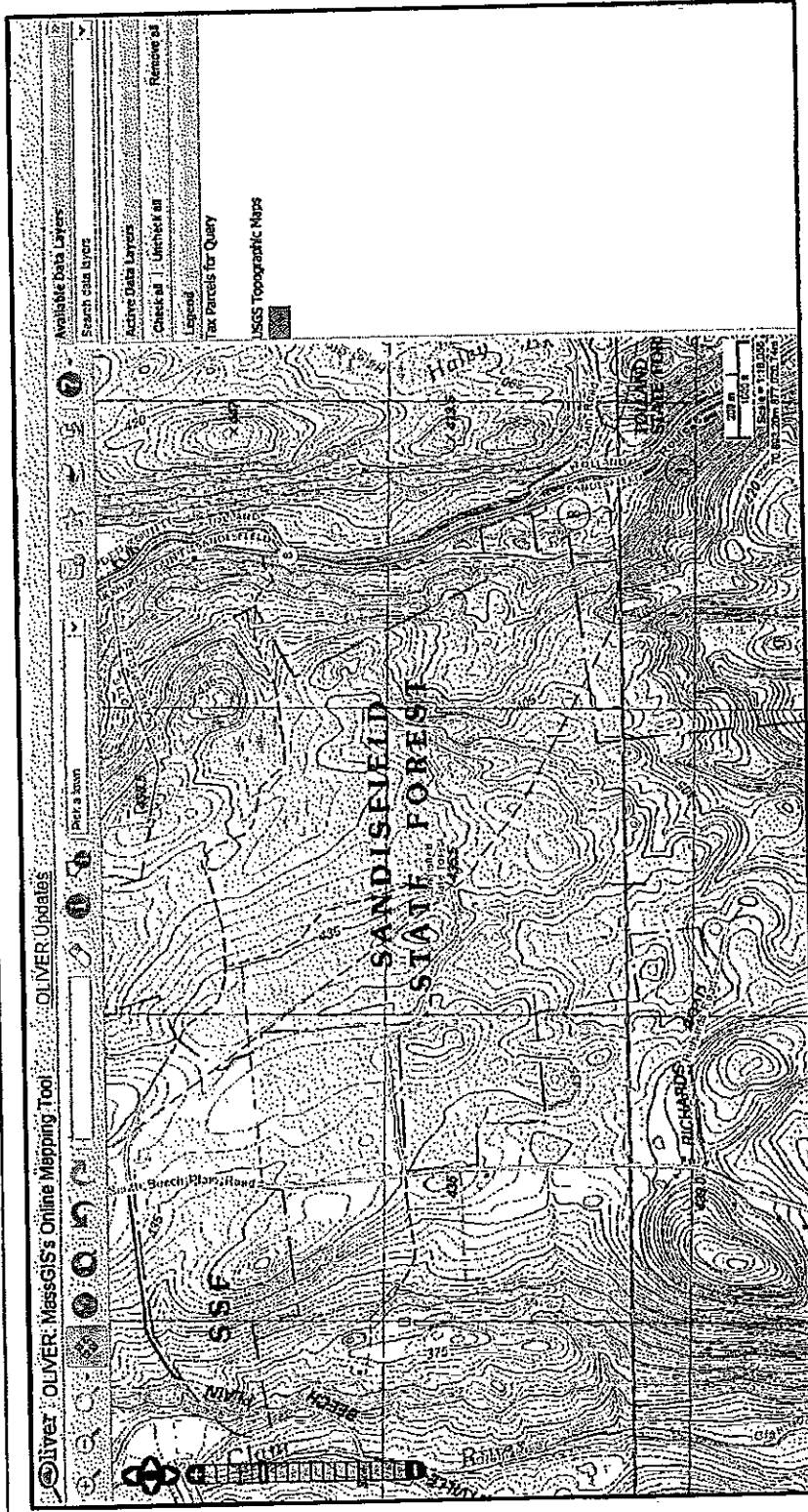


Figure 2.11 USGS Topographic Map Sandisfield Section D3

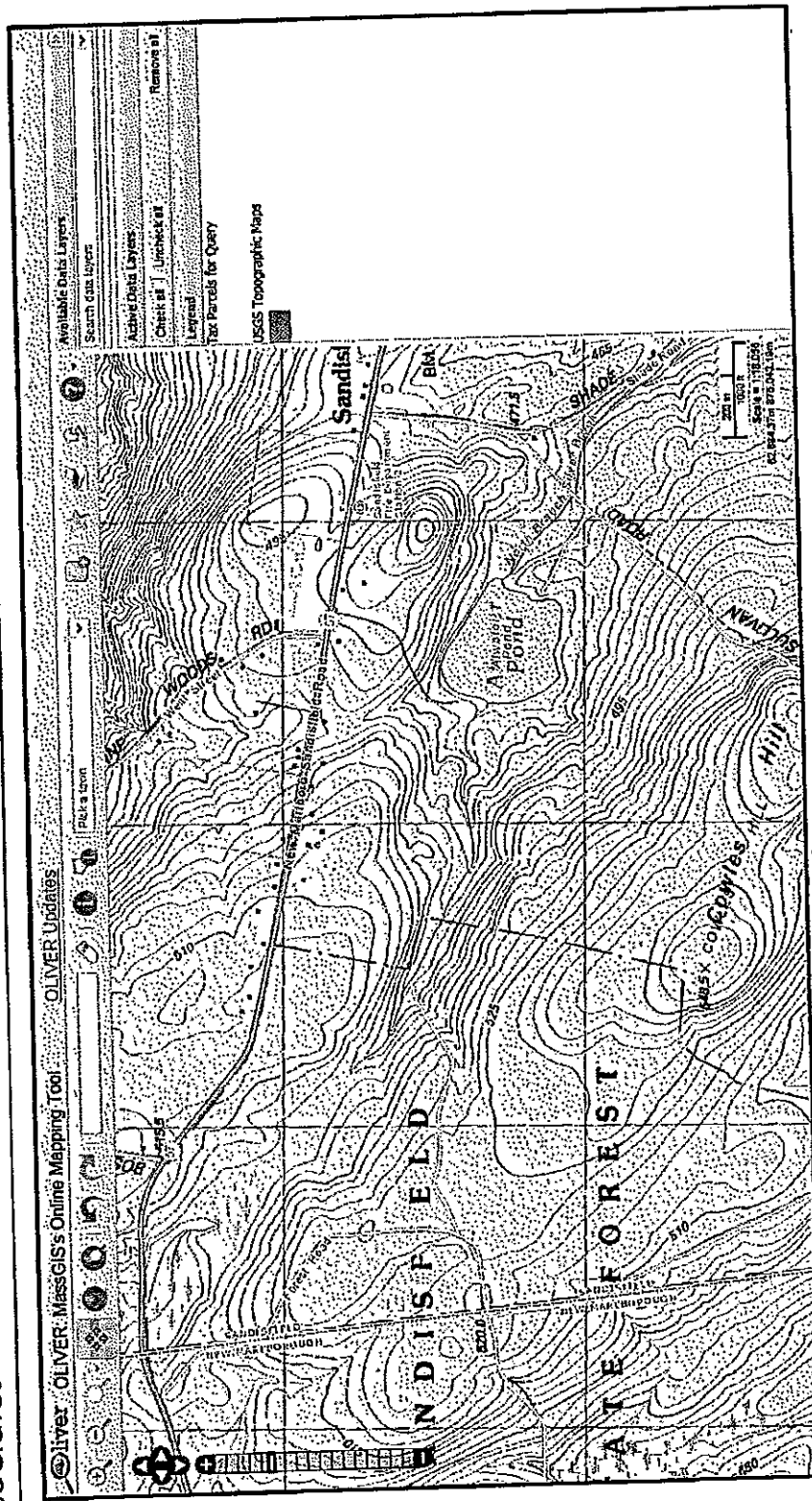


Figure 2.12 USGS Topographic Map Sandisfield Section E1

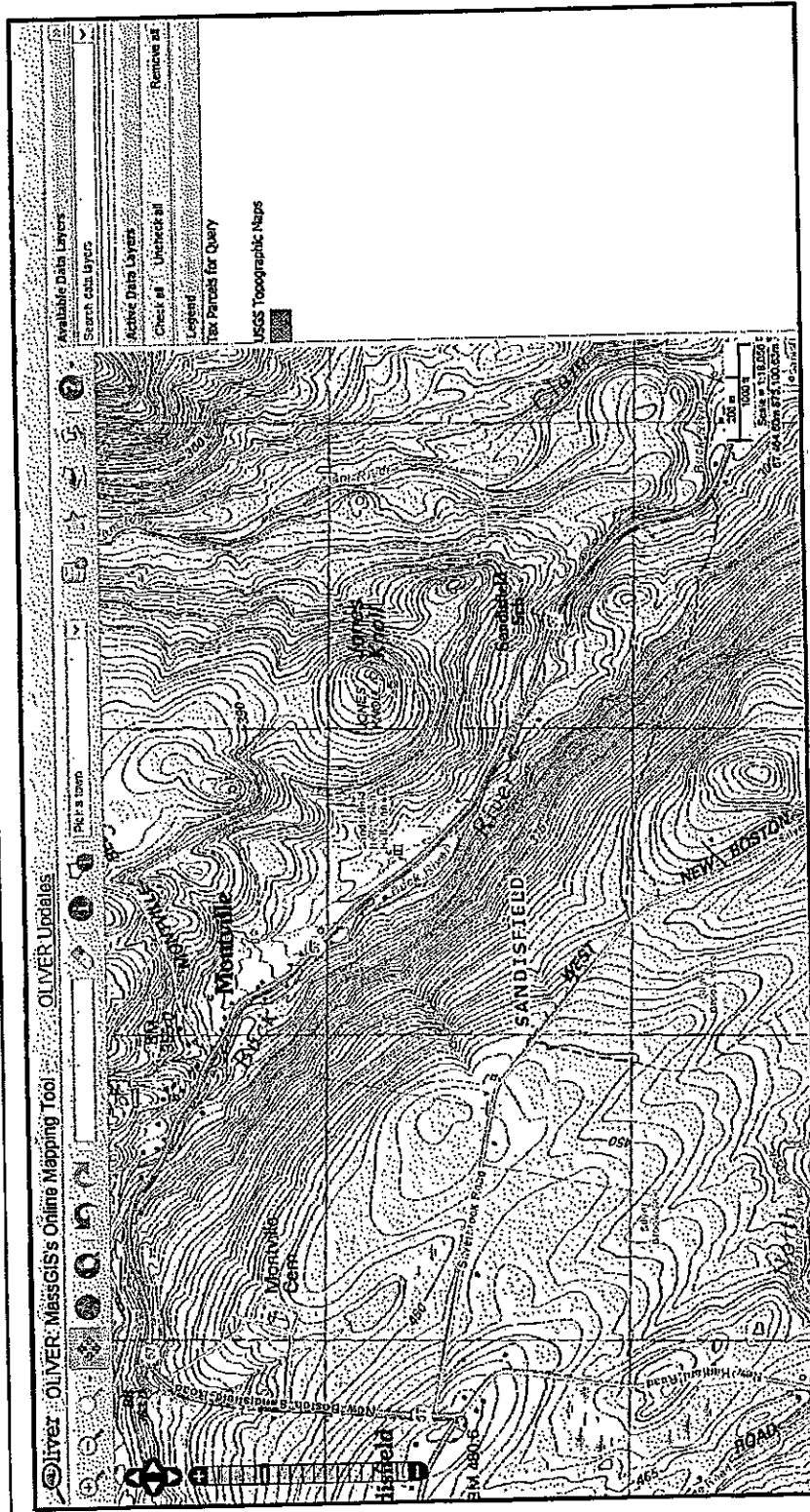
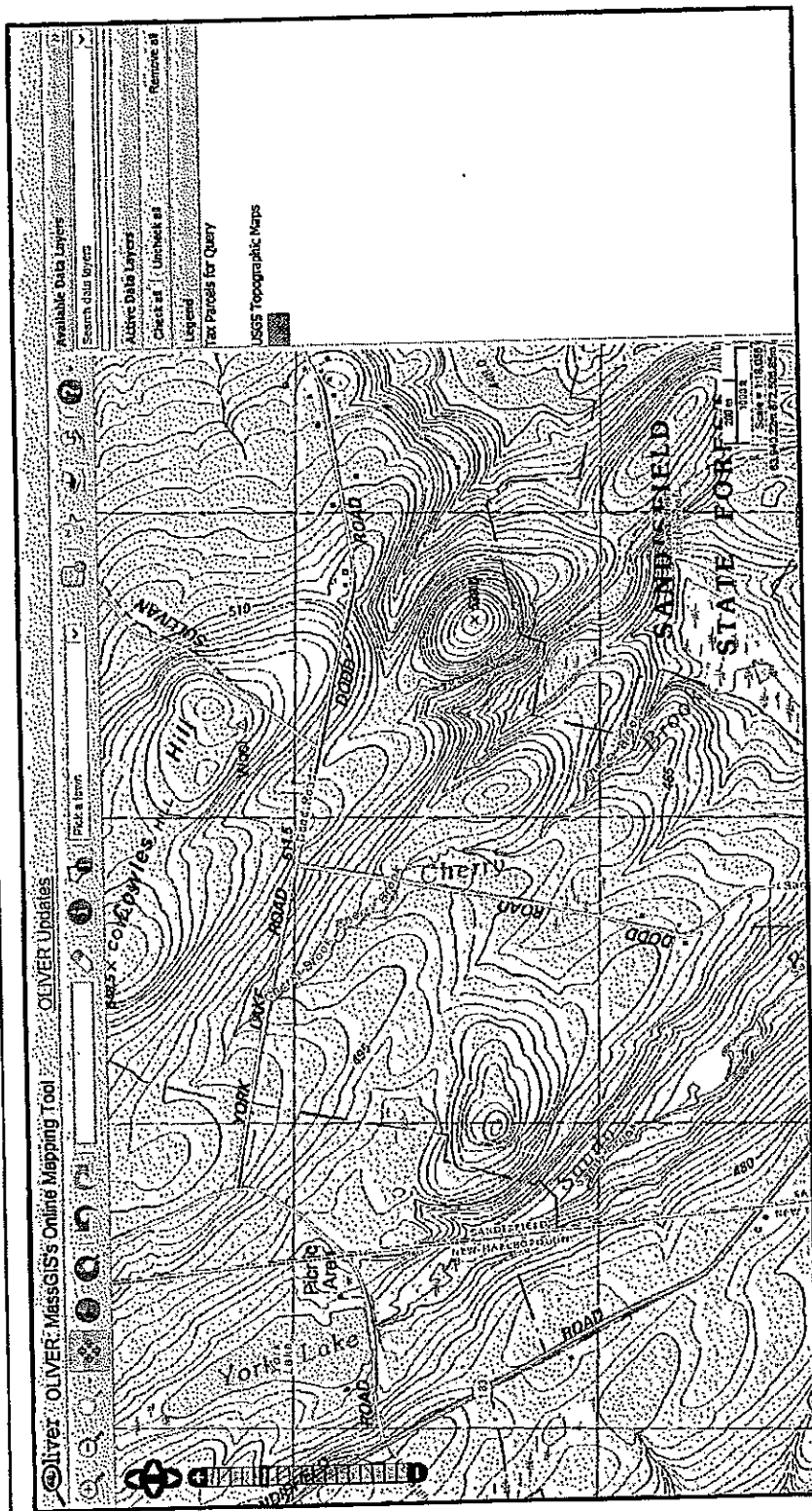


Figure 2.13 USGS Topographic Map Sandisfield Section E2



Figure 2.14 USGS Topographic Map Sandisfield Section E3



Sandisfield Routine Road Maintenance and Repairs NOI April 2015

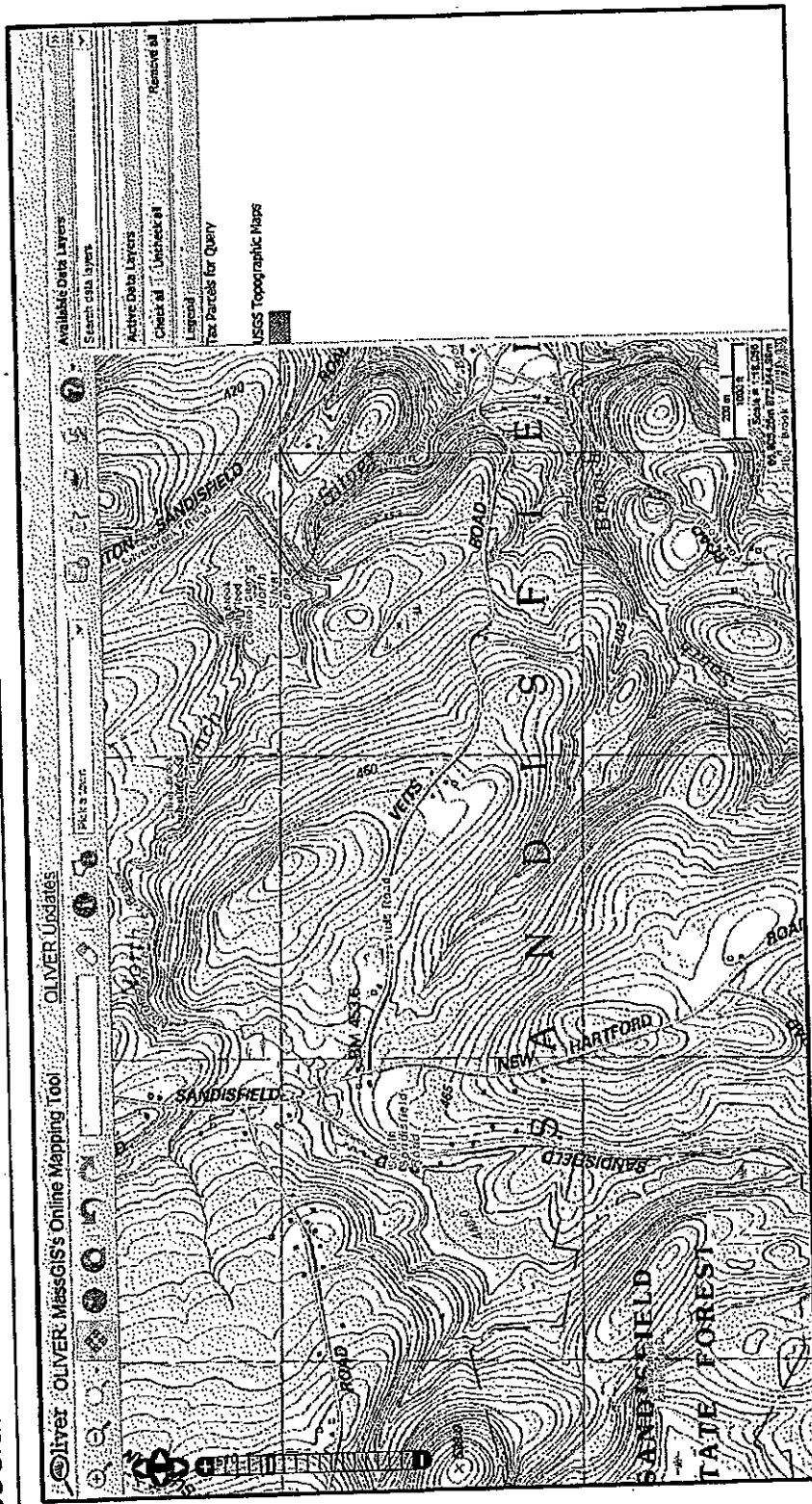


Figure 2.16 USGS Topographic Map Sandisfield Section F2

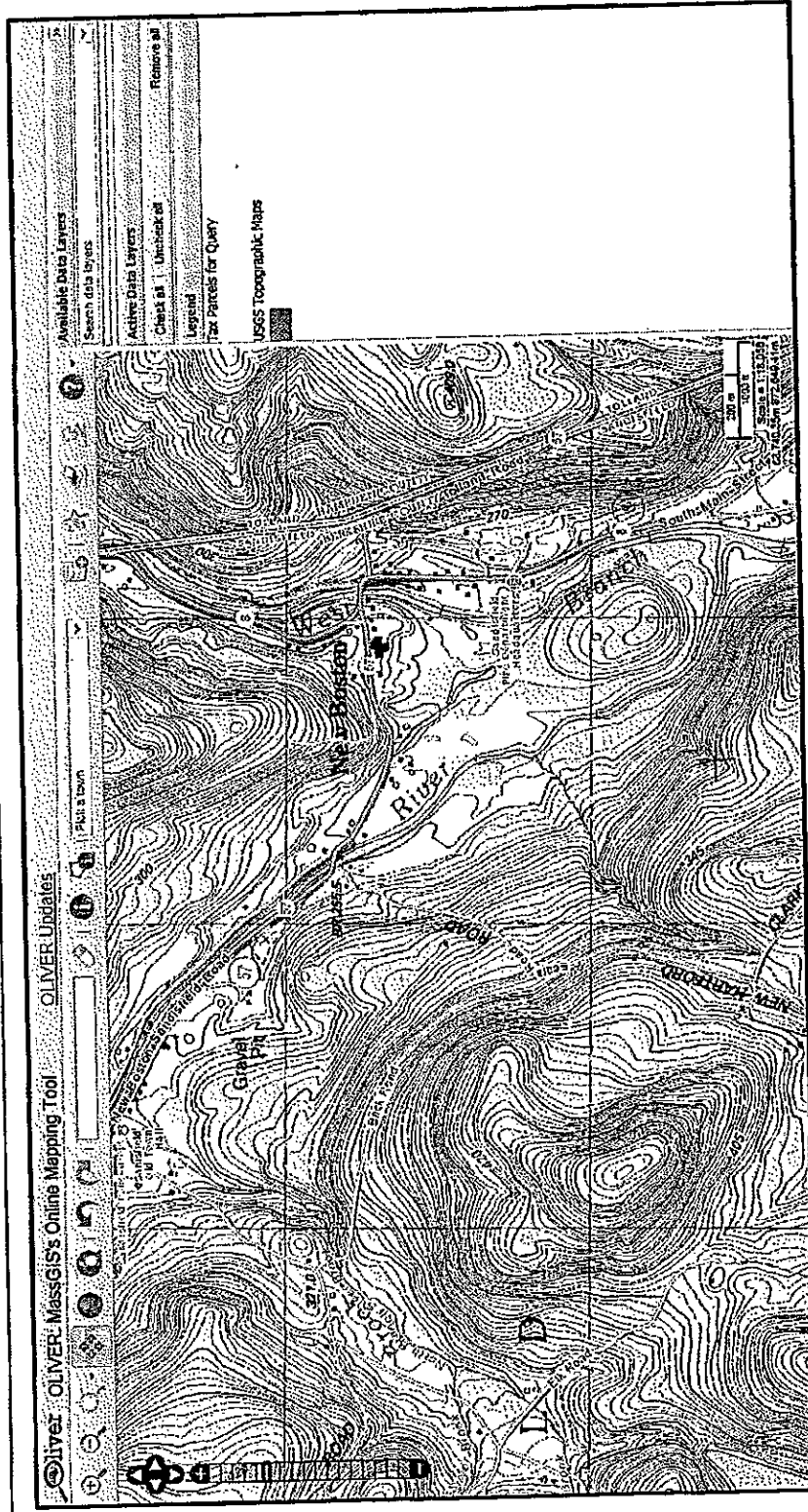


Figure 2.17 USGS Topographic Map Sandisfield Section F3

Figure 2.18 USGS Topographic Map Sandisfield Section G1

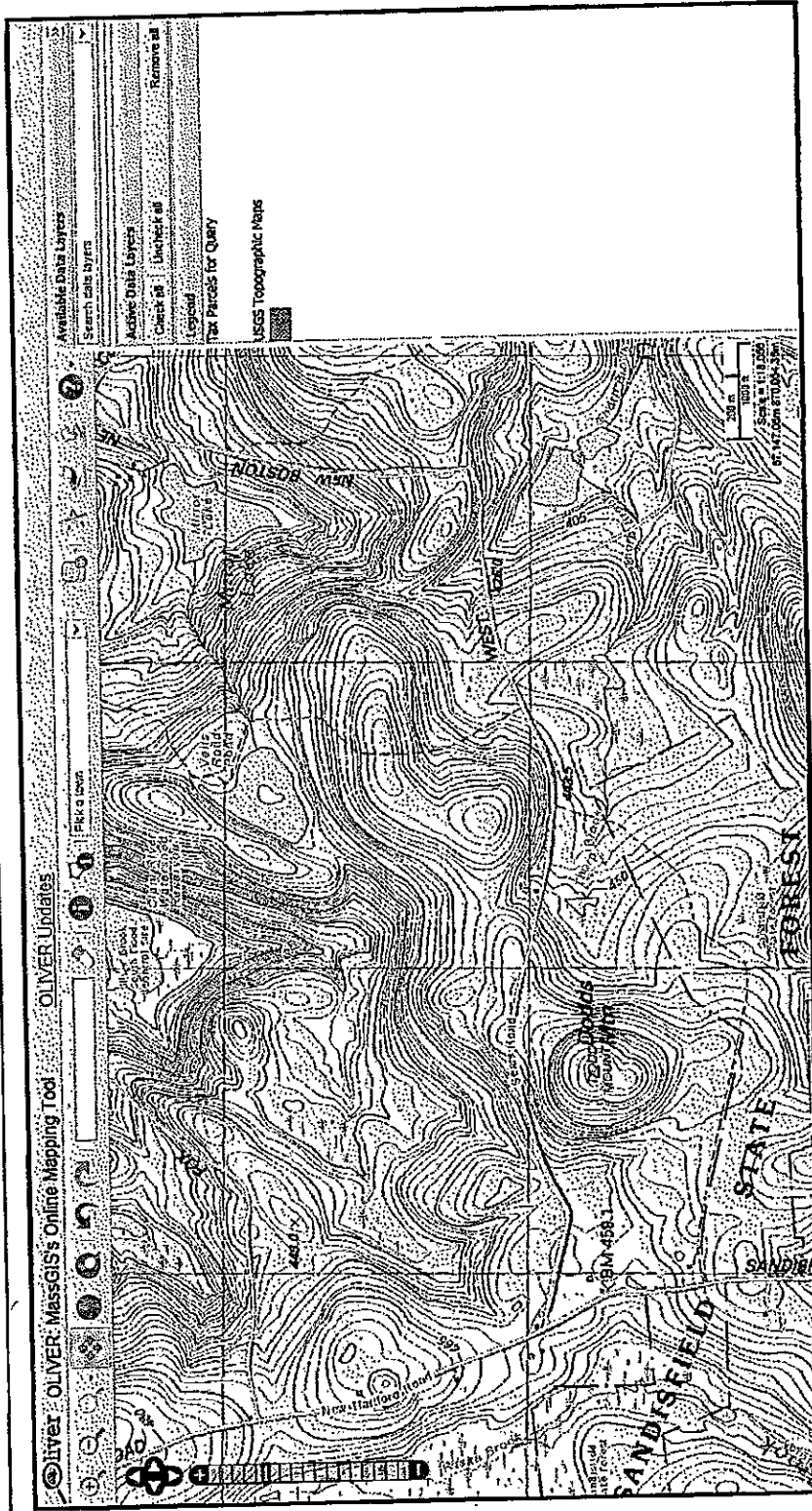


Figure 2.19 USGS Topographic Map Sandisfield Section G2

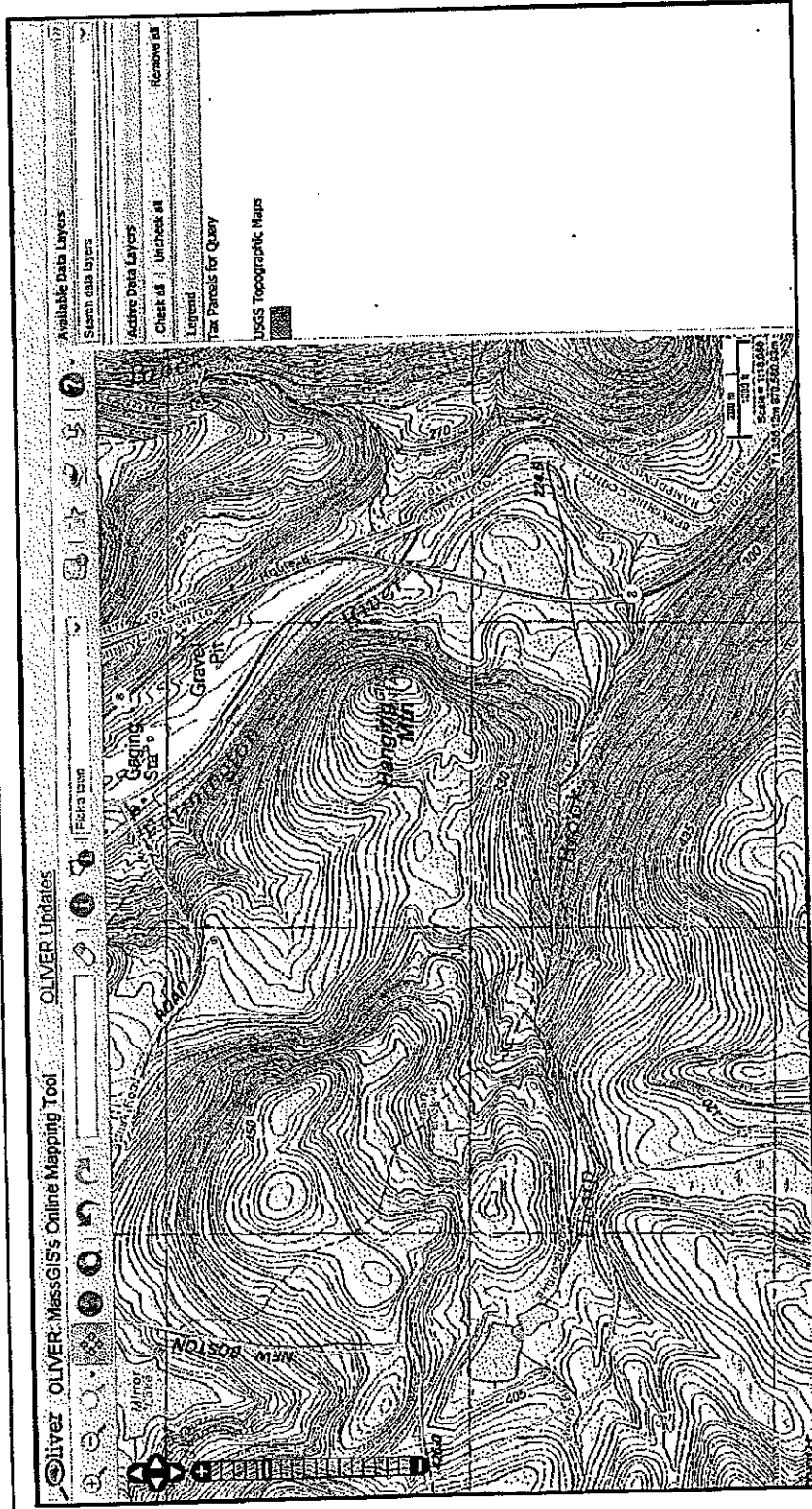


Figure 2.20 USGS Topographic Map Sandisfield Section G3

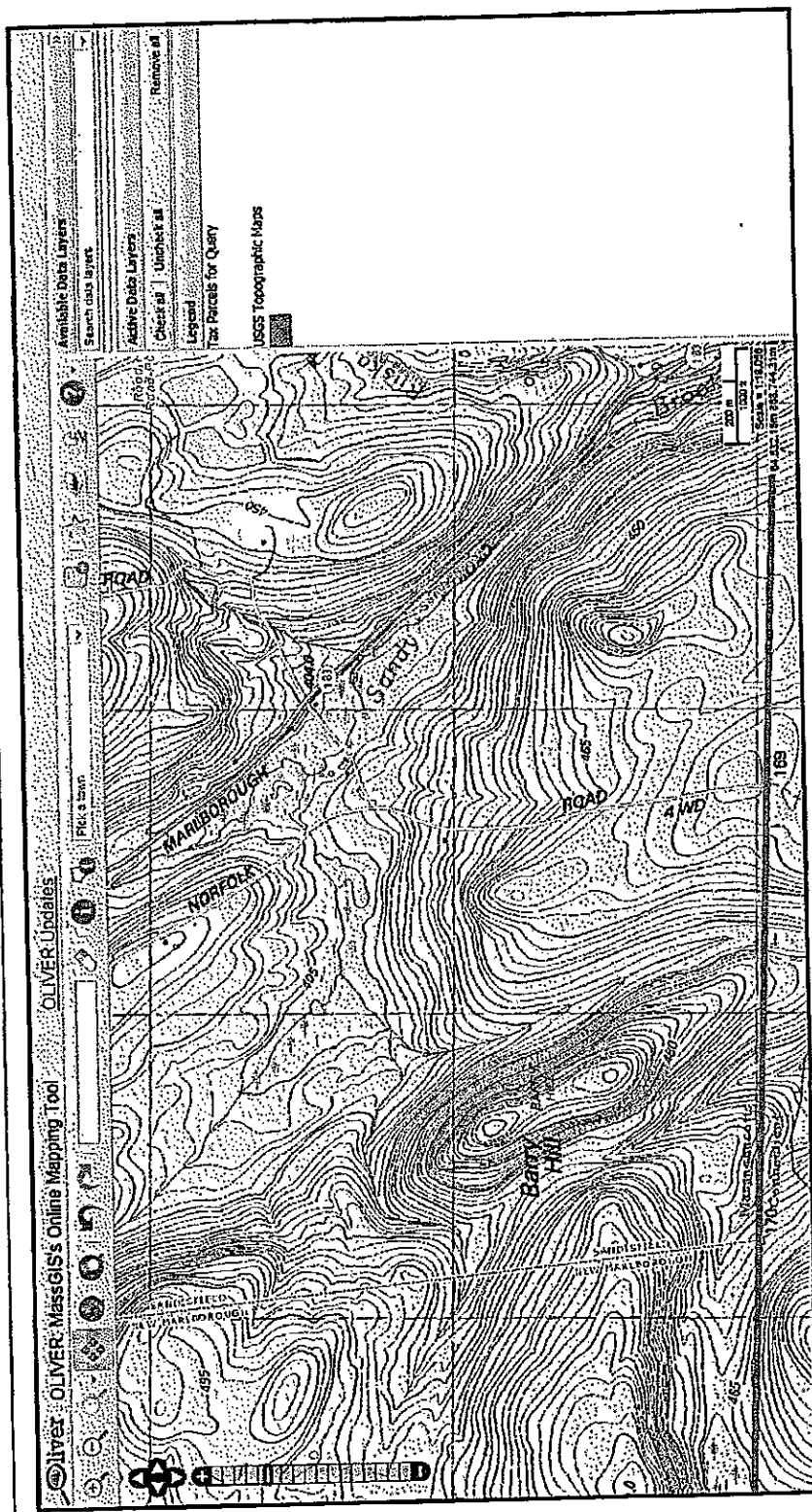


Figure 2.21 USGS Topographic Map Sandisfield Section H1

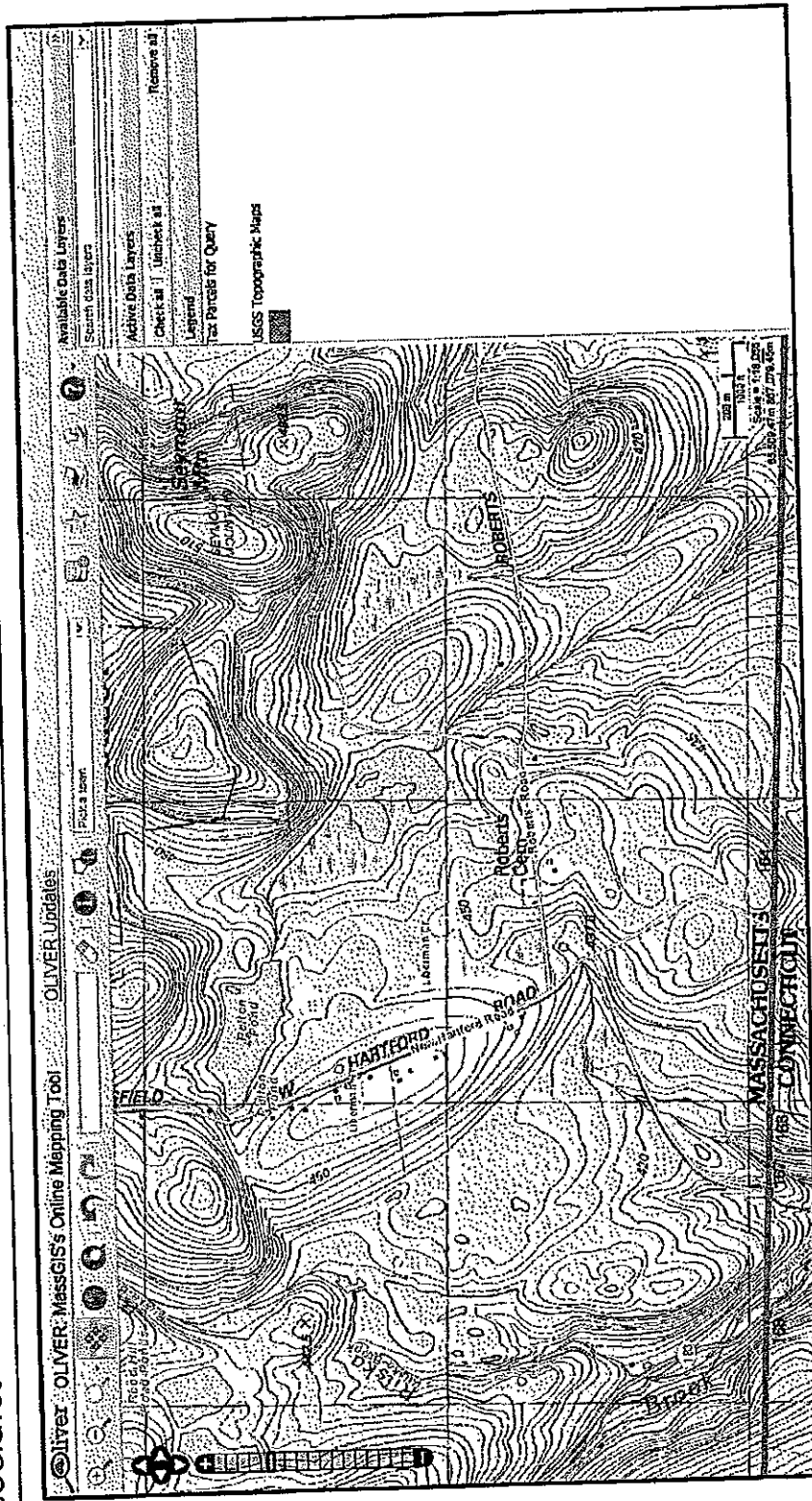


Figure 2.22 USGS Topographic Map Sandisfield Section H2

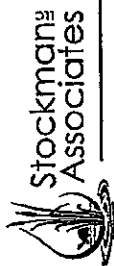


Figure 2.23 USGS Topographic Map Sandisfield Section H3



**SPECIFIC WORK IN MA NHESP
ESTIMATED HABITAT OF RARE WILDLIFE (EH) &
PRIORITY HABITAT OF RARE SPECIES (PH)**

Areas EH 64, EH 696, PH 1331, & PH 993 run along the Farmington River as shown on Figures 3.3, 3.4, and 3.5. State Highway 8 (maintained by MA Highway) is the predominant road located in this area. Portions of the Army Corps of Engineers (ACOE) entrance to the reservoir are also included in the mapped area and are maintained by the ACOE. Unmaintained roads east of Otis Woodlands (Figure 1.3) are included in this mapping. The only work to be performed by the Sandisfield Highway department in this area is described as follows:

Pruning and Mowing of Vegetation along Existing Roadways (L.)

Cutting will be performed as described in the project narrative. Cutting within EH and PH will be limited to the following areas as shown on the attached plan: along Roosterville Road- only to the area just past the intersection with Clark Road, and along two unnamed side streets east of Route 8 (Figure 1.7). All other areas are maintained by the MA Highway or the ACOE and are not part of this NOI application.

Areas EH 424 and PH 514 are located along the upper portion of the Cole Brook reservoir as shown on Figure 3.6. State Highway 8 (maintained by MA Highway) is the only road located in this area. No work is to be performed by the Sandisfield Highway Department in this area (as depicted on Figure 1.9).

Areas EH 602 and PH 702 surround the southerly portion of Lower Spectacle Pond and extend into Cold Spring Road as shown on Figure 3.2. The only maintenance work proposed for this area is described below.

Pruning and Mowing of Vegetation along Existing Roadways (L.)

Cutting will be performed as described in the project narrative. Cutting within EH and PH will be limited to Cold Spring Road south of Lower Spectacle Pond.

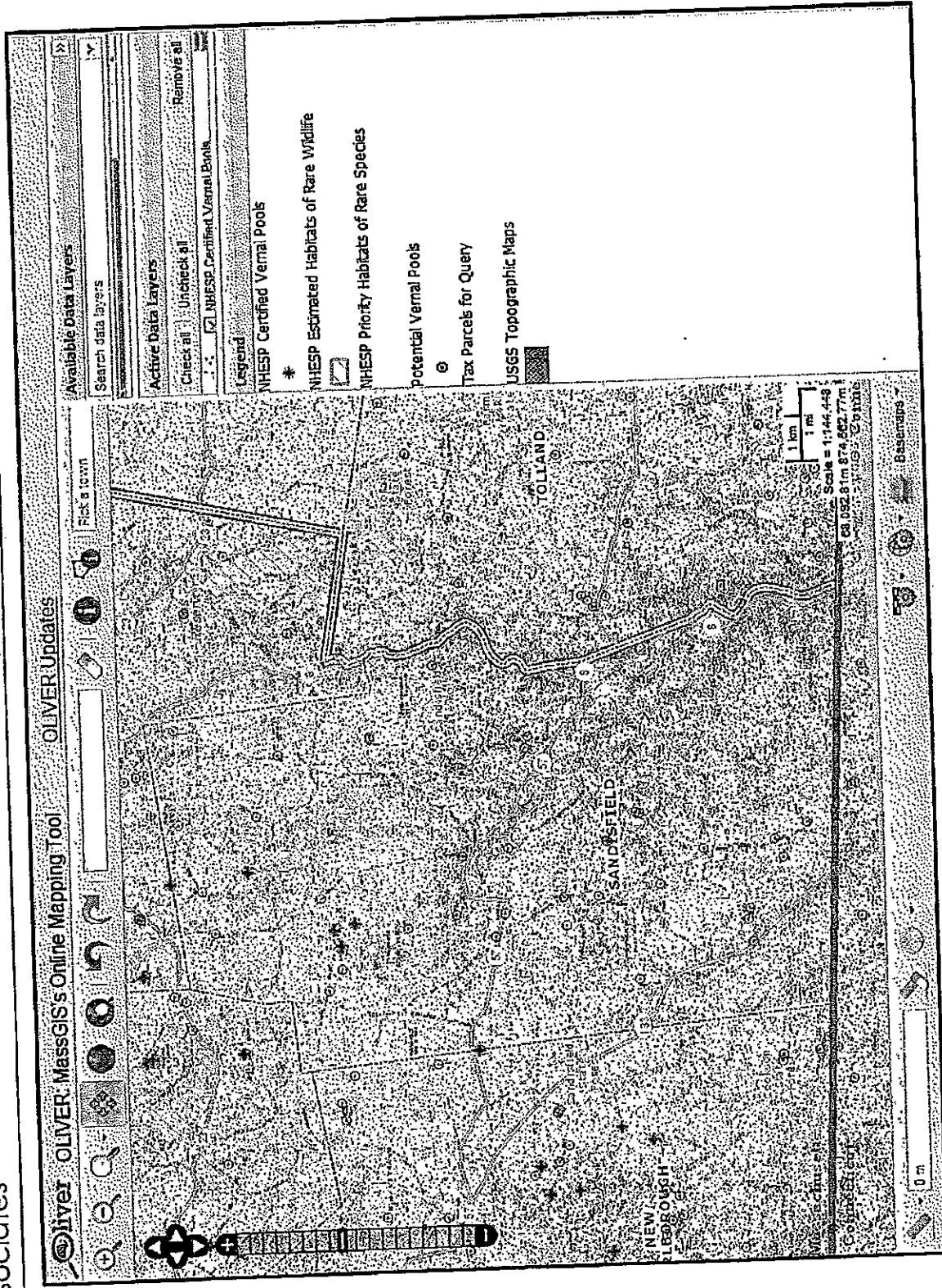
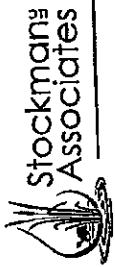


Figure 3.1 Town of Sandisfield MA NHESP Map

Sandisfield Routine Maintenance and Repairs to Town Roads NOI April 2015

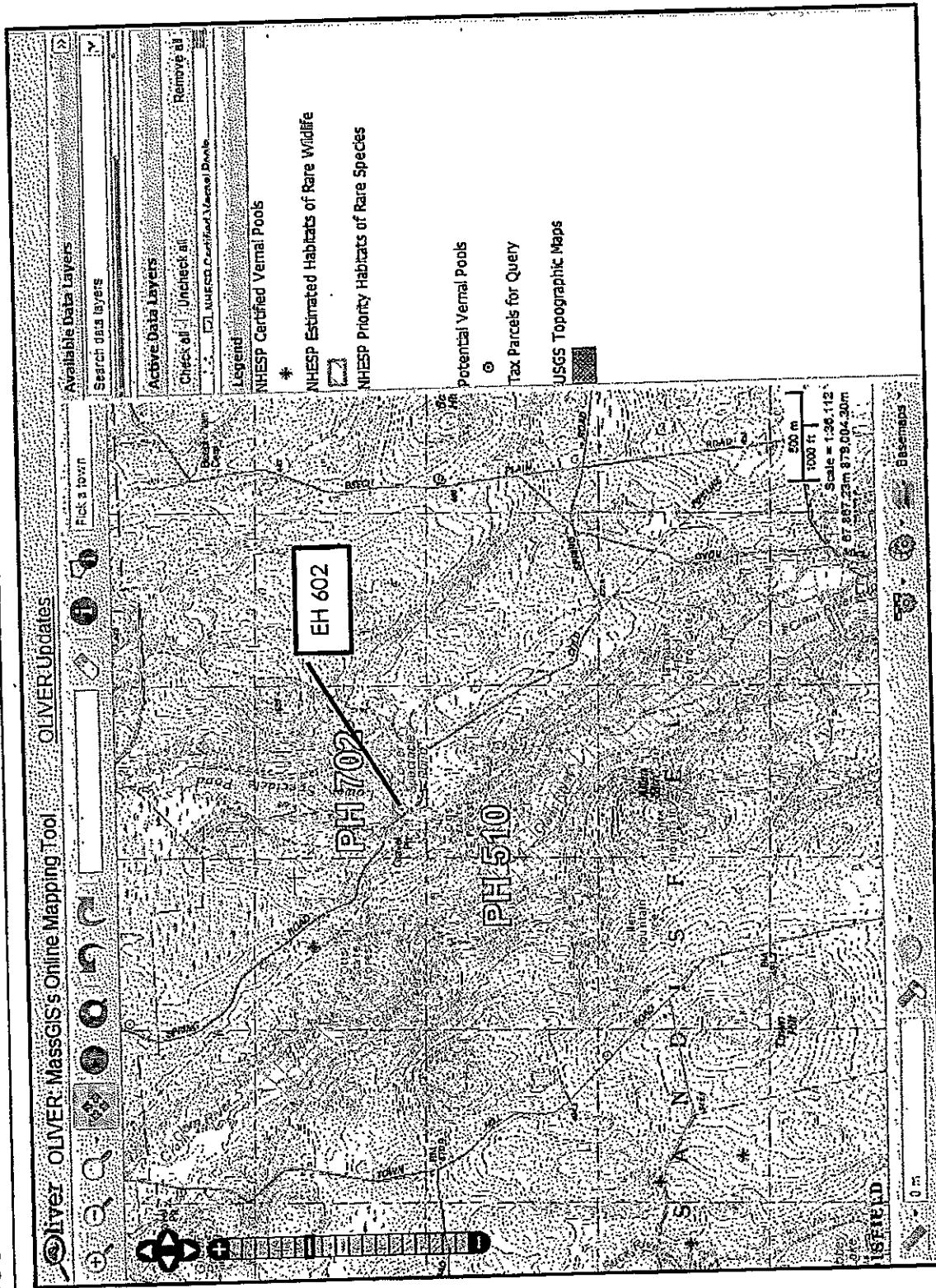
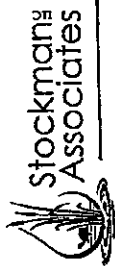


Figure 3.2 Cold Spring Road and EH 602

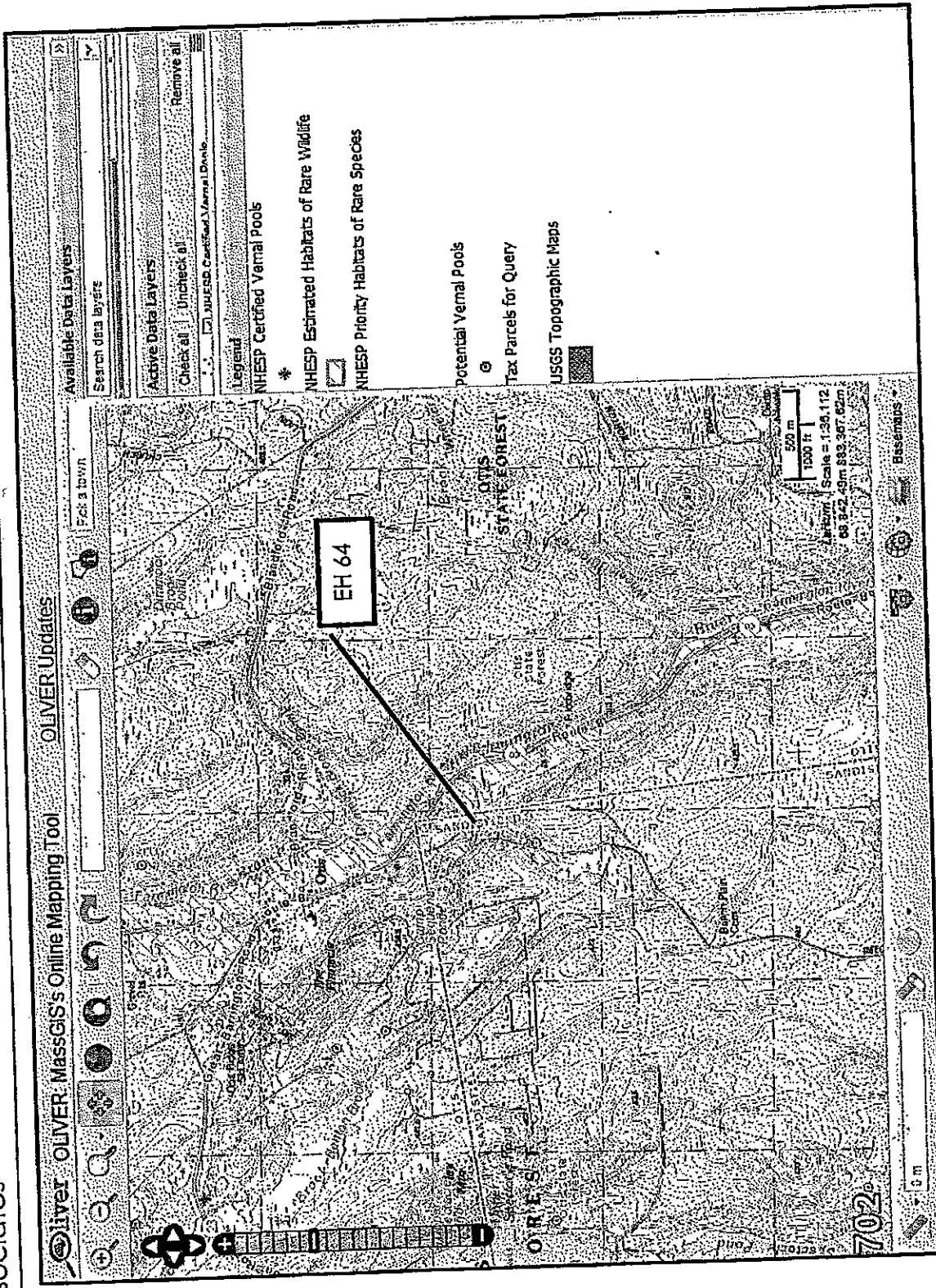


Figure 3.3 Route 8, Unmaintained Roads & EH 64

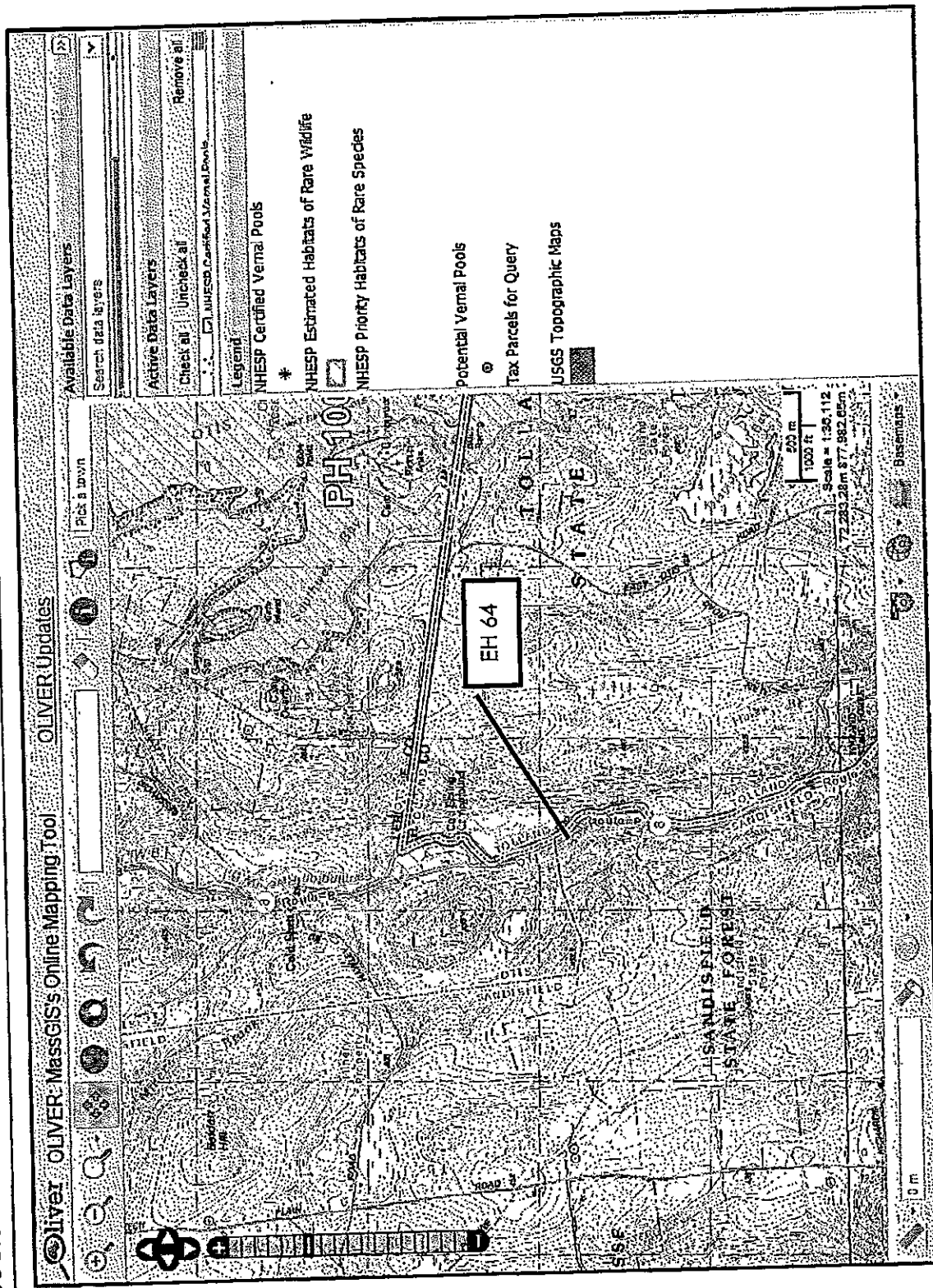


Figure 3.4 Route 8 and EH 64

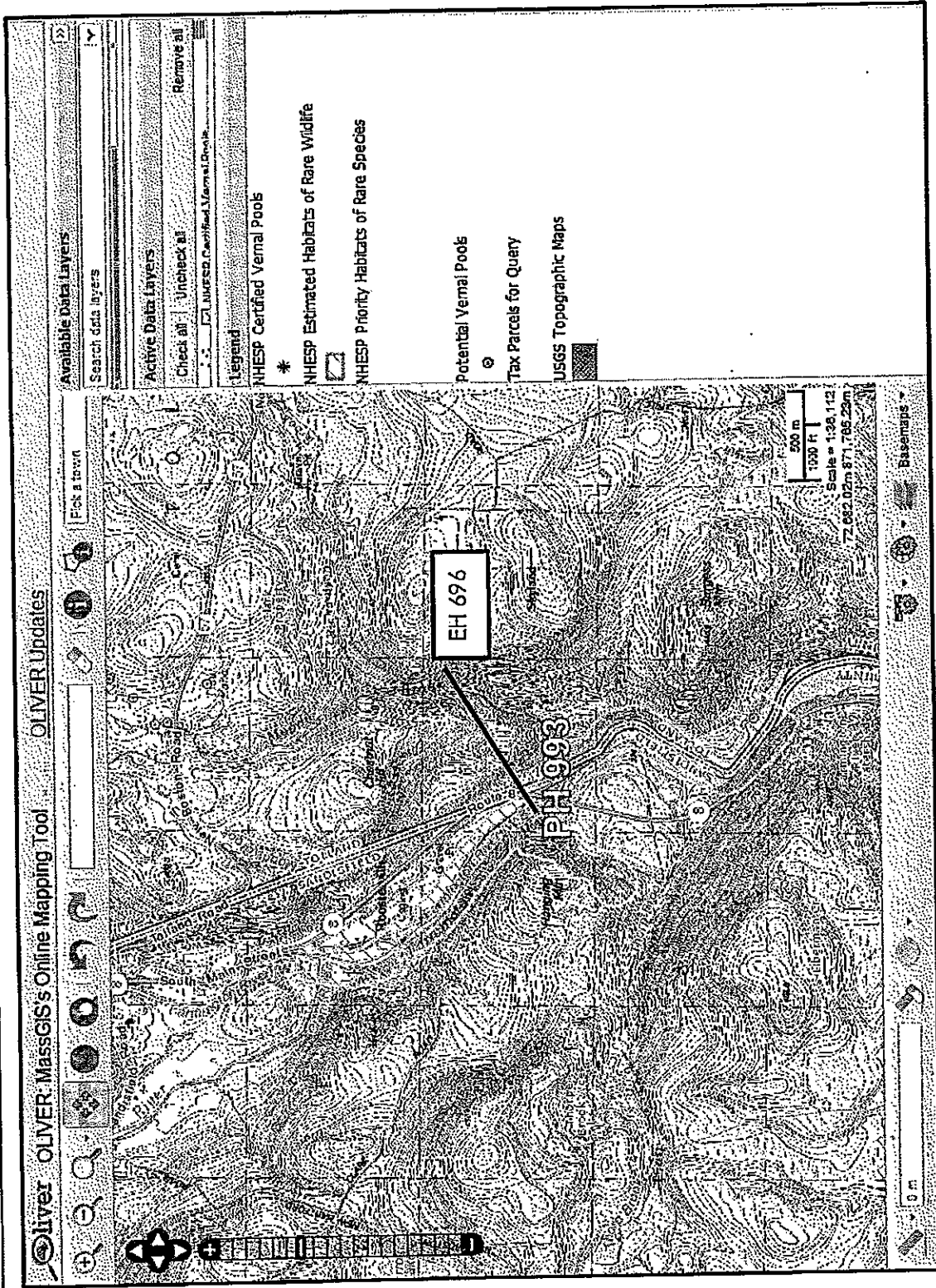


Figure 3.5 Route 8, Clark Road and EH 696

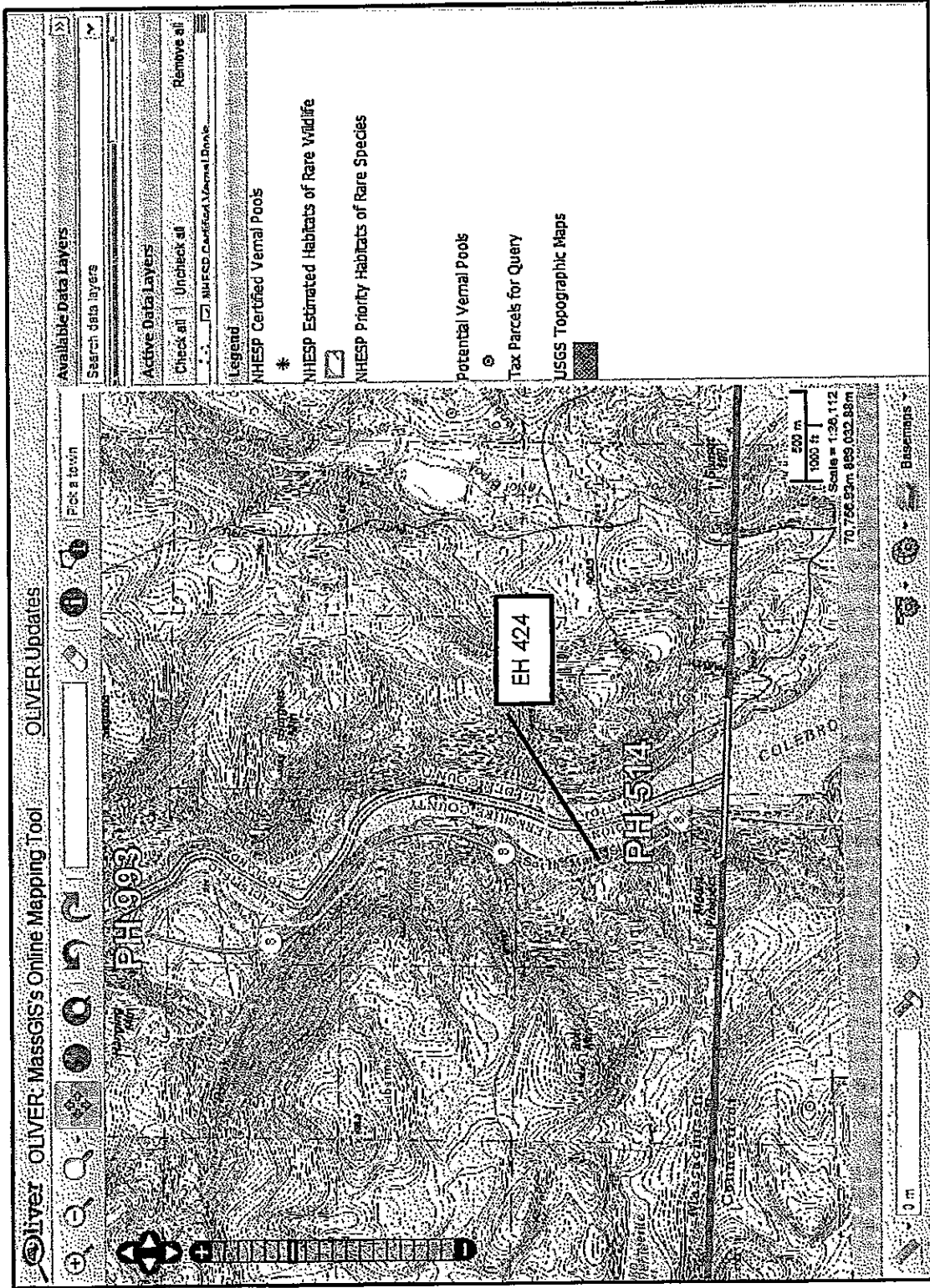


Figure 3.6 Route 8 and EH 424



OPERATION AND MAINTENANCE PLAN AND RESPONSIBLE PARTIES

Stephan Harasyko, Superintendent of the Sandisfield Department of Public Works shall be responsible for quality control on all projects. He can be reached at the office at (413) 258-4979.

Following is the schedule for inspection and maintenance of culverts, drainage ditches, turnouts, settling pond areas, and catch basins.

Culverts- inspected every spring; cleaned as needed. Culverts associated with drainage ditches may be replaced when collapsed or likely to collapse once an inspection has been made by the Sandisfield Conservation Commission to confirm the absence of a jurisdictional stream (intermittent or perennial). No culvert work may take place under this bundled NOI for work within jurisdictional streams (intermittent or perennial).

Drainage Ditches- inspected every month and after heavy rains; cleaned as needed.

Turnouts- inspected every month and after heavy rains; cleaned as needed.

Settling Pond Areas- inspected every month and after heavy rains; cleaned as needed.

Catch Basins- inspected early spring; cleaned on a rotational basis and usually every other year. Problem catch basins are cleaned more often, as needed.

PROJECT TRACKING

Each year the applicant shall submit to the Conservation Commission a list of anticipated projects to be performed under this bundled NOI. The list shall include street names, easily identifiable landmarks or street addresses, all resource areas types within which the activity will occur and a description of the work or project.

At the end of each year the applicant may submit in writing a request for a Partial Certificate of Compliance for all work completed in that year. The request shall identify any work that has not been started or completed.

EQUIPMENT LIST

Dump truck, Sweeper, Loader, Backhoe, Grader, roller, Water Tank, Sander, Highway Mower. Silt fence, haybales, straw bales, and non-invasive erosion control seed mix, as needed. Vacuum truck rental for cleaning of catch basins.



BUNDLED NOTICE OF INTENT NOTIFICATION PROCEDURE

As stated in the April 8, 1994 "*DEP Guide to Abutter Notification*", a genuine hardship might arise in regards to abutter notification regarding road and highway projects, which involve long narrow pieces of land. Such is the case for the Bundled Notice of Intent (NOI) being submitted for the Sandisfield Department of Public Works. The NOI covers routine maintenance and repairs for town roads within Sandisfield, MA.

In compliance with the abutter notification required under 310 CMR 10.05 and in acknowledgement of the hardship associated with the standard method of abutter notification, the Sandisfield Department of Public Works will post the attached abutter notification at Town Hall at least two weeks prior to the Conservation Commission public hearing. The notification will be placed such that it is visible to the public and in a location where all other legal notices and meeting agendas are posted.

Please note that in addition to the above notification, the Sandisfield Conservation Commission will publish a legal notice in the local newspaper at least 5 days prior to the public hearing.



**ABUTTER NOTIFICATION
TOWN OF SANDISFIELD, MA**

In accordance with the Massachusetts Wetlands Protection Act MGL Chapter 131, Section 40 and Pursuant to 33 U.S.C. 1341 and M.G.L. c. 21 §43 you are hereby notified of the following:

The Sandisfield Department of Public Works has filed a Notice of Intent (NOI) with the Sandisfield Conservation Commission and the MA Department of Environmental Protection for various roadway maintenance and repair activities. These activities may be located within Bank, Bordering Vegetated Wetlands, Land Subject to Flooding, Riverfront Area, and/or Buffer Zone. In addition, some activities may be located within MA Natural Heritage and Endangered Species Program (NHESP) Priority Habitats for Rare Species and Estimated Habitat for Rare Wildlife. As such, a copy of the NOI has been simultaneously submitted to MANHESP for review.

Further information about the Notice of Intent and public hearing may be obtained from the Sandisfield Conservation Commission at (413)258-4901. You may also contact Emily Stockman of Stockman Associates LLC at (413) 743-1372 or the Springfield office of the Department of Environmental Protection at (413) 784-1100.

NUMBER: 258-25

THE COMMONWEALTH OF MASSACHUSETTS
Town of Ludlow

2025

FEE: \$50.00

ENTERTAINMENT LICENSE

In accordance with the provisions of Chapter 140 of the General Laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to: **Ludlow Coffee Co.** to conduct the amusements as herein described in connection with his/her regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, and other establishments on the premises owned by:
Kayla Gates, 135 East Street, Ludlow

Description of amusements to be conducted: Live entertainment, radio, television
To be conducted on week days and/or weekends between the hours of: Regular business hours

This LICENSE is granted as subject to the provisions of the General Laws, Chapter One Hundred and Forty, Sections Twenty-Two to Thirty-Two inclusive, and of Chapter Two Hundred and Seventy-Two, Sections Twenty-Five to Twenty-Seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

LICENSE granted by

Date: October 7, 2025

EXPIRES: DECEMBER. 31, 2025

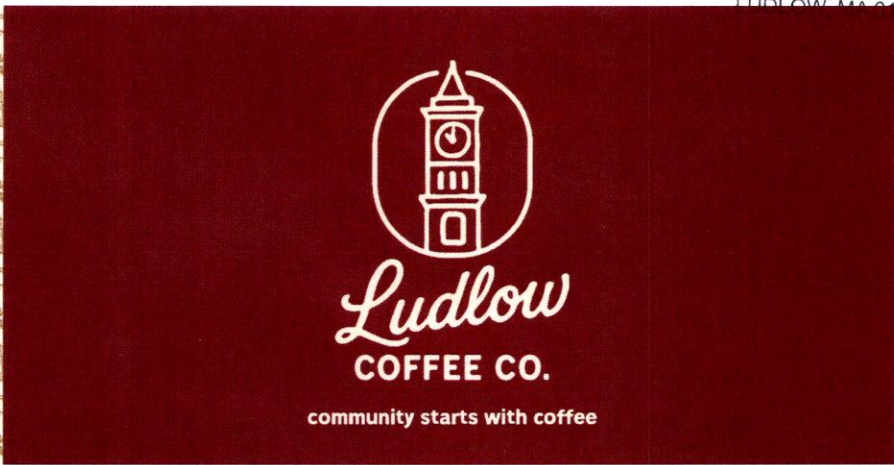
Select Board

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

RECEIVED

SEP 15 2025

SELECT BOARD
LUDLOW, MA 01056



RE: Entertainment License for Ludlow Coffee Co.

9/15/2025

To the Town of Ludlow Selectboard,

Ludlow Coffee Co. would like to apply for an Entertainment license with the town. The license will be used for the following purposes, as shown in the application:

- **Recorded music-** To play music from a speaker in our coffee shop during regular business hours
 - 6am to 4pm every Tuesday through Sunday (closed on Mondays)
- **Live Entertainment-** To host events in our coffee shop. These events will be more infrequent, but will be held between the hours of 4pm and 8pm on weekdays and 12pm to 8pm on weekends. Examples of live entertainment we would have are below!
 - Acoustic sets by local musicians
 - Open mic night
 - Comedy show

Thank you for your consideration!

Best,

Kayla Gates, Steph DeFina, and Matt Gates with Ludlow Coffee Co.



RECEIVED
SEP 15 2025
SELECT BOARD
LUDLOW, MA 01056

Town of Ludlow, Massachusetts
Office of the Select Board
Marc Strange, Town Administrator

APPLICATION FOR ENTERTAINMENT LICENSE

This application must be completed and returned to the Select Board's Office, 488 Chapin Street, Ludlow, MA 01056.

NAME OF OWNER/MANAGER Kayla Gates

NAME OF BUSINESS Ludlow coffee Co.

FID # 33-3988724 TELEPHONE NUMBER 413-388-6198

E-MAIL ADDRESS Kayla@ludlowcoffee.co.com

ADDRESS WHERE BUSINESS IS LOCATED 135 East St.
Ludlow, MA 01056

Please indicate any type of the following entertainment to be conducted in your establishment:

Dancing by patrons _____ Live Entertainment ☒

Recorded or live music ☒

Radio Business _____ Personal use _____

Television Business _____ Personal use _____

Other _____

To be conducted during the hours of: 6am - 8pm

Weekdays Yes Sundays Yes

Kayla Gates
Signature of Owner/Manager or Corporate Officer

NUMBER 259-25

FEE \$50

THE COMMONWEALTH OF MASSACHUSETTS

Town of Ludlow

This is to Certify that Cottage Melts at 1327 East Street, Ludlow, MA

IS HEREBY GRANTED A SPECIAL LICENSE

FOR THE SALE OF WINES AND MALT BEVERAGES ONLY. TO BE DRUNK ON THE PREMISES

Under Chapter 138, Section 14, of the Liquor Control Act

FOR: Sip & Shop Event to be held on November 2, 2025, from 12:00 p.m. – 6:00 p.m.

The license is granted in conformity with the Statutes and ordinances relating thereto, and
Expires 11/2/2025 at 6:01 p.m. unless sooner suspended or revoked.

DATE: 10/7/2025

SELECT BOARD

NUMBER 259-60

FEE \$50

THE COMMONWEALTH OF MASSACHUSETTS

Town of Ludlow

This is to Certify that Cottage Melts at 1327 East Street, Ludlow, MA

IS HEREBY GRANTED A SPECIAL LICENSE

FOR THE SALE OF WINES AND MALT BEVERAGES ONLY, TO BE DRUNK ON THE PREMISES

Under Chapter 138, Section 14, of the Liquor Control Act

FOR: Sip & Shop Event to be held on November 14, 2025, from 12:00 p.m. – 6:00 p.m.

The license is granted in conformity with the Statutes and ordinances relating thereto, and
Expires: 11/14/25 at 6:01 p.m. unless sooner suspended or revoked.

DATE: 10/7/2025

SELECT BOARD

NUMBER 261-25

FEE \$50

THE COMMONWEALTH OF MASSACHUSETTS

Town of Ludlow

This is to Certify that Cottage Melts at 1327 East Street, Ludlow, MA

IS HEREBY GRANTED A SPECIAL LICENSE

FOR THE SALE OF WINES AND MALT BEVERAGES ONLY, TO BE DRUNK ON THE PREMISES

Under Chapter 138, Section 14, of the Liquor Control Act

FOR: Sip & Shop Event to be held on November 22, 2025, from 12:00 p.m. – 6:00 p.m.

The license is granted in conformity with the Statutes and ordinances relating thereto, and
Expires: 11/22/2025 at 6:01 p.m. unless sooner suspended or revoked.

DATE: 10/7/2025

SELECT BOARD

NUMBER 262-25

FEE \$50

THE COMMONWEALTH OF MASSACHUSETTS

Town of Ludlow

This is to Certify that Cottage Melts at 1327 East Street, Ludlow, MA

IS HEREBY GRANTED A SPECIAL LICENSE

FOR THE SALE OF WINES AND MALT BEVERAGES ONLY, TO BE DRUNK ON THE PREMISES

Under Chapter 138, Section 14, of the Liquor Control Act

FOR: Sip & Shop Event to be held on December 6, 2025, from 12:00 p.m. to 6:00 p.m.

The license is granted in conformity with the Statutes and ordinances relating thereto, and
Expires: 12/6/2025 at 6:01 p.m. unless sooner suspended or revoked.

DATE: 10/7/2025

SELECT BOARD

ONE DAY PERMIT APPLICATION

RECEIVED

TYPE OF ACTIVITY: SIP & SHOP SEP 29 2025

PERMITS REQUESTED (check all that apply):

SELECT BOARD
LUDLOW, MA 01056LIQUOR: Beer & Wine ☒ All Alcoholic ☐ MUSIC & DANCE ☐ OTHER ☐NAME OF ORGANIZATION: COTTAGE MELTSCONTACT PERSON: DILLON HALVORSEN TELEPHONE NO.: 413-668-7682ADDRESS: 1327 EAST STREETEVENT BEING HELD AT: COTTAGE MELTSADDRESS: 1327 EAST STREETDAY/DATES REQUESTED: 11/02/25, 11/14/2025, 11/22/2025, 12/06/25RAIN DATE IF NECESSARY: N/AEXPECTED TIME: BEGINNING 12:00 pm ENDING 6:00 pmNUMBER OF ATTENDANCE EXPECTED: 80

Ludlow Police Chief, on behalf of the Select Board, has the right to determine the amount of police protection for each event to ensure proper crowd control.

Ludlow Fire Chief, on behalf of the Select Board, has the right to determine if a fire watch or ambulance detail is needed at the event.

Where liquor is being served and crowds exceed 1,000 people:

- Crowds that are over 1,000 requires four (4) officers assigned at detail rate
- Crowds that exceed 2,000 requires six (6) officers assigned at detail rate
- Crowds that exceed 4,000 additional officers will be assigned at the discretion of the Chief of Police.
- There will be clearly posted signs stating "no weapons allowed" and "all bags are subject to search".

Where liquor is served, every applicant must submit an Insurance Certificate in the amount of one million dollars for each event.

All forms must be complete and submitted to the Select Board at least four (4) weeks prior to the event date requested.

Application must be signed by a duly authorized officer of the corporation.

Payment of Police Officers and/or Firefighters is the responsibility of the organization requesting the permits and must be paid in full three (3) days prior to the event.

Applicant agrees to release and hold the Town of Ludlow harmless from any liability arising out of the use herein described.

SIGNED: Dillon Halvorsen DATE: 9-26-25

Amy Kurtz

From: Marc Strange
Sent: Tuesday, September 16, 2025 10:37 AM
To: Carrie Ribeiro
Cc: Amy Kurtz
Subject: Re: Veterans New Position through the VFW Grant

Yep. 10/7.

AK:

—Board to discuss and possibly approve new grant-funded Veterans Office position

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

Please be advised that the Massachusetts Secretary of State and the Massachusetts Attorney General consider e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

From: Carrie Ribeiro <cribeiro@ludlow.ma.us>
Sent: Tuesday, September 16, 2025 10:34 AM
To: Marc Strange <mstrange@Ludlow.ma.us>
Subject: Veterans New Position through the VFW Grant

Good morning-

We agreed that this has to go before the SB for approval because the Town will eventually own this position when the grant runs out, correct?

If so, can we get it on for the first meeting in October?

thanks



Town of Ludlow Massachusetts

Carrie Ribeiro, SPHR

Assistant Town Administrator/HR Director

Town of Ludlow

488 Chapin Street

Ludlow, MA 01056

Voice: (413) 583-5600, Ext. 1239

Fax: (413) 589-7413

cribeiro@ludlow.ma.us

www.ludlow.ma.us



Town of Ludlow Council on Aging

*228 State Street
Ludlow, Massachusetts 01056
(413) 583-3564*

RECEIVED

SEP 19 2025

SELECT BOARD
LUDLOW, MA 01056

*Jodi Zepke
Executive Director*

*E-mail: jzepke@ludlow.ma.us
Fax: 413 583-5658*

September 18, 2025

RE: Age & Dementia Friendly Ludlow Action Plan Draft

Dear Amy,

I have enclosed several copies of the *Age & Dementia Friendly Ludlow Community Assessment and Action Plan (DRAFT)* for review by the members of the Board of Selectmen. This draft was developed collaboratively with the Age & Dementia Friendly Ludlow Working Group and incorporates valuable input from more than 100 older adults who participated in listening sessions at the Ludlow Senior Center.

Becky Basch from the Pioneer Valley Planning Commission has been instrumental in developing this plan, and we would greatly appreciate the Board's input and suggested edits. Please feel free to note any sections or proposed actions you feel may not be viable or appropriate.

We kindly request your feedback by **October 1, 2025**, so we may move forward with finalizing the plan.

Thank you for your time and thoughtful consideration of this important initiative.

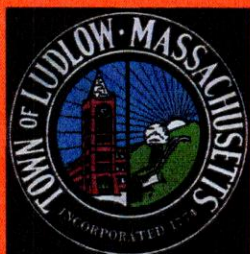
Sincerely,

Heather Jolicoeur
Assistant Director
Ludlow Senior Center
hjolicoeur@ludlow.ma.us



Age and Dementia Friendly Ludlow

COMMUNITY ASSESSMENT AND ACTION PLAN



DRAFT 9-9-25



Pioneer Valley
Planning Commission

Acknowledgements

This Community Assessment and Action Plan for making Ludlow an Age and Dementia Friendly Community was developed through funding from Point32Health. This project could not have been completed without the hard work and dedication of the Age and Dementia Friendly Working Group that included the following individuals:

- Heather Jolicoeur, Assistant Director, Ludlow Senior Center
- Lorraine Askew
- Fernando Barroso
- Kim Batista
- Jean Deschaine
- Antonia Foisy
- Roz Forti
- Danielle Gotta
- Debbie Johnson
- Walter Kiel
- Angela Kramer, Ludlow Town Nurse
- Jeff Lavoie
- Bob Mishol
- Daniell Nadeau
- Bill Nowak
- Diane Peacey
- Glenn Potter
- Bob Radowski
- Melissa Rickson
- Vanessa Roxo
- Lisa Wegiel

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Introduction

This Age & Dementia Friendly Community Assessment and Action Plan was developed with assistance from the Pioneer Valley Planning Commission through funding from Point32Health. The Town applied for Age Friendly Community status through AARP in January of 2025, and a working group made up of residents, members of the Ludlow Council on Aging; representatives from People's Bank, ...; the Ludlow Fire Department, ---advised PVPC staff on how best to engage older residents. Engagement was conducted mainly at two listening sessions hosted by the Senior Center with ice cream sponsored by local banks. Table surveys were also distributed at the listening sessions and turned in by participants at the end of the listening sessions.

The report is organized by the Domains of an Age and Dementia Friendly Community, a model developed by the Massachusetts Healthy Aging Collaborative that combines the World Health Organization's Eight Domains of Livability and Dementia Friendly America's Ten Domains of a Dementia Friendly Community. Although communities do not have to develop Action Plans for every domain in this model, assessing where communities are in each domain area can be helpful to establish a baseline understanding of the social and built environments and help participants measure progress going forward.

In addition to feedback gathered through community engagement efforts, this report draws from existing plans and assessments that have been completed for the Town. Action Plan priorities were selected by the Age and Dementia Friendly Working Group and were based on the priorities that rose to the top during the community engagement process and by the feasibility of implementing actions based on staff capacity and funding. Longer-term actions may require additional funding or support from the Town.

Background

According to data collected in the Massachusetts Healthy Aging Collaborative's Community Profile (2025)¹, the town of Ludlow has a population of 20,883, of which 21.4% are over the age of 65 and 29.2% are over the age of 60. The majority (95.2%) of the population is White, with 3.6% Asian and 1.1% identifying as being Hispanic (of all races). Ludlow has seen a slight increase in diversity since 2016², when the 98.7% population was White. Health data from 2025 shows that Ludlow has higher rates of several chronic diseases anemia, chronic kidney disease, chronic obstructive pulmonary disease (COPD), congestive heart failure (CHF), diabetes,

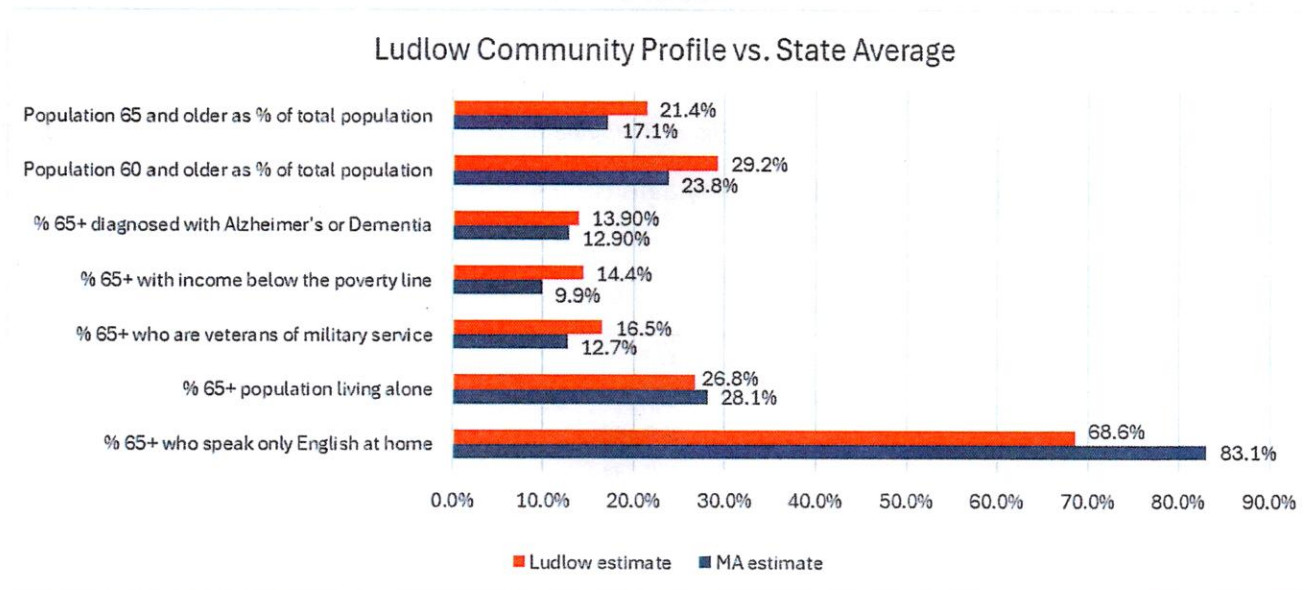
¹ 2025 Mass Healthy Aging Community Profile, data from (2018-22) 5-yr ACS

² 2018 Mass Healthy Aging Community Profile, data from (2012-16) 5-yr ACS

hypertension, osteoarthritis/rheumatoid arthritis than the state average. Ludlow has a large Portuguese population, and only 68.6% of the population over the age of 65 speaks only English at home.

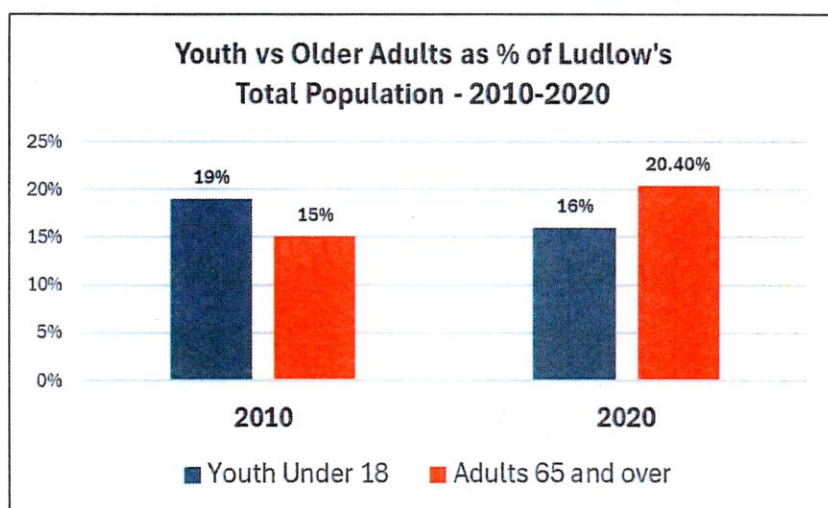
Figure 1 - Health and population data for Ludlow compared to state averages.

(Source: Massachusetts Healthy Aging Collaborative 2025 Community Profiles)



The number of people 65 and older living in Ludlow has grown from 3,596 in 2010 (17% of the total population) to 4,334 in 2020 (20% of the total population), showing an increase of more

Figure 2: Change in Population Age Groups as a % of Total Population



than 20% over the ten-year period.³ The population of children under 18 became a smaller portion of the total population during this same period, decreasing from 19% to 16% (Figure 2).

³ American Community Survey 5-year estimates (2006-2010 and 2016-2020)

Although the Town has not updated its Master Plan since 2011, the 2011 Plan included significant data and language in support of healthy aging in the community including the following data:

- Mirroring demographic trends statewide, the percentage of elderly residents is expected to increase. The aging population in the town may create different housing and social service needs in the coming decades.
- Over 60% of the Ludlow households who earned less than \$35,000 a year were headed by a householder age 65 years or older.

Figure 3: Population age groups as % of total population (2010-2020).

Table 6: Median Household Income by Age Group

<i>Median house hold Income</i>	<i>\$65,176</i>
Householder under 25 years	\$76,638
Householder 25 to 44 years	\$72,423
Householder 45 to 64 years	\$75,894
Householder 65 years and over	\$31,629

- Almost four percent of all Ludlow families, 4% of all Ludlow children, and 4% of Ludlow residents' age 65 years or older were also below the poverty line over this same period.

Review of Existing Reports

In addition to the 2021 Master Plan, PVPC staff reviewed other planning documents to assess how the Town has been planning for an aging population. Reports included the Town's 2022 Hazard Mitigation Plan, the 2023 Open Space and Recreation Plan, the 2019 Housing Production Plan, and the Health Department's 2023 Community Health Needs Assessment. Review of these reports provides important context regarding how the Town and community boards are working toward building a more livable community. Excerpts from these plans are included in the pertinent sections of this report.

Community Engagement

Older adults were engaged during the development of this Community Assessment and Action Plan through listening sessions held at the Ludlow Senior Center, a table survey distributed during the listening sessions, and regular meetings of the Age and Dementia Friendly Ludlow Working Group. The Working Group met regularly to plan for listening sessions, review survey questions, and drafts of the final report. Once this report has been finalized and submitted to AARP and Dementia Friendly Massachusetts (MCOA), the Task Force will continue to oversee

the progress of implementing the strategies included in the Action Plan. Successes will be reported to AARP and Dementia Friendly Massachusetts.

Listening Sessions

Two listening sessions were held at the Ludlow Senior Center after congregate lunches with incentives of with free ice cream (sponsored by area banks), and raffle items (sponsored by the COA and Senior Center) to ensure strong participation. The first session, held in March of 2025, focused on the built environment: Housing, Buildings and Outdoor Spaces, and Transportation infrastructure (mainly walking and biking) and was attended by approximately 20 people attended this listening session. The second listening session, held April of 2025, focused on Health and Community Services, Transportation Services, Communication, the Social Environment and Public Safety. More than 30 people, including several whose primary language is Portuguese, attended the second event. At each session, attendees split into breakout groups facilitated by members of the Task Force to discuss the assets and challenges related to each topic. Findings from each listening session are included in the respective domain sections of this report.



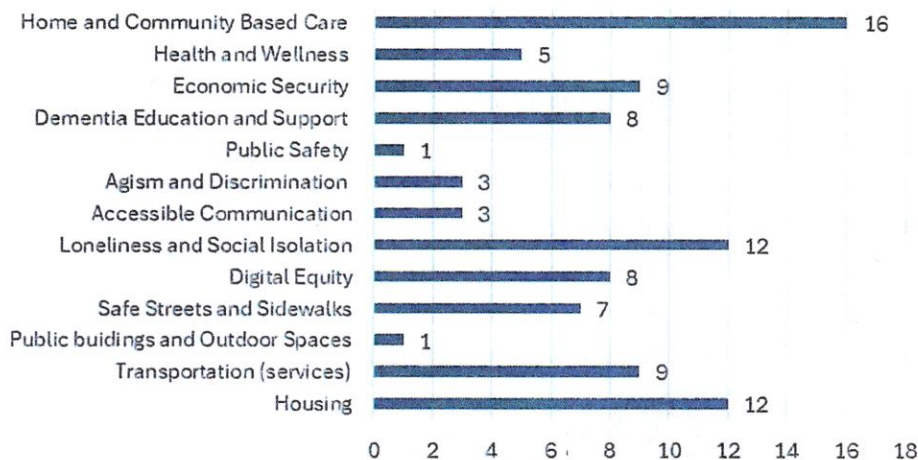
Figure 4: Listening Session on the Social Environment, April 2025

Age and Dementia Friendly Ludlow Table Survey

The Task Force determined that residents were experiencing “survey fatigue” so decided that a town-wide survey would not be a good use of resources. Instead, a short survey of key health and social concerns was distributed to participants at listening sessions to gather

Survey respondents were asked to select the top three challenges that older adults face in Ludlow. Home and Community-Based Care, Loneliness and Social Isolation, and Housing were the top three challenges identified by participants in both listening sessions.

Ludlow Table Survey Responses



The Domains of an Age and Dementia Friendly Community

The World Health Organization developed a model for assessing a community's ability to support an aging population through assessment of domains of livability, or elements of the physical and social environments that are key determinants of whether people can remain healthy, independent and autonomous as they age. The original model included Eight Domains of Livability for an Age Friendly Community. Over time communities found that it made more sense to plan around domains of the community that impact their abilities to be both Age and Dementia Friendly. The Massachusetts Healthy Aging Collaborative (MHAC) modified the Eight Domains of Livability into the Domains of an Age and Dementia Friendly Community, which includes nine domain areas. Some communities have also added domains such as Food Security or Financial Stability to the suggested domain areas.

The MHAC Domains of an Age and Dementia Friendly Community are reminiscent of the Social Determinants of Health model which estimates the impacts of the built and social environments, or places where one lives, works and plays, have greater impact on one's health than clinical care.

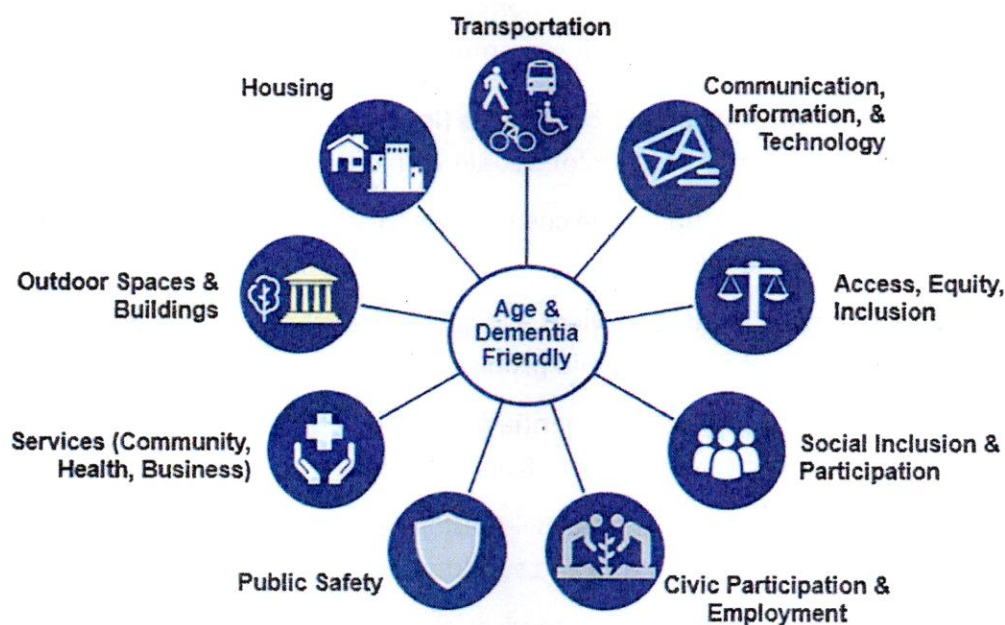


Figure 5: The Domains of an Age and Dementia Friendly Community
(Mass Healthy Aging Collaborative)

We have used the MHAC model to assess where Ludlow is in terms of the policies, programs, systems and environments that support older adults in each of the domain areas. The model is helpful in considering elements of a community that extend beyond the built environment and that are critical to the needs of older adults, but also contribute to healthy, active, more livable communities.

Ten Sectors of a Dementia-Friendly Community

As populations age, the number of people diagnosed with Alzheimer’s or other forms of dementia also increases along with the need for understanding of the signs of dementia, and how to work with and support people with dementia and the people who care for them. It is important for many sectors of the community to be educated about the signs of dementia and for communities to provide safe and comfortable spaces where people with dementia and their caregivers can meet or seek respite care. Dementia Friendly America is a national network of communities, organizations and individuals seeking to ensure that communities across the country are equipped to support people living with dementia and their caregivers. Dementia Friendly Communities foster the ability of people living with dementia to remain in community

and engage and thrive. Dementia Friendly America lists ten sectors that should be considered in the process of creating a dementia friendly community⁴:

1. **Transportation, Housing and Public Spaces** (local government) – Infrastructure that makes communities more livable for people with dementia and their caregivers.
2. **Businesses** – Dementia supportive customer service, environments and policies that support employee caregivers.
3. **Legal and Advance Planning Services** – Legal services that help vulnerable clients express their wishes early and avoid problems such as unpaid expenses.
4. **Banks and Financial services** - Dementia friendly practices that help maintain clients' independence while protecting them from problems.
5. **Neighbors and Community Members** – Raising awareness to help neighbors and community members understand and support people living with dementia.
6. **Independent Living** – Home-based services available to maximize independence and promote autonomy and a high quality of life.
7. **Communities of Faith** – Faith communities use dementia friendly practices to provide a welcoming, compassionate environment and spiritual connection.
8. **Care throughout the Continuum** – Early diagnosis of dementia and ongoing medical care; patient education; and connecting patients and their caregivers with community resources that promote quality of life.
9. **Memory Loss Supports and Services** – A spectrum of settings and services needed by people with dementia – from long-term care facilities and assisted and independent living residences, to home care, adult day services, and hospice care.
10. **Emergency Planning and First Response** – Community planning and family preparation considers safety, security, and needs of people with dementia in disaster planning and emergency response. The domains of an Age & Dementia Friendly Community model include some of these ten Dementia Friendly Sectors. It is important for communities to plan for people with dementia while preparing for more livable communities, as data indicates that the numbers of people with dementia will continue to rise as the population ages. This Community Assessment highlights areas within the Domains of an Age and Dementia Friendly Community where supports or environments should consider people with dementia as well as older adults.

⁴ <https://www.dfamerica.org/what-is-dfa>

Dementia Friendly Initiatives in Ludlow

The Ludlow Senior Center is working on starting a caregiver support group and began offering a memory café in May 2024 for people with dementia and their care partners. The Assistant Director of the Senior Center is a Dementia Friends Champion and holds regular trainings for others who want to be Dementia Friends.

Goals and Actions for a Dementia Friendly Community

Goal 1: Build awareness, acceptance, and a culture of support for people living with dementia and the people who care for them.

Actions

- 1.1. Develop a committee focused on dementia awareness to coordinate education and outreach to expand awareness about dementia.
- 1.2. Hold Dementia Friends trainings for community members as well as all sectors of municipal government and public facing businesses and organizations. Recruit volunteers to become Dementia Friends Champions who can provide trainings to others.
- 1.3. Work with the Alzheimer's Association and other entities that provide education on dementia to schedule trainings on how to recognize signs of dementia and communicate with people with dementia as well as trainings specific to municipal staff, businesses, etc.
- 1.4. Research examples of voluntary registries or shared database of people living with dementia or other conditions requiring extra assistance for use by emergency services. Conduct outreach to all households to invite people to register their information in the database.
- 1.5. Encourage spouses or family caregivers of people with dementia to carry information about the family member with dementia in case of emergency.
- 1.6. Continue to provide education about the File of Life and develop a system to ensure that older residents fill these out and keep them up to date and in a visible location.

Housing

The availability of a variety of housing options – single-family homes, condominiums, affordable apartments, senior living communities, and long-term care or memory care facilities – plays a crucial role in facilitating the ability of older residents to remain in their communities as they age.

As older adults begin to make up a greater share of the population, household sizes change with many people living alone or with one other person. Housing that is conducive to the changing needs of people as they age should offer physical accessibility and independence as well as fostering a sense of community and connection to the town's social fabric. As people begin to lose cognitive or physical abilities, they may need support with basic tasks such as home maintenance, cooking, cleaning, yard work, or personal care as well as access to healthcare or nursing homes when living at home is no longer possible.

During the listening session on Housing and the Built Environment, participants voiced concerns that paralleled many statewide issues: long wait lists for affordable housing; accessibility; and challenges for older residents aging in place including financial insecurity due to rising property taxes, home repairs, and fuel costs; and the need for assistance with home maintenance and a list of trusted service providers. Some participants commented that existing senior housing was too small and did not include enough space for storage of bikes or other items.

On the positive side, the Town does currently have a diversity of housing options for older adults including over 150 affordable units for older adults; 1- and 2-bedroom apartments for people over 55 at the renovated Ludlow Mills property; and one Continuum of Care Community (Keystone Commons) which provides independent and assisted living units as well as Memory Care. Those who are aging in place can access services through the Senior Center, Access Care Partners, and private home care providers.

Affordable Housing

During the writing of this report, the Town was in the process of developing an update to their Housing Production Plan which provides a detailed analysis of housing needs and opportunities for increasing the inventory of housing of all levels of affordability in Ludlow. The recommendations included in the Housing Production Plan (HPP) will help the Town to make progress toward the goal of having at least 10% of the total housing stock be affordable to individuals and families who earn up to 80% of the area median income. In 2023, Ludlow's Subsidized Housing Inventory (SHI) was only 3.3% of the Town's total housing stock.

The Ludlow Housing Authority manages four subsidized housing properties, with a total of 158 units, 78 of which are specified for elderly or disabled residents. In addition, Way Finders manages two properties with a total of 71 one- and two-bedroom units. At listening sessions, we learned that some residents felt that many of the subsidized senior housing options were very small and wait times to get in were unmanageable.

Subsidized Senior Housing in Ludlow

Ludlow Housing Authority

Colonial Sunshine Manor

- 76 garden-style, one-bedroom units (elderly)

State Street Development

- 40 garden style one-bedroom units

Chestnut Street Development

- 30 one-bedroom units and 2 elderly units

Family Homes

- 3 two-bedroom units, 5 three-bedroom, 2 four-bedroom units

Way Finders Developments

Stephens Memorial Apartments

- 28 one-bedroom units in historic former recreation building for Ludlow mill workers

188 Fuller Street Town Homes

- 43 one-, two- and three-bedroom units expected completion this year



The Town of Ludlow recently updated their Housing Production Plan which includes a more detailed analysis of existing housing units, areas for potential development, and estimated housing needs based on the current population and projected growth or change over time. Based on the listening sessions, older residents have expressed the need for housing that would enable them to downsize and stay in the community with fewer maintenance concerns. More independent living facilities and senior apartments that would allow older residents to remain in the community with some level of support are also of interest, especially if they are affordable to all income levels.

Continuum of Care Communities

As people age, they are more likely to acquire cognitive or physical impairments that require them to have help at home or to move into a facility that offers various levels of care. Continuum of Care Communities (CCCs) are designed to enable people to live independently with increasing levels of assistance as needed. Starting with "Independent Living" and progressing to Assisted Living, Memory Care and/or full-time skilled nursing care which can provide assistance with daily living tasks including eating, dressing and bathing, CCCs can offer

older adults and their families some assurance that their needs are being met and monitored on a daily basis. Ludlow hosts one CCC, Keystone Commons, which provides independent, assisted living, and memory care options.

Although some long-term care facilities allow payment through Medicare or Medicaid, most private facilities are only affordable to people who have substantial investments or help from family members. Independent and assisted living facilities can cost between \$4,000 and \$8,000 per month depending on the services provided. Those with higher levels of services such as memory care or full-time nursing care can cost \$8,000 to \$15,000 per month.

Aging in Place

Older residents who continue to live in their homes are effectively “aging in place” in their community rather than moving to a facility that provides some level of care. As people start to lose the ability to maintain their homes and complete basic tasks of daily living, they may need additional support to continue to maintain their independence at home. Support can range from assistance with basic tasks such as shoveling snow or grocery shopping, to help with meals and rides, to full-time nursing care.

Older adults may experience difficulty with balance and mobility. Dementia can also cause loss of spatial awareness which can lead to falls. Home safety assessments and home modifications are a good way to prevent injuries for people aging in place. Loans for home modifications that improve accessibility such as wheelchair ramps or walk-in showers are available to homeowners who meet income guidelines. However, loan programs generally require that a lien be placed on the home and are not available for people living in rental units. Valley Community Development Corporation (Valley CDC) is the agency that services the Home Modification Loan Program for Ludlow and offers occasional workshops about the program at the Senior Center.

The financial strain of living in one’s home after the loss of a spouse or retiring and living on a fixed income is a concern for many older residents. The Town offers a Senior Work Abatement Program (SWAP) which allows older residents to work a limited number of hours to reduce their property tax burden. Although cities and towns in Massachusetts may allow residents to work off up to \$2,000 in property taxes, Ludlow currently offers \$900 per person and does not have income requirements for people to participate in the program. In 2024, seventy-six people participated in the SWAP to reduce their property taxes.

Housing Goals and Actions

Goal 2: Ensure that Ludlow residents may continue to live in the community in their later years by supporting development that provides an adequate mix of housing types for all incomes and abilities, and programs that allow people to stay in their homes as they age.

Actions

- 2.1 Ensure that new housing for older adults meets standards of accessibility. Consider adding requirements for developers to include “age ready” features with new and adaptive reuse projects, and encourage a variety of unit sizes, storage space, places to store bikes, connections to sidewalks or places to walk, access to transportation services and digital connectivity.
- 2.2 Encourage the Town to review the status of subsidized housing units and research mechanisms for maintaining perpetual affordability rather than converting to market rate housing.
- 2.3 Connect residents with Access Care Partners or other service providers who can assist with prevention of eviction or foreclosure; assist people with filling out applications for affordable units.
- 2.4 Continue to provide information about grants or loans for home modification, and resources for evaluating homes for safety and accessibility for people aging in place.
- 2.5 Provide educational programming on how to find and hire a contractor for people who need repairs and basic maintenance completed on their homes.
- 2.6 Ensure that all older homeowners are familiar with the Senior Work Abatement Program (SWAP) and eligible volunteer opportunities. Expand the program as needed to enable additional residents to participate. Use income limits used in state circuit breaker program to prioritize program participants.
- 2.7 Investigate the possibility of starting a local or regional Village or Neighbors program which would include volunteer opportunities for active elders to help people aging in place with basic tasks such as yard work, snow shoveling, etc.
- 2.8 Collaborate with Access Care Partners and local banks to provide trainings on financial management in conjunction with options counseling.

Transportation

The decision to stop driving can be one of the most difficult transitions that comes with aging. Slower reaction times, difficulty seeing at night, and cognitive impairments are only a few of the challenges that people may face as they age, and that make driving more difficult and potentially dangerous. Features on newer automobiles such as backup cameras and distance

monitors can help with some of the difficulties with aging, and often people choose their own methods of dealing with the changes such as not driving at night or avoiding left-hand turns. Eventually some people make the decision to stop driving and rely on friends or family members to drive them or use public transportation or other transportation services available in the community.

As people age, a continuum of assistance may be needed as people transition from being independent and driving themselves, to not driving and taking public transit, to needing help getting to the door and then through the door. When people can use public transit and walk to transit stops or other destinations, it is important to have good lighting and safe walking routes with shoulders or well-maintained sidewalks (shoveled in the winter) on busier roads. When people face mobility limitations, they may require paratransit or private transportation services, and in some cases caregivers to assist them into and out of vehicles.

The Ludlow Senior Center provides van service for older residents Monday-Friday from 8:30 a.m. to 3:30 p.m. Rides must be reserved 24 hours in advance and cost \$0.50 each way for service to and from the Senior Center and \$0.75 one-way for other in-town destinations. The Senior Center also organizes day trips from the Senior Center.

Transportation Services

The Pioneer Valley Transit Authority (PVTA) provides limited fixed route bus service in Ludlow. The B6 bus provides transportation between Union Station in Springfield and Encompass Health and the Ludlow Big Y; and the new X94 (Outer Crosstown) bus connects Ludlow Big Y and East Longmeadow Big Y and provides service along Chapin St and East St in Ludlow, Parker St in Springfield, and Elm St, Mapleshade Ave, and N Main St in East Longmeadow. The PVTA offers **on demand van service for people who are 60 and over**, and **paratransit van service** for people with disabilities (after they fill out an application). These services are available in communities served by PVTA fixed route buses and must be reserved in advance. PVTA's Travel Trainers are available to offer

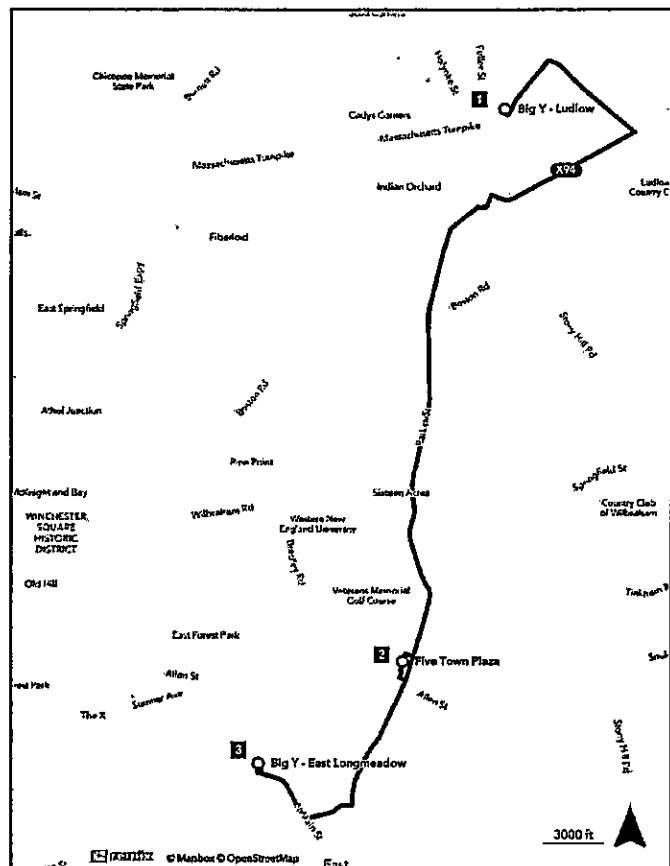


Figure 6 - Fixed route bus service offered by PVTA (see <https://www.pvta.com/tripPlanner.php> for more route information)

orientation talks or one-on-one training for people who are new to the public transportation system.

Infrastructure for Walking, Biking and Rolling

Many older adults choose to live within walking distance of stores, services or other amenities such as parks so that they can continue to be active and independent without having to drive. According to a website application that measures walkability, the area around the Ludlow Senior Center is rated at 64 (out of 100 - Somewhat walkable) and a bike score of 39 (somewhat bikeable). This score is based on a number of factors including population density, nearby amenities and road metrics such as block length and intersection density. The calculation does not measure the existence and condition of sidewalks or pedestrian crossings which are critical pedestrian safety.

During the listening session on Housing and the Built Environment, participants discussed the need for a better sidewalk network. Priority challenges also included a lack of restrooms in public places, a lack of safe places to walk, poor sidewalk maintenance near the Town Hall, and drivers not stopping at crosswalks.

The Town of Ludlow does not yet participate in the Complete Streets program which allows cities and towns in Massachusetts to apply for funds to develop a Complete Streets Prioritization Plan and for implementation funds to improve facilities for walking, biking, and public transit.

The 2011 master plan noted that the need to improve pedestrian safety. High traffic volumes and speeds and congestion on major roads and bridges contributed to adverse conditions for pedestrians. In 2023, PVPC completed a Vulnerable Road Users Safety Study on East Street in at the intersection of Windsor and Hampden Streets near the East Street School. Between 2014 and 2023, there were 279 crashes within the study area and five crashes involving bicycles or pedestrians. Recommendations from the study included:

- Repairing pavement on Merrimac and Cambridge Streets and installing new signs and pavement markings



Figure 7 - Walking and biking score in the area around the Ludlow Senior Center (source: <https://www.walkscore.com>)

- Updating the length and extent of the school zone on East Street, updating signs and pavement markings near the school
- East Street School should get involved in Safe Routes to school to organize education and outreach to parents about traffic plans
- Eliminate parking on both sides of East Street in the vicinity of the crosswalk and install appropriate pavement markings
- Bring sidewalks along East Street corridor into compliance with the Americans with Disabilities Act (ADA)
- Traffic calming measures and advance warning signs along East Street to reduce travel speeds

Transportation Goals and Actions

Goal 3: Ensure that transportation services are available and information on how to use them is easily accessible for residents of all ages and abilities to allow access to food, medical appointments, employment, education, and social connections.

Actions

- 3.1 Investigate the need for adding smaller vehicles to the Senior Center transportation fleet or adding a volunteer driver program to fill in need for rides to and from appointments. Work with health care providers to develop solutions and share resources.
- 3.2 Provide regular orientation on existing services through PVRTA (on demand and fixed route services), Senior Center vans, and ride share programs for older adults and people with disabilities.
- 3.3 Review the need for benches or shelters at PVRTA bus stops, consulting users about potential locations.

Goal 4: Ensure that all residents have access to safe places to walk and roll close to where they live; and that roads, sidewalks and trail networks are safe and comfortable for use by people of all ages and abilities.

Actions

- 4.1. Encourage the Town to adopt a Complete Streets Policy and to participate in the Complete Streets Program so that it can access funds to develop a Complete Streets Prioritization Plan and to implement priority projects.
- 4.2. Maintain sidewalks and plan for new sidewalks to improve connectivity of pedestrian network as needed.

- 4.3. Conduct walk audits to consider locations where there are safety concerns for pedestrians, and where to add benches along popular walking routes, in parks, and at bus stops (with shelters where feasible).
 - 4.4. Review locations of public restrooms and include them on maps of walking routes; ensure that wheelchair accessible restrooms are available in the Town center and at recreation areas.
 - 4.5. Develop a program for assisting homeowners to shovel sidewalks in winter months. Continue to provide the Sand for Seniors program.
-

Buildings and Outdoor Spaces

The amount of physical activity that people engage in is related, in part, to the availability of safe and convenient places to walk or ride a bike or participate in recreational or fitness activities. According to the 2025 Community Profile for Ludlow, 65.2% of Hampden County residents over the age of 60 reported some physical activity within the last month, 20.7% met CDC guidelines for muscle strengthening activity and 54.3% met CDC guidelines for aerobic physical activity.⁵ These numbers are all worse than the statewide estimates for these wellness and prevention measures.

According to 2020 US Census data, over 38% of Ludlow residents over the age of 65 reported having one or more disabilities. Twenty-four percent of people over the age of 65 had self-reported ambulatory difficulty, 16% had self-reported hearing difficulty, and 18.7% reported difficulty with independent living. Accessibility of sidewalks crosswalks and public buildings are critical to enable people to continue to exercise and to attend public gatherings when they have difficulty with walking or need to use a wheelchair.

The Town completed an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan in 2025 and has a Commission on Disability in place to implement this plan. The Town's Building Commissioner currently serves as the ADA coordinator for the Town. In order to comply with the ADA, municipalities must "maintain in operable working condition those features that are necessary to provide access to services, programs and activities." This includes door closers, sidewalks, parking space signage and striping, curb and wheelchair ramps as well as other accessibility features, and snow removal from accessible parking spaces and sidewalks that would allow access to public services, programs and activities.

⁵ https://mahealthyagingcollaborative.org/wp-content/themes/mhac/pdf/community_profiles/MA_Towncode161_Ludlow.pdf

Outdoor Spaces

The Town updated the Open Space and Recreation Plan (OSRP) in 2023, making it eligible to receive funding for conservation and recreation projects. Public parks and recreation facilities include Memorial Park, West Street Park, Whitney Park, Westover Golf Course, Ludlow Country Club, Randall Boys and Girls Club, Lusitano Stadium (a soccer stadium housing the Western Mass Pioneers as well as youth and adult leagues), Haviland Pond Beach, recreation fields at the Ludlow Public Schools, Facing Rock Wildlife Management Area, and Red Bridge State Park. The 2023 OSRP noted that while residents in the southern part of town, which is most densely populated and includes three Environmental Justice (EJ) block groups, have good access to parks and playgrounds, they do not have easy access to hiking trails and conservation lands. The OSRP and participants in the Built Environment listening session mentioned that many of the parks are in need of improvements such as parking and better maintenance. Whitney Park is the most used of parks in Ludlow and is in need of an updated playground as well as more parking.

The biggest challenge according to participants at the Built Environment listening session was the lack of restrooms in public spaces, and second was the need for more safe places to walk. Several people in the Built Environment listening session mentioned possible improvements to the River Walk to improve safety. Suggestions were to have more lighting, cameras, and to clear snow in winter. Survey respondents for the OSRP wanted to see the path extended, widened and with added plantings. Haviland Pond is another popular recreation location (although the pond has been closed to swimming) that is in need of more parking spaces.

In a 2023 Community Health Needs Assessment survey conducted by the Ludlow Department of Health, 40.4% of respondents said that better access was needed to parks and green spaces in the community. The OSRP mentioned the need for better information about existing recreation resources and trail maps that could be printed out as well as posted on the Town website.

Public and Private Buildings

For any public building, it is more efficient and welcoming to design with all users in mind from the beginning rather than having to go back to retrofit or add accessibility features at a later date. This concept of Universal Design applies to both indoor and outdoor spaces.

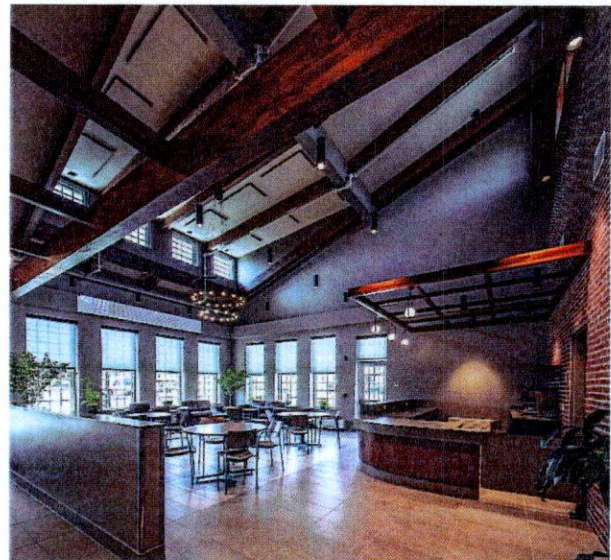


Figure 8 - Cafe in the Ludlow Senior Center (photo: Dietz & Company Architects)

The **Ludlow Senior Center** is a fully accessible building that houses the Senior Center and staff for the Ludlow Council on Aging. The new Senior Center was completed in 2021 and includes a café, exercise equipment, a large dining room and several meeting rooms equipped with audiovisual equipment for presentations and entertainment.

The **Hubbard Memorial Library**, although older, is another accessible public building that hosts programs and services for people of all ages. In addition to book clubs, the library hosts games for youth and older adults, a “Social Services drop-in” session, music groups, crafts, and other programs and activities. The library has 12 computers available for use, a printer and photocopier. The library does not offer technical assistance but provides information on other providers who can help with digital skills trainings. The Town is currently in the process of constructing more accessible parking for the library.

Although not public buildings, area churches and social clubs are important resources for older adults to gather and socialize. Ludlow hosts over nine churches

Buildings and Outdoor Spaces Goals and Actions

Goal 5: Ensure that community meeting spaces are accessible and open for daily programming or social gatherings.

Actions

- 5.1. Develop a map of walking paths and hiking trails that include accessibility, level of difficulty, and restroom locations.
- 5.2. Add accessible parking spaces (and more parking) at the Library, Haviland Pond, the Reservoir, and the Gazebo.

Health and Community Services

Care needs of older adults can vary from assistance with basic tasks such as cleaning, shopping, cooking, yard work, snow shoveling, and minor home maintenance projects to full-time medical or home health assistance provided by professional or family caregivers. This section discusses the health and social service resources that are currently available in Ludlow as well as other community services (with the exception of transportation) that people need to help them live long and healthy lives.

Home and Community Based Care was the biggest challenge for older residents according to respondents of the table surveys handed out during the two listening sessions at the Senior Center for the Age and Dementia Friendly Ludlow project. During the discussion at the Listening

Session around services and the Social Environment, participants commented that people don't know where to start when they need help.

Respondents to the Health Department's 2023 Community Health Needs Assessment Survey also listed mental health as an issue about which they would like more education and resources. When asked about specific topics, 87% of survey respondents wanted more outreach, resources or programs around mental health; 75% around domestic violence; and 67% around nutrition and healthy eating.

Hospitals and Health Care Providers

Ludlow is next to Springfield where several hospitals and health clinics (Accountable Care Organizations or ACOs). Baystate Medical Center is the largest hospital in Springfield, with Mercy Medical Center and Shriners's Hospital for Children also providing health care services for area residents. Baystate Wing Hospital is located in Palmer and serves Ludlow residents. Encompass Health is located close to the Ludlow Senior Center and provides rehabilitation care for stroke, brain injury, hip fracture and other complex neurological and orthopedic conditions.

Support for Older Adults and Caregivers

The **Ludlow Senior Center** offers a wide range of health, education, and recreation opportunities for older adults in Ludlow as well as services to support people aged 60 and older who are living independently. Programs are focused around health and wellness, social connection and engagement. Health and wellness programs at the Senior Center include vaccine clinics, foot care, massage, fitness and classes, meditation, mobile dental hygiene services, blood pressure checks and File of Life assistance. The Center has an exercise room that is open on weekdays and people over 60 may meet with a fitness advisor by appointment. Congregate lunches are offered five days a week and meals on wheels are also delivered five days a week to those who are not able to travel. The Senior Center offers adaptive phone equipment free of charge for people with disabilities, programs on home care choices, and health insurance counseling through the SHINE program.

Access Care Partners (ACP) is the Area Agency on Aging that serves Ludlow. In addition to providing funding for congregate meals and home delivered meals, ACP offers in-home care services, options counseling, support for caregivers, money management, counseling, care coordination, and many other supportive programs.

The **PACE program** through Fallon Health provides all-inclusive care for people 55 and older who need enough assistance to qualify for nursing home level of care but want to remain at home. The program provides health insurance (for people between the ages of 55 and 64 who meet disability standards), prescription drug coverage, medical care, in-home services and adult

day care at their facility in Springfield. The program is free for those who meet income eligibility requirements.

The **413Care.org** website lists service providers in western Massachusetts and may be searched by location or topic and has a new resource page for older adults with curated services and programs available to residents of western Massachusetts. Service providers can “claim” their pages and keep listings up to date and can also refer people to other services listed on the site.

Food Security

Many older adults experience food insecurity as they lose the ability to drive and prepare food with losses to cognitive or physical abilities. The Senior Center offers congregate meals every weekday, providing an opportunity to socialize and to get a hot meal. Meals on Wheels are available through Access Care Partners.

For those who can still prepare their own meals, Communities Involved with Sustaining Agriculture (CISA) offers a farm share program for free or low cost for participating senior centers. The Healthy Incentives Program (HIP) also allows people who are SNAP recipients to get at least \$40 worth of free fruits and vegetables from participating farm stands, farmers markets or CSA programs. Ludlow does not currently host a farmers market or farm stand.

Health and Community Services Goals and Actions

Goal 6: Ensure that older residents of Ludlow have access to health care and community services that support their ability to live long and healthy lives.

Actions

- 6.1. Publicize home care and respite care resources for family caregivers. Ensure that all local providers are listed on the 413cares.org platform..
- 6.2. Investigate solutions for people who need home care or respite care but don't qualify for PACE or other subsidized providers. Connect people with private providers and Access Care Partners.
- 6.3. Conduct more direct outreach programs for older residents who don't currently use Senior Center and distribute information about other programs and services for older residents.
- 6.4. Poll residents to determine if there is interest in starting a Senior Farm Share program either through CISA or a local farm. Provide cooking classes on how to prepare easy and nutritious meals using use produce in season.

Social Participation, Access, Equity and Inclusion

Participation in social activities, either formal or informal, is important to one's mental health. Conversely, social isolation and loneliness can cause poor health outcomes. Research shows that loneliness and social isolation can increase the risk of premature death and has been associated with a 50% increased risk of dementia as well as increased risk of heart disease and stroke, depression, anxiety, and suicide. This research also highlights increased risk of loneliness among more vulnerable populations of older adults including immigrants; lesbian, gay, bisexual and transgender (LGBT) populations; minorities; and victims of elder abuse.

Fostering social connections can be encouraged in part through the built by ensuring that communities have places to gather, both indoors and outside; a safe transportation network and a communications system that allows people to connect with one another or to learn about programs and activities; and housing that is located close to public spaces or that provides spaces for social interaction.

Preventing social isolation also means ensuring that opportunities for participation in social or civic events must also be inclusive of all members of the community. For older adults, this may mean holding events at times that are convenient for those who may need to take public transportation or walk to an event and ensuring that accommodations are made for people with visual or hearing impairments. For non-English speakers, translation services or events held in other languages contribute to an inclusive social environment. Ludlow has a large number of residents whose primary language is Portuguese. Of the population over the age of 65, only 73.3% speak only English at home.

During the pandemic, use of technology – including access to equipment, training on how to use it and access to high-speed internet – became a primary means for engaging older adults in programming and meetings while avoiding physical interactions. Holding virtual meetings and programming also allows people who travel to other places for the winter or who have difficulty with transportation to participate in public meetings, social or educational programming from their homes.

The Ludlow Senior Center offers a number of programs and events for older residents and is a primary center for social connections and interactions. The public forums held for this plan were well attended, as are many of the programs and services offered at the Senior Center.

Social Participation, Access, Equity and Inclusion Goals and Actions

Goal 7: Ensure that communications, programming, services, buildings, and public spaces are inclusive and accessible to people of all ages and abilities and people whose primary language is not English.

Actions

- 7.1. Develop municipal policies for translating documents and websites, and services for phone or in person interpreter services for languages other than English; collaborate with schools that already offer translation and interpreter services.
- 7.2. Connect with groups or churches that serve residents whose language is other than English to provide outreach to non-English speakers about programs and services at the Senior Center.
- 7.3. Develop intergenerational programming between the Senior Center and schools.
- 7.4. Encourage hiring of staff who are bilingual to offer on-site interpreter or translation services.

Public Safety and Resiliency

Feeling safe in one's home is important for everyone, and especially those who live alone. In Ludlow, approximately 27% of people over the age of 65 live alone.⁶

Representatives from several municipal departments (Police, Fire, Senior Center, Public Works) meet regularly to discuss public safety concerns. Each department has a database of people who need special assistance, but for privacy reasons, information that the Senior Center holds is not shared with emergency services (and vice versa). The Age and Dementia Friendly Working Group discussed that it could be beneficial to research how other towns have created voluntary registries for people with dementia or other health concerns so that the information is in one place in case of emergency.

The Ludlow Fire Department provides several programs for older residents including Sand for Seniors and a lock box program that provides a lock box so that emergency service providers can get into the house in case of emergency.

⁶ 2025 MA Healthy Aging Community Profile

Public Safety and Resiliency Goals and Actions

Goal 8: Ensure the safety of all residents, including older adults and people with dementia, through multi-sectoral partnerships and programming.

Actions

- 8.1. Educate older residents about what to do in case of emergency such as power outages, extreme heat, flooding, etc.
 - Ensure that people who are on oxygen have backup power or tanks that do not require electricity.
 - Publicize locations of heating and cooling centers in case of power outages or heat emergencies.
- 8.1. Continue collaboration between Senior Center, Police, and Fire Departments to address the needs of older residents, particularly those who live alone and have health or safety concerns.

Communication, Information and Technology

Communication about resources and programs in multiple formats is essential to the success of all of the domains of an Age and Dementia Friendly Community. Residents must know how to access information about these resources in order to use and appreciate them.

The COVID-19 pandemic highlighted the importance of technology, not only for accessing information, but also for social interaction, telehealth services, public meetings, shopping, and fitness programming when businesses and public buildings were closed. The pandemic also brought to light the “digital divide” which exists in some communities and populations due to lack of resources to purchase equipment or sign up for high-speed internet, or lack of understanding of how to use equipment (phones, computers or tablets) to access services and programs.

Communication, Information and Technology Goals and Actions

Goal 9: Ensure that all residents have access to information about programs and services to ensure access to services and opportunities for social connection community engagement.

Actions

- 9.1. Assist older adults in acquiring equipment and training on how to use it and provide assistance with accessing low cost or free broadband service.

- Connect people with resources at the library or Health Dept to access equipment and training.
 - Investigate ways to connect older adults with low cost internet such as building in agreements for providers to offer affordable service in municipal contracts with service providers.
- 9.2. Collaborate with existing community-based networks such as faith communities, civic groups, education channels, business groups, to share information and develop programming.
- 9.3. Ensure that printed information – including official forms or invoices and text on visual displays in public spaces - has large lettering with main ideas in bold type; simple and straightforward sentences and simple language; and is available in multiple languages as needed. Ensure that the Town website and forms are useable for people who are visually impaired, including color blind.

Employment, Volunteering and Civic Engagement

Many older adults continue to work past the age of 65 to keep busy or for income. The Massachusetts Council on Aging administers a 50+ Job Seekers program that helps older adults to find work. This program offers a year-round, 12-week training program that helps people deal with agism, create resumes, find information on available positions, and work on interviewing skills.

Engagement of business leaders on making businesses accessible for all residents and welcoming for people with dementia can ensure a welcoming environment for older residents. Age Strong Boston developed an Age Friendly Business certification program that includes a checklist on social and environmental actions that businesses can adopt to make them more welcoming to people of all ages.

Volunteering and becoming engaged in the community through boards and committees is a good way to stay active and avoid isolation. The Town offers a Senior Work Abatement Program (SWAP) which allows older residents to work off up to \$950 in property taxes through volunteer activities.

Employment, Volunteering and Civic Engagement Goals and Actions

Goal 10: Provide opportunities and assistance for older adults who want to work and volunteer in the community.

Actions

- 10.1. Assist older residents with job searches and connecting with 50+ Job Seekers organization; hold job fairs at the Senior Center with representatives from local businesses.
- 10.2. Consider implementing an Age and Dementia Friendly business certification program using the Age Strong Boston checklist as a model.
- 10.3. Develop intergenerational skill building/mentoring opportunities with the COA, community groups and local schools, e.g. youth teach elders about technology or other current studies, while elders teach youths about careers, life skills, etc.

Action Plan

This Action Plan for an Age and Dementia Friendly Ludlow details goals and strategies for improving Ludlow's social and built environments to make the town a welcoming place for people of all ages and abilities.

The following Action Plan is ordered by domains of the highest importance to residents of Ludlow based on the community engagement efforts completed for this report. However, this report and Action Plan are dynamic documents that will be amended as conditions change in the community.

The Goals and Actions included in the Action Plan include lead entities, partner organizations or entities, metrics for measuring progress, and the priority as identified through the results of community engagement and the capacity of the entities assigned.

Priority levels are as follow:

- **High/Short-Term (ST)** – 1-3 years
- **Medium/Medium Term (MT)** – 4-6 years
- **Low/Long Term (LT)** – 7-10 years

Plan Implementation

The Age and Dementia Friendly Ludlow Working Group was formed to work with the PVPC on the development of this Community Assessment and Action Plan. This working group and others identified by the Town will continue to meet to discuss how the Town can implement the strategies on the following pages. In addition, the following steps are recommended for the implementation of this report.

- 1) Continue to build the Age and Dementia Friendly Working Group to include multiple sectors of the community as well as regional and state partner organizations and agencies.
- 2) Distribute the Community Assessment and Action Plan to Town boards, committees, social groups and faith organizations to solicit input and volunteers for an implementation committee, and to build awareness of ways that these groups can participate in making Ludlow Age and Dementia Friendly.
- 3) Submit report to AARP and Dementia Friendly Massachusetts (MCOA) for final certification as an Age and Dementia Friendly Community.
- 4) Select strategies for implementation each year.
- 5) Report on successes and challenges – both to the community, AARP and Dementia Friendly Massachusetts.



Harry Grodsky & Co., Inc.
201 Hammer Mill Road
Rocky Hill, CT 06067

LUDLOW BOYS & GIRLS CLUB

91 Claudia's Way.
Ludlow, MA 01056
Attn: Dave Ritchie

SEP 15, 2025

REF: Proposal
REPLACE ROOFTOP UNIT (25 ton heat pump unit)

I. BACKGROUND:

The existing rooftop unit is in need of replacement. The existing unit is a Lennox 30 ton packaged heat and cool unit, model LGA360H with 470,000 BTU/hr natural gas heat. This single unit heats, cools and provides ventilation for the gymnasium. This unit sits on an adapter curb which is 90 degrees opposed to the original flashed roof curb.

II. GENERAL DESCRIPTION:

Replace the existing rooftop unit with a new unit using high efficiency heat pump technology, with back-up natural gas heat. The Utility supports this hybrid-heat approach with generous rebates.

III. SCOPE: The following items are included:

- Prepare existing unit for demo (remove refrigerant and dispose of it in accordance with EPA Regulations).
- Crane services and removal of existing unit from site.
- Provide and install (1) Lennox rooftop unit including:
 - 25 ton heat pump/gas heating/cooling rooftop unit.
 - Model Number LDT302H
 - 208/230-3-60
 - 480,000 BTU/hr of natural gas for backup heat
 - BACnet interface
 - Hail guards to help protect the coil from storm damage
 - Comparative enthalpy economizer with barometric relief
 - Drain pan overflow switch to help prevent unnecessary flooding
 - Smoke detectors in unit to activate an automatic shutdown of unit. Stand alone.
- CUSTOM CURB will be made and installed to fit over original flashed roof curb
- Disconnect and reconnect of gas piping as well as electrical power.
- New digital thermostat in space.
- Startup and verify proper operation.
- Gas-Fitter permit



- Normal work hours Mon-Fri.
- Grodsky project management.

IV. PRICING

PRICE FOR LENNOX UNIT AS DISCUSSED ABOVE: **\$99,241. SALES TAX EXEMPT**
PRICE FOR COMPARIBLE TRANE UNIT MODEL DHK300: **\$113,697. SALES TEAX EXEMPT**

PRICING IS GOOD FOR 30 DAYS FROM DATE ISSUED ON PAGE 1.

V. NOT INCLUDED

- Fire Alarm services of any kind, such as wiring to a Fire alarm panel.
- Connection to a building automation and controls system.
- Professional Air Balancing and/or report generation of the airflow from the new unit.
- Anything not discussed above.

VI. MASS SAVE REBATE

- Grodsky will provide the necessary information to help Ludlow apply for the Mass Save rebate. Grodsky will apply in advance and ask for a prequalification commitment letter from Mass Save to Ludlow Boys and Girls Club.
- All rebate dollars will be awarded to Ludlow Boys and Girls Club, payable per the Mass Save rules. Rebate is typically paid with a few months of job completion.
- Utility rebates are subject to change at any time. Presently – this Lennox unit qualifies for a **rebate of \$57,083** (22.83 tons of cooling at \$2500/ton).
- Grodsky is not responsible for any changes in the rebate program.

VII. CLOSING

In closing, Harry Grodsky & Company is pleased to have the opportunity to work with you on this project. We look forward to recognizing and exceeding your needs and expectations. We request your signature upon this document signifying that you accept this proposal and wish to proceed. Please don't hesitate to call if you have any questions.

Respectfully,

Rob Boissonneault
Engineer – Energy Solutions
(413) 530-8188

Approval: _____

Name _____

Title _____

Date _____

Amy Kurtz

From: Marc Strange
Sent: Friday, September 19, 2025 9:04 AM
To: Amy Kurtz
Subject: Fw: EXTERNAL:EVERSOURCE - COMMITMENT
Attachments: LUDLOW BOYS & GIRLS - RTU REPLACEMENT- (RB) (9-15-2025).pdf

Background for 10/7 meeting. I added the agenda item already. Thanks!

From: Dave Ritchie <dritchier@ludlow.ma.us>
Sent: Friday, September 19, 2025 8:58 AM
To: Marc Strange <mstrange@Ludlow.ma.us>
Subject: RE: EXTERNAL:EVERSOURCE - COMMITMENT

The estimate is for the Lennox unit.
Thanks

From: Marc Strange <mstrange@Ludlow.ma.us>
Sent: Friday, September 19, 2025 8:50 AM
To: Dave Ritchie <dritchier@ludlow.ma.us>; Anthony Alves <AAlves@Ludlow.ma.us>
Cc: Josue Irizarry <jirizarry@ludlowbgc.org>
Subject: Re: EXTERNAL:EVERSOURCE - COMMITMENT

Dave—did they send a letter or quote that we can include in the SB agenda packet for the members' review?

From: Dave Ritchie <dritchier@ludlow.ma.us>
Sent: Thursday, September 18, 2025 2:29 PM
To: Anthony Alves <AAlves@Ludlow.ma.us>; Marc Strange <mstrange@Ludlow.ma.us>
Cc: Josue Irizarry <jirizarry@ludlowbgc.org>
Subject: RE: EXTERNAL:EVERSOURCE - COMMITMENT

Grodsky has agreed it is okay to wait until after the October 7th meeting.
The lead time is six to eight weeks. They said if the unit is on order, it will not affect anything if it's not installed by December 31st.
In the end we are only paying \$42,166 for the unit without worrying about waiting on a rebate.
I think this is the best way to go.
Thanks



Department of Public Works The Town of Ludlow, Massachusetts

March 12, 2025

Steve Santos Landscaping Services
16 Palmer Street
Ludlow, MA 01056

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 LUDLOW¹

CONTRACT #DPW-25-009

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

Steve Santos Landscaping Services

["Contractor"]

16 Palmer Street
Ludlow, MA 01056

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

Items C-13, Equipment Rental, as set forth in the DPW Annual Bid, Attached as Exhibit A, and as further 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 Contractor 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:

¹ 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

Selectman, Chair Date

Print Name

Selectman Date

Print Name

Selectman Date

Print Name

Selectman Date

Print Name

Selectman Date

Print Name

Department Head Date

Print Name

The Contractor by:

Stephen Santos 10/29/25
Signature Date

Stephen Santos owner
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

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]

Chief Procurement Officer:

_____ Date

Certified as to Form:

Town Counsel _____ Date

EXHIBIT A

Steve Santos Landscaping Services
PO Box 207
Ludlow, MA 01056
Contract # DPW-25-009

**Item C-13
Equipment Rental**

ITEM C-13.2C	Track Excavator and Operator 15,000# - 20,000#	\$160.00/HR
ITEM C-13.3	Rubber Tire Excavator and Operator 20,000# - 40,000#	\$180.00/HR
ITEM C-13.4	Front End Loader with 3CY-4CY Bucket	\$185.00/HR
ITEM C-13.5A	Skid Loader with 1/4CY-3/8CY Bucket	\$150.00/HR
ITEM C-13.5B	Skid Loader w/Bucket & Backhoe with 1/4CY – 3/8CY Bucket & 6-8FT Digging Depth	\$190.00/HR

ITEM C-13

EQUIPMENT RENTAL

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

LUDLOW DEPARTMENT OF PUBLIC WORKS 2025 ANNUAL MATERIALS & SERVICES CONTRACT

BID SUBMITTED BY

Notes:

1. Bid Bond if required
2. Required certified test reports are attached
3. A Pre-qualification Certificate must accompany the Bid Documents for the Bid to be considered as complete.

Company: Steve Santos Landscaping Service

Address: 16 Palmer St
PO Box 207 Ludlow MA 01056

Phone Number: 413 589 9585 FAX Number: 413 583-3669

Bid Submitted By: Name Stephen Santos

Signature [Signature] Date 12/16/24

Title owner

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The Contractor will not discriminate against any employee because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. 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.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contract compliance officer advising said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of said rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraph (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sections for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Contractors and sub-Contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance. The applicant further agrees

that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity and sub-Contractors by the Department of the Secretary of Labor pursuant to Part II: Subpart D of the Executive Order. In addition, the applicant agrees that if it fails to or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of further compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

For the purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans; "Commission" refers to the Massachusetts Commission Against Discrimination. "Town" hereinafter refers to the Town of Ludlow.

During the performance of this contract, the Contractor and all of (their) Sub-Contractors (hereinafter collectively referred to as the Contractor), for themselves, their assignees, and successors in interest, agree as follows:

1. In connection with the performance of work under this contract the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: Employment upgrading, promotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment notices to be provided by the Town setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).
2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion, or transfer, recruitment, layoff, or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal opportunity for all persons, regardless of race, color, religious creed, national origin, age, sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Town public construction projects.
3. As part of their obligation of remedial action under the foregoing section, the Contractor shall maintain on this project not less than a 5% ratio of minority employee man hours to total man hours in each job category including but not limited to brick layers, carpenters, cement masons, electricians, ironworkers, operating engineers and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
4. In the hiring of minority journeymen, apprentices, trainees, and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Town, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Town.
5. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Town and Liaison Committee.

6. Records of employment referral orders, prepared by the Contractor shall be available to the Town and to the Liaison Committee on request.
7. The Contractor shall prepare weekly reports in a form approved by the Town of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each week to the Town and to the Liaison Committee.
8. If the Contractor shall use any sub-Contractor of any work performed under this contract, he shall take affirmative action to negotiate with qualified minority sub-Contractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Commerce and Development) or its designee, while bids are in preparation of all products, work or services for which the Contractor intends to negotiate bids.
9. In the employment of journeymen, apprentices, trainees, and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.
10. A designee of the Town and a designee of the Liaison Committee shall each have right of access to the construction site.
11. Compliance with Requirements:

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
12. Non-Discrimination:

The Contractor, in the performance of all work afterward, and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age, or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.
13. Solicitations for Sub-Contracts, and for the Procurement of Material and Equipment.
14. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential sub-contract or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.
15. Contractor's Certification:

The Contractor's certification form must be signed by all bidders prior to award by the contracting agency. (See attachment)

Contractor's Certification

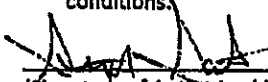
Name of Project: LUDLOW DEPARTMENT OF PUBLIC WORKS 2025 ANNUAL MATERIALS & SERVICE CONTRACT

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Steve Santos Landscaping Service certifies that:

1. It tends to use the following listed construction trades in the work under the contract;
2. And will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. Will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any sub-contract under this contract the sub-Contractor certification required by these bid conditions.



(Signature of Authorized Representative of Contractor)

Date 12/16/24

A. Sub-Contractor's Certification

Name of Project: LUDLOW DEPARTMENT OF PUBLIC WORKS 2025 ANNUAL MATERIALS & SERVICE CONTRACT

Prior to the award of any sub-contract, regardless of tier, the prospective Subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____ certified that:

1. It tends to use the following listed construction trades in the work under the sub-contract;
2. And will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. Will obtain from each of the sub-Contractors prior to the award of any sub-contract under this sub-contract, the sub-Contractor certification required by these bid conditions.

_____ Date

(Signature of Authorized Representative of Contractor)

In order to ensure that the said sub-Contractor's certification becomes a part of all sub-contracts under the prime contract, no sub-contract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

APPENDIX A

LIQUID ASPHALT PRICE ADJUSTMENT

**2025 MATERIAL AND SERVICES CONTRACT SUMMARY
OF DOCUMENTS REQUIRED WITH BID PROPOSAL**

The Contractor shall furnish the completed following items and/or documents with this sealed bid to avoid having the bid rejected for noncompliance. Other documents or certifications may be required to fulfill circumstances noted in the Project Manual and shall be included if required.

1. Signed Itemized bid form filled out as required
2. Certified Check or Bid Bond in the amount of Five (5%) Percent of the Bid Price as bid security made payable to the Town of Ludlow
3. Certificate as to Corporate Bidder
4. Tax Certification Affidavit
5. Collusion or Fraud Statement
6. Prevailing Wage Statement of Compliance
7. Labor Harmony and OSHA Training Certification
8. Debarment Certificate
9. W-9
10. Receipt of Addenda Affidavit
11. Reference Form
12. List of company equipment
13. MassDOT pre-qualification (Certification to be provided by Bidder)
14. A payment bond of 50% required for contracts over \$25,000. Must be provided with contract/s

Copies of your insurance certificates with coverages outlined in this bid are required with your signed contract.

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 ORGANIZATION, ENTITY, OR GROUP OF INDIVIDUALS.


(Signature of Authorized Person Signing Bid)

Stephen Santos
(Print Name)

Steve Santos Landscaping Service
(Company)

06564276
(Federal Identification Number or Social Security Number)

413 589 9585
(Phone Number)

12/16/24
(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

Steve Santos Landscaping 016564276 413.589.9585
Company Name FID or Social Security Phone Number

Steve Santos Landscaping@yahoo.com
Duns Number (if applicable) Email Address

16 Palmer St Ludlow MA, 01056
Address City/Town State/Zip Code

[Signature] owner
Authorized Signature Title

Stephen Santos owner
Please Print Name of Authorized Signer Title

Fax Number 413 583 3009

Phone Number 413 589 9585

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, Stephen Santos Owner
(Name of Signatory Party) (Title)

do hereby state:

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

Steu Santos Landscaping Service on the 25 maintenance / service Contract
(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: [Signature]

Print Name: Stephen Santos

Title: Owner

Date: 12/16/24

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)

TAX CERTIFICATION FORM

CHAPTER 233 (SECTIONS 35 AND 36) of the ACTS AND RESOLVES OF 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER, ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE TOWN TAXES.

Steve Santos Landscaping Service 0165764276
Company Name Federal Identification/Social Security Number

16 Palmer St Ludlow MA 01056
Address City State Zip

[Signature] Owner
Authorized Signature Title

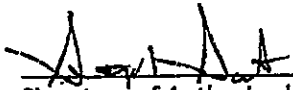
Stephen Santos 12/16/2011
Print Name Authorized Signer Date Signed

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)**

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

Stephen Santos

Print Name

Steve Santos Landscaping Service

Name of Business

016564276

Federal Identification Number or Social Security Number

413 589 9085

Phone Number

12/16/24

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.

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: Steve Santos Landscaping Email: Steve.Santos.Landscaping@yahoo.com

Authorized Signature: [Signature]

Print Name: Stephen Santos Title: Owner

Date: 12/16/25

Telephone: 413 589 9085 Fax: 413 583 3669

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 any 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: Stephen Santos Landscaping Date: 12/16/2011

By: [Signature]

Print Name: Stephen Santos Title: owner

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 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, Stephen Savitor, 12/16, 2024
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
Steve Savitor Landscaping Service on the 25 material & Services Contract
(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 owner

**Request for Taxpayer
Identification Number and Certification**

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

Go to 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.
Stephen Santos

2 Business name/disregarded entity name, if different from above
Steve Santos Landscaping Service

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) ▶

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) _____

5 Address (number, street, and apt. or suite no.) See instructions.
16 Palmer St P.O. Box 207

6 City, state, and ZIP code
Woburn MA 01806

7 List account number(s) here (optional)

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

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	0	4	5	3	6	2	2
---	---	---	---	---	---	---	---	---	---

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 ▶ *Stephen Santos*

Date ▶ **12/16/24**

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.

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.



**Town of Ludlow
Office of the Select Board**

The Meeting of the Select Board held on Tuesday, September 2, 2025, began at 5:30 p.m. in the Select Board's Conference Room.

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

First order of business: Pledge of Allegiance

Mr. Silva: 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. There is no one. We have public comments from 5:30 - 5:45 and there is no one.

CORRESPONDENCE

25-155. Letter from Jettie McCollough, commending the Pond Management Committee for treating Haviland Pond.

Mr. Gennette: What a wonderful letter from Jettie McCollough about how clean the pond was. People were swimming and not caught up in the weeds. It was a great letter and I was happy to see it. Hopefully the rest of the ponds look good as well.

Motion made by Mr. Gennette to file. Mr. Alves second. All in favor. Motion passed 4-0.

25-156. Eversource – Notification of upcoming Right of Way vegetation maintenance at the following locations: 993 Center Street, Ludlow; Facing Rock Bridle Road, Ludlow and 280 Carver Street, Granby.

Motion made by Mr. Gennette to file. Mr. Rosenblum second. All in favor. Motion passed 4-0.0

25-157. Ryan Devine, Red Bridge Run Club – Request permission to host the inaugural Ludlow Clocktower Classic 5K on Saturday, October 25, 2025. Proposal and questions included.

Mr. Devine: My wife and I started Red Bridge Run Club about 8 years ago and we were doing small runs out of Iron Duke. This is going to be our official first timed race to help the Ludlow Boys & Girls Club. All the proceeds go directly to them. It's 3.1 miles and we're keeping it centrally located around the clock tower. I already spoke to Chief Brennan and the course is approved by him and I'm going to be speaking to one of his Sgts. soon about detail. Everything is planned but we wanted to come to the Board for your approval.

Mr. Rosenblum: I saw the 3 routes and I agree with Provisional Chief Brennan that the 2nd route makes it easier for their detail and traffic in general. I think that comes in under the weekday rate, probably 2 officers with cars.

Mr. Gennette: I saw your list of questions. Question 3, if there is a special town rate for Police detail would we be able to receive that special rate since all proceeds will be going towards the Ludlow Boys & Girls Club. We don't have any volunteer situation for our Police Department to be able to help out in something that benefits the Town?

Mr. Strange: It would be up to the individual.

Mr. Gennette: I think we would run into a union problem with that so you'll probably end up paying the rate for those officers. That would be my biggest concern as far as funding goes.

Mr. Rosenblum: What's the anticipated participation?

Mr. Devine: 100-150 runners. It's a heavy race time. 5K's in the fall are pretty popular.

Mr. Alves: Nice to meet you Mr. Devine. The Senior Center question. Who governs who can park at the Senior Center or not?

Mr. Strange: Technically, if there's no signage it's public parking. You would want to clear it through Jodi.

Mr. Devine: I'll reach out to her.

Mr. Alves: There is a thorough plan that Chief Brennan has taken a look at. I emailed him today and he gave me range of the police detail of \$500-\$600. Question 1, would the Town be interested in being a community partner or sponsor? I would be of the mindset for the Town to cover the fee and have that be our sponsorship.

Mr. Gennette: What would be the funding vehicle for that?

Mr. Strange: There is no policy so it would come out of the detail account that is separate from the budget.

Mr. Rosenblum: Would we reimburse them or would it just come out of the budget?

Mr. Strange: Logistically it's the same thing. The details are paid out of a different account because it's not part of the budget. I think they would sign up for the OT.

Mr. Alves: \$511 was the quote for 2 officers.

Mr. Gennette: What is the registration?

Mr. Devine: \$25 and it comes with a t-shirt and drink ticket. Tandem Bagel is going to give us bagels at the end of the race. It starts and finishes at Sole Syndicate.

Motion made by Mr. Alves to approve the request to hold the Ludlow Clocktower Classic 5K on Saturday, October 25th. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**
Motion made by Mr. Alves that the Town covers all costs associated with Police detail. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

25-158. Letter of resignation from Joy Williams, Election Officer, effective August 21, 2025.

VISITATIONS

5:45 p.m. – Department of Public Works – Jamie Tomas & Jim Goodreau – Quarterly DPW Update.

Mr. Goodreau: We gave an update on the West Street Bridge. The highlighted stuff is the road projects we'll be starting in about 2 weeks. We're doing Norwood, Worcester, Franklin, Essex, Duke, Bristol, Hampshire, Berkshire, Hampden, Meadow and a section of State Street that would tie into where they ended on East and where we just finished doing State. That whole section of town would get done at once.

Mr. Tomas: We had some bigger projects but unfortunately this year is tight. We chose these projects because they're in close proximity to one another and these roads have been falling apart for a while. They were paved 10 years ago and we think the mix was bad so the roads are starting to unravel. With First Ave and part of State being completed that would definitely be a good stretch to complete.

Mr. Gennette: You just patched them.

September 2, 2025

Mr. Tomas: We patched more for Festa. This is an easy mill and pave job that we don't have to get involved in.

Mr. Goodreau: It's bigger bang for our buck.

Mr. Silva: Where do these streets fall in our list of streets?

Mr. Goodreau: Some of them are in the worst.

Mr. Silva: A lot of people have been complaining about Stivens and Stevens.

Mr. Goodreau: They are on the list. They take into account volume and other factors. They're highly traveled roads so it's high up on the list. We do have some money left in Chapter 90 so we are going to look at that and Stivens Terrace to see where the money falls. The bridge coming up is a big thing. We don't know where it's going to end up. It's going to be a 50/50 split with us and Springfield. We've had multiple meetings with Reps, Senators, Springfield and DOT. DOT is doing a big inspection at the end of this month that will tell us what needs to be done. We just did the repair in 2024 and it was \$400,000 so we each paid \$200,000. Springfield is not willing, and neither are we, to throw another Band-Aid at it that's going to last 2 years if we're going to have to replace this bridge. If that's the case we can work on the plans with Springfield, get it on the TIP project and have the State take over. If it's a replacement it's multi millions. We won't know anything until that next inspection at the end of September.

Mr. Gennette: As far as Stevens and Stivens, you did repair the worst parts. The corner on Stevens and the upper part of Stivens. Portions of those roads had been done we're just looking for the other half to get done.

Mr. Tomas: We all know Stevens Street is a pretty bad road in Town. We did hold off on that road because we were hoping to run a gas main from East to where it's terminated at the top of the hill near Oakridge. Not to say it can't happen but it looks like it's going to be very expensive. The quote was about \$50,000 from Eversource to run the gas main down.

Mr. Silva: When we do gas, aren't there betterments for residents?

Mr. Goodreau: Normally, when the gas company does services depending on the distance they used to cover it, now they're making the homeowners pay for the connection.

Mr. Gennette: That's 450K and the resident still has to buy the connect.

Mr. Strange: We looked into this because it was a potential DIF project. You have to survey the residents impacted and there has to be a certain number of residents that sign on.

Mr. Tomas: As far as regular day-to-day operation at the DPW, we rolled out the new trash service to the residents. It's going very well. We have had minimal complaints or questions in the last month. In the beginning it was a little bit of a process trying to get carts to everybody. We were delivering carts. It's working well and we're getting a lot of positive feedback.

Mr. Silva: I've gotten nothing but thanks for the trash. Compared to the last 3 years they're very happy. USA has been really good to us and letting residents get rid of their old barrels.

Mr. Gennette: I was reached out to by Brigham Lodge about trash. They're not a normal resident. Can they get barrels. Do they come down, sign up, pay the bill and get barrels delivered to them? What's the process for someone who's not a resident?

Mr. Goodreau: They only give it to residents. That would be considered a commercial business so we would not service that.

Mr. Gennette: We were servicing businesses like that originally so who's picking up their trash now?

Mr. Goodreau: They have private haulers.

Mr. Gennette: Not every business in Town has a private hauler. A lot of people were putting barrels out.

Mr. Goodreau: Correct. That's how we're catching up. Now that we're doing the billing if they didn't get the barrels delivered to them, this is how we caught all the people who were getting trash that shouldn't have been. A lot of residents who were above businesses that were getting trash picked up were never getting billed. We didn't have it in our system so we only delivered to who we billed. We caught up on roughly 300 people who were getting trash picked up for free.

Mr. Gennette: This is a business.

Mr. Goodreau: They will not be getting them.

Mr. Gennette: At no point will businesses be able to get barrels.

Mr. Goodreau: We collect up to a 3-family.

Mr. Gennette: Is there a way to open up the door for smaller businesses that don't need dumpsters? We have small mom & pop shops that don't put anything out. Should they just bring their stuff to the transfer station?

Mr. Goodreau: They don't give stickers to a commercial vehicle. If they are a resident that lived in Town they could get one.

Mr. Tomas: We can look into it. At this time, they can bring it to the Transfer Station.

Mr. Gennette: I'd like to be able to make some accommodations for small businesses.

Mr. Goodreau: We'd have to look at our DEP permit to see what we're allowed into our Transfer Station. In all the permits we fill out its residential houses up to 4 family excluding businesses.

Mr. Tomas: We obtained a \$20,000 grant for a flashing crosswalk signal just like the one in front of Walgreens that we're going to install at East Street School. Our equipment breaks down daily. We have 5 trucks down now in the process of repair. Our mechanic is busy every day. Road crew is out patching. There's a lot of street sign repair. Replacing and repairing manholes and catch basins as needed. We try to jet sewer lines on the regular. Our tree crew is out daily trimming. We're trying to get to our retention ponds. One retention pond could take a week to clean. They've been mowing the fields and cemeteries. We're trying to get the parks better. We have a limited staff. Mowing is a big thing for us. We have 2 guys in the cemetery doing great. We're trying to get the roadside mower out there every day to catch up with the edges of the road. If anybody has any overgrowth, feel free to call. The next big thing is getting ready for winter. Getting our trucks, sanders and plows ready. We had a few interviews last week. There were 3 great prospects and I think they've accepted. Hopefully we keep growing our fleet and department.

Mr. Silva: With those 3, are you still short?

Mr. Tomas: We're short a PW2.

Mr. Gennette: Is the \$20,000 grant a city streets grant?

Mr. Goodreau: It was one that Doug Stefancik started before he passed away. Once it comes in we have 90 days to install it. It was based on traffic counts in the area, pedestrian safety and being right at the school where all the kids cross. When it comes in we're going to build new handicapped ramps with the placards. They'll provide the flashing beacon. We'll paint the crosswalk.

Mr. Gennette: Are you ready for salt? Last year we ended up with an emergency override which bumped up the budget quite a bit. This year our budget has to maintain whatever that was.

Mr. Goodreau: We did transfers into snow/ice to make it zero.

Mr. Tomas: We have a good surplus starting off the season.

Mr. Gennette: My last question is about the streets. Why do we do the streets so late in the year?

Mr. Goodreau: We have to get our annual bid contracts in order. We have to wait for Chapter 90 to get released and approved by the State. And then scheduling. Palmer Paving was scheduled out to the end of September. We can't leave the road milled for 2 months.

Mr. Gennette: That's planning. I'm wondering why we're so far behind and is there an opportunity for us to get ahead to start getting stuff going earlier in the year?

Mr. Goodreau: As soon as we get the annual bid contracts in order.

Mr. Tomas: The annual bid contracts came back late so we didn't want to schedule anything because the contractor could charge you whatever.

Mr. Gennette: If we can make that process better that would be great. We are 6 months late to the game.

Mr. Goodreau: We normally pave the roads this time every year.

Mr. Gennette: I know you do, but this is late. They open the paving plants in April.

Mr. Goodreau: Correct, but the money doesn't get released from the State until July.

Mr. Gennette: But again, every town has the same problem you have but you're always late.

Mr. Goodreau: I wouldn't say we're late. You're seeing other towns paving beforehand but they're not using Chapter 90 money. They're getting money from the TIP so they have that money in place to do the paving.

Mr. Gennette: You're telling me other towns are not using Chapter 90 money.

Mr. Goodreau: I'm telling you they're using it at the end of the year. Springfield has a lot more money that's not coming from the same pool we're using.

Mr. Gennette: I'd like to have more conversation on that in the future.

Mr. Rosenblum: In general, if we know we're doing those streets this year and the plants are open April 1 to latest 1st or 2nd week of December, as long as they're getting done at some point, they're going to get done. If we're not getting money released until July and know how they're doing their scheduling someone else with more money in different pots can schedule it now.

Mr. Goodreau: By the time the money got released we called Palmer, who was already booking out to the end of September and there's nothing we can do about that.

Mr. Tomas: On a reclaiming job, you can schedule a reclaimer but the paving company might not be ready for another month. We've done roads in town where we reclaimed and that road will stay capped for 2 weeks before we pave it. We can attempt to get things done a little earlier in the season.

Mr. Goodreau: If we're reclaiming, we want the paver to be there the next day.

Mr. Rosenblum: I'm dealing with the same process now.

Mr. Tomas: When we reclaimed Fuller Street, it was open for a little bit and we had a couple of really bad thunderstorms and we had crews out there in the middle of the night.

Mr. Rosenblum: With the size of the staff and the amount of stuff that goes on in Town with parks, fields, hot patch, cold patch, mowing and everything else and now you're working on your trucks for winter.

Mr. Tomas: The trash roll out took up a lot of time. We were getting 200-300 calls a day but it's winding down now.

Mr. Rosenblum: As long as we get it done this season.

Mr. Goodreau: We're also saving some money in that account knowing this bridge repair is coming up and we don't know where we're going to get that money. We know we can only bond at Town Meetings. Springfield has a whole different process. They go to Procurement and get the money. That's how we did the last repair. We were very lucky. They paid everything up front and at the very end.

Mr. Gennette: Do you do the reclamation or is that 3rd party?

Mr. Goodreau: Third party.

Mr. Gennette: This is a 3rd party so it does not impede with the mowing and tree work because that's in-house.

Mr. Rosenblum: I understand. It's nitpicky of the timing of when they're doing it. If the money gets released in July, there's a process to schedule.

Mr. Goodreau: We also can't do any work until we submit the projects into the grant portal. We have to have it accepted by the State for the Chapter 90 projects and until that gets done you can't do any work until they approve your request.

Mr. Gennette: I was leading somewhere. If you're paving a road in the fall into the winter, is it possible that pavement is compromised more so than if you were doing it in the summer or spring?

Mr. Goodreau: No. There's a certain pavement temperature you can't put it down after. It's regulated. You cannot put it down 36 degrees. The mix has to be placed at 195 degrees.

Mr. Gennette: When you were saying bad mix originally, it wasn't because you were putting it down too late in the year.

Mr. Goodreau: It was determined it was due to the asphalt content in the mix didn't meet the specs. That was a 3rd party when they did water work and gas work. We did part of State Street when that mix went bad there but all these side streets never got redone.

Mr. Tomas: We were going to reclaim Meadow Street because it's really bad, but our annual bid contractor won't do it because it's not enough square footage. They hire a 4th party to take over our small job.

Mr. Alves: Thanks for the overview. You said there's 3 folks you feel pretty good about.

Mr. Goodreau: Two will be starting September 15th. We have one opening still. That puts the number to 17.

Mr. Alves: Later we have a couple of bridge inspection reports we got.

Mr. Goodreau: Piney Lane has been replaced and the temporary bridge is already up.

Mr. Alves: The one on Center Street by the Public Safety Complex, there's a plan for replacement?

Mr. Goodreau: Right now, it's to keep the cars off the steel garder. The small grant application that Tighe & Bond submitted did not get selected so we have to put some barricades up and a traffic plan to keep vehicles off the garder. We have been in contact with DOT for what they want out there.

Mr. Silva: If there's nothing else, Thank You.

6:00 p.m. – William "Bud" Ellison – To discuss the status of the current Open Space Plan, related to zoning bylaws and strategic plan for Town development.

Mr. Ellison: If you're not familiar, I'm coming off a pretty involved process with the Planning Board for some land that was being sold off of Center Street. Against what a lot of residents wanted to see happen, something happened so they're going to put a storage unit on Sroka Lane. It made me look back at some of the things we've done to try to prevent situations like this from happening. When I spoke w/ the Planning Board during many meetings, it was implied from Mr. Phoenix that they'd like to help us but their hands were tied and they couldn't help us because they didn't have what they needed for tools. With that, the town seal, half of it is a plow shear that is agricultural. Why do you think people want to live in town? Some of the reasons are the flavor & feel of the town. We're not a big city, we're not a tiny town and we want to keep it that way. We have bridges, plowing and insurance and I understand the challenges but there are other ways to come up with funds. We've had Open Space Planning Committees in place twice since 2013 and I was on both of them. Both times we submitted plans to the State looking for it to be adopted. Once they're adopted by the Division of Conservation that loosens up a lot of grant money. Although the money part doesn't solve it, it certainly helps it. The object of this is to look at major parts of the town to either try to improve or maintain the flavor of the town in places like Haviland Pond, the Reservoir, the Bungalow or Facing Rock. Greenways that connect this stuff. This was outlined in these plans. With that said, where do we stand?

Mr. Strange: We were doing great with grants. They're cyclical and some are funded better than others and then Doug passed away. Doug & I had a great partnership. From my previous experience, I knew what grants could fit in town and he knew how to execute it. After Doug passed we were at a standstill. We're administering the grants we have but I don't have capacity myself to go after the grants and administer them. We need somebody in the Planning office to help with that. The Planning Board just appointed a new Town Planner so hopefully we can get back to where we were. There is plenty of money out there so we can submit competitive applications for it.

Mr. Ellison: That's good to hear. Losing Doug was tough. Where do we stand with the 2023 plan? Has that been completed and submitted to the Division of Conservation?

Mr. Strange: I'm not sure. I wasn't involved in that process. I think Doug was the lead on that.

Mr. Rosenblum: A lot of the things we talked about were bike trails, hiking, Haviland Pond and trying to do things with aquatics. There was a 36-page questionnaire that went out from Survey Monkey. Did that get submitted to Doug?

Mr. Ellison: I got an email from Mimi Kaplan from Pioneer Valley Planning Commission. She was our facilitator. That was all submitted and we were waiting for the town and I think that's what Mr. Phoenix was talking about. That and the 2013 one was submitted to you folks. You accept it and from there it goes to the Division of Conservation. They sign off on it and we can get money. The talk about the Community Preservation Act, which we tried many times and that's another way to get funding. Towns like Wilbraham have done a pretty good job with what they've done and I don't see why we can't do the same. We met every month. We went down to the Festa.

Mr. Gennette: Do you know if it ever came out of the Planning Board?

Mr. Ellison: I'm here asking. We did our part. Mimi Kaplan finished it.

Mr. Strange: I assumed it had been submitted to the State and approved. Before tonight's conversation I never had any doubt but I'll double check with Mimi.

Mr. Ellison: I find it hard to believe that we would stop it here.

Mr. Gennette: The only reason it would have stopped was if Doug was in the process.

Mr. Rosenblum: I have an email from Ms. Kaplan and it had to do with the \$500,000 Parkland Grant.

Mr. Gennette: The one Town Meeting tanked.

Mr. Rosenblum: In talking with people, one of the comments was if we packaged it with something else like Whitney and Vets that it might have had a better chance of passing but we were looking at 4 million dollars. We have something we're going to be reviewing later on the warrant, which is capital for parks. We've discussed something similar to a CPA that isn't a tax. As you know, a CPA has been shot down twice.

Mr. Strange: The contact at the State who manages the Park Grant program also manages the open space and recreational OSRP process. If she approved the Park Grant application there's no way she would have done that if we did not have an approved OSRP. The last one was from 2013 and she would have kicked out our application.

Mr. Ellison: We can assume 2023 is all set.

Mr. Strange: That would be my assumption.

Mr. Rosenblum: That's why I went back into my emails. I knew it connected into the Park Grant. Apparently it did get to Doug and we moved with this and it unfortunately it didn't come to fruition. We are discussing something that has to do with parks. I agree with you. Knowing we are a right to farm and we don't know what went on with that parcel that is going to be storage, from what I was told there was an opportunity for people to purchase it. My hope is that he is going to make concessions to the fact and try to work with the neighborhood to make sure it's not an eye sore. In Hartford, there's disk golf within the golf course, they have disk golf in my daughter's campus at college. Sometimes we go to fall festivals in the Berkshires and there is a huge mountain biking community. Even your property, you can use the back end to connect to other areas for bike trails and hiking. A new Planner is going to be thrown headfirst into it.

Mr. Gennette: Pioneer Valley Planning Commission should have a copy of that so we should be able to pick right up where we left off and inform the Town Planner and Planning Board and maybe we can come up with a plan.

Mr. Ellison: If we try little stuff, most of the people are OK with it, and we try to go back to the Community Preservation Act, even if it's a small amount, if we try to move forward and keep chipping away at it at least we're moving in the right direction. We're so busy plugging the leaks in the boat.

Mr. Gennette: That's the point of the Strategic Planning because we're so far behind on everything we're trying to play catch up all the time. By the time we get caught up to where we need to be, everybody else is going to be 20 years ahead of us. We have no plan for the future. We tried going big with the Master Planning Committee. It died on the vine.

Mr. Ellison: Why did it die with the Planning Board?

Mr. Gennette: The Planning Board didn't adopt the plan. I'm trying to put forth a lot smaller committee where other departments like the Open Space Committee can come in and we can have a conversation about parcels or large projects with a long-term plan. We need that central hub where we can bring in all of these departments as they have different effects on different things. Like the Agricultural Committee, I didn't know there was one until somebody was arguing about a rooster at Town Meeting.

Mr. Ellison: There's people out there that would volunteer their time. I'm putting myself out there if there's anything I can do. I know people in town and I can help to do that if we're serious about it. In a conversation with the Planning Board, we talked about zoning. If we

work with the Planning Board we can take a lot of the problems and have them taken care of. For instance, certain kinds of businesses cannot be north of the Fire Station in these areas that are sensitive to open space. It means we're going to be more cognizant of what goes there, to push that theme. I see the Planning Board as a bunch of people on point for us that could help us with this too.

Mr. Gennette: Not to take away from the Planning Board. I think they have the best interest of the community in mind and they want to do good things, but in the last couple of years they've focused more on revenue generation than planning. The Planning Board needs to focus on planning. For battery storage, we have 500 acres in the MMWEC lot so it's a perfect place for battery storage and we don't need to put it in people's backyards and farms. We should have a whole section of Town for industrial. Until the Planning Board shifts their focus I think we're going to see a lot of the same issues. That comes down to the people we've elected.

Mr. Ellison: If we have a strategic plan is there anything that binds the Planning Board to follow it?

Mr. Gennette: They have a member on the board of the Strategic Planning Committee. I'm going to hold off on pushing Strategic Planning Committee until May Town Meeting because a lot of the other boards are not understanding what's going on but everybody needs to participate equally. They think the Board of Selectmen has power over the Strategic Planning Committee because FinCom and Board of Selectmen has 2 members. FinCom is on there because they're the representative governed at Town Meeting. The Board of Selectmen has to put the warrant together. We don't appoint FinCom members. That comes from the Town Moderator. Outside of those 4 members we need a resident, a member from the Planning Board and the School Committee. We have to be able to create systems now that will be around going forward forever. That's the point of the Strategic Plan. Everybody will have their moment to be a part of what's going on.

Mr. Ellison: If there's money out there and we're not going for it, we're missing it. I think it's a great idea and I hope it goes. Hopefully we can check with Mimi and the group or the Community Preservation Act. I think there's things we're missing out on and maybe we can delegate it to get it done.

Mr. Rosenblum: Has Planning identified areas similar to that of Sroka Lane and making sure the right thing goes there? There might be something near you that you don't own that's an open space.

Mr. Ellison: The storage area we're talking about was identified in 2013. It's on the map and was identified as an area of interest to preserve as conservation. It was done in 2013 and 2023 and I don't think the Planning Board and these documents have had a chance to talk. If the Planning Board was on board with this and knew there was a bunch of people who have come up with a plan for open space, wouldn't that make sense. When I walked away from the meeting that night, the sense I got from Mr. Phoenix was that they'd love to help but everything got shot down. I don't know how much they know about this stuff.

Mr. Rosenblum: We have a new Planner and maybe present that to him.

Mr. Gennette: Marc, reach out to the Pioneer Valley Planning Commission and see if she can forward what our current progress is.

Mr. Strange: I made a note.

Mr. Ellison: That's a start.

CORRESPONDENCE

25-168. Request from Josue Irizarry, Ludlow Boys & Girls Club – requesting approval of facility use for LYSA Monday/Thursdays 5:30-8:00 p.m. from August 25th through October 25th and Saturdays from 9:00 a.m.-3:00 p.m. And WUP Fridays 6:00-7:00 p.m. from

September 5th through October 3rd. Also, IFA Wednesdays 5:00-6:00 p.m. from September 9th through November 11th.

Mr. Irizarry: We met with LYSA and Pioneers and then it was opened up to IFA.

Mr. Silva: If that works I haven't seen any other requests.

Mr. Rosenblum: If you're good with it we'll rubber stamp what works for you. Our department heads know best.

Mr. Irizarry: It does work for us.

Motion made by Mr. Rosenblum to approve the request from the Ludlow Boys & Girls Club for facility use for LYSA, Western United and IFA as stated. **Mr. Alves second. All in favor. Motion passed 4-0.**

25-158. Letter of resignation from Joy Williams, Election Officer, effective August 21, 2025.

Mr. Rosenblum: Thank you to Joy for her service to the Town as an Election Officer.

Motion made by Mr. Rosenblum to accept her resignation effective August 21, 2025. **Mr. Alves second. All in favor. Motion passed 4-0.**

25-159. Letter of resignation from Donna Andre, Election Officer, effective August 16, 2025.

Mr. Rosenblum: Thank you Donna for her service to the Town as an Election Officer.

Motion made by Mr. Rosenblum to accept her resignation effective August 16, 2025. **Mr. Alves second. All in favor. Motion passed 4-0.**

25-160. Mass DOT – Underwater bridge inspection May 13, 2025 – Piney Lane/Broad Brook.

Motion made by Mr. Gennette to file. **Mr. Alves second. All in favor. Motion passed 4-0.**

25-161. Mass DOT – Small bridge inspection June 11, 2025 – Rte. 21 Center Street/Higher Brook.

Motion made by Mr. Gennette to file. **Mr. Alves second. All in favor. Motion passed 4-0.**

Mr. Gennette: We just had conversation with the DPW about these, that's why we're not having conversation now.

25-162. Letter from Carmin Moutinho, requesting to be appointed to the Ludlow Cultural Council.

Motion made by Mr. Alves to appoint Carmin Moutinho to the Ludlow Cultural Council. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-163. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty on August 10, 2025.

Motion made by Mr. Alves to approve the request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty on August 10, 2025. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

25-164. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty on August 13, 2025.

Motion made by Mr. Alves to approve the request from Chief Pease to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an

injury sustained while on duty on August 13, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-165. Provisional Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty on August 13, 2025.

Motion made by Mr. Alves to approve the request from Provisional Chief Brennan to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty on August 13, 2025. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

25-166. Provisional Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty on August 13, 2025.

Motion made by Mr. Alves to approve the request from Provisional Chief Brennan to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty on August 13, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-167. Letter of resignation from Melissa Graf, Safety Committee, effective immediately.

Mr. Rosenblum: Thank you Melissa for the time to be on the Safety Committee.

Motion made by Mr. Rosenblum to accept the letter of resignation effective immediately. **Mr. Alves second. All in favor. Motion passed 4-0.**

UNFINISHED BUSINESS

Board to discuss and possibly vote to accept draft Strategic Planning Committee bylaw to be included in October Town Meeting Warrant (tabled from August 19, 2025).

Motion made by Mr. Gennette to table until the May Town Meeting. It needs more understanding from other departments. If there's more discussions that need to be had I would like to make sure we have everybody's comments. I think this is too important to push through without everybody being invested in it. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

Board to discuss and possibly vote on creating a Ludlow Energy Commission (tabled from August 19, 2025).

Mr. Gennette: At the last meeting it was brought up that we didn't have a charge & charter of the Ludlow Energy Commission. I requested the Board of Selectmen act as the Energy Commission so we could get some things done. Marc saw fit to include the energy and sustainability list of what the duties were for the Energy Commission.

Mr. Alves: You said we need this to get things done. Can you elaborate on that?

Mr. Gennette: I'm running into resistance as an Energy Coordinator without a Commission. Things with the Pioneer Valley Credit Union and that kind of thing. I'm trying to get an Energy Commission page on the website that I can't put up because we don't have an Energy Commission. I want to put a link for people to report their telephone light is off.

Mr. Alves: That is on there.

Mr. Gennette: I will be trying to get us designated as a green community for grant money and I think this committee needs to approve that before I can approach the State with it.

Mr. Alves: Why does a committee need to approve that?

Mr. Gennette: We need an Energy Commission or whoever is acting as the Energy Commission. I tried to do it with just the Select Board's approval to apply for a lot of this. There's a lot of codes and requirements. Manny talked about the Stretch Code.

Mr. Alves: The Stretch Code would be approved by Town Meeting wouldn't it? I tried to read up on the green community grant and involvement and I didn't see any reference to an Energy Commission. I'm hesitant with these committees. Mr. Ellison was just in here talking about committees that have met and things lay stale.

Mr. Gennette: The only thing I'm doing is trying to make this board the official commission. It's the same board making the same decisions, just an official designation. If I had an annual report I was putting forth I would report it to the Board of Selectmen.

Mr. Alves: You've already been designated as that.

Mr. Gennette: I have but for some reason they require that I report it to an Energy Commission.

Mr. Alves: Who is they?

Mr. Gennette: Pioneer Valley Planning Commission, the State DOER. What's the problem.

Mr. Alves: I'm trying to understand the need for this.

Mr. Gennette: Me too. I think it's a little ridiculous. I would love to be able to not have to do this.

Mr. Silva: If it's just a rubber stamp, what does it hurt us?

Mr. Alves: I don't think it's a rubber stamp. We're talking about creating policies, suggest investments to decrease the consumption of energy resources. I'm not saying I'm against this stuff but are you ready to create those policies?

Mr. Gennette: We have to if we're going to move forward. If we feel this is getting too deep and we need an Energy Committee to address these concerns then we can formally create an Energy Committee. I don't think we're at that point until we start getting into some of the bigger stuff. Marc, is that your understanding of an Energy Commission?

Mr. Strange: I don't know that it's a prerequisite. We had an Energy Commission in Agawam but it wasn't necessary to become a green community or to do anything. They would look to me when I was the Planner for information. For reports or for applying for green community grants. I don't think it's necessary, if that's what you're asking me, to get green projects done.

Mr. Gennette: I'm looking for some guidance on where it goes. I'm a new Energy Coordinator and I'm being met with positions where they're asking me about my Energy Commission and approval from the Town. I mentioned before about putting it before the Board of Selectmen because the Board of Selectmen in lieu of this are considered the commission and it's been met with there has to be an official Energy Commission. We're either a Board of Selectmen as an Energy Commission or we have to do an Energy Commission.

Mr. Strange: In my experience, I've never had somebody say that to me. I'm not saying the Town needs an Energy Commission in order to do X, Y & Z.

Mr. Gennette: I don't mind doing that leg work. We're already responsible for this. We are not obligated to become a green community but anything that happens with energy that come through the Town right now has to go through the Board of Selectmen.

Mr. Strange: The solar came through the Board. I've met with energy consultants who work with municipalities.

Mr. Gennette: Aggregate and it all came through here.

Mr. Strange: It came through here without an Energy Commission.

Mr. Gennette: I'm fine with that but every time I've mentioned to put it before the Board of Selectmen I've been met with you have to have a formal Energy Commission. One way or the other the Board of Selectmen is that body. I can follow up with it but it's coming through here.

Mr. Rosenblum: Is there anything that would not allow us to do that because we're already acting as a Select Board and another board? Google says having an energy committee is a critical step for a Massachusetts town to meet the requirements of a green community. I'm wondering if there is anything that is a grey area for us being the Select Board and this.

Mr. Strange: Coming from a best practice perspective, if there is some sort of statutory requirement that a Town have an Energy Commission to become a green community, then I say yes. If not, this seems like creating a paper street. Just creating a paper committee. The things that are on here are important for towns to do. If the Board is going to create an Energy Committee, they should create an Energy Committee that is going to effectuate the charges that are on this piece of paper. If not, I don't know that it's an Energy Committee unless it's a prerequisite to becoming a green community.

Mr. Gennette: I didn't want this originally at all. I just wanted everything to come before the Board of Selectmen as the acting Energy Committee. I was met with too much resistance to move forward with it to the point where I had to ask for an Energy Committee. So now we're at this stage where we have to do something. I can go back and get a list of names and I can ask why but I'm back at the same place I was before.

Mr. Strange: I don't know who those people are. I've done this in another community for a long time and I don't remember encountering that sort of discussion.

Mr. Gennette: Maybe it's new but this is DOER and the Pioneer Valley Planning Commission that I'm working with on these projects.

Mr. Strange: I can ask Mimi.

Mr. Rosenblum: What are other communities doing? How are they doing it?

Mr. Gennette: This is just a formality.

Mr. Rosenblum: I see conflict popping up.

Mr. Gennette: I'm fine if you want to stay the Board of Selectmen and not do an Energy Committee, when stuff comes through for the Select Board for energy stuff, you are the acting Energy Committee whether you formally adopt it or not. I can't chair a committee as the coordinator.

Mr. Rosenblum: It's the same thing as Ludlow Power Choice. If it has to have a commission or committee of some sort we have to figure out the logistics of it. Maybe we talk to Mimi and figure it out. I'm not against it.

Mr. Gennette: It's a formality as far as I'm concerned. I'm indifferent.

Mr. Rosenblum: Do you want to table?

Mr. Gennette: Yes.

Board to discuss and possibly approve the Town's hiring process (tabled from August 19, 2025).

Mr. Rosenblum: Basically Police & Fire do their own and come to us for approval? They basically vet with HR and hire themselves and come to us for approval. In most cases that's what's happening when we interview them anyway. Select Board, Department Heads, Town

Administrator and anything that's non department head would fall under the Town Administrator and HR.

Mr. Strange: That's the way this is written.

Mr. Rosenblum: I'm fine with that. We put people in place to do their job. We don't do their job. They report to us. If things are going well, they're going well. If there's issues we handle it with them. This makes total sense. Going through 150 pages and doing hours of tests they do, we can't do it better than they do it.

Mr. Ribeiro: It's pretty straight forward. We needed some efficiencies with Police & Fire.

Mr. Alves: I spoke with both Chiefs and they're both in favor of this approach and at the last meeting we talked about it. Do we need counsel to look at this?

Mr. Strange: We can. This was from a town out East. We can always make amendments if need be.

Mr. Alves: Would this govern promotions or just new hires?

Mr. Strange: Promotions too.

Mr. Alves: The way I was reading the language it said vacant positions so that's how it encompasses everything. In section C2 it says selection process. Department Heads are responsible for coordination of all parts of the selection process and the Human Resources Department may be available for assistance upon request. Why isn't HR driving that?

Ms. Ribeiro: That was part of the policy that I questioned. I think it should be working in coordination. We could get 40 resumes and we should be screening those. I think we can change the wording to say in conjunction or in coordination with HR.

Mr. Strange: Human Resources, in consultation with Department Heads, are responsible for the coordination of all parts of the selection process?

Ms. Ribeiro: HR will screen the resumes. We screen them in the sense of if they're completely missing the qualifications they directly go to no. We need to do that because otherwise it's going to get messy.

Mr. Alves: Maybe it's just cleaner to put in conjunction.

Ms. Ribeiro: This is nice to get it in writing.

Mr. Alves: In D1, appointing authority, the emphasis on driving this was related to the Police & Fire Departments. Personally, I would want to keep the authority as it has been with the Select Board for other staff.

Mr. Strange: The Select Board hasn't been appointing. According to the attorney, the Select Board is the appointing authority over everybody. As a practical matter, we'd have people in here every meeting.

Mr. Alves: If they've gone through the process and they're ready for an offer, wouldn't the appointment be just a vote?

Mr. Strange: You can do that. We haven't done it that way and it would elongate the process. Let's say the dispatcher at the Senior Center is open. Carrie and Lisa conducted the interviews with Jodi. Carrie signs the offer letter and sends it to the person.

Ms. Ribeiro: Once the final 1 or 2 are selected, we start doing background checks and reference checks and when we speak to the Department Head then HR reaches out and makes the offer. The Department Heads are more comfortable with us reaching out. Once we have a start date and we negotiate pay then we set up a physical and we complete any other background checks.

Mr. Strange: I'm not involved in any of this stuff.

Mr. Rosenblum: Are you good with how it is?

Mr. Alves: With the edit.

Mr. Strange: There's no rush on it.

Mr. Silva: You need legal.

Mr. Strange: If you want Kate to look at it you should table it.

Mr. Alves: I think it would be wise because it's dealing with the hiring process.

Mr. Silva: I don't think legal is going to say much to say about how we hire. We'll table it.

NEW BUSINESS

Board to discuss and possibly vote on proposal for Civil Service approved assessment center for Police Chief.

Mr. Silva: I think it's foolish to spend money on an assessment center to tell us about the guys we already know.

Mr. Rosenblum: It's not to say somebody won't apply from the outside.

Ms. Ribeiro: This is internal candidates.

Mr. Alves: I don't understand that line of thought. We just talked about this policy that is going to the Police Chiefs to allow them to hire within their department because it's not our expertise and now we're saying we don't need advice on hiring the most important person in that department.

Mr. Silva: If we're in a bind and needed to have an assessment center but I don't feel like we need to have an assessment done at this stage, but I know we're restricted.

Ms. Ribeiro: We are a civil service community. There are only a few ways to promote. One of the ways is an assessment center and you can do different things. You can do a sole assessment center, a test, weighted and graded. There's also the traditional certification or list. We're all familiar with the entry level police officer list, we're all familiar with the sergeant's list, we're all familiar with the lieutenant's list. Civil Service has gotten away from Chief's lists. They don't exist. Most communities that are civil service, because it is such a large position in most towns, municipalities have used assessment centers. There's so much that goes into leading a police department. It's not just taking a test. There's a lot of things to be taken into consideration so municipalities have moved towards assessment centers for that purpose. The assessment centers take specific traits we want and they assess them in different panels. That's how the assessment center works. Going back to the list. If there was a list in the near future, which there isn't, I've been told by Civil Service there is no list in the near future. That leaves Provisional Chief Brennan provisional until there is a list, which isn't ideal. He would have to study for that exam and we would have to have a minimum number of participants sign up for that list in order to establish a list. That's years out. If we weren't Civil Service, we could go out and post the ad. Our only other option is an assessment center. We've used this vendor for the past 2 Police Chief appointments we've had. Public Safety Consultants. I talked to him last week and told him the Board's concerns. We don't need a 3-day assessment center. We want to try to keep it as simple as possible. They understand that and are willing to work with us. There is still a timeframe we have to work with. We have to notify candidates in a certain amount of time. They just extended it out to 90 days. If the Board does approve the contract, they will work with Civil Service to move things along a little bit quicker. I understand you don't want to spend the money.

Mr. Gennette: What's the cost?

Mr. Rosenblum: \$6,500.

Ms. Ribeiro: Only lieutenants are eligible. We have 3. I understand your concerns. This process would be done by November. It would be a one-day assessment. The points are tallied up and results are sent to Civil Service. There's a time frame where they go to the candidates and there's an appeal period. He was confident that by the beginning to early November an appointment can be made. I already have the delegation agreement from Civil Service, which is a requirement. The vendor and Civil Service sign that. Once this is approved I can get the delegation agreement signed by the vendor and Civil Service. If this is approved, Public Safety Consultants will work with Civil Service to move it along.

Mr. Rosenblum: Going to a list we could be looking at 2-3 years.

Ms. Ribeiro: It's unknown.

Mr. Rosenblum: Against your angst, we spent \$25,000 or more on a Charter Committee. \$6,450 for one of the top 2-3 positions in the Town for me is a no-brainer. If we don't want to spend \$6,450 and we wait we could lose some of our candidates. We've grown a lot of our public safety from within. I would hate to see any one of the potential candidates take a job elsewhere when I think we have some of the best candidates. I'm fully in support of spending \$6,450 in order to keep who we have and if I were the Provisional Chief I wouldn't want that hanging over my head for the next 2-3 years. \$6,450 is short money on what we spend.

Mr. Alves: I agree with you completely. If you don't want to go this route, what do you suggest we do?

Mr. Silva: Get out of Civil Service and start the process now. I'm forced to do something I don't want to do.

Mr. Rosenblum: I agree. Police has been talking about getting out of Civil Service but that's through their union.

Mr. Alves: Do you think getting us out is going to be cheaper than \$6,450?

Mr. Silva: It's a problem and we've been talking about it for years.

Mr. Alves: I tend to agree, especially with a new hire. But we have a quality crop to choose from and I don't find that to be a hinderance. We're not waiting for a list. We're using a reputable assessment center.

Mr. Silva: We are spending \$6,500 needlessly.

Mr. Gennette: We would fight the Civil Service fight for years.

Motion made by Mr. Rosenblum to approve the proposal for Civil Service with the assessment center for Police Chief in the amount of \$6,450. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to discuss and approve reclassification request for DPW LATOSS 3 to LATOSS 4.

Ms. Ribeiro: This request came from Jamie at the DPW. It's in line with the continuous reclassifications we've been doing with LATOSS to try to cross train everybody and have individuals at the same level. There are some positions in offices that have more responsibility but we feel it's been working well and there's not very many 3's left. The admins that are doing true administrative work, there's still a few that need to be reclassified. This one Jamie requested because of the increased work with trash billing, sewer billing, annual meter readings and cemetery paperwork. The individual in that position is in the process of helping Recreation and Golf.

Mr. Rosenblum: What's the dollar amount on the increase?

Ms. Ribeiro: It will depend on the step. Probably \$3,500.

Mr. Gennette: We used to get the reclassification whenever we were going to make a change, for whatever the value was.

Ms. Ribeiro: We're in negotiations with them right now but the bottom scale of the 4's is around \$52,000.

Mr. Gennette: My concern isn't the LATOSS 3 to LATOSS 4, but the next one a NU3 to NU7 and I'm wondering what the value is for that and why we don't have more funding information specifically for that.

Motion made by Mr. Rosenblum to approve the reclassification request for DPW LATOSS 3 to LATOSS 4. **Mr. Gennette second.**

Mr. Alves: Doing this mid-year, budgetarily, how is this working? Are they absorbing this from somewhere else or is it in that line item?

Mr. Strange: It's the general personnel services and they've had 4 vacancies for 3 months now.

All in favor. Motion passed 4-0.

Board to discuss and approve reclassification request for Facilities Custodian NU3 to NU7.

Ms. Ribeiro: This is for our custodian at Town Hall, Jorge. He is a superior employee. He has been here since 2013. He has worked in the Town Hall. He has gone to the Senior Center. He's helped at the DPW. He's come back to the Town Hall full-time. He came back last year because the Senior Center was a lot of a job and he had some health issues so we felt it was a better fit. We replaced his position at the Senior Center with a great employee who is working out well. He was hired at an NU7, step 4 or 5. That was my base point for reclassing Jorge. Jorge is not only working at the Town Hall, he fills in at the DPW because their custodian who comes in 6 hours a week got in a car accident and wasn't able to come in. Now, since the PD custodian retired, he goes over there and takes care of the PD building too, making \$20.37/hour. This is a much needed, much overdue reclass. I will go to bat for him any day. I don't know anybody that has as much pride in his work and he has never asked for anything. He is saving us in benefits because we haven't hired at the PD. He hasn't complained once. I talked to Chief Valadas when Tammy left. The feedback I've been getting is they love him. He's going to be irreplaceable one day when he leaves. Since I've been here, we've had 3 custodians after Jorge left and went full-time and a cleaning company and no one compares. This man is a hard worker. I know it appears like a large increase but he deserves it. I take accountability because I should have realized that when we hired Dennis at the Senior Center.

Mr. Gennette: This poor guy.

Mr. Rosenblum: He's saving us \$25,000.

Motion made by Mr. Rosenblum to approve the reclassification request for Facilities Custodian from Nu3 to NU7. **Mr. Gennette second. All in favor. Motion passed 4-0.**

Board to approve and sign minutes from Select Board meeting of August 5, 2025.

Motion made by Mr. Rosenblum to approve and sign minutes from Select Board meeting of August 5, 2025, with all members present. **Mr. Gennette second. All in favor. Motion passed 4-0.**

Board to approve and sign minutes from Select Board meeting of August 19, 2025.

Motion made by Mr. Rosenblum to approve and sign minutes from Select Board meeting of August 19, 2025. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to approve and sign contract between the Town of Ludlow and EJ Prescott for FY26 DPW annual bid.

Mr. Strange: They were the low bidder for sewer line work. We were chasing them for a signature for a long time.

Motion made by Mr. Rosenblum to approve and sign contract between the Town of Ludlow and EJ Prescott for FY26 DPW annual bid. **Mr. Alves second. All in favor. Motion passed 4-0.**

Board to appoint Det. Lt. Sean Knox & Det. Peter Gallagher as License Agents for the Select Board in place of Det. Lt. David Kornacki due to retirement.

Motion made by Mr. Gennette to appoint Det. Lt. Sean Knox & Det. Peter Gallagher as License Agents for the Select Board in place of Det. Lt. David Kornacki due to retirement. **Mr. Alves second.**

Mr. Alves: In this email chain it lists 4 individuals and we're only appointing 2. Are we to assume the other 2 are already appointed?

Mr. Strange: I'm not sure. I can get an answer.

All in favor. Motion passed 4-0.

Board to review and discuss the October Special Town Meeting warrant.

Mr. Strange: Article 1 is the annual unpaid bills from the previous fiscal year.

Mr. Alves: These are all just timing, right?

Mr. Strange: All of these were bills that generated in fiscal 25 and not paid. With respect to the 250th there was an additional wrinkle because the 250th was dissolved. I think we became aware of the invoice before July 1 but there was no more 250th. Legally, the Town could not use the 250th money to pay for it. That 250th money will close out the free cash. Article 2 is the acceptance of Millside Drive. I got the language from Mead, Talerman & Costa today. It's almost identical language to the article for Riverside Drive. Hopefully Town Meeting accepts it as a public way and it will create frontage on the 4 parcels on Millside that have all been sold.

Mr. Gennette: Article 3. Strategic Planning Committee. I think I've covered this quite a bit. I requested that I table this and pull it off of the warrant for October 6th and push it off until May. I want information to go out to other departments. I think it's important we have an inclusive environment around this.

Motion made by Mr. Gennette to table article 3, the Strategic Planning Committee, until the May 2026 Town Meeting. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

Mr. Strange: Article 4 is requesting that Town Meeting accept the donation of a piece of land located at 319 West Street, which abuts our landfill. The Town has an ongoing obligation with Mass DEP to keep it clean. There is annual reporting and inspections they need to get done. This will make it easier for DEP to do their investigation. At some point in the future, if the Town chose, we could explore expanding the solar array that's located on the landfill.

Mr. Gennette: This property was right behind me at 329 West Street. This is the old Scott's Family property. There is a right of way that comes out on West Street and Holyoke Street too. I'm just wondering what we're going to do with it.

Mr. Strange: We're expanding the footprint of the solar array. DEP has to go in through 319 West Street. There is an access point to get back to the landfill.

Mr. Gennette: We're expecting to expand the solar?

Mr. Strange: There's no expectation but there is a possibility. It's primarily to make it easier to comply with DEP. Article 5. I met with BJ and Paulina trying to figure out ways to enhance our enforceability of unkept properties in Town. Article 5 would amend section 4-35 of the Town bylaw by reducing the time periods associated with identifying a property as unkept. Right now, it's 60 days. With the recommendation of BJ and Paulina this would reduce it to 30 days. It would reduce the time period the Town could take action on a vacant property from 180 days to 45 days. Those changes are also in C5 reducing the time period from 180 days to 45 days.

Mr. Alves: You said you got some guidance from Paulina and BJ. Is that with all the timelines?

Mr. Strange: Yes.

Mr. Alves: I have some pause because it goes into utilities that have been shut off, removed or cut & capped. What if you're only here 6 months out of the year?

Mr. Strange: As a practical matter, we wouldn't enforce if we knew someone was down South for the winter.

Mr. Gennette: They still have to keep their properties kept up.

Mr. Strange: The only way we would know if a property was vacant was if it became unkept.

Mr. Silva: Technically, that's not a vacant property either.

Mr. Alves: According to this, it is.

Mr. Strange: You have to read it in the context of vacant and unkept.

Mr. Alves: This is with the guise of being able to enforce or follow through. Do we know how many violations we've had in the past calendar year? With this and the signs, I notice we're increasing the value of the fines. What gives it teeth? Does increasing the fine give it teeth? I'd argue no if the enforcement isn't there. If that's not right now and it's something we need to ponder for the next meeting that's fine. For example, Springfield is doing something similar. They have a fine structure. One of the things they're looking at is you're in violation. You start to accumulate fines and if you don't pay your fines in a 6-12 months then it becomes a lien on your property. Whether the fine is \$10 or \$10,000, if the enforcement isn't there is it effective?

Mr. Strange: This is not my area of expertise so I have to rely on BJ and Paulina and they're both very busy right now. We did talk about some samples from Fitchburg that Paulina had. It was more along the line of giving the Town more authority when you can't track down the owner. That's been a source of delay and frustration for both departments. The process to lien is a very long process, which is why they wanted to start earlier. If we want to dig a little bit deeper I'm going to have to rely on them. I don't know if we'll get there for October.

Mr. Alves: I'd rather do it right once than piece meal it.

Mr. Gennette: I agree with Mr. Alves. We're really crossing the boundary between vacant and abandoned and I think we need to clarify what the 2 are.

Mr. Alves: All these need to be used with judgement too. If there's a situation where you see an unkept property and it's an elderly person that's ill we're not going to start hammering them with fines. You need to understand each situation as it comes in. In my dealings with Paulina and BJ they would probably be the main people enforcing these things. They're very attuned to understanding the situation at play as well.

Mr. Gennette: I think this article gives Paulina and BJ teeth in being able to enforce whatever it is. They're looking for clarity so they can do their job.

Mr. Alves: That bylaw is there. All this is doing is cutting down those timelines.

Mr. Gennette: We do need to table this. I love the idea of being able to improve our ordinances.

Mr. Alves: I think we need something like Springfield is looking at now.

Mr. Gennette: If this went forward at Town Meeting, would Paulina or BJ be there to talk about it?

Mr. Strange: I would ask them.

Mr. Alves: My mindset is see where you can get, because we don't need to finalize this for 2 weeks. If you're not comfortable or you think you need more time, I'm ok with it being a May item. I have similar comments with the signs.

Mr. Strange: Article 6 would create a Department of Municipal Finance and create a Finance Director. We talked about this a few years back when Kim Collins was here. According to Mass laws, Town Meeting has to create this department and position. It consolidates responsibility in one person, who is the Director of Finance. That person would be an existing employee. It would be Accounting, Treasurer/Collector, Assessor would all be reporting to the Finance Director. Right now, they report to me. It's another effort to centralize operations and increase accountability.

Mr. Silva: How would you choose?

Mr. Strange: We already have an idea.

Mr. Silva: If somebody is taking on that responsibility, won't it cost dollars?

Mr. Strange: Probably have to give them a raise.

Mr. Gennette: Is this standard throughout towns?

Mr. Strange: This was one of the recommendations in the financial management review? Article 7 would create a Capital Stabilization Fund which would create additional transparency and predictability on how much the Town has available for Capital funds. We've been relatively consistent with how much we get certified in free cash every year; however, there is no guarantee. As a practical matter, what would happen is the Select Board would allocate a certain amount of money from free cash every year to set aside into the Capital Stabilization Fund, which Capital would use as a basis for their recommendations to the Select Board and Town Meeting.

Mr. Rosenblum: I like this. We've always waived on what the process is. Do we approve or not approve things in Capital. If we know how much we can do and we see a dollar amount going forward. I like this because it's a little bit clearer where it's going.

Mr. Gennette: I was looking for a building fund. Can this be used for that? If we run into a situation where we have to replace a building and we've been building this building infrastructure fund we may be able to offset the cost of some of those bonds necessary to be able to do that. For example, let's pick up some of the savings interest instead of the bond debt. We have a stabilization fund. We don't have a building infrastructure fund.

Ms. Strange: We have a building infrastructure fund that gets funded \$100,000 every year.

Mr. Alves: Would this give us flexibility? If money is in a reserve fund do we still need to wait for annual?

Mr. Strange: Town Meeting is the only body that can appropriate funds from a stabilization fund by a 2/3 vote.

Mr. Rosenblum: Stabilization is the savings; free cash is the checking.

Mr. Strange: Article 8 would create a Parks & Recreation Capital Stabilization Fund specifically for the parks. This is an additional layer of transparency and predictability for getting our parks back up to where we know they need to be.

Mr. Rosenblum: This has a better chance of being a yes over saying we want a CPA. In the future I would like to see more input from Recreation. We're creating funds that can help towards rainy day or bonding.

Mr. Alves: I agree but I don't think it's the answer to a CPA, it's a band-aid.

Mr. Strange: Article 9 would create a development program fund for our DIF District. We're at the point now where we're accumulating funds from growth in the DIF district and we need a fund to segregate those so they don't get closed out to free cash. We can also use those funds to pay down debt service. Previously, Town Meeting approved the financing plan for certain things in town. This creates the fund where the money would live. Article 10 is the sign bylaw enforcement that Anthony was referencing. The State maximum fine is \$300/violation which is essentially \$300/day. This bylaw would increase the fine from \$100 to \$300 as a method of enhancing enforcement.

Mr. Gennette: This is enforced by the Building Inspector.

Mr. Strange: Yes. Article 11 would create an unreasonable noise bylaw defining noise standards for exterior for construction for maintenance and provide exceptions for town approved events, transportation infrastructure like the Pike, public utility work and operations at Westover Air Force Base. It also gives the Ludlow Police Department discretion when situations arise that don't fall within the bylaw. I did send this to Provisional Chief Brennan and he had some changes to it which were incorporated.

Mr. Rosenblum: Looking at daytime level and EPA suggestions of 55-70, I'm not saying go in the middle but maybe move it to 60. 70 is usually around the max of daytime. I have no problem with 7:00 a.m. – 10:00 p.m. but I would rather see that number go from 55 to 60.

Mr. Strange: The responsibility would fall to the property owner.

Mr. Gennette: If you're telling me the federal requirement is 55-70 I think we should find the median. When I go to Town Meeting, I want to be able to tell Town Meeting members that the median range by the EPA is 62.

Mr. Strange: In order to find a median, you'd have to find actual data points. What about the nighttime.

Mr. Rosenblum: I've seen 45 as the norm.

Mr. Alves: Do the police have these machines?

Mr. Gennette: The police have them and when they respond to a noise complaint I believe they bring it with them.

Motion made by Mr. Rosenblum to amend the daytime level from 7:00 a.m. – 10:00 p.m. from 55 to 60 decibels. **Mr. Gennette second. All in favor. Motion passed 4-0.**

Mr. Alves: This governs Monday – Saturday. I'm talking about construction and maintenance. If it's inclusive of those dates, we're not allowed to do construction on Sunday without a permit? In maintenance noise standards, is this going to get into a neighborhood tiff if someone is mowing their lawn on Sunday? Let's see what a range is for this and make sure it's tailored.

Mr. Gennette: I think specification for Sunday would be good.

Mr. Strange: Article 12 would adopt the newly passed MGL Chapter 138 Section 12D which allows towns to convert on premises beer & wine liquor licenses to all alcohol. We have 4

beer & wine on premises: the Tennis Club, TCO Party Occasions, the pizza place near the mills and Barburrito.

Mr. Rosenblum: We could be basically eliminating beer & wine.

Mr. Strange: The licenses are beer & wine and if you convert it you still keep it if you don't have a full on-premises quota you can go above and beyond that. If that establishment closes it reverts back to a beer & wine. Of all the types we have 1 opening.

Mr. Gennette: This is to get in line with Mass General Law.

Mr. Strange: It was a compromise at the local level because there has been a movement to allow cities and towns to determine how many liquor licenses they want. Articles 13 & 14 are Planning Board.

Mr. Rosenblum: Can we make a note to look into the process again of applying for more all liquor?

Board to discuss implementation date for bi-weekly payroll.

Mr. Strange: We wanted to make you aware of what's going on with the bi-weekly payroll. We were pursuing automating our payroll and our HR functions with ADP. It didn't work out. There were too many workarounds. We thought it would be an automated process from Munis to ADP and we thought they would talk well with each other, but they don't. We told ADP we were not going to go forward with them. It's delayed our bi-weekly payroll. We wanted to roll it out in October but it's going to be November 13th. We vetted through the Treasurer's office if they wanted to do both Town and School payroll on the same week and they chose to stagger them. We are distributing information on things employees need to do.

Board to discuss and possibly approve an additional \$2,100 in Building Infrastructure funds to retrofit Town Hall office space.

Mr. Strange: This is the retrofit of the current HR office. Mountford, who did our roof project, is going to be installing an ADA accessible counter. They're going to take out the door that faces Lisa's office and make it solid.

Motion made by Mr. Gennette to approve the additional \$2,100 in Building Infrastructure funds to retrofit Town Hall office space. Mr. Alves second. All in favor. Motion passed 4-0.

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.

TOWN ADMINISTRATOR'S REPORT

Mr. Strange: The fiscal 26 trash fee will be sent out around October 1st and payment will be due by December 1st. It is \$200 this year. The HR office is moving up to where the Treasurer/Collector is and the Collector staff predominately is moving down to HR on the first floor. That will make it easier for residents to pay their bills. It also creates some operational efficiencies for the Human Resources office. Special Town Meeting is October 6th at Ludlow High School. We're doing a pre-meeting for that to preview the articles for Town Meeting members Monday September 29th at 6:00 p.m. We're sending out letters to Town Meeting members this week to invite them.

Mr. Gennette: Can we get a copy of the Police Chief's contract so we know what we're looking at? Festa outside of Lusitano was super active this year. The partying in the streets has been insane. I don't know if we need to talk to the police about it.

Mr. Rosenblum: I do not have any closing comments.

Mr. Alves: I don't have anything.

Motion made by Mr. Rosenblum to close the Select Board meeting at 8:46 p.m. **Mr. Gennette second. All in favor. Motion passed 4-0.**

Chairman

Ludlow Select Board

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



**Town of Ludlow
Office of the Select Board**

The Meeting of the Select Board held on Tuesday, September 4, 2025, began at 5:30 p.m. in the Select Board's Conference Room.

Members Present: Anthony Alves, James Gennette (late), William Rosenblum and Manuel Silva

Motion made by Mr. Rosenblum to open the meeting at 5:40 p.m. **Mr. Alves second. All in favor. Motion passed 3-0.**

Mr. Silva: 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 not being recorded by Ludlow Community Television. If anyone else is recording, please identify yourself now. There is no one.

First order of business: Pledge of Allegiance

Board to authorize an upcoming bond sale.

Mr. Oglesby: I'm Ben Oglesby. I'm with Unibank. We serve as the financial advisor for the Town of Ludlow. On the 2nd, the Town sold general obligation bond anticipation notes in the amount of \$4,711,383. The notes are dated to close as of September 10th and they're for an entire year. The purpose of the bond anticipation notes is mostly for the school project. Chapin Street Elementary School. The town has been awaiting a final MSPA grant so until that time it's just been the remaining piece grant. Until that comes in, the town has been issuing notes. In addition, there's also a small amount of \$144,956 for an HVAC system for the town's public safety facility. This was originally authorized for \$2,400,000; however, as I understand it the bids came in high and I guess you're rethinking whether to do the project or not. In the interim, basically reapplying borrowed proceeds to pay off the notes to reduce the size of the note that was issued last year which is \$7+ million dollars. It's a much smaller note than last year. The notes were sold. We received bids from 2 bidders. We thought they were pretty good bids. The winning bid was TD Securities with a net interest cost of 2.875. The other bid was from Oppenheimer & Company with a net interest cost of 3.007. They both bid the full amount so the award was given to TD Securities based on the net interest cost.

Mr. Silva: Is TD an affiliate with TD Bank?

Mr. Oglesby: Yes.

Mr. Silva: You know better than we do. You're in this day in and day out so if you feel this is the best we can possibly do I don't have any questions.

Mr. Oglesby: We've seen interest rates drop pretty significantly the last few months. We're seeing interest dip below 3%.

Mr. Silva: There is word that interest rates are going to drop.

Mr. Oglesby: We're anticipating the rates dropping. I haven't seen a bond anticipation above 3 in the last week or 2. You got a very competitive interest rate.

Mr. Gennette: Ryan, do you like how we look and the position we're in?

Mr. McNutt: The only thing I would recommend with respect to Marc is to consider paying off the 2.8 million.

Mr. Strange: The 2.8 million dollars that we borrowed or were issued for the public safety initially, we've just been carrying the cost without using it other than the \$144,000. The thought was to settle that and go for a brand-new bond in May for whatever the amount is so we're not paying for money we're not using.

Mr. McNutt: When you went out, you thought the project was going to be 2.8 and the bids came back 3+ million and now it's 2 years later so there's more inflation. I don't want to speculate but it might be better to try to get the green letter for borrowing once the estimate of the project is closer to reality so you're not holding money you're not going to spend down. The second thing is there's something called authorized unissued debt. It means that Town Meeting at one point in time authorized the town to be able to borrow X amount of dollars. That has a material effect even if you don't borrow those dollars. There is some recommendation on some 2017 debt to rescind some of that authorization. Nothing will happen. We didn't borrow the money. We didn't obligate ourselves we just gave ourselves the ability to obligate ourselves and we should undo some of that.

Mr. Strange: Would that be a Town Meeting vote to rescind the authorization?

Mr. McNutt: Yes.

Mr. Alves: Do we know what those are for?

Mr. McNutt: A million 80 is for a series of renovation projects for town buildings. The original authorization for this purpose was 2 ½ million. \$1,420,000 was financed by an issue of general obligation bonds in 2017. The remaining authorization is excess authorization. I'll put together the math and bring it back to you guys for consideration of a Town Meeting warrant. Other than that, everything looks OK.

Motion made by Mr. Gennette that the Select Board in the Town of Ludlow Massachusetts certify this meeting of the Board held September 4, 2025, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed. All of which appeared upon official record of the board in my custody. Voted: to approve the sale of \$4,711,383 4.00 percent General Obligation Bond Anticipation Notes of the Town dated September 10, 2025, and payable September 10, 2026 (the "Notes"), to TD Securities USA (LLC), at par and accrued interest, if any, plus a premium of \$53,003.05. Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated August 26, 2025, and a final Official Statement dated September 2, 2025, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted. Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time. Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws. Further Voted: that any certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures. Further Voted: that each member of the Select Board, the Town Clerk

September 4, 2025

and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes. I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended. **Mr. Alves second. All in favor. Motion passed 4-0.**

Mr. McNutt: Another good reason to pay off the 2.8 million is it is subject to arbitrage. That burden might become lessened as the interest rate goes down. If the Fed drops the interest rate this month by 25 basis points the arbitrage liability would correspondingly be reduced. Right now, with interest rates really high we're making money off of tax-exempt stuff so we'll owe the Federal Government more money.

Mr. Strange: Do you need anything else from us? The Clerk has to sign.

Mr. Gennette: As far as the May Town Meeting and paying off, you said going forward there are some other things we can do.

Mr. McNutt: I'll get all that to Marc.

Motion made by Mr. Rosenblum to close the meeting at 5:58 p.m. Mr. Alves second. All in favor. Motion passed 4-0.

Chairman

Ludlow Select Board

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



**Town of Ludlow
Office of the Select Board**

The Meeting of the Select Board held on Tuesday, September 16, 2025, began at 6:00 p.m. in the Select Board's Conference Room.

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

First order of business: Pledge of Allegiance

Mr. Silva: 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. There is no one.

6:00 p.m. – PUBLIC COMMENT

Ms. Marek: I'm Judy Marek. I live in this Town in an over 55 community where they have provided us with a tremendous, humongous trash barrels. They're extremely difficult for disabled, elderly people to handle. I have spoken to the DPW and they told me there is no such thing as a senior barrel; however, I know personally of that have senior barrels which are half the size and are manageable. In our community there is a woman who is taking her trash out with her walker to her neighbors after they put their barrel out because she can't handle the barrel. This person is totally blind and has to contend with a walker and huge barrel going down the driveway. There is another person who has stopped recycling and another one whose sister is picking up her trash once a week and taking it to her house because she's also too disabled. I am barely managing to get the barrels out myself. I have lived in the Town of Grafton and when this happened there I called the DPW and they sent me the senior barrel the next day, which is half the size. I know the Town of Longmeadow issued small barrels to everybody and if you wanted a big barrel you had to ask for it. I'm asking if you could also provide us with the smaller barrels.

Mr. Silva: Thank you for coming in. I did mention that at one of our meetings with the DPW. We're going to have to try to figure something out.

Ms. Marek: There are almost 100 residents in my community and most of them are ready to sign a petition.

Mr. Gennette: What were you using before?

Ms. Marek: I was using a barrel half that size. I know the other barrels are available. The DPW gave me the name of the company that manufactured our barrels so I called them to see if they made a smaller one and they never heard of us.

Mr. Silva: We will look into it to see what we can do.

Ms. Prairie: I was very pleased with Ludlow when I moved for the good service. Now they're taking away everything. I can't see or drive or leave the house by myself. Why did they stop the health nurse?

Mr. Rosenblum: That's going to resume.

Mr. Silva: Thank you. We'll look into it and do our best.

VISITATION

6:00 p.m. – Board of Assessors – To discuss billing practices and FY26 tax classification hearing and target dates.

Mr. Strange: We wanted to invite Joe, Tony and the rest of the board members to come in and talk about how we do our billing. It's been evolving over the past months to years to try to understand what the process is. Joe and I met today to talk about we've been late with our tax classification hearings so we looked at the calendar and December 2nd is the last meeting that we can do it.

Mr. J. Alves: We're planning on finishing our data this month. We got the Vision commercial this week and we should be finished by the end of the month to turn our data to DOR in October and classification hearing target is the week before Thanksgiving. Kirkwood needs at least 3 weeks to mail out the billing and there's always some crux with the software. We started early anticipating some of this. Other departments, like accounting, play a factor.

Mr. Rosa: If we're submitting the data by October, is there any way we can move that hearing before the first week of November?

Mr. J. Alves: It depends. The sooner we're done with our DOR approval we can move it up. They have a 1–2-week turnaround.

Mr. Silva: The earlier the better. As you know, we have been considerably late several times.

Mr. J. Alves: In fiscal 23 we did get the bills out on time. 2024 is when we started running into issues. They went out late due to Munis software upgrade. This year in 2025 we upgraded our CAMA to Vision and Vision and Munis had issues with their bridge so that hung us up. Preliminary is a little easier because you're not working with values. The actual is where we're running into issues with software combined with having the late classification.

Mr. Silva: That's dangerous.

Mr. J. Alves: Corelogic has helped out. That's the mortgage payments and escrow. The last 2 years the software has put us up against it. It's been a lot of work to get these out in time. Marc has been right there with us. I think we're over the hump. I'm not expecting anything. Normally we run, train and test a month ahead to make sure there's no issues but once you jump into the live we find more issues. It creates a lot of stress for the residents.

Mr. Silva: I know the excise commitment comes in whenever the registry does it.

Mr. J. Alves: We follow the municipal calendar. That's DOR driven. As it comes in, we process it right away. We try to give the Treasurer/Collector enough time to get the billing to Kirkwood and mail it out. We push out billing as fast as it comes in and as much as the Treasurer/Collector can handle. We have about 8 commitments per year, 4 excise commitments plus boat excise. Having finance meetings helps a lot.

Mr. Rosenblum: As we've been doing with other departments, trying to solidify those timelines so we're more timely when we do the budget. We have gone through a lot of upgrades so hopefully the bugs are getting worked out.

Mr. Gennette: I was approached by a resident yesterday and they were asking about their tax bill going up and didn't realize the difference between the assessment and tax. Are you seeing the housing market going as crazy as it has in the past?

Mr. J. Alves: They're not slowing down. We're looking at another 10% increase in value, which means our tax rate will go down. Your average tax bill will go up \$300 per medium household. It's close to \$300,000. Our new growth will be the same as it has been. Our numbers are healthy especially with the mills coming on board. There's a lot of construction and sales. We're entering into the million-dollar home assessment and lots of them.

Mr. Rosa: Ultimately, the driver of the tax bill is the budget because you back into the number that you need.

Mr. Gennette: MMWEC.

Mr. J. Alves: That's a local receipt. They've been going down a little bit but they did go up on their solar facility. A lot of people think 2 ½ is reflective on your bill.

Mr. Gennette: There's no room in the math to ease off and wait for things to correct?

Mr. J. Alves: We can just hope for growth. More construction and development is the best anecdote for this.

Mr. Gennette: Doesn't that drive assessments up?

Mr. J. Alves: It does in the areas it's being built. Generally, the sales across town are very high. It doesn't matter where you are or what you're selling, the sales are well above the assessment. The last couple years you'll see the assessment go up high, tax rate is going down and tax bill has been going up. The best tool is a double-edged sword and that's to develop more and bring more projects. We're lucky with solar. A battery storage facility that wanted to come on board but backed off so we need projects to help out the tax base.

Mr. Rosa: In the last 10-20 years they've hired more administrative staff than teachers. Maybe if people could look at administrative staffing, not teachers. I think there's some administrative fat in the school system and if you want to save the taxpayers some money that's probably a place to look.

Mr. Gennette: We look through everything we can. Not just the schools. We try to cut. There's not as much fat as everybody would like to believe. I appreciate your comment.

Mr. J. Alves: Expenses go up, services are going up.

Mr. Gennette: That doesn't affect the assessment.

Mr. J. Alves: It does and doesn't. The assessment is market driven. The last 2 years of sales keep going up. Ludlow is entering into a new valuation where we're starting to see a lot of homes go above a million. Hundred Acre Wood is pretty much sold out and there's a new subdivision coming online next to them. He purchased another 60-70 acres and that's going to be coming online in the next year or 2.

Mr. Gennette: How does that effect the prices of the houses down off of State or in the downtown area?

Mr. J. Alves: The immediate effect is the surrounding neighborhood. We assess by neighborhood. We can't assess at the same rate. It's neighborhood and sales driven. Ludlow is building and it looks like it's not going to stop. It's good for us because we need the income but it brings more students and adding to more services.

Mr. Rosa: There's only 2 ways to lower your tax bill. Lower the budget or bring in new growth.

Mr. Gennette: The services you're talking about don't get cheaper, which doesn't drop your budget.

Mr. J. Alves: The mills have been a tremendous asset for us. We've encouraged them to develop and it's starting to pan out.

Mr. A. Alves: Marc referenced December 2nd.

Mr. Strange: That's the last date.

Mr. J. Alves: Kirkwood needs 3 weeks to get the mail out. Before we did billing inhouse and that can get us out of a jam. Without that you have to be ahead of the game.

Mr. A. Alves: Let's pick a date that's aggressive and realistic.

Mr. Strange: You have a meeting November 18th and that's right before Thanksgiving.

Mr. Silva: I usually went the 1st or 2nd week of November. The Assessors don't bill; they provide the data.

Mr. Gennette: They have to give them the data on time.

Mr. J. Alves: The earlier the better.

6:30 p.m. – Pedro Alvarez, Tapestry Health – To request opioid settlement funds.

Mr. Alvarez: Thank you for having me. My name is Pedro Alvarez. I am the Director of Harm Reduction Services at Tapestry. In that role, I oversee our harm reduction program throughout Western Mass. We have 6 brick and mortar sites. We cover 3 counties, Franklin, Hampshire and Hampden. Our brick-and-mortar sites are located in Greenfield, Northampton, Holyoke, Springfield, Chicopee and Westfield. We venture into 11 different communities where we offer mobile services. Ludlow happens to be one of them. I shared some data and updated numbers from January 1 – August. We offer harm reduction services in Ludlow where we focus on 3 main goals: preventing overdose death by distributing Naloxone, providing overdose response training, reducing the spread of HIV and Hepatitis C by providing sterile syringes and collecting used ones daily safely, connecting residents to healthcare, treatment and social services through referrals, outreach and mobile visits. In the last year in Ludlow, we served 30 unique residents through 81 different encounters. We distributed 6,000 sterile syringes and safely collected more than 5,700 used ones; we provided 61 doses of Naloxone and trained more than 25 people to use it. Each one is a potential life saved. We connected residents to wound care, mobile health services and referrals for treatment. These numbers represent real people, neighbors, community members who are alive and healthier today because of this work. Some of the community benefits are that this work doesn't just impact individuals, it benefits the entire community. There are fewer syringes in public places. Fewer infections mean fewer health care calls and more lives saved reduces the burden on police, fire and EMS. Paulina requested \$20,000 and abatement funds are available to support prevention, harm reduction and treatment and recovery. We are asking for your support in allocating a portion of these funds to sustain and expand our work in Ludlow. This will allow us to increase mobile outreach hours, support staffing and enhance coordination within the Town. We come in on a regular basis and provide mobile services. That comes in way of our delivery service. We have a van that comes in. They usually call the Chicopee site and ask for it to be delivered. Sometimes we're meeting people right where they're at. We also provide Naloxone training throughout Ludlow predominately to different agencies and entities. We do frequent the County Jail in Ludlow. We visit the stabilization center every other week and provide Naloxone training. We're at the medium facility providing Naloxone trainings in between those weeks. Gandara has a TSS here where we provide Naloxone training, screenings for HIV and STI's. We come to the Everest Recovery Center located in Ludlow where we provide education, Naloxone trainings and Naloxone distribution as well as screening and counseling for HIV and STI's. I'm not here asking to open a brick-and-mortar site because I don't think that's needed because it is a small, close-knit community. We're not looking to expand services here. We're asking for support to continue our mobile delivery services and in-reach and out-reach community as well.

Mr. Gennette: You mentioned the stabilization center at the jail. Were you including the numbers for that?

Mr. Alvarez: No. I did not include the numbers for the stabilization center or medium facility. I wanted to highlight more of what we do in the community. We do have a great partnership with the Hampden County House of Corrections and Sheriff Cocchi. We also do post overdose work with Hampden County Sheriff's Department where we do some follow up and door knocking for individuals that experience overdose. Since January we had 3 post overdose visits in Ludlow. We partnered up with Ashley Jediny who works out of the Health Department and we do some follow up to individuals that experience overdoses. Not too

long ago I joined then Director Liz Whynott and I was the Director of Operations. Liz Whynott transitioned to RISE, a state-wide organization, and I am filling the role as the Director now.

Mr. Rosenblum: Originally we voted yes and then we rescinded it. Mr. Goncalves had some reservations. We wanted something more in depth. What it came down to for us was the support of the Board of Health and Health Department and understanding that with our opioid funds to make sure they are being used for the purpose they're meant for. This clarifies what the exact services are. Understanding the opioid funds are going towards harm reduction and the accounting of the funds. With the other ones, they submit invoices to us. We talked about making sure anything you're doing gets submitted to Paulina and she signs off on it under our guidelines we have with the opioid funds. This is more clear to me. We said yes before and it's still \$20,000.

Mr. Alvarez: We work with municipalities in the same way. Recently, we were granted opioid abatement funds in the City of Springfield to work in conjunction with other organizations; Gandara and New North Citizens Council to increase collaboration, increase our outreach efforts, increase some of our education. It works the same way. We submit and invoice to the Department of Health and Human Services, led by Justin Chapman. He has final approval. If he doesn't agree with it he'll send it right back. We know that process and we're very aware of how that works and willing to do that here.

Mr. Rosenblum: The other concern was making sure these funds are going to Ludlow.

Mr. Alvarez: We have working relationships with the Department of Public Health and Paulina, but we sit in bi-monthly meetings at the Police Department. We try to work out what's needed in this community. A lot of it is information sharing. At some of our sites we have FTIR capacity where we do real time drug checking. Drug trends change pretty rapidly and we want people to be prepared. We're always looking to build those partnerships up and having those working relationships in these communities.

Mr. Alves: Thanks for all the info. I agree with a lot of Mr. Rosenblum's line of thinking. I think it's good we have a support letter from the Board of Health showing the interactions with your organization. I think you've done a good job with your narrative. You've included a proforma expense report and how those directly correlate to our town. Another big point is the interactions and preventions this intervention can provide do reduce some stress on Police, Fire, EMS. I think the request is in line with what the funds should be used for.

Mr. Rosenblum: It's a support system to what we currently have and takes pressure off of our current services. We're using money that is not affecting our budget.

Mr. Gennette: Is Tapestry a non-profit?

Mr. Alvarez: Yes. A lot of our funding comes from the Department of Public Health. We do go after specific grants and now opioid abatement funds have presented themselves. We've seen some cuts going into this fiscal year so we're seeking out funds to continue the work we're doing.

Mr. Silva: We were in a quandary because we didn't have a letter from the Board of Health suggesting their support. Mr. Goncalves did some research and found that Tapestry did some things we didn't feel fit the opioid things you have now outlined here.

Motion made by Mr. Rosenblum to award opioid funds not to exceed \$20,000 to Tapestry Harm Reduction for the Town of Ludlow. **Mr. Alves second. All in favor. Motion passed 4-0.**

Mr. Alvarez: Thank you. I appreciate you and look forward to this working relationship with the Town of Ludlow. It's unfortunate that I have to be here to have this conversation. From 2016 to 2023 the Town of Ludlow has seen 47 fatal overdoses. It's the impact we try to minimize.

NEW BUSINESS

Board to discuss and possibly approve reclassification request for Library Tech at Hubbard Memorial Library from L3 to L2.

Ms. Collette: In August 2025, we met with the Board and made the motion to reclassify the labor grade of the adult services L3 senior para librarian to an L2. In 2022 we were granted a new position for the reference and library technician. We have two L3 seniors and we only require 1. Since the addition of that reference library technician, we don't need 2 more L3's. It does have a rather large salary. It's not significantly less than and in some cases more than somebody with their master's for management and reference technology librarian. Both the reference and library technology librarian and the L3 para librarian for senior adult services positions are currently vacant so it makes sense to make this change. Many of the things the L3 had prior to us getting that new position has been transferred to that new position.

Motion made by Mr. Rosenblum to approve reclassification request for Library Tech at Hubbard Memorial Library from L3 to L2. Mr. Gennette second. All in favor. Motion passed 4-0.

UNFINISHED BUSINESS

Board to discuss and possibly approve Town Hiring Process (tabled from August 19th).

Mr. Gennette: I'm comfortable with where we are.

Mr. Alves: When we left it the only comment we had was with regards to section where the language was where the department head and HR work together coupled with having counsel do a broader view. Also, the Board has to keep the appointing authority.

Mr. Strange: We double checked with Town Counsel and the way our bylaws are written and the State law is written, the Select Board is the appointing authority for all employees. As a practical matter, it's going to create a headache for us. For example, we have a candidate we like for the Select Board so we had to tell her we like you and we're expecting the Board to appoint you October 7th. Does that person need to come in and interview? Does she have to come here or not? Will that policy change with a change in the Chairman? None of which we can control, but that was what we were trying to avoid.

Mr. Gennette: I don't know that we have to interview everybody that comes through here. We only have to appoint. If the department has decided on who they would like and they have a candidate, you could come before us and say this is the person we like and we hope that you appoint this person to our Board. If at some point we had a problem we could air our difference at that point or approve. I don't think we have to go through a whole interview process every time you want to hire a janitor. It seems like a big waste of time to me.

Ms. Ribeiro: It's not just having that candidate come in for an interview. It slows down the process. Right now, we are working with a candidate for an open vacancy and we can't move forward based on the attorney's opinion until this board formally appoints. It holds up this individual giving notice, us making an offer and negotiating. The question is are you going to want to interview these people? We have to keep in mind these are open meetings. If somebody is coming in to interview for a position that could be putting them at risk. The biggest issue is time. We did interviews on September 10th and we're at a standstill until your next meeting on October 7th. In a market where we don't have a lot of qualified applicants that could put us at risk of losing somebody.

Mr. Gennette: For me it would be if we had to have an interview for a substantial position we would want to interview and have some influence on that decision. Especially if it's a counterpart. Other than that, it would be up to the Chairman to say I think we could just appoint this person and put them on the agenda. The inefficiencies of a municipality are ridiculous.

Mr. Silva: What about letting them know the Board has them on the docket for appointment and if they could come in for a meeting. I don't want to interview. I would like to see who we have hired or appoint them first and have them come in after for a meet and greet.

Mr. Rosenblum: I think it's the prerogative of the Board, not just the Chairman. Are you able to go through the process, select a candidate, negotiate with them, do the background check and we don't have a meeting for a week, can you still go ahead and give them an offer. Then they come in the next week saying you have the job but as protocol we need to formally say yes.

Mr. Gennette: No, we have to appoint them.

Mr. Strange: This is what we were trying to avoid. They're not comfortable coming into meetings. Plus, the time delay. We can't do anything unless we change the bylaw.

Mr. Gennette: After the changes are you comfortable with this?

Mr. Alves: Yes, those were the only remarks I had.

Motion made by Mr. Gennette to approve the Town Hiring Process as presented. Mr. Alves second. All in favor. Motion passed 4-0.

Ms. Ribeiro: Going forward, are we with Mr. Silva as the Chair to assume we're going to bring in all candidates in? This is our biggest question.

Mr. Strange: The policy while you're Chair, is it going to be that if we're recommending appointing somebody that they come in and meet the Board?

Mr. Silva: If they can come in that appointment date, fine, if not some other date.

Mr. Alves: Is that a one-person decision or Board decision?

Mr. Rosenblum: In the future we can work on a bylaw so we're not putting every person through this that we don't need to. As we've said before, Department Heads know their departments.

NEW BUSINESS

Board to discuss and possibly approve to renew the agreement between the Town and Faith Community Chapel for snowplowing.

Ms. Morrison: I'm Lisa Morrison, the Pastor of Faith Community Chapel, which is across from East Street School. It's been working well. In the afternoon the whole lot is full of parents so I think it's helping. Parents come in the morning and afternoon and some of the teacher's park in the lot.

Motion made by Mr. Gennette to renew the agreement between the Town and Faith Community Chapel for snowplowing. Mr. Rosenblum second. All in favor. Motion passed 4-0.

CORRESPONDENCE

25-169 Letter from Adrienne DeSantis, Board of Health Member – Resignation effective September 25, 2025.

Mr. Rosenblum: I would like to thank Adrienne DeSantis for taking the time to be a member of the Board of Health and thank you for all the work you've done over the years.

Motion made by Mr. Rosenblum to accept the resignation effective September 25, 2025. Mr. Gennette second.

Mr. Gennette: I've known Adrienne for quite a few years. Our sons are best friends. Thank you for your professionalism. We're better off because you've participated with us.

Mr. Alves: I echo the sentiments.

All in favor. Motion passed 4-0.

Mr. Alves: What is the procedure to fill the spot?

Mr. Silva: It's the same procedure as all other boards. The boards put out notices for applications and we interview them.

Mr. Strange: Not that the Board wants to take this route but if the seat hasn't been filled in 30 days the Board can compel an appointment.

25-170 Letter from Linda Nawracaj – Requesting to be appointed to the Pond Committee.

Motion made by Mr. Gennette to approve Linda Nawracaj to the Pond Committee. Mr. Rosenblum second. All in favor. Motion passed 4-0.

25-171 Letter from Mass DOT – Notice of upcoming work and traffic impacts for bridge preservation work of 9 bridges carrying I90.

Motion made by Mr. Gennette to file. Mr. Rosenblum second. All in favor. Motion passed 4-0.

25-172 Letter from Jodie Lambeau, Ludlow Community Center/Randall Boys & Girls Club – Requesting annual Rag Shag Parade be held on Friday, October 24th.

Mr. Rosenblum: This is annual and they always work with Police and Fire.

Motion made by Mr. Rosenblum to approve the annual Rag Shag Parade to be held on Friday, October 24th. Mr. Alves second. All in favor. Motion passed 4-0.

25-173 Letter from Planning Board – Advising the Board voted to recommend acceptance of Millside Drive for the October 6th Special Town Meeting.

Mr. Strange: This was just for your information. I don't think we included this or some other background information on the warrant so when you vote can you make that a stipulation to include the background?

Motion made by Mr. Alves to accept and file the letter from the Planning Board as well as include the recommendation in the background where applicable on the Town Meeting warrant for Millside Drive. Mr. Rosenblum second. All in favor. Motion passed 4-0.

25-173 Letter from MASS DEP – Notice of responsibility for waste site cleanup at 48 Baker Street.

Mr. Gennette: Is this a pretty standard notification?

Mr. Strange: Yes.

Motion made by Mr. Gennette to file. Mr. Rosenblum second. All in favor. Motion passed 4-0.

25-174 Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty August 20, 2025.

Motion made by Mr. Alves to approve the request from Chief Brennan to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty August 20, 2025. Mr. Rosenblum second. All in favor. Motion passed 4-0.

25-175 Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty September 1, 2025.

Motion made by Mr. Alves to approve Chief Brennan's request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police Officer for an injury sustained while on duty September 1, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-176 Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police office for an injury sustained while on duty September 1, 2025.

Motion made by Mr. Alves to approve the request from Chief Brennan to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Police office for an injury sustained while on duty September 1, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-177 Chief Brennan – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Special Police Officer for an injury sustained while on duty on August 30, 2025.

Motion made by Mr. Alves to approve request from Chief Brennan to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Special Police Officer for an injury sustained while on duty on August 30, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-178 Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty August 30, 2025.

Motion made by Mr. Alves to approve the request from Chief Pease to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury sustained while on duty August 30, 2025. **Mr. Gennette second. All in favor. Motion passed 4-0.**

25-179 Letter from Brock Cordeiro – Requesting the Select Board send letter of support to the Chairs of the Joint Committee on Health Care Financing in support of an Act to Reduce Incidence and Death from Pancreatic Cancer.

Mr. Gennette: This letter has gone out to Mayor John Mitchell of New Bedford, the Select Board of Dartmouth, Westport, Fairhaven, Essex, Milbury in support of this act and they're asking for Ludlow to recognize it as well.

Motion made by Mr. Gennette to send a letter of support to the Chairs of the Joint Committee on Health Care Financing in support of An Act to Reduce Incidence and Death from Pancreatic Cancer. **Mr. Alves second. All in favor. Motion passed 4-0.**

25-180 Letter from Brian Wood, Green Day Recycling MA – Requesting permission to place temporary signs at the intersection of Center Street & Mass Pike to promote the upcoming Electronics Recycling event with the First Church to be held on September 20th.

Mr. Rosenblum: Apparently we approved this because the signs are already there. I would say we approve it. At least it's someone who asked.

Mr. Gennette: This is on September 20th so they're probably backed up against their timeline.

Mr. Alves: Because the signs are up I don't believe it is a reason to approve. To delineate this from others, we have gotten other sign requests before that we denied for a business and this is for a non-profit community event. There is an old sign policy from the Board of Selectmen adopted in 2014 that does denote that signs and banners from "community involved non-profit organizations" will be allowed to be placed on Town property. As anti-sign as I am I think it fits the bounds of the policy that is currently in place. I don't think that them being up already is good. I maintain that we need better sign enforcement. As anti-sign as I am, it's in line with the policy. It does denote no more than 2 locations in Town may be utilized.

Mr. Strange: It might be best for the Board to consider defining 2 areas in town that you can put signs so they're not all over the place.

Mr. Silva: I'm not as concerned about signs as you guys are. The reason is people are trying to make a living. I'm more opposed to political signs.

Mr. Strange: There was a political sign at the library across Putts Bridge today. A separate group called and said if the sign isn't removed then they were going to put their sign there. BJ wasn't available so I went down there and picked up 8 signs.

Motion made by Mr. Gennette to approve the temporary signs at the intersection of Center Street and Mass Pike to promote the upcoming Electronic Recycling event with the First Church to be held on September 20th. **Mr. Rosenblum second. All in favor. Motion passed 4-0.**

UNFINISHED BUSINESS

Board to close Special Town Meeting warrant.

Mr. Strange: You all have redlined copies of the changes that were made since last meeting. The red ones were Town Counsel edits and blue ones were mine, most of which were just renumbering. We also had to add a new unpaid bill. I took out the article on unkept properties and the amendment to the sign bylaw. I made amendments to the noise bylaw.

Mr. Rosenblum: Were any of these unpaid bills through grant money?

Mr. Strange: No.

Mr. Silva: There are some unpaid bills to Paul Kapinos. Paul has passed. Condolences to the family.

Mr. Alves: If we close, can we still adjust language?

Mr. Strange: We have to close it today because Kim has to mail them out on Thursday. Whoever is doing the motion or any Town Meeting member can make an amendment.

Mr. Alves: In the noise bylaw, after the edits and taking out the decibel levels, if you go to 2B and 3B they both reference the standard set forth in paragraph 1, but we've removed the standards in paragraph 1.

Mr. Strange: The standard would be loud. It's a rounded reference but we can certainly take it out.

Mr. Alves: Maintenance is defined as the process of maintaining or preserving a building structure, industrial facility, personal property and associated activities. What would some definitions be?

Mr. Gennette: It doesn't say that. It says maintenance activities are generally prohibited on Sundays.

Mr. Strange: A lawnmower is personal property.

Mr. Alves: Loud maintenance repairing that vehicle. Not cutting your lawn.

Mr. Strange: Do you want me to change standards to provisions to make it a little more precise?

Mr. Alves: It's confusing to me when I read it.

Motion made by Mr. Gennette to close the Special Town Meeting warrant. **Mr. Alves second. All in favor. Motion passed 4-0.**

NEW BUSINESS

Board to discuss and possibly approve letter to Mass DOT Grant Programs and Mobility in support of the PVTA Grant Proposal to Mass DOT's Transit Connectivity Grant Program.

Mr. Strange: This was the new route that was unveiled by PVTA in the past year. They're applying for a grant to continue that service for another year. PVTA is asking for the Board's letter of support.

Mr. Gennette: Even if we don't support it, they're still going for it. I come through there in the morning and it's a nightmare. I'm not saying it's PVTA's fault but it added pressure on the area.

Mr. Alves: I would argue that public transportation alleviates pressure because you're taking cars off of the road and you're supporting people that don't have any other way of accessing different communities. I'm in full support of supporting this letter.

Motion made by Mr. Alves to approve sending a letter of support to Mass DOT Grant Programs and Mobility in support of the PVTA Grant Proposal to Mass DOT's Transit Connectivity Grant Program. **Mr. Rosenblum second. Motion passed 3-1.**

TOWN ADMINISTRATOR'S REPORT

Mr. Strange: A reminder that the trash fee bills will be going out around October 1st and residents will have 60 days to pay with a due date of December 1st. There has been a lot of discussion about the waive of tax bill demands that recently went out from the Collector's office for past due 2024 and 2025 motor vehicle excise and 2025 real estate taxes. I believe the 2024 real estate tax demands went out today. In general, the town sends out 7 motor vehicle excise tax commitments each year. The first commitment is typically the largest. The ensuing 6 pick up the new vehicle registrations throughout the year. The process is for all our bills the town sends a bill. If payments are not received within a prescribed window we send a demand, which includes interest and penalty. If the amount on the demand is not paid we then send out a warrant. When the warrant is sent out it's out of the town's hands and we send it to the deputy collector which is a 3rd party entity and they handle collection. Upcoming is the boat and personal property demands for 2022-2025. The upside of this is it's going to increase our local receipts quite a bit. For example, 1 motor vehicle excise commitment is worth about \$58,000.

Mr. Alves: You said the trash bill is around October 1st. If they go out 3 days later is it still December 1st?

Mr. Strange: It's December 1st. They're going to go out October 1st. Ryan is sending the bills to Kirkwood tomorrow.

Mr. Alves: A lot of what is going on with the excise taxes is they're essentially unpaid and it's a clean-up effort. Regardless of if it was an error or not, the recourse in waiving interest and/or that demand fee, what I researched is not in the town's hands.

Mr. Strange: Correct. The Collector cannot waive more than \$15 in interest.

Mr. Alves: I don't necessarily agree with it but I don't make the state law.

Mr. Strange: As an operational matter, residents come in and have good stories, but we're bound by state law. You can't make an exception.

Mr. Rosenblum: No matter how the error or miscommunication occurred, it has to be paid.

Mr. Strange: We have a Finance Committee meeting tomorrow night. Carrie, Cheryl, Ryan and I are going to be participating providing them with an update on the Treasurer/Collector's office which has been helped along by Mass Munifin. We have an estimate for how much longer they're going to be in town helping us. We didn't anticipate them having to be here for so long. It looks like the end of October with an open budgeted

position in the Treasurer/Collector office we thought it would offset the cost for Mass Munifin but it's not going to. Mass Munifin is posting back months. With an \$80+ million-dollar budget you can imagine how much traffic goes through that office. It's all got to be reconciled every month. It wasn't done. We're also working with ITP, who is probably the best consultant I've worked with. They're all former Munis or Tyler employees and they're getting us up and running on Munis. We've been paying for every module in Munis and using 20% of it. That's nobody's fault it's just a complicated program. ITP is allowing us to make more efficient our payroll functions. We're rolling out employee self-service. We'll be able to send out check stubs electronically. Right now, every single week members of the Treasurer/Collector office have to fold paper and put it into an envelope. We had engaged ADP to automate our payroll and through due diligence with ITP we realized that ADP wasn't really a good fit because we wanted to automate everything to get all of our data from Munis and have it automatically be uploaded and useful in ADP but it just wasn't the case. There was a litany of ways we were going to have to do work arounds. We ended our relationship with ADP but we still wanted to do automated payroll so we kept ITP on. We're going to FinCom to let them know. We're probably going to have to do year-end transfers and to request some money from the FinCom reserve. Reminder the Special Town Meeting is September 29th at 6:00 p.m. at Ludlow High School. We'll be previewing Town Meeting articles and Town Meeting members and members of the public will be able to ask questions. The Special Town Meeting is Monday night October 6th at 7:30 at Ludlow High School.

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.

CLOSING COMMENTS

Mr. Alves: We became aware of an upcoming parking ban starting next week for DPW road construction and paving beginning Monday until October 20th it's in effect Monday – Friday 7:00 a.m. – 4:30 p.m. if you live Meadow, Hampden, Berkshire, Hampshire, Bristol, Duke Essex, Franklin, Worcester and Norwood Streets. I attended a few town events over the past couple weeks. The Health Fair put on by the Health Department at the Boys& Girls Club. The 9/11 ceremony last week was obviously a sad thing we deal with but it's good to remember. Thank you to our Chiefs for coordinating that event.

Mr. Rosenblum: I echo Mr. Alves in the 9/11 ceremony. Both Chiefs put on a great ceremony along with Eric Segundo. Be careful when you're driving.

Mr. Silva: We do have open session with open comments and it was a pleasure to have a couple of ladies come in and voice their opinions on a couple issues.

Motion made by Mr. Rosenblum to close the Select Board meeting at 7:58 p.m. Mr. Alves second. All in favor. Motion passed 4-0.

Chairman

Ludlow Select Board

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



**SIDE LETTER OF AGREEMENT
BY AND BETWEEN THE
TOWN OF LUDLOW
AND
MASSCOP, LOCAL 507**



This **AGREEMENT** is entered into by and between the Town of Ludlow, Massachusetts, a Massachusetts Municipal Corporation (the "Town") and MassCOP Local 507 (the "Union") (collectively the "Parties").

WHEREAS, the Parties have collectively bargained an Agreement beginning on July 1, 2022, and ending on June 30, 2025 (the "CBA").

WHEREAS, the Parties have a mutual interest in providing step increases to the wages of certain employees who are transfers from other agencies.

WHEREAS the Parties agree that the approval of the step raises is contrary to the present language of the CBA.

NOW, THEREFORE, in consideration of the foregoing and the agreements hereinafter set forth the Town and the Union do covenant and agree as follows:

1. The Parties agree that Officers Timothy Goodchild and Brandon Teixeira shall have their pay rates adjusted pursuant to Article 27 of the CBA as follows:
 - a. Timothy Goodchild from P1 Step 3 to P1 Step 5, paid retroactively from August 29, 2024.
 - b. Brandon Teixeira from P1 Step 3 to P1 Step 5, paid retroactively from March 27, 2025.
 - c. Such retroactive pay will be included in the next scheduled paycheck from the date of the signing of this Agreement.
 - d. Both officers shall be paid at P1 Step 5 rate from the date of the signing of this Agreement.
2. The Parties agree that this Agreement is a one-time circumstance and shall not constitute any past practice or precedent concerning any disputes or matters which may arise in the future.
3. The Parties further agree that the Town reserves its right to determine the starting pay step for future lateral transfers to the Ludlow Police Department, and that only when specified in the formal offer of employment letter will deviation from starting at P1 Step 1 be honored.
4. All other terms and conditions of the CBA remain unchanged and in full effect.
5. Terms of this Agreement will become effective upon signing.

6. The Parties agree that they have carefully read the foregoing Agreement, know the contents thereof, and sign the same as their own free acts.

FOR THE TOWN:

Manuel Silva, Chair

William Rosenblum, Vice-Chair

James Gennette, Member

Anthony Alves, Member

Date

FOR THE UNION:

President

Date

09/24/2025



Town of Ludlow, Massachusetts *Office of the Select Board*

Public Comment Policy

Adoption Date: XXX

Purpose: To offer citizens the opportunity to provide public comments during Select Board Meetings on matters within the scope of the Board's authority.

I. Introduction

The Ludlow Select Board encourages all residents to attend its meetings and welcomes their views on matters within the Board's jurisdiction whether expressed in person, by phone or by written communication. Civility is encouraged when addressing the Board during Public Comment.

All regular and special meetings of the Select Board shall be open to the public and shall conform to the Open Meeting Law of the Commonwealth of Massachusetts (M.G.L Ch. 30A, §20). The public shall be precluded from attending an executive session meeting of the Select Board for reasons pursuant to M.G.L Ch. 30A §21.

II. Authority of the Chair

The Chair of the Ludlow Select Board is the designated individual who presides over the meetings. Pursuant to M.G.L Ch. 30A §20(g), no person shall address a meeting of a public body without permission of the Chair.

The Chair has the right to rule a person out of order if that person:

- Speaks out of order,
- Engages in other disorderly conduct during a meeting,
- Attempts to address a matter that is not within the public body's scope of authority and responsibility.



Town of Ludlow, Massachusetts
Office of the Select Board

III. Procedure for General Public Comments

1. Public comments will occur at each business meeting held in open session after the recitation of the Pledge of Allegiance, except as otherwise determined by the Chair. Public comment shall not be included in meetings that include open session only for voting to enter executive session or at board workshops. The public comment period will not address matters related to public hearings included on the Board's agenda as residents will be permitted to speak during the public hearing itself.
2. Those wishing to speak during the Public Comment period must state their first and last name, address, the organization being represented (if any), and the topic to be discussed.
3. The public comment period is scheduled for 15 minutes to allow the Board to complete its required business in a timely manner. Comments will be limited to 3 minutes per person/group. The Board may extend the public comment period at its discretion via a vote.

Speakers may not assign their time to another speaker, and in general, extensions of time will not be permitted. However, speakers who require reasonable accommodation for a speech-related disability or who require language interpretation services may be allotted additional time. Speakers are encouraged to notify the Chair of the Select Board by email, or through the Office of the Select Board by phone at 508-841-8504, at least 24 hours in advance of the meeting if they wish to request an extension of time for one of these reasons.

4. The Chair reserves the right to terminate speech that is not Constitutionally protected (e.g., threats, incitement of lawless conduct).



Town of Ludlow, Massachusetts
Office of the Select Board

5. Written comments may be presented to the Select Board before or after the meeting for review and consideration by members of the Board at an appropriate time. Written comments shall include the individual's first and last name and address.

IV. Response to Public Comments

1. Upon closing of the General Public Comment period by the Chair, further public comments may be made in writing to the Select Board or during future Public Comment periods.
2. The Select Board will generally listen rather than respond to comments, except under extenuating circumstances and only if the Chair permits.
3. Public comments on repairs, maintenance, safety issues or general information will be referred to the relevant department through the Town Administrator.



Town of Ludlow, Massachusetts
Office of the Select Board

Public Comment Policy

Adoption Date: XXX

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Town of Ludlow, Massachusetts
Office of the Select Board

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Town of Ludlow, Massachusetts
Office of the Select Board

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2. The Select Board will generally listen rather than respond to comments, except under extenuating circumstances and only if the Chair permits.
3. Public comments on repairs, maintenance, safety issues or general information will be referred to the relevant department through the Town Administrator.

Commented [AA1]: This section can use some sharpening. Language seems harsh for 1 and 2

Commented [MS1R2]: How is this? Softened the language in #1 and removed all language from #2 except the last sentence.

RECEIVED

SEP 22 2025

SELECT BOARD
LUDLOW, MA 01056

LUDLOW CONSERVATION COMMISSION

488 CHAPIN STREET
LUDLOW, MA 01056
(413) 583-5600 Ext. 1282

RECEIVED
TOWN CLERK'S OFFICE

2025 SEP 17 P 4: 05

TOWN OF LUDLOW

LEGAL NOTICE

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Selectmen's Conference Room, on **Wednesday, October 1, 2025, at 6:40 p.m.** on the **Notice of Intent** application of Town of Ludlow Department of Public Works for the properties located on the Town of Ludlow Street Map 2023. The subject of the hearing is: Routine maintenance projects for roads and associated storm water drainage and sewer systems.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

LUDLOW CONSERVATION COMMISSION

**488 CHAPIN STREET
LUDLOW, MA 01056
(413) 583-5600 Ext. 1282**

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TOWN CLERK'S OFFICE
SELECT BOARD
LUDLOW, MA 01056

2025 SEP 17 P 4: 05

TOWN OF LUDLOW

LEGAL NOTICE

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If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Board of Selectmen
Building Commissioner
Department of Public Works
Planning Board

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LUDLOW, MA 01056
TOWN CLERK'S OFFICE

2025 SEP 18 P 1:36

TOWN OF LUDLOW

LEGAL NOTICE

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Select Board's Conference Room, on **Wednesday, October 1, 2025, at 6:55 p.m.** on the **Notice of Intent** application of Paul Adzima, Miller Gap, LLC, for the property located at **Lot 6 Center Street (Assessors' Map 25, Parcel 48D)**. The subject of the hearing is: construction of single-family dwelling with all associated grading and utilities.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

LUDLOW CONSERVATION COMMISSION
488 CHAPIN STREET
LUDLOW, MA 01056
(413) 583-5600 Ext. 1282

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LUDLOW, MA 01056
TOWN CLERK'S OFFICE

2025 SEP 18 P 1:36

TOWN OF LUDLOW

LEGAL NOTICE

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Select Board's Conference Room, on **Wednesday, October 1, 2025, at 7:00 p.m.** on the **Notice of Intent** application of Paul Adzima, Miller Gap, LLC, for the property located at **Lot 8 Center Street (Assessors' Map 25, Parcel 48C)**. The subject of the hearing is: construction of single-family dwelling with all associated grading and utilities.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

LUDLOW CONSERVATION COMMISSION
488 CHAPIN STREET
LUDLOW, MA 01056
(413) 583-5600 Ext. 1282

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TOWN CLERK'S OFFICE
2025 SEP 18 P 1:36
TOWN OF LUDLOW

LEGAL NOTICE

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Select Board's Conference Room, on **Wednesday, October 1, 2025, at 7:05 p.m.** on the **Notice of Intent** application of Paul Adzima, Miller Gap, LLC, for the property located at **Lot 9 Center Street (Assessors' Map 25, Parcel 48C)**. The subject of the hearing is: construction of single-family dwelling with all associated grading and utilities.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

LUDLOW CONSERVATION COMMISSION
488 CHAPIN STREET
LUDLOW, MA 01056
(413) 583-5600 Ext. 1282

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SEP 22 2025

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LUDLOW, MA 01056

2025 SEP 18 P 1:36

TOWN OF LUDLOW

LEGAL NOTICE

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Select Board's Conference Room, on **Wednesday, October 1, 2025, at 7:10 p.m.** on the **Notice of Intent** application of Paul Adzima, Miller Gap, LLC, for the property located at **Lot 10 Center Street (Assessors' Map 25, Parcel 48C)**. The subject of the hearing is: construction of single-family dwelling with all associated grading and utilities.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

LUDLOW CONSERVATION COMMISSION
488 CHAPIN STREET
LUDLOW, MA 01056
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LUDLOW, MA 01056
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2025 SEP 18 P 1:37

LEGAL NOTICE

TOWN OF LUDLOW

The Ludlow Conservation Commission will hold a Public Hearing under W.P.A. (M.G.L. Ch. 131, § 40) and Town of Ludlow Bylaws, Chapter XV, in Ludlow Town Hall, 3rd floor, Select Board's Conference Room, on **Wednesday, October 1, 2025, at 7:15 p.m.** on the **Notice of Intent** application of Fernando Blanco, Blanco Electric LLC, for the property located at **164 Rood Street (Assessors' Map 17, Parcel 95)**. The subject of the hearing is: construction of single-family dwelling with all associated grading and utilities.

If for any reason this hearing is cancelled, it will be rescheduled to Wednesday, November 5, 2025.

Angela Tierney
Chair

LUDLOW REGISTER: Please publish as legal notice on **Wednesday, September 24, 2025.**

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Building Commissioner
Department of Public Works
Planning Board
Select Board

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LUDLOW PLANNING BOARD
488 CHAPIN STREET
LUDLOW, MA 01056
583-5600 Ext. 7

SEP 22 2025

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TOWN CLERK'S OFFICE
SELECT BOARD
LUDLOW, MA 01056

2025 SEP 18 P 1:36

LEGAL NOTICE – SPECIAL PERMIT / HOME OCCUPATION TOWN OF LUDLOW

The Ludlow Planning Board will hold a public hearing in Ludlow Town Hall, Select Board's Conference Room on **Thursday, October 9, 2025, at 7:15 p.m.** on the application of Marcella McAneany of **107 Stivens Terrace** Ludlow, MA (Assessors' Map 16A, Parcel 156) for: independent contractor of physical therapy.

If for any reason this hearing is cancelled, it will be rescheduled to October 23, 2025.

Raymond Phoenix
Chairman

Register – Please publish as a legal notice in the **09/24/25 & 10/01/25** editions.

cc: Town Clerk – Please post.
Applicant
Abutters
Surrounding Communities

Assessors
Building Department
Conservation Commission
Board of Health
Department of Public Works
Fire Department
Safety Committee
Select Board

SB
TOWN OF LUDLOW
PLANNING BOARD
488 CHAPIN STREET
LUDLOW, MA 01056

RECEIVED

SEP 18 2025

SELECT BOARD
LUDLOW, MA 01056

NOTICE OF DECISION RECEIVED
SPECIAL PERMIT TOWN OF LUDLOW
CLERK'S OFFICE

DATE: September 17, 2025 2025 SEP 17 P 12: 14
APPLICATION: SPECIAL PERMIT/BUSINESS IN AGRICULTURE MODERATE
DENSITY OVERLAY DISTRICT
APPLICANT: JLL Real Estate, LLC
590-596 Center Street, Ludlow, MA

Following a duly advertised public hearing commenced on August 15, 2025 pursuant to a Remand Order of the Hampden County Superior Court dated July 14, 2025 in Civil Action No. 2379CV00531, and continued to August 28, 2025 at which time the hearing was closed, the Planning Board, acting as the Special Permit Granting Authority, with the following members present: *Raymond Phoenix, Christopher Coelho, Kathleen Houle, and Joel Silva*, voted 4-0 to APPROVE a Special Permit in accordance with Section 7.0 of the applicable version of the Ludlow Zoning Bylaws for: **Business in Agriculture Moderate Density Overlay District**.

The findings of the Planning Board, its supporting rationale, and conditions imposed are as set forth in the Board's written decision attached hereto.

VOTED FOR:

AGAINST:

ABSENT:

Raymond Phoenix
Christopher Coelho
Kathleen Houle
Joel Silva

ANY APPEAL FROM THE DECISION OF THE PLANNING BOARD CAN BE MADE ONLY TO THE COURT AND MUST BE MADE PURSUANT TO SECTION 17, CHAPTER 40A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AS AMENDED, AND MUST BE FILED WITHIN TWENTY (20) DAYS AFTER THE DATE OF FILING OF THE DECISIONS WITH THE TOWN CLERK.

Filed with Town Clerk On: September 17, 2025


Susan Urban, Administrative Assistant



Town of Ludlow
DEPARTMENT OF
INSPECTIONAL SERVICES

488 Chapin Street, Room 300
Ludlow, Massachusetts 01056

RECEIVED

SEP 23 2025

SELECT BOARD
LUDLOW, MA 01056

BJ Church
Building Commissioner/Zoning Enforcement Officer

Phone: 413 583-5600 ext. 3
www.ludlow.ma.us

September 10, 2025

Vladimir Sidorovnin
Anna Degtyar
1 Equinox Pass
Ludlow, MA 01056

RE: CHANGE OF ADDRESS

Please be advised that the address known as 1 Equinox Pass, Ludlow, MA 01056, Assessors Map **30_266** has been assigned/reassigned the address of **43 Turning Leaf Road**, Ludlow, MA 01056. This action has been taken in accordance with **Part I, Chapter II, Section 21** of the Town of Ludlow Bylaws:

The Building Commissioner/Inspector may order numbers to be affixed to any dwelling or building, on all streets, at his discretion. The owner of every building shall comply with such order within ten days after notice thereof.

Please take note of this change and address the property accordingly in all future correspondence and related activity including utility connections. If you need any additional information, please do not hesitate to contact our office.

Regards,

BJ Church
Building Commissioner / Zoning Enforcement Officer
BChurch@ludlow.ma.us

cc: Board of Selectmen
Police Department
Tax Collector
Town Clerk

Fire Department
Board of Assessors
Department of Public Works
Postmaster, 40 Post Office Park, Wilbraham

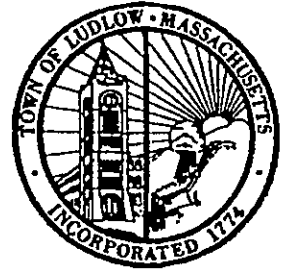
Board of Health
Planning Board

Town of Ludlow
Office of the Planning Board

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SEP 29 2025

SELECT BOARD
LUDLOW, MA 01056



September 26, 2025

Luis Teixeira
c/o The Lighthouse
108 Sewall Street
Ludlow, MA 01056

RE: Site Sketch – 108 Sewall Street

Dear Mr. Teixeira:

Please be advised that at their meeting of September 25, 2025, the Planning Board voted (4-0) to approve the site sketch for the Lighthouse, located at 108 Sewall Street, for expanding the footprint to create more usable space, with the condition that a full site plan is submitted within one (1) year.

In addition, the Board voted to approve (4-0) the waiver of the fee, the public hearing and full registered site plan in favor of a sketch.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

Susan Urban
Administrative Assistant

cc: Town Clerk, Assessor, Building, Fire, DPW, Conservation, BOH, Safety, Select Board,
David Plante

488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 Ext. 7

58
TOWN OF LUDLOW
PLANNING BOARD
488 CHAPIN STREET
LUDLOW, MA 01056

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SEP 30 2025

SELECT BOARD
LUDLOW, MA 01056

NOTICE OF DECISION
SPECIAL PERMIT

RECEIVED
TOWN CLERK'S OFFICE

2025 SEP 26 A 10: 54

TOWN OF LUDLOW

DATE: September 26, 2025
APPLICATION: SPECIAL PERMIT / ESTATE LOT
APPLICANT: Mary & Andrew Nocrasz
0 Lyon Street, Ludlow, MA

Following a duly advertised public hearing held on **August 14, 2025**, and continued to **September 25, 2025**, the Planning Board, acting as the Special Permit Granting Authority, at its meeting on **September 25, 2025**, with the following members present: ***Raymond Phoenix, Christopher Coelho, Kathleen Houle, Joel Silva***, voted **4-0** to GRANT a Special Permit in accordance with Section 7.0 of the Ludlow Zoning Bylaws for: **Estate Lot**.

REQUIRED FINDINGS:

Upon motion duly made and seconded, the Board finds that the Special Permit application as presented meets and/or exceeds all of the requirements imposed under Section 7.0.4 of the Zoning Bylaws:

- a. The Planning Board finds that the proposal is suitably located in the neighborhood in which it is proposed and/or the total town, as deemed appropriate by the Special Permit Granting Authority;
- b. The Planning Board finds that the proposal is compatible with existing uses and other uses permitted by right in the same district;
- c.. The Planning Board finds that the proposal would not constitute a nuisance due to air and water pollution, flood, noise, dust, vibrations, lights, or visually offensive structures and accessories;
- d. The Planning Board finds that the proposal would not be a substantial inconvenience or hazard to abutters, vehicles, or pedestrians;
- e. The Planning Board finds that adequate and appropriate facilities would be provided for the proper operation of the proposed use;
- f. The Planning Board finds that the proposal reasonably protects the adjoining premises against any possible detrimental or offensive uses on the site, including unsightly or obnoxious appearance;
- g. The Planning Board finds that the proposal ensures that it is in conformance with the sign regulations of the bylaw. (See Section 6.5)

- h. The Planning Board finds that the proposal provides convenient and safe vehicular and pedestrian movement within the site, and in relation to adjacent streets, property or improvements;
- i. The Planning Board finds that the proposal ensures adequate space for the off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of the establishment or use;
- j. The Planning Board finds that the proposal provides adequate methods of disposal and/or storage for sewage, refuse, and other wastes resulting from the uses permitted or permissible on the site, and methods of drainage for surface water;
- k. The Planning Board finds that the proposal ensures protection from flood hazards, considering such factors as the following: elevation of buildings; drainage, adequacy of sewage disposal; erosion and sedimentation control; equipment location; refuse disposal; storage of buoyant materials; extent of paving; effect of fill, roadways or other encroachments on flood runoff and flow;
- l. The Planning Board finds that the proposal is in general harmony with the general purpose and intent of this bylaw;
- m. The Planning Board finds that the proposed use complies with any and all additional Special Permit Criteria or special use regulations imposed on individual uses in Section VI of this bylaw.

CONDITIONS SEE ATTACHED

VOTED FOR:

AGAINST:

ABSENT:

Raymond Phoenix
Christopher Coelho
Kathleen Houle
Joel Silva

ANY APPEAL FROM THE DECISION OF THE PLANNING BOARD CAN BE MADE ONLY TO THE COURT AND MUST BE MADE PURSUANT TO SECTION 17, CHAPTER 40A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AS AMENDED, AND MUST BE FILED WITHIN TWENTY (20) DAYS AFTER THE DATE OF FILING OF THE DECISIONS WITH THE TOWN CLERK.

Filed with Town Clerk On: **September 26, 2025**


Susan Urban, Administrative Assistant

SINGLE FAMILY DWELLINGS ON ESTATE LOTS CRITERIA

The purpose of this regulation is to allow for the creation of lots for single-family dwelling units only, with less than the required frontage, in exchange for increased square footage, for the purpose of preservation of open space and decreasing density in given areas.

Single-family dwellings on estate lots shall be permitted in the Agriculture and Residential A districts only upon the issuance of a Special Permit from the Planning Board as specified in Section 7.0 of this bylaw, and in accordance with the additional requirement specified herein, unless waived by the Planning Board.

1. No more than two consecutive estate lots shall be located on a public way.
2. The estate lot(s) shall have a minimum street frontage of not less than 50 feet and access width of not less than 50 feet from the front lot line to the principal structure. The front lot shall meet all the zoning dimensional requirements normally required in the district.
3. An estate lot(s) shall be double the minimum lot area normally required for that district inclusive of the access strip.
4. An access strip that is accessible having a maximum length not exceeding four hundred (400) feet.
5. The width of the lot where the principal building is to be constructed shall be equal to or exceed the distance normally required for street frontage in the district.
6. Front, rear and side yards must equal or exceed those normally required in the district.
7. The Planning Board may require that there be maintained or kept a naturally occurring or a planted vegetated buffer strip between estate lot(s) and adjacent lots to provide effective visual screening between the buildings at grade level.
8. The estate lot entrance/driveway shall be clearly designated with a house number sign. Mailboxes shall not suffice.
9. The driveway is to be located, constructed, and maintained a distance of no closer than ten (10) feet to any abutting property line.
10. Plan submitted shall include the statement, "Lot A is an Estate Lot; building is permitted only in accordance with the Special Permit Estate Lot provisions of the Ludlow Zoning Bylaw."
11. Permit shall run with the property and not with the applicant.