

# Town of Ludlow, Massachusetts Office of the Select Board

RECEIVED
TOWN CLERK'S OFFICE
2025 AUG 28 A 9: 13
TOWN OF LUDLOW

### REVISED

AGENDA SELECT BOARD Select Board's Conference Room September 2, 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.

- I. 5:30 p.m. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- II. 5:30 5:45 p.m. PUBLIC COMMENT
- III. VISITATION

5:45 p.m. - Department of Public Works - Jamie Tomas & Jim Goodreau - Quarterly DPW Update

 $6:00 \ p.m. - William$  "Bud" Ellison – To discuss the discuss the status of the current Open Space Plan, related zoning bylaws and strategic plan for Town development.

### IV. CORRESPONDENCE

- 25-155. Letter from Jettie McCollough, resident on Haviland Pond, commending the Pond Management Committee for treating Haviland Pond.
- 25-156. Eversource Notification of upcoming Right of Way vegetation maintenance at the following locations: 993 Center Street, Ludlow; Facing Rock Bridle Road, Ludlow & 280 Carver Street, Granby.
- 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.
- 25-158. Letter of resignation from Joy Williams, Election Officer, effective August 21, 2025.



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- 25-159. Letter of resignation from Donna Andre, Election Officer effective August 16, 2025.
- 25-160. Mass DOT Underwater bridge inspection May 13, 2025 Piney Lane/Broad Brook.
- 25-161. Mass DOT Small bridge inspection June 11, 2025 Rte. 21 Center Street/Higher Brook.
- 25-162. Letter from Carmin Moutinho, requesting to be appointed to the Ludlow Cultural Council.
- 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.
- 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.
- 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 23, 2025.
- 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.
- 25-167. Letter of resignation from Melissa Graf, Safety Committee, effective immediately.
- 25-168. Request from Josue Irizarry, Ludlow Boys & Girls Club requesting approval of facility use for LYSA Mondays/Thursdays 5:30-8:00 p.m. from August 25<sup>th</sup> through October 25<sup>th</sup> and Saturdays 9:00 a.m. 3:00 p.m. And WUP Fridays 6:00-7:30 p.m. from September 5<sup>th</sup> through October 3<sup>rd</sup>. Also, IFA Wednesdays 5:00-6:00 p.m. from September 9<sup>th</sup> through November 11<sup>th</sup>.

### V. 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).

Board to discuss and possibly vote on creating a Ludlow Energy Commission (tabled from August 19, 2025).



# Town of Ludlow, Massachusetts Office of the Select Board



Board to discuss and possibly approve the Town's hiring process (tabled from August 19, 2025).

### VI. NEW BUSINESS

Board to discuss and possibly vote on proposal for Civil Service approved assessment center for Police Chief.

Board to approve and sign minutes from Select Board meeting of August 5, 2025.

Board to approve and sign minutes from Select Board meeting of August 19, 2025.

Board to approve and sign contract between the Town of Ludlow and EJ Prescott for FY26 DPW Annual Bid.

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.

Board to review and discuss the October Special Town Meeting warrant.

Board to discuss implementation date for bi-weekly payroll.

Board to discuss and possibly approve and additional \$2,100 in Building Infrastructure funds to retrofit Town Hall office space.

Board to discuss and approve reclassification request for DPW LATOSS 3 to LATOSS 4.

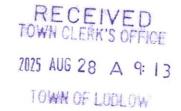
Board to discuss and approve reclassification request for Facilities Custodian NU3 to NU7.

#### VII. TOWN ADMINISTRATOR'S REPORT

### VIII. 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 of Ludlow, Massachusetts Office of the Select Board

### **Event Calendar:**

Saturday, September 6 – Ludlow Health Department Annual Health Fair at the Ludlow Boys & Girls Club.

Sunday, September 7 – Ludlow Cultural Council concert series – Lisa Martin with food truck from Fry'd Guys.

Uniting the Community in Prayer event at Our Lady of Fatima Parish, 438 Winsor Street at the outside shrine being held on Sunday, September 14, 2025, at 3 pm.

### Visitations for the next meeting on September 4<sup>th</sup>:

David Eisenthal – UniBank – Upcoming Bond Sale

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:

William Ellison <zbfarms1@charter.net>

Sent:

Friday, August 15, 2025 1:08 PM

To:

Select Board

Subject:

BOS meeting regarding strategic planning

You don't often get email from zbfarms1@charter.net. Learn why this is important

#### Hello

My name is Bud Ellison from 555 Miller St. I was the most recent chairman of the Open Space Planning Committee, nominated by Bill Rosenblum who also was a member. In addition I am a current and charter member of Agricultural Commission as well as a Precinct 6 votor.

I recently had discussions with Bill R regarding the Open Space Plan and its relationship to the Strategic Planning Process. Bill suggested I schedule a brief update chat with BOS.

I would like to request a short period of time on one of the upcoming BOS meetings agendas to discuss the status of the current OPEN SPACE plan, the related zoning bylaws, and the strategic plan for Town development.

Thanks Bud Ellison 413 531 2025

### **Amy Kurtz**

From: Jettie McCollough <peacerun@gmail.com>

Sent: Wednesday, August 20, 2025 8:33 AM

To: Select Board

Cc: judybreault2@gmail.com

**Subject:** Thank you for supporting our natural resources!

### Dear Selectboard,

I am writing to thank you for your support of the treatment of our Ludlow ponds to help eliminate noxious invasive weeds and other plant life that has been choking the life out of these beautiful Ludlow natural resources. If it were not for your support I would have already had to cut short my summer water fun.

I've lived on or near Haviland Pond for decades and sadly in recent years the pond became nearly unusable by August with the nasty milfoil and pretty but invasive water lilies tangling in fishing lines, boat motors and my own paddleboard rudder. And swimming was terrifying with all the tangled mess! The cove where I live was ruined.

But thanks to the Pond Management Committee and support from the Board of Selectment our water is so clear and beautiful!! Two friends were here yesterday, training for a triathlon, and swam the full length of the pond and commented on the clarity and fresh feel of the water! Contrary to some of the things I had heard about treating for weeds, I never even saw a single fish affected and in fact I think the pond got through the hot spell with minimal algae because of the healthy state of the water!

It is such a gift to have such beautiful ponds as natural resources in our town and such an important responsibility to care for them. I'm so very grateful that you had the foresight and willingness to commit to keeping our ponds useable for the fish, the fisher-people, paddle boarders, boaters, swimmers, and all the kids who play there daily.

With sincere gratitude,

Jettie McCollough

91 Chapin Circe

Sent from PeacePad



RECEIVED

AUG 2 2 2025

SELECT BOARD LUDLOW, MA 01056 300 Cadwell Dr. Springfield, MA 01104

Shawn Giroux
Arborist
Electric Transmission
Vegetation Management

Date: 8/22/25

Site Address: 993 Center St., Ludlow, MA 06141 (ROW WT-11)

Mailing Address: 300 Cadwell Dr., Springfield, MA 01104

Dear Mr. Giroux,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of several dead and dying trees as well as the cutting of tall brush that is encroaching on the overhead wires. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer of 2025.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Shawn M. Giroux



300 Cadwell Dr. Springfield, MA 01104

Shawn Giroux

Arborist
Electric Transmission
Vegetation Management

Date: 8/22/25

Site Address: Facing Rock WMA, Bridle Road, Ludlow, MA (ROW WT-11)

Mailing Address: CT Valley District, Division of Fisheries and Wildlife, 341 East St., Belchertown, MA 01007

To whom it may concern,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the removal of several on-easement trees that have declined in health or show structural unsoundness and now pose a hazard to the power lines, as well as the cutting of tall growing saplings that are encroaching on the overhead wires. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Summer/ Fall of 2025.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Shawn M. Giroux



**RECEIVED** 

AUG 2 2 2025

SELECT BOARD LUDLOW, MA 01056 300 Cadwell Dr. Springfield, MA 01104

Shawn Giroux

Arborist

Electric Transmission Vegetation Management

Date: 8/22/25

Site Address: 280 Carver St., Granby, MA

Ludlow, MA (ROW WT-11)

Mailing Address: Fairview Sportsmen's Fish and Game Association, P.O. Box 288 Granby, MA 01033

To whom it may concern,

In accordance with the Commonwealth of Massachusetts regulations (220 CMR 22.00), Eversource is hereby providing notice of planned and scheduled vegetation maintenance work on the transmission right-of-way (ROW) that is located within your town or city limits this year.

The vegetation work will involve the cutting of tall growing saplings that are encroaching on the overhead wires. The vegetation work will be performed by qualified line clearance contractors and may include off-road bucket crews or manual climbing crews.

In order to ensure the safe and reliable operation of the transmission system, we are required to manage vegetation so that it does not encroach upon the energized conductors. The work noted in your area will ensure that we obtain the clearances required to prevent vegetation encroachment. This work is being scheduled for the Fall of 2025.

As required by the regulations, you are being informed of this proposed work through this letter.

If you have any questions on the proposed work, please contact me at (413) 787-9328.

Sincerely,

Shawn M. Giroux

### **Amy Kurtz**

From: Ryan Devine <ryandevine26@gmail.com>

**Sent:** Friday, August 22, 2025 10:53 AM

To: Select Board

Cc: Anthony Alves; Teresa Czepiel

Subject: Proposal to Host the Ludlow Clocktower Classic 5K on Saturday, October 25, 2025

Attachments: Questions for Town - Ludlow Clocktower Classic 5k-.pdf; 5K Course Options - Ludlow

Clocktower Classic 5k.pdf

Some people who received this message don't often get email from ryandevine26@gmail.com. Learn why this is important

To: The Ludlow Select Board

From: Ryan Devine / Red Bridge Run Club

**Date:** August 22, 2025

Subject:

Proposal to Host the Ludlow Clocktower Classic 5K on Saturday, October 25, 2025

### Introduction

The Red Bridge Run Club is writing to respectfully request permission to host the inaugural **Ludlow Clocktower Classic 5K** on **Saturday, October 25, 2025, at 11:00 AM**. This community-focused event aims to promote health and wellness, foster civic engagement, and raise funds for the Ludlow Boys and Girls Club and honor their 75th year anniversary. We believe this race will be a wonderful addition to the town's calendar, drawing residents of all ages and abilities for a fun and healthy activity.

#### Event

### **Details**

#### Date

& Time: Saturday,

October 25, 2025, at 11:00 AM.

### Day of Race Schedule:

9:30am to 10:30am - Registration and Bib Pick-up at Sole Syndicate Brewing.

11:00am

- The Ludlow Clocktower Classic 5k begins.

12:00pm

- After the race celebration at Sole Syndicate Brewing.

#### Location:

The race will begin and end on the Riverwalk located near Sole Syndicate Brewing, formerly known as Iron Duke Brewing. The proposed route will follow a scenic path through the heart of Ludlow, showcasing our beautiful town center, the Riverwalk and the iconic

Ludlow Clocktower. Detailed course route options are attached for your review.

#### Purpose:

To create a new tradition for the town of Ludlow, encouraging physical activity and community spirit. Proceeds from the race will be donated to the Ludlow Boys and Girls Club.

#### **Estimated**

### Attendance:

We anticipate between 100-200 participants, including runners, walkers, and volunteers.

### Logistics

### and Safety Plan

We

have carefully considered the logistical and safety requirements for this event.

- Traffic
- and Road Closures:
- We will coordinate with the Ludlow Police Department to manage traffic flow and ensure the safety of all participants. The proposed routes could require temporary road closures for a limited duration.
- Course
- Marshals:
- A team of trained volunteers and race officials will be positioned along the course to direct participants and ensure a smooth flow.
- Waste
- Management:
- We are committed to keeping Ludlow clean. We will provide multiple trash and recycling bins at the start/finish area and along the course.

### Community

### **Benefits**

The

Ludlow Clocktower Classic 5K offers significant benefits to our community:

- Health
- and Wellness:
- The event promotes an active lifestyle for residents of all ages, from competitive runners to families with strollers.
- Economic
- Impact: The
- race will bring people to the center of town, potentially increasing foot traffic for local businesses.
- Community
- Building:
- This event will create a positive and inclusive environment, bringing neighbors together in a shared activity.

2

- Fundraising:
- The race will serve as a vital fundraiser for Ludlow Boys and Girls Club, directly benefiting our community.

### Conclusion

We

are confident that the Ludlow Clocktower Classic 5K will be a safe, well-organized, and successful event that brings our community together. We have attached a list of questions for town officials to consider, and the proposed race route options for your review.

We kindly request the Select Board's approval to move forward with this exciting new tradition for our town.

you for your time and consideration. We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

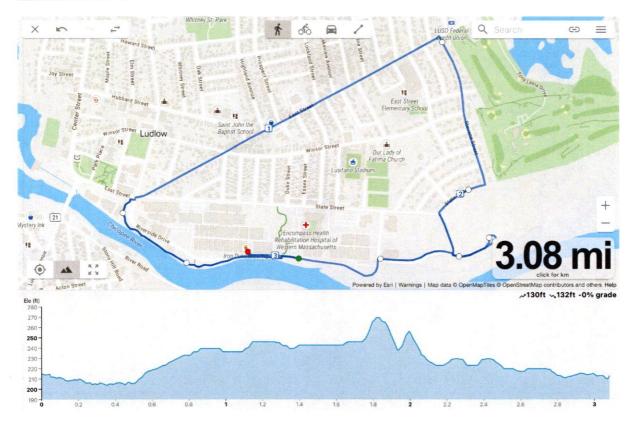
Ryan Devine 413-537-8747 ryandevine26@gmail.com

### **Questions for Town Officials**

1

- 1. Would the town be interested in being a community partner or sponsor of the Ludlow Clocktower Classic 5k?
- 2. Could we use the Ludlow Senior Center parking lot for any overflow parking if needed?
- 3. If there is a special town rate for police detail, would we be able to receive that special rate since all the proceeds will be going to towards the Ludlow Boys and Girls Club?

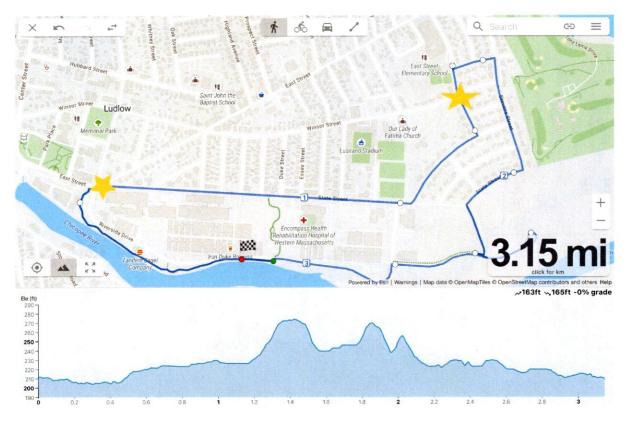
## **Course Option 1**



Route: From Sole Syndicate head west down Riverwalk. Cross State Street intersection. All the way down East Street, to Stevens Street. Down Stevens Street until the entry of the new addition to the Riverwalk. Run the new section, including the cul-de-sac. Continue to the Riverwalk back to Sole Syndicate.

One way road closures on East Street and Stevens Street

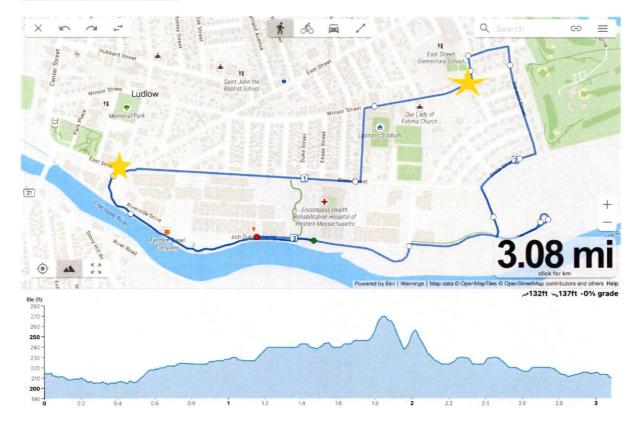
## **Course Option Two**



Route Start Direction: From Sole Syndicate head west down Riverwalk. Mile markers indicate the rest of the course.

One way road closures on various streets

## **Course Option 3**



Route Start Direction: From Sole Syndicate head west down Riverwalk. Mile markers indicate the rest of the course.

One way road closures on various stre

### **Amy Kurtz**

From: Michael Brennan <mbrennan@Ludlowpolice.com>

**Sent:** Friday, August 22, 2025 2:12 PM **To:** Select Board; Ryan Devine

**Cc:** Anthony Alves; Teresa Czepiel; Marc Strange; pgapro05@gmail.com; James Gennette;

Jamie Tomas; Jodi Zepke; J Chelo; D Irwin

**Subject:** RE: Proposal to Host the Ludlow Clocktower Classic 5K on Saturday, October 25, 2025

Attachments: 5K Course Options - Ludlow Clocktower Classic 5k.pdf; Questions for Town - Ludlow

Clocktower Classic 5k-.pdf

All.

Mr. Ryan Devine and I spoke about the planned 5K road race to support the Ludlow Boys and Girls Club. Course option#2 (see attached) is the recommendation by the Police Department. This course should have minimal impacts to the public; it avoids closing main roads for prolonged periods of time and/or affecting the East St. business corridor. We should be able to support the event with two detail officers, with cruisers.

Note on #3 Question for Town: The police detail rate applied will be a regular weekday detail rate as proceeds are for a non-profit organization that primarily benefits the citizens of Ludlow.

Very Respectfully,

Michael N. Brennan Provisional Chief of Police Ludlow Police Department 612 Chapin St. Ludlow, MA 01056

Phone: 413-583-8305 Fax: 413-583-8283

Email: <a href="mailto:mbrennan@ludlowpolice.com/">mbrennan@ludlowpolice.com/</a> LPD Website: <a href="mailto:https://ludlowpolice.com/">https://ludlowpolice.com/</a>

DISCLAIMER: This document is //FOR OFFICIAL USE ONLY (U//FOUO).

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From: Select Board <Selectboard@ludlow.ma.us>

Sent: Friday, August 22, 2025 11:12 AM

To: Ryan Devine <ryandevine26@gmail.com>; Select Board <Selectboard@ludlow.ma.us>

Cc: Anthony Alves <AAlves@Ludlow.ma.us>; Teresa Czepiel <tczepiel@gmail.com>; Marc Strange

<mstrange@Ludlow.ma.us>; pgapro05@gmail.com; James Gennette <jgennette@Ludlow.ma.us>; Michael Brennan <mbrennan@Ludlowpolice.com>; Jamie Tomas <JTomas@ludlow.ma.us>; Jodi Zepke <jzepke@Ludlow.ma.us>

Subject: RE: Proposal to Host the Ludlow Clocktower Classic 5K on Saturday, October 25, 2025

Good morning Ryan,

This will be on the next Select Board agenda Tuesday, September 2. I will send this information to them now, so they have a chance to review beforehand. I'm also copying the Department of Public Works, Senior Center and Police Department to see if they have any questions or concerns.

Have a great weekend!

### Amy Kurtz

Executive Assistant
Town of Ludlow
Select Board
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 Ext. 1202

From: Ryan Devine < ryandevine 26@gmail.com >

Sent: Friday, August 22, 2025 10:53 AM

To: Select Board < Selectboard@ludlow.ma.us >

Cc: Anthony Alves < AAlves@Ludlow.ma.us >; Teresa Czepiel < tczepiel@gmail.com >

Subject: Proposal to Host the Ludlow Clocktower Classic 5K on Saturday, October 25, 2025

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**Date:** August 22, 2025

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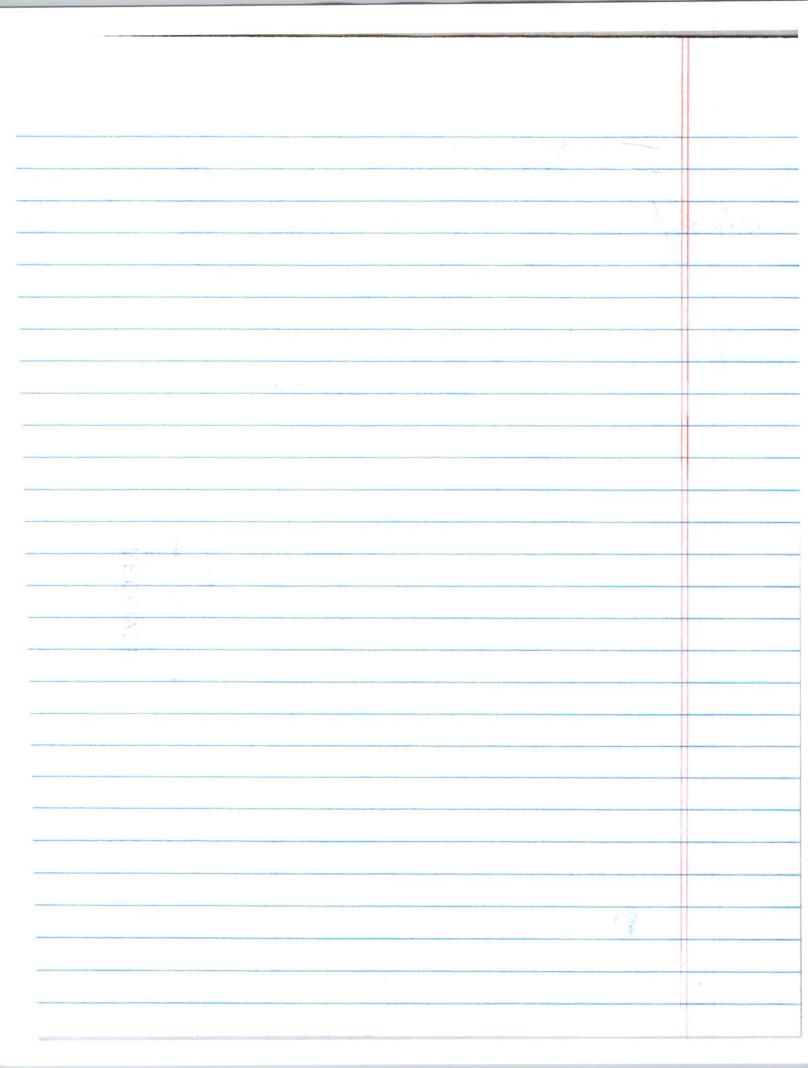
you for your time and consideration. We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Ryan Devine 413-537-8747 ryandevine26@gmail.com I Joy Williams will be retiring resigning as Election Officer/Warden pr 45

Joy Wellion

TOWN CLERK'S OFFICE
1005 AUG 21 P 1: 01
10WN OF LUGLIN



### RECEIVED

AUG 2 2 2025

SELECT BOARD LUDLOW, MA 01056

8/16/2025

Board of Selectmen.

Dear Sirs,

Effective immediately I will no longer be able to serve on the election polls as I am moving out of state. Thank you so much for being appointed !

I onna Andre 172 Cedar ST Ludlaw Ma 01056





August 26, 2025

Town of Ludlow 488 Chapin Street Ludlow, MA 01056

Attn: Jamie Tomas, Director

SUBJECT: NATIONAL BRIDGE INSPECTION STANDARDS (NBIS)

UNDERWATER BRIDGE INSPECTION

PINEY LN / BROAD BROOK

Bridge No. L-16-026

Structure No. L16026-0QX-MUN-NBI

Dear Mr. Tomas:

Enclosed for your information is a copy of an Underwater Inspection Report of 5/13/25 for the bridge that carries the PINEY LN over the BROAD BROOK.

A copy of the report is on file at our District 2 office located in Northampton. Please feel free to contact the District with any questions you may have concerning the bridge.

Sincerely,

Bruce J. Sylvia

Bruce J. Sylvia State Bridge Inspection Engineer

WJC/wjc

cc: BJS

JBM DHD, D-2

Enclosure

### MASSACHUSETTS DEPARTMENT OF TRANSPORTATION PAGE 1 OF 9

2-DIST B.I.N. 0QX 02

### UNDERWATER OPERATIONS TEAM ROUTINE UNDERWATER INSPECTION REPORT

BR. DEPT. NO. L-16-026

TTY/TOWN			8-STRUCTURE N			LEVEL OF INSPECTION 93B-DATE INSPECTED					
LUDLOW			L16026-0QX-MUN-NBI II MAY 13, 2						:025		
7-FACILITY CARRIED			ACCESS TO BRIL				PERATIONS ENGINEER	1/10			
HWY PINEY LN			EMBANKI				J. COLLERAN ( )	ula			
6-FEATURES INTERSECTED	N/C		DEPTH 1.5 m	VISIBILITY  0.5 m		EADER (DIVI	6W/11	ea ny:			
WATER BROAD BROO	J٨	·	1.5 m	0.5 m		HAEL LE	This This	-			
SAND, SILT, GRAVEL & COBBL	LE	MOD	DERATE	B. FITZGERA	ALD, W.	J. COLLE	ERAN, E. HOGAN, J. A. M	ANKOW	SKY		
ITEM 60 SUBSTRUCTURE		N	ITEM 6	1 CHAN	NEL &	3 DEF	ITEM 62 CULVERTS		2 DEF		
1. Abutments	N	DEF	1. Channel		3	S-A	1. Roof	N	-		
a. Pedestals	N	-		ment Erosion	4	S-A	2. Floor	N	-		
b. Bridge Seats	N	-	Embanki     Debris	LIUSIUII	7	3-A	3. Walls	N	-		
c. Backwalls	N	-	Debris     Vegetation	on.	7		Walls     Headwall	N	-		
	N	-		VII	N		4. Headwall	N			
d. Breastwalls	N	-	5. Utilities	Slone D		S-A		2	S-A		
e. Wingwalls	N	-		/Slope Protection		-	6. Pipe	0	S-A		
f. Slope Paving/Rip-Rap		-	7. Aggrada		7 N	•	7. Protective Coating		S-A S-A		
g. Pointing	N	-	8. Fender S	System	N	-	8. Embankment	4 N	3-A		
h. Footings	N		a. Piles		N	-	9. Wearing Surface	N	-		
i. Piles	N		b. Diago	nal Bracing	N	-	10. Railing	N	-		
i. Scour	N	-	c. Horizo	ontal Bracing	N	-	11. Sidewalks	N	-		
k. Settlement	N	-	d. Wales	1	N	-	12. Utilities	N	-		
I.	N		e. Faster	ners	N	-	13. Member Alignment	N			
2. Piers or Bents	N		f. Ladde	ers	N	-	14. Deformation	2	S-A		
a. Pedestals	N	-	9.		N	-	15. Scour	3	S-A		
b. Caps	N	-		9 SUPERSTI	RUCTU	RE	16. Settlement	3	S-A		
c. Columns	N	-			T 1	DEF	17.	N	-		
d. Stems/Webs/Pierwalls	N	-			N		18.	N			
e. Pointing	N				N	*			Υ		
f. Footing	N	-			N		UNDERMINING (Y/N)				
g. Piles	N			DI	EFICII	ENCY R	REPORTING GUIDE	C.			
	N	-	DEFICIEN			nat requires corr	rective action.				
h. Scour	N	-		RIES OF DEFICE			access.	of the	id envis		
i. Settlement	N	11-1	M= Mino.	r Deficiency Defices	ciencles which i ly be repaired. E	are minor in nature Examples include t	e, generally do not impact the structural integrity but are not limited to: Spalled concrete, Minor si	couring, etc.	-n/ c00/d		
le le		-	S= Severe	/Major Deficience			e extensive in nature and need more planning ar o: Moderate to major deterioration in concrete, E				
3. Pile Bents	N			- Comment of the Control of the Cont		eteriorated timber	piles, Considerable settlement, Considerable so	couring or under	rmining, etc.		
	N		C-S= Crit	tical Structural D	eficiency-	due to the failure	a structural element of a bridge that poses an ex re or imminent failure of the element which will a	xfreme unsafe o iffect the structure	ondition ral integrity		
a. Pile Caps	N	-	-	tical Hearth	ciona	of the bridge.  A deficiency in a co	omponent or element of a bridge that poses an e	extreme hazard	or unsafe		
b. Piles	N	-	C-H= Cri	itical Hazard Defi	in	condition to the publiclude but are not	iblic, but does not impair the structural integrity of t limited to: Any part of piles or fender system wh	of the bridge. Exa	amptes		
c. Diagonal Bracing	N	-				and may become a	a safety hazard for the navigational traffic, etc.				
d. Horizontal Bracing	N	-		CY OF REPAIR:		Market	andles Post	and to			
e. Fasteners	N	-	I=Immedia	further instruction for	from him/her.]		pection Engineer (DBIE) to report the Deficiency				
		N	A=ASAP-	bridge) upon receip	pt of the Inspect	tion Report.]	nance Engineer or the responsible party (if not a er or the Responsible Party (if not a State owned		iairs		
UNDERMINING (Y/N)		IN	P=Prioritiz	ze- [Shall be prioritized made when funds a	and/or manpow	er is available.]	the state owner	w-2 most 161			

X=UNKNOWN

### REMARKS

### GENERAL REMARKS

The structure is a triple barrel ACCM pipe arch culvert.

#### Orientation:

Barrels are numbered from Right to Left when facing downstream.

Sta 10+00 is located at the top of the pipe at the downstream end and Sta 10+38 is located at the top of the pipe at the upstream end. There are 5' extensions located at both the upstream and downstream ends of the pipe.

The culvert carries Piney Lane east and west over Broad Brook, which flows from North to South. Alden Pond is located at the downstream end.

### Bridge Construction:

A temporary bridge is under construction downstream of this structure (0QX). When the temporary bridge is complete, this structure (0QX) will be demolished and replaced.

### ITEM 61 - CHANNEL AND CHANNEL PROTECTION

### Item 61.1 - Channel Scour

#### Upstream end

At Sta 10+43 in Barrel 2 the upstream end of the pipe is undermined, 4.0' W x 0.2' H x 2.8' P. At Sta 10+43 in Barrel 3 the upstream end of the pipe is undermined, 4.0' W x 0.2' H x 1.8' P.

### Downstream end

At Sta 9+95 in Barrels 1 & 2, the area of the pipes with 100% section loss are scoured out, below pipe grade. Barrel 1, degradation is 40' L x 5.0' W x up to 0.9' H. Barrel 2, degradation is 30' L x 3.0' W x up to 0.9' H.

At Sta 9+95 Barrel 3 is undermined, 7.0' W x 3.0' H x 9.0' P.

#### Item 61.2 - Embankment Erosion

There is heavy embankment erosion at all four corners of the bridge and between all of the Barrels at both the upstream and downstream ends.

The embankment above and right of Barrel 1 has been recently reconstructed with additional cobble sized rip-rap.

There is a 2.0' Penetration between pipes 2 and 3.

### Item 61.3 - Debris

The Dive Team removed a large among of debris from the upstream end of all three structures.

### Item 61.6 - Rip-Rap/Slope Protection

There is heavy embankment erosion at all four corners of the bridge and between all of the Barrels at both the upstream and downstream ends.

The embankment above and right of Barrel 1 has been recently reconstructed with additional cobble sized rip-rap.

### REMARKS

### ITEM 62 - CULVERT

### Item 62.6 - Pipe

There is severe section loss throughout the floors of the pipes in all three Barrels.

### Upstream end

At Sta 10+43 in Barrel 1, the previously noted 4.0' L x 6.0' W section of the floor of the pipe that was bent upwards blocking most of the channel of Barrel 1, is now missing.

At Sta 10+39 in Barrel 1 there is a 2.0' L x 1.0' H area of 100% section loss on the left side of the pipe.

At Sta 10+39 in Barrel 2 there is a 6.0' L x 1.0' H area of 100% section loss on the right side of the pipe.

### Downstream end

At Sta 9+95 in Barrel 1 there is a 40' L x 5.0' W area of 100% section loss throughout the floor of the pipe. At Sta 9+95 in Barrel 2 there is a 30' L x 3.0' W area of 100% section loss throughout the floor of the pipe. At Sta 9+95 in Barrel 3 there is a 4.0' L x 7.0' W area of 100% section loss throughout the floor of the pipe.

### Item 62.7 - Protective Coating

The asphaltic coating has failed throughout all three Barrels.

### Item 62.8 - Embankment

There is heavy embankment erosion at all four corners of the bridge and between all of the Barrels at both the upstream and downstream ends.

The embankment above and right of Barrel 1 has been recently reconstructed with additional cobble sized rip-rap.

### Item 62.14 - Deformation

### Upstream end

At Sta 10+43 in Barrel 1, the previously noted 4.0' L x 6.0' W section of the floor of the pipe that was bent upwards blocking most of the channel of Barrel 1, is now missing.

#### Downstream end

The top of the pipes in Barrels 1 & 2 at the downstream end are 1.2' & 1.3' lower than Barrel 3 which indicates possible settlement. See Settlement Monitoring Chart.

At Sta 9+95 in Barrel 3 there is a 4.0' L x 7.0' W area of 100% section loss throughout the floor of the pipe.

### Item 62.15 - Scour

### Upstream end

At Sta 10+43 in Barrel 2 the upstream end of the pipe is undermined, 4.0' W x 0.2' H x 2.8' P.

At Sta 10+43 in Barrel 3 the upstream end of the pipe is undermined, 4.0' W x 0.2' H x 1.8' P.

#### Downstream end

At Sta 9+95 in Barrels 1 & 2, the area of the pipes with 100% section loss are scoured out, below pipe grade. Barrel 1, degradation is 40' L x 5.0' W x up to 0.9' H.

Barrel 2, degradation is 30' L x 3.0' W x up to 0.9' H.

At Sta 9+95 Barrel 3 is undermined, 7.0' W x 3.0' H x 9.0' P.

### Item 62.16 - Settlement

The top of the pipes in Barrels 1 & 2 at the downstream end are 1.2' & 1.3' lower than Barrel 3 which indicates possible settlement. See Settlement Monitoring Chart.

PAGE 4 OF 9

| B.I.N. | BR. DEPT. NO. | 8.-STRUCTURE NO. | INSPECTION DATE | Ludlow | QX | L-16-026 | L16026-0QX-MUN-NBI | MAY 13, 2025

### REMARKS

Sketch / Chart Log

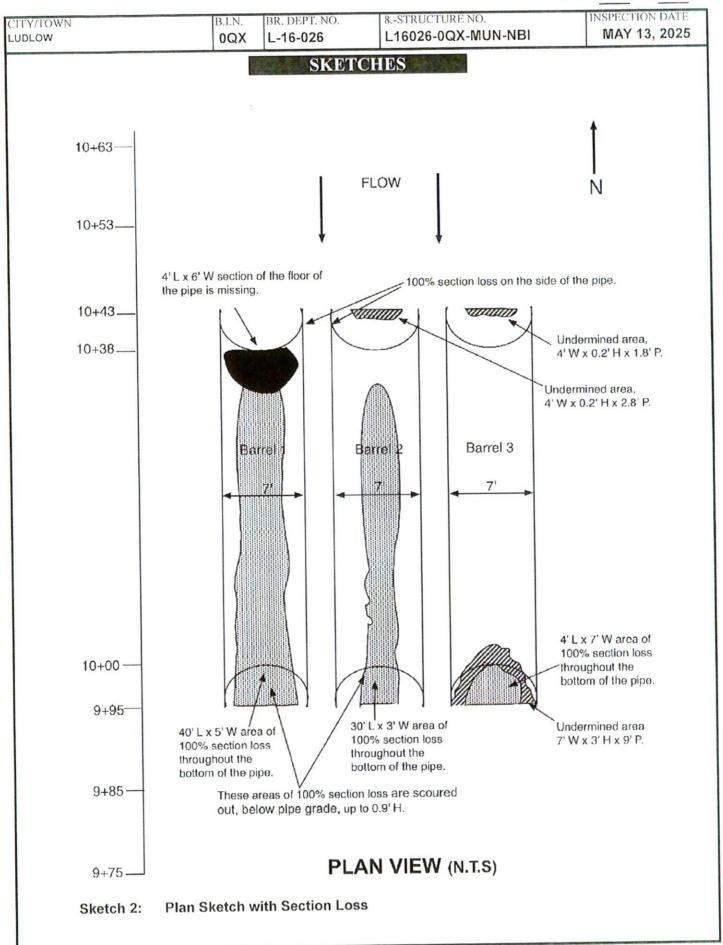
Sketch 1: Plan Sketch

Sketch 2: Plan Sketch with Section Loss

Chart 1: Scour Monitoring Chart
Chart 2: Settlement Monitoring Chart

Chart 3: Element Level

TY/FOWN J <b>DLOW</b>			STRUCTURE NO. 16026-0QX-MUN-NBI	INSPECTION DATE MAY 13, 2025
JDEOW	JUGA L-1	SKETCHE		WIAT TO, ESES
10+63	3.3'	2.8'	2.7'	
		FLOW	1	I N
10.52	2.5'	2.8'	2.8'	
10+53	2.5	2.0	2.0	
10+43	, 2.2' y	2.4'	( 2.4' )	
10+38				
10100				
		D10	Dawel 0	
	Barrel 1	Barrel 2	Barrel 3	
	7'	7'	7'	
10+00.			*	
	4.1'	4.3'	5.8'	
9+95	4.1	7.0		
			Water ( Top of )	Control Shot (Y) = 3.0' oipe at 10+00 to WL.
9+85-	5.0'	5.7'	5.2'	
	PLAN SKETO	H (N T S)	NOTE : All soundir	ngs are from the
0.75			2022 underwater r	eport.
9+75 —	5.8'	6.2'	5.9'	
	ni - 61-7-7			
Sketch 1:	Plan Sketch			



### CHARTS

L-16-026 (OQX)	9/16/22	6/2/23	5/3/24	5/13/25	
9+95					
C/L Barrel 1	4.1'	4.4'	4.5'	4.4'	
C/L Barrel 2	4.3'	4.3'	4.3'	4.9'	
C/L Barrel 3	5.8'	5.9'	5.6'	5.4'	
10+43					
C/L Barrel 1	2.2'	2.1'	2.0¹	1.9'	
C/L Barrel 2	2.4'	2.3'	2.3'	2.2'	
C/L Barrel 3	2.4'	2.5'	2.4'	2.4'	
Υ	3.0'	2.9'	2.7'	3.0'	
Correction	-	-0.1'	-0.3'	-	

### Notes:

- 1. Water Control Shot, Y = waterline to pipe arch intrados, STA 10+00, Barrel 3.
- 2. For comparison, all soundings are adjusted to the 9/16/22 water level.

## CHARTS

L-16-026 (0QX)	9/16/22	6/2/23	5/3/24	5/13/25	
Barrel 1					
10+38	2.9'	2.8'	2.6'	2.8'	
10+00	1.8'	1.8'	1.6'	1.9'	
Differential	1.1'	1.0'	1.0'	1.1'	
Barrel 2					
10+38	2.9'	2.9'	2.7'	3.0'	
10+00	1.6'	1.6'	1.4	1.8	
Differential	1.3'	1.3'	1.3'	1.2	
Barrel 3					
10+38	2.8'	2.7'	2.6'	2.9'	
10+00	3.0'	2.9'	2.7'	3.0'	
Differential	+0.2'	+0.2'	+0.1'	+0.1'	

### Notes:

- 1. Measurements are from the top of the pipe to the waterline.
- 2. Sta 10+00 is located at the downstream end and Sta 10+38 is located at the upstream end.

Chart 2: Settl

**Settlement Monitoring Chart** 

### CHARTS

# **National Bridge Element Inspection**

**UNDERWATER OPERATIONS MASSDOT** 

			Month	Day	rear
Bridge Number L-16-02	26		5	13	2025
BIN OQX		Town	Ludlow		
Structure Number L16026	-OQX-MUN-N	NBI District	2		
Inspectors Mich	ael Lemire	W. Colleran, W. F	erry, J. Mank	owsky & B.	Fitzgerald
Leader		Member(s)			

Element	Element		Env-	Total	Qor	Condition States (Quantity or Percent) *				
#	Name	Units	iron.	Quantity	%	1	2	3	4	
240	Steel Culvert	LF	2	114	Q			28	86	
1000	Corrosion	LF	2	114	Q			28	86	
		-								
		+								
			-							
									and the second s	

<sup>\*</sup> It is okay to switch between Quantity and Percent for different Elements.

Chart 3: Element Level





August 26, 2025

Town of Ludlow Town Selectboard 488 Chapin Street Ludlow, MA 01056

Attn: Jamie Tomas, Director

SUBJECT: SMALL BRIDGE INSPECTION REPORT

L-16-011 (5N9)

ST 21 CENTER ST / HIGHER BROOK

Dated: 06/11/25

Dear Mr. Tomas:

As part of the Massachusetts Bridge Inspection Program, MassDOT - Highway Division now also performs inspections of municipally owned bridges whose spans are between 10 feet and 20 feet.

For your records is a copy of recent bridge inspection field report for the referenced municipally owned bridge. Repair, rehabilitation, or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the report may be directed to the District Bridge Inspection Engineer, Matthew Barrett, at 857-368-2081.

Sincerely,

Patricia A. Leavenworth, P.E.

Jun Hopshi for

District 2 Highway Director

MB/

cc: BIE (2), DHD D-2, DBIE D-2

Enclosure

# MASSACHUSETTS DEPARTMENT OF TRANSPORTATION PAGE 1 OF 21

STRI	UCTURES	INSPE	CTION	FIELD	REPORT
$\sigma$	UULUNES		$\mathbf{c}_{\mathbf{I}}$		

2-DIST B.I.N. **ROUTINE INSPECTION** 02 5N9

BR. DEPT. NO. L-16-011

CITY/TOWN			8STI	RUCTURE NO.						. POINT	41-STATUS A:OPEN	90-ROUTIN		
LUDLOW				L16011-5N	19-ML	JN-E	3RI			0.000		JUN 11, 2025		
07-FACILITY CARRIED ST 21 CENTER ST				MEMORIAL NAMI	E/LOCA	L NAN	1E			R BUILT 1938	0000	YR REHAE	000(N	,
06-FEATURES INTERSECTED				26-FUNCTIONAL O	CLASS			DIST. F	RIDGE	INSPECTI	ON ENGINEER	M. Barrett	2	
WATER HIGHER B	ROOF	(		Major Collect	or					_ ,		WZ	h	50
43-STRUCTURE TYPE 302 : Steel Stringer/Girder				22-OWNER Town Agency Town Agency Town Agency				LEADE	R J. Lorus	ANN	—a	rmi		
1: Concrete Cast-in-Place				WEATHER TEMP. (air) TEAM MEMB Sunny 22°C A. T. LOG					andrew	TJ	) SL	hner		
ITEM 58	6		ITE	M 59	•	Г	5	]		ITEM	60	5		
DECK		DEF	SUPI	ERSTRUCTUI	RE	L		] DE	≣ <b>F</b>	SUBST	RUCTURE			DEF
1.Wearing Surface	6	-	1.Stri	ngers		Î	N	-	-	1. Abut	ments	Dive Cur	5	
2.Deck Condition	6	-	2.Flo	orbeams			N		•	a. Pedes		N 5		M-P
3.Stay in Place Forms	N	-	3.Floo	or System Braci	ing		N	<u> </u>		b. Bridge c. Backv		N 6	1	-
4.Curbs	6	-	4.Gird	lers or Beams			5	S-	.P	d. Breas		N 5	]	M-P
5.Median	N		5.Trus	sses - General			N	<u> </u>	•	e. Wingv	valls Paving/Rip-Rap	N 6		
6.Sidewalks	7	- 1	a. (	Upper Chords		N				g. Pointi		N N		_
7.Parapets	N	- 1		Lower Chords		N		-		h. Footin	gs	N H		
8.Railing	6			Web Members		N				j. Scour		N 6		-
9.Anti Missile Fence	N	-	<u> </u>	Lateral Bracing		N		-		k. Settle	ment	N 5		M-P
10.Drainage System	N	_	<b>_</b>	Sway Bracings		N N		<u> </u>		m.		N N		-
11.Lighting Standards	N			Portals		N		<u> </u>	-	2. Piers	or Bents		N	
12.Utilities	7			End Posts & Hangers		N	N	₁—	- 	a. Pedes	tals	N N		-
13.Deck Joints	N	<u> </u>		n Pit's, Gusset	e & An	nles	N	╢		b. Caps c. Colun	ons	N N	┨	
14.	-:- N		L	er Plates		9.00	N	╢			:/Webs/Pierwalls	N N		-
		<u> </u>		ring Devices			6	<del> </del>		e. Pointi	<del>-</del>	N N	-	-
15.	N	-		aphragms/Cros	s Fran	ıes	N	╢.		g. Piles	ıy	N N		-
16.	N	•		vets & Bolts			N	╢─.		h, Scour		N N		
E	<u> </u>	w	12.W				N	╢─.		i. Settle	ment	N N	1	
CURB REVEAL (In millimeters)	50	125	L	ember Alignmer	nt		7	<del> </del>		k.		N N	<u> </u>	-
				aint/Coating			5	M	- <del>-</del> -	3. Pile		7	N	
APPROACHES	1 : 1	DEF	15.				N	<del>                                   </del>	-	a. Pile C b. Piles	aps	N N	-	
a. Appr. pavement condition	6	<b></b>		D-1-4-4		X	1	-, ]			nai Bracing	N N	1	-
b. Appr. Roadway Settlement	7	-	rear	Painted			_			<del></del>	ontal Bracing	N N	-	
c. Appr. Sidewalk Settlement	7	-		ISION DAMAGE: ∋(X) Minor( )				wore f		e. Faste	ners	N N	1	
d	N		<b>—</b>	- <del>-</del>				**=18 (		UNDER	MINING (Y/N) If Y	ES please	explai	ı N
OVERHEAD SIGNS (Y/N) N Nor			None	OAD DEFLECTION: Please explain None (X) Minor ( ) Moderate ( ) Severe ( )  OAD VIBRATION: Please explain				COLLISION DAMAGE: None (X) Minor ( ) Moderate ( ) Severe ( )						
		DEF	DEF None (X) Minor ( ) Moderate ( ) Severe ( ) SCOUR: Please explain											
a. Condition of Welds	N						VAL			None (2	K) Minor( ) N	loderate (	) Se	vere ( )
b. Condition of Bolts	N	I	Any l	Fracture Critical	wemb	per: (1	T/N)	N		I-60 (Di	re Report); N	1-60 (Thi	s Rep	ort): 5
c. Condition of Signs	N_		Any (	Cracks: (Y/N)	N					93B-U/	W (DIVE) insp	00	/00/(	0000
										A C C E C		D-		

												INSPECTION		
LUDI	LOW				51	N9			-MUN-BF	સા!	JUN 11,	, 20	J25_	
W	EM 6			Γ	6	1111	TEM 36 TRAFFIC SA				ACCESSIE	3ILITY /	(Y/N	N/P)
	ANNE			L		<u> ۱</u>   ا	Bridge Railing	36 0	COND	DEF	ļ		leeded	
<b>CH</b> ∠	4NNE	EL PROTECTION	N				Transitions	0	6		Lift Bucket		N	N
i			Divr	e Cur	DEF	- 11	Approach Guardrail	1	5	M-P	Ladder		Y	Y
1.CF	rannel	l Scour	N	7		¬ I }	Approach Guardrail Ends	0	7		Boat		N Y	N
+		ment Erosion	N	7			<del></del>				Waders Inspector 50		N	N
	ebris	Hem Erosion	N	7		- YVEL	IGHT POSTING		pplicable 3S2 Sing	1 / 1	Rigging		N	N
	epris		N	6		-   Act	tual Posting N		N N		Staging		N	N
<u> </u>	getatio		N	N N			commended Posting N	3=:	N N	=	Traffic Contr	}	N	N
		/Slope Protection	N	N	-	-				<u> </u>	RR Flagger		N	N
	·	-	N	N 6		- Vvarv		EJDMT Da	L	/00/0000	Police		N	N
					-   sig	ns in Place At bride	s	Other Ad	dvance S	Other:				
8.Fender System N N					(Y=Y	ns In Place Yes,N=No, =NotRequired)	'اليث		ı <u> </u>	<u> </u>		N	N	
1					_   Legi	aibility/				TOTAL HO	OURS	<del>,</del>	10	
					1	Ibility LADANCE POSTING	<u>—</u>		<u>ر بے کا</u>	72.00				
						CLEA	EARANCE POSTING T	E in	m W	in meter	PLANS	] (Y/N):	/: [	Y
CTR	TAM FI	LOW VELOCITY:				_   ' ' ' '	ual Field Measurement	0	.	0			$\overline{}$	
		<i>LOW VELOCITY:</i> gh( ) Moderate( ) Lo	• ~w (`	V i Non	, ,	1 I	sted Clearance	0		0	(V.C.R.)	(Y/N): N	4	
	<u> </u>		.ow ,	X) None			At bridg		Adva		TAPE#:			
ITEM 61	1 (Dive R	Report): N ITEM 61	l (This	is Report).	<i>v:</i> 6	(Ya)	ns In Place Yes,N=No, =Not Required)	<u>w</u> _	E	1 <u> </u>	I lot of field to:	sts performed:	—	
osh.	11/A/ JA	TO DATE: OC	2/00		$\overline{}$	Legii	ilbility/			<i>`</i> ⊟∃ '	LIST OF HOLD 100	ts perionnes.		
93b-U/W INSP. DATE: 00/00/0000 Legibility/ Visibility						اللك								
D=8   = D== + 0/8						1 r	S please give pr	<del></del>	<u> </u>	-				
Recommend to					ommend for Rating or Ren	rating (Y/	/N): N	HIG	GH ( ) MEDIUM (	, ) LOW ( )				
				REAS	SON:			-						
Inspection data at time of existing rating									_					
158: - 159: - 160: - Date:00/00/0000														
			<del>-</del>				CONDITION RA	ATING	GUID	(For	Items 58, 59, 60 a	and 61)		
CODE CONDITION DEFECTS								_	_					
	N	NOT APPLICABLE	1											
G	9	EXCELLENT			xcellent condition.							_		
G	8	VERY GOOD		No problem noted.  Some minor problems.										
G F	6	GOOD	<del></del> 1-	Some minor problems. Structural elements show some minor deterioration										
F	5	FAIR	<del></del>	Structural elements show some minor deterioration.  All primary structural elements are sound but may have minor section loss, cracking, spalling or scour.										
P	4	POOR					erioration, spalling or scour.	/CUCH 102	Michael	Mig or acc			—	
P	3	SERIOUS	Lo	Loss of sec	ection, det	eterioration,	n, spalling or scour have seriously afforciete may be present.	ffected prima	ary structural	components, L	ocal failures are pos	ssible, Fatigue crack	ks	
<u> </u>			Ac	Advanced o	deteriora	ration of prin	rimary structural elements. Estimus co	cracks in ste	el or shear c	racks in concret	e may be present or	scour may have		
С	2	CRITICAL.	rei M:	removed st	SUDSTRUCTU	ture suppor	ort. Unless closely monitored it may b	be necessary	ry to close the	e bridge until con	rrective action is take	en.		
С	1	"IMMINENT" FAILURE	Br	ridge is d	losed to	traffic but	n loss present in critical structural co t corrective action may put it back in l	imponents of	f obvious ver	tical or honzum	al movement anecu	ig structure stability	<i>I</i> -	_
·	0	FAILED	0	Jut of serv	vice - be	yond corre	ective action.							
_							DEFICIENCY REP	2ORTI	AC GU	HDE				
DEFI	CIENC	CY: A defect in a struc	icture f	that requi	ires corr				110	174				
1		IES OF DEFICIENCE								<del></del>				
M= M	Ainor D	Jeficiency - Deficiencies w holes, Minor r	which ar corrosi	are minor in don of steet.	nature, gr Minor scr	enerally do n ouring, Clogr	not impact the structural integrity of the brid ged drainage, etc.	dge and could e	easily be repair	ed, Examples inclu	de but are not limited to:	: Spalled concrete, Mino	or pot	
S= Se	:vere/M	faior Deficiency - Defi	eficiencie	cies which ar	are more ex	extensive in na	nature and need more planning and effort to L. Considerable scouring or undermining, Mo	o repair. Examp	ples include but	t are not limited to: /	Moderate to major deter	noration in concrete, Exp	фозеф г	and
C-S=	Critics			_ A deficier	ency in a str		, Considerable accounting of undermining, Mo ement of a bridge that poses an extreme uns						l integri	itu
1		cal Hazard Deficiency	v - A	of the brid A deficiency	ridge. cy în a comp	nponent or ele	element of a bridge that poses an extreme h	hazard or unsafe	ife condition to th	the public, but does	anot impair the structural	at Intensity of the bridge. F	Evamol	nies
		· · · · · · · · · · · · · · · · · · ·	. 11	include but a etc.	are not lim	uited to: Loos	ose concrete hanging down over traffic or pe	edestrians, A h	ole in a sidewa	Ik that may cause in	njuries to pedastrians, M	issing section of bridge	, railing,	,
		OF REPAIR:			_									
I = Imr	ımediate- SAP-						ngineer (DBIE) to report the Deficiency and gineer or the Responsible Party (if not a Stat				=			
P = Prioritize- [Shall be prioritized by District Maintanance Engineer or the Responsible Party (# not a State owned bridge) and repairs made when funds and/or manpower is available].														

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# REMARKS

# **BRIDGE ORIENTATION**

Structure carries State 21 (Center Street), north and south, over the Higher Brook which flows east to west.

The (11) Beams are numbered west to east. Abutments are labeled North and South. See Sketches 1 - 3.

## **GENERAL REMARKS**

## Bay 1 - Out of Service - Request:

Town of Ludlow has been notified to restrict traffic over Beam 1 since 8/1/2023, but still has not taken action. See Sketches 4 & 5.

# ITEM 58 - DECK

# Item 58.1 - Wearing Surface

Hot mix asphalt (HMA) Wearing Surface has minor longitudinal cracking with & without crack sealant. See Photo 1.

West edge of roadway has an uneven profile and debris accumulation.

## Item 58.2 - Deck Condition

**Deck Underside**, Bay 1, south end, has severe scaling over the utility lines, full bay width 48" wide x 16" long x full depth with rusting rebar, the underside of the curb is exposed. Area is surrounded by cracking with rust and efflorescence. **See Photo 2.** 

Interior bays have areas of slight segregation from original construction. See Photo 3.

East Deck Overhang has minor spalling on the bottom face adjacent Beam 11.

West Deck Overhang has horizontal cracking near the South Abutment that is 5' long x 1/8" wide.

#### Item 58.4 - Curbs

East Curb is HMA berm, which is in good condition.

West Concrete Curb has a spalled area near the South Abutment 11" wide x 6" long x 3" deep.

#### Item 58.6 - Sidewalks

Bridge has a sidewalk on the east side of the structure. It is not on the 1938 original plans or the 1983 repair plans.

Concrete Sidewalk has a strip of HMA sidewalk between it and HMA berm. Minor vegetative growth through the different materials of the sidewalk.

#### Item 58.8 - Railing

Railing consists of tubular galvanized steel bridge rail with steel W-beam guardrail mounted in front on steel offset blocks.

East Railbase has moderate scaling around the railbase plates. See Photo 4.

#### Item 58.12 - Utilities

Bay 1, has (6) steel utility conduits.

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# REMARKS

# <u>APPROACHES</u>

# Approaches a - Appr. pavement condition

North & South Approach roadways have longitudinal & mapcracking with some crack sealant. See Photo 1.

## **ITEM 59 - SUPERSTRUCTURE**

# Item 59.4 - Girders or Beams

Superstructure has (11) steel beams. The beams are embedded into the backwalls at the ends. Plans show two 7/8" transverse tie rods that connect through the ends of the webs inside the concrete backwall.

Beam 1 & 11 are 12WF50 (original web = 0.37" and flange = 0.64" thick). Beams 2 - 10 are 12WF45 (original web 0.335" and flange = 0.575" thick).

Beams 2 - 11 are in satisfactory to good condition with spotty rust and no losses.

Beam 1 (curb line) has severe rust & delamination with holes. See Sketches 6 & 7 and Photos 5 - 7.

## Item 59.9 - Bearing Devices

Steel Plate Bearings are in satisfactory to fair condition with minor to moderate rust on Bearings 2 - 11.

Beam 1 bearings and anchor bolts have severe delamination. See Photos 5 - 7.

# Item 59.14 - Paint/Coating

Paint system on Beams 2 - 11, have severe freckled rust and the top and bottom flanges have light rusting.

Beam 1, paint system has failed. See Photos 5 - 7.

#### ITEM 60 - SUBSTRUCTURE

# Item 60.1 - Abutments

# Item 60.1.a - Pedestals

Pedestals under Beam 1 are scaled to the Bearings. See Photos 8 & 9.

Pedestals are in satisfactory condition with some minor cracking and scaling.

## Item 60.1.b - Bridge Seats

North & South Bridge Seats are in satisfactory condition.

Bay 1, at both abutments, the seat has been chipped down 10"-12" to accommodate a utility conduit bank. See Photos 8 & 9.

North Bridge Seat, west end has scaling at the upper breastwall/bridge seat interface to the pedestal. See Sketch 8 & Photo 10.

#### Item 60.1.c - Backwalls

# North & South Backwalls:

- Scattered efflorescence, minor scaling, and segregation.
- Transverse tie rods are encased in the backwall are exposed in some areas due to lack of cover from original construction.

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# REMARKS

North Backwall, west corner has spalling with exposed rebar. See Sketch 8 & Photo 10.

# Item 60.1.d - Breastwalls

North Breastwall has severe scaling at the west end, and cracking with minor displacement at the east end. See Sketch 8 & Photos 10 & 11.

South Breastwall has a few full height vertical cracks with some efflorescence. See Sketch 8.

**North & South Breastwalls** have abrasion/scaling along the waterline up to 1' high x full length x up to 2" deep.

## Item 60.1.e - Wingwalls

Wingwalls have cracking and scaling. See Sketch 8.

## Item 60.1.i - Scour

Previously reported scour hole at the Southeast Wingwall has been filled with Rip-Rap.

# Item 60.1.k - Settlement

North Breastwall, Bay 10, has a full-height crack with minor displacement at the east end. See Sketch 8 & Photo 11.

# **ITEM 61 - CHANNEL AND CHANNEL PROTECTION**

# <u>Item 61.2 - Embankment Erosion</u>

Embankments have minor erosion up & down stream.

## Item 61.3 - Debris

Debris has been removed.

#### Item 61.4 - Vegetation

Channel has vegetation at the four corners of the bridge that is heavier at the west side and southwest corner.

## Item 61.7 - Aggradation

Northeast corner of the channel has aggradation, 10' wide x 40' long. See Photo 12.

#### TRAFFIC SAFETY

# <u> Item 36a - Bridge Railing</u>

Refer to Item 58.8. - Railing.

#### Item 36b - Transitions

Approach guardrail runs continuously over the bridge and is attached to the steel railing posts with steel offset blocks.

#### Item 36c - Approach Guardrail

Approach guardrails consist of steel W-beam guardrail on timber posts with timber offset blocks except for the last post adjacent the bridge on all four corners has a steel post and steel offset block.

Guardrails have minor dents and scrapes.

# REMARKS

Wood offset blocks on the southeast corner are rotated.

Northwest Approach, wood offset blocks and posts are severely damaged, but is covered by vegetation. See Photo 13.

# Item 36d - Approach Guardrail Ends

All four approach guardrails flare away from the roadway and have terminal ends.

# Sketch / Photo Log

Sketch 1: Framing Plan Sketch 2: Cross Section

Sketch 3: 1993 Rehabilitation Plan

Sketch 4: Email 8/1/2023 Requesting Bay 1 be taken out of service. Page 1 of 2 Sketch 5: Email 8/1/2023 Requesting Bay 1 be taken out of service. Page 2 of 2

Sketch 6: Beam 1, North End, Defects Sketch 7: Beam 1, South End, Defects

Sketch 8: Abutment Defects

Photo 1: Wearing Surface has minor longitudinal cracking with & without crack sealant.

Photo 2: Deck Underside, Bay 1, south end, scaling has exposed the underside of the curb.

Photo 3: Interior Bays have segregation and scaling.

Photo 4: East Railbase has moderate scaling around the railbase plates.
Photo 5: Beam 1, north end, west face, has holes in the web & bottom flange.

Photo 6: Beam 1, north end, bottom flange has 2 holes.

Photo 7: Beam 1, south end, east face, has holes in the web & flange.

Photo 8: Pedestals, Beam 1, north abutment is scaled to the masonry plate.

Photo 9: Pedestals, Beam 1, north abutment is scaled to the masonry plate.

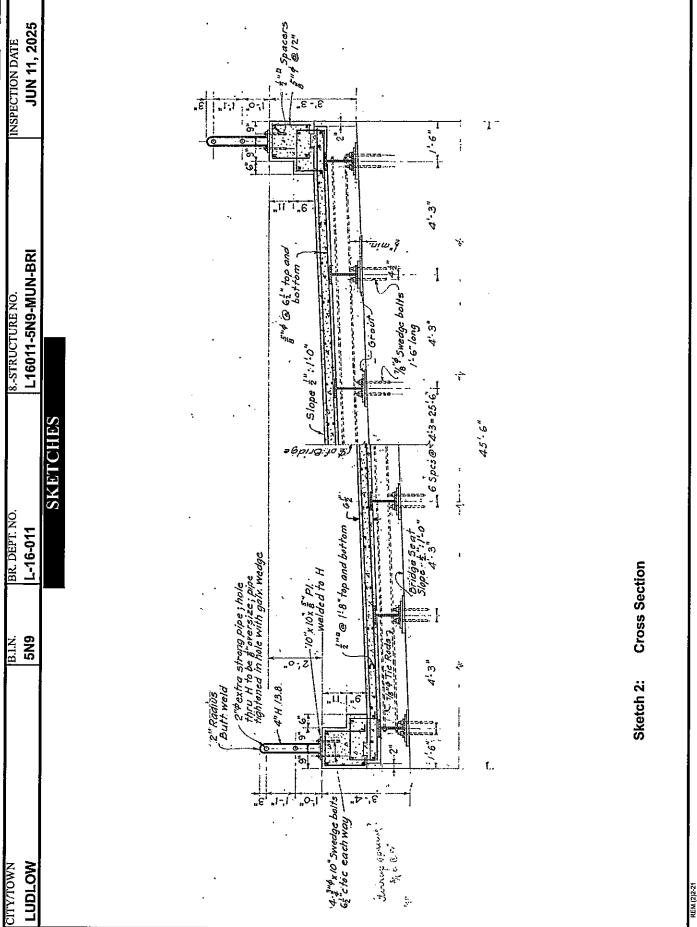
Photo 10: North Bridge Seat, west end has a large spall.

Photo 11: North Breastwall, east end has a vertical crack.

Photo 12: Upstream east elevation channel has aggradation.

Photo 13: Northwest Approach guardrail, wood offset blocks are damaged.

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INSPECTION DATE 8.-STRUCTURE NO. CITY/TOWN B.I.N. BR. DEPT. NO. 5N9 JUN 11, 2025 LUDLOW L-16-011 L16011-5N9-MUN-BRI **SKETCHES** HOLLOW WITH HEAVY SPALLING HOLLOW WITH HEAVY CRACKING 32"-10" 8'-3" 16'-0' HEAVY SPALLING Ξ HEAVY SPALLING GUTTER LINE Α SPALLED CURB CENTER STREET REPLACE PREFORMED EXPANSION JOINT FILLER (TYP.) (ROUTE 2!) CUTTER LINE <del>{}</del> ₹ 国 I 囯 REMOVE EXISTING APPROACH GUIDE 5 RAILING AND REPLACE. SEE SHEET NO. 17 FOR BRIDGE MOUNTED RAILING. SEE ROADWAY PLANS FOR APPROACH RAILING (TYP.) 16'-0 **PLAN** HOLLOW WITH HEAVY SPALLING REMOVE EXISTING RAILING AND REPLACE. SEE SHEET NO. 17 FOR BRIDGE MOUNTED ======= HOLLOW WITH TOP OF ROADWAY HEAVY SPALLING DELINEATE AREA OF DETERIORATED CONCRETE TO BE REMOVED WITH 1/2" DEPTH SAW CUT (TYP.) EAST ELEVATION - DEVELOPED REMOVE EXISTING RAILING AND REPLACE. SEE SHEET NO. 17 FOR BRIDGE MOUNTED HOLLOW, HORIZ, CRACKING WITH EFFLOURESCENCE RAILING. HEAVY SPALLING TOP OF ROADWAY HEAVY SPALLING OF END DIAPHRAGN WEST ELEVATION Sketch 3: 1993 Rehabilitation Plan

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## SKETCHES

## Tuesday, August 1, 2023 at 15:22:39 Eastern Daylight Time

Subject: Ludlow L-16-011 Center Street over Higher Brook Bridge

Date: Tuesday, August 1, 2023 at 2:55:24 PM Eastern Daylight Time

From: Sund, Daniel J. (DOT) < Daniel.Sund@dot.state.ma.us>

To: jtomas@ludlow.ma.us <jtomas@ludlow.ma.us>, DPW@Ludlow.ma.us <DPW@Ludlow.ma.us>

CC: Leavenworth, Patricia (DOT) <Patricia.Leavenworth@dot.state.ma.us>, Minihan, Matthew J. (DOT) <Matthew.Minihan@dot.state.ma.us>, Marauszwski, Jean B. (DOT)

<Jean.Marauszwski@dot.state.ma.us>, Barrett, Matthew (DOT)

<Matthew.Barrett@dot.state.ma.us>, Roy, James R. (DOT) <James.R.Roy@dot.state.ma.us>

Priority: High

Attachments: Routine-5N9-2023-06-14 MUN.pdf, image001.png, image002.png, Chap 85 Bridge

Preservation Design Requirements.pdf, image004.png, image008.png

#### Good afternoon Jamie,

During a June 14th inspection of the Center Street over Higher Brook bridge it has come to the attention that the bridge needs attention as soon as possible. Each end of Beam 1 (west fascia) and bay 1 need to be taken out of service with concrete or plastic water barrier over Beam 2 with adequate transitions. Beam 1, north end, has extensive section loss (see attached photos and plan view).



Please provide to the District your means and plan of action for review and approval as soon as possible. If the Town chooses to perform repairs to the structure, it would require a Chapter 85 Review and Approval (please see attached spreadsheet).

Repair, rehabilitation or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

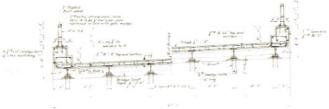
Page 1 of 2

Sketch 4: Email 8/1/2023 Requesting Bay 1 be taken out of service. Page 1 of 2

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# **SKETCHES**





If you have any questions please feel free to give me a call,  $\ensuremath{\mathsf{Dan}}$ 

Daniel Sund, P.E.
District 2 Bridge Engineer
MassDOT – Highway
811 North King St
Northampton, MA 01060
857-368-2101 (NEW NUMBER)
daniel.sund@dot.state.ma.us

Page 2 of 2

Sketch 5: Email 8/1/2023 Requesting Bay 1 be taken out of service. Page 2 of 2

REM.(2)2-21

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Photo 1: Wearing Surface has minor longitudinal cracking with & without crack sealant.

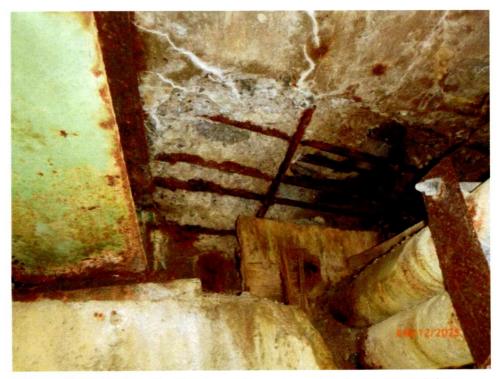


Photo 2: Deck Underside, Bay 1, south end, scaling has exposed the underside of the curb.

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Photo 3: Interior Bays have segregation and scaling.



Photo 4: East Railbase has moderate scaling around the railbase plates.

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Photo 5: Beam 1, north end, west face, has holes in the web & bottom flange.



Photo 6: Beam 1, north end, bottom flange has 2 holes.

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Photo 7: Beam 1, south end, east face, has holes in the web & flange.



Photo 8: Pedestals, Beam 1, north abutment is scaled to the masonry plate.

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Photo 9: Pedestals, Beam 1, south abutment is scaled to the masonry plate.



Photo 10: North Bridge Seat, west end has a large spall.

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Photo 11: North Breastwall, east end has a vertical crack.



Photo 12: Upstream east elevation channel has aggradation.

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Photo 13: Northwest Approach guardrail, wood offset blocks are damaged.

RECEIVED AUG 26 2025 SELECT BOARD LUDLOW, MA 01056

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

Dear Selectmen,		M / /	
I. CARMIN	J.	Moutinho	, am requesting an
(Print nam	e)		

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,

January Montanto 220 James St. Ludlow 413-221-8682

Mark god

SELECT BOARD LUDLOW, MA 01056

To Whom it May Concern,

I would like to notify the Board of Selectmen of my resignation from the Safety Committee effective immediately. It has been a very educational experience for me to work alongside so many others who consider safety in town a top priority, however family responsibilities will be preventing me from attending future Safety Committee meetings and responding to residents in a timely fashion when they have a concern.

I truly appreciate the time spent and experience gained over the last year and a half as a member and I wish the committee nothing but future success.

Thank you,

In Graf Melissa Graf

# **Amy Kurtz**

From:

Marc Strange

Sent:

Thursday, August 28, 2025 7:13 AM

To:

Amy Kurtz

Subject:

Fw: Ludlow Boys & Girls Club - Field Usage Approval Forms

Attachments:

SKM C251i25082713150.pdf

For 9/2. Please and thank you!

# 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 email to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

From: Josue Irizarry 
Sent: Thursday, August 28, 2025 6:17:02 AM
To: Marc Strange <mstrange@Ludlow.ma.us>

Subject: Ludlow Boys & Girls Club - Field Usage Approval Forms

Marc,

Good morning! I hope you will be able to get these approved at the next Selectman Meeting. I attached all the forms in one document for LYSA, Western United Pioneers and Intercontinental Football Academy (IFA). Matt and I met with LYSA and Pioneers and those are the days they selected. After both organizations gave us the days and times and the fields they were using we opened it up to IFA to pick a day. I hope we don't have any issues this year. Let me know if you have any questions.

Thank you,

Josue



# **FACILITY USE - TOWN APPROVAL FORM**

Name of Organization/Grou	up: <u> </u>	- LUDLOW	J YOUTH	SOCCER F	ASSOCIATION				
Name of Primary Contact: TOE ANSELMO									
Primary Contact Phone:	412-335-5	5636							
Primary Contact Email:	J 3 ANSELMO	@ GMAIL	-com						
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# **FACILITY USE - TOWN APPROVAL FORM**

Name of Organization/Gro	up: WUP - W	estern unite	D PIONEERS		
Name of Primary Contact:		OLINARI			
Primary Contact Phone:	(413) 348-398	3			
Primary Contact Email:	FMOLINARI @ V	JESTERNUNITED	PIONERS.O	RG	
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Authorized by:	fi I · · · · · · ·	Club use only:	Date:	G 129/25	
Approved Denied R	Reason for Denial:				
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Authorized by:	(Town Representat	live)	Date:		
Approved Denied B	Reason for Denial:				



# **FACILITY USE - TOWN APPROVAL FORM**

Name of Organization/Group: <u>IFA - IN TERCONTINENTAL FOOTBALL ACADEMY</u>									
Name of Primary Contact: ANDREW SERAFIND									
Primary Contact Phone: 413 - 654 - 6064									
Primary Contact Email: A SERAFINO. TSF@GMAIL_COM									
NONPROFIT O ORGANIZA		WILL THE PROGR EAST 60% LUDLO		"TOWN API	ORGANIZATION A PROVED SPORTS ORG	<u> </u>			
						<u></u>			
POOL GYMNASIUM GAME ROOM SPORTCOURT BALL FIELD SOCCER, FIELD(S)									
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Please provide a complete list of all dates/days and times that the field or facility will be used within the requested rental window. (Ex. 11/1/23 8:00a-9:00a, 11/6/23 10:00a-12:00p) Include any changes/exceptions by Club.  TUESDAYS FROM 5-6pm. 8-WEEK PROGRAM STARTING 9/9/25 UNTIL									
<del> </del>		(amin Managarith et							
Authorized by:  (CEO/President)  For Club use only:  Date: 4/2/7/25									
Approved 🗎 De	Approved Denied Reason for Denial:								
		Fora	own use only:						
Authorized by:		(Town Representativ	re)	Date:					
Approved De	nied 🗓 👙 Reaso	n for Denial:							

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

## **Section 1: Purpose and Authority**

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

# Section 2: Composition of the Committee

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

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

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

#### Section 3: Term of Service

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

#### Section 4: Purpose and Duties

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

# 1. Creating and Maintaining a Long-Term Strategic and Financial Plan

The Committee shall develop a dynamic, adaptable strategic plan that looks years into the future. The plan shall identify long-range goals related to economic vitality, land use, energy and utilities, infrastructure, education, public health, housing, and community well-being. Each component will include financial modeling, capital improvement strategies, and sustainability benchmarks to ensure Ludlow's long-term fiscal and operational resilience.

# 2. Evaluating Town Policies Through a Future-Oriented Lens

The Committee shall review existing and proposed policies, programs, and capital projects for long-term impact and alignment with the strategic plan. This includes analyzing financial

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

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

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

# 4. Monitoring Progress and Long-Term Outcomes

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

# 5. Recommending Structural and Governance Improvements

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

# 6. Plan Stewardship and Adaptive Authority

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

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

# Section 5: Meetings and Transparency

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

#### Section 6: Officers of the Committee

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

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

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

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

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

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

# Section 7: Budget and Funding

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

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

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

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

# Section 9: Amendments to the By-Law

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

# **Energy & Sustainability Committee**

The Town of Ludlow and all departments shall promote energy conservation and the use of diverse energy sources in all town projects. The town shall measure and report energy consumption annually along with designing a conservation energy plan with measurable goals.

# Charge:

There shall be a standing Energy & Sustainability Committee ("Committee") whose goal is to reduce the town's "carbon footprint" and preserve and enhance Ludlow's environment, natural resources, and quality of life for its residents and businesses; and provided leadership, education, and outreach to members of the public, including residents, businesses, and town agencies. The Committee is charged with the following tasks and responsibilities:

- A. Create policies and suggest investments to decrease the consumption of energy resources and promote the use of renewable energy resources;
- B. Advise the public on research and issues related to climate change and mitigation and adaptation to hazards associated with climate change;
- C. Facilitate integration of sustainability practices and energy conservation into all aspects of town actions;
- D. Create an annual report on town energy consumption and sustainability matters for the public's benefit;
- E. Make recommendations on capital projects related to energy conservation
- F. It shall be the duty of the Committee to keep accurate records of its meetings and actions.

#### Charter:

- 1. The Committee shall consist of the Select Board members.
- 2. The Committee shall meet regularly, but—at least—once every fiscal year quarter

# **Amy Kurtz**

From:

Marc Strange

Sent:

Tuesday, August 12, 2025 4:58 PM

To:

mannysilva@charter.net; pgapro05@gmail.com; James Gennette; Anthony Alves

Cc:

Carrie Ribeiro: Amy Kurtz

Subject:

Town Hiring Practices--Please Read

Importance:

High

Hi everyone,

After the recent round of interviews/hires, we asked Town Counsel to let us know what our bylaws say about who should be interviewing/hiring whom. In short, (1) the **Police Chief** could perform his own vetting and recommend hires and promotions for the Select Board's approval (in lieu of the SB performing the interviews after the candidates have already interviewed with the PD Supervisors); (2) the **Fire Chief** should be appointing his own hires and promotions without the Select Board's approval (subject to available funding), and (3) the **Select Board** should be appointing all other town employees—department heads and non-department heads--under its umbrella (unless the SB votes to give the Town Administrator the authority).

For the sake of operational efficiency, we recommend (1) allowing the *Police Chief* to vet his own candidates and recommend his preferred candidate to the Select Board for its approval; (2) allowing the *Fire Chief* to handle his own vetting and appointments; and (3) delegating to the *Town Administrator* the authority to appoint all non-department head employees under the Select Board's umbrella with the *Select Board* retaining the authority to appoint department heads under its purview. Under this configuration, HR and the relevant department head (and the Town Administrator, as necessary), would handle the vetting and appointment process for all admins, including those in the Select Board's office. Otherwise, we will have a lot of SB meeting time taken up with vetting and interviews, plus candidates don't always want to be interviewed on camera.

We've been following parts of some of the bylaws, but we think it's to abide by them as written.

Would the Board like to discuss this at an upcoming meeting?

Police Candidates: The Town has accepted G.L. c. 41, Section 97, which provides, in pertinent part, that the Select Board "shall appoint a chief of police and such other police officers as they deem necessary, and fix their compensation in an amount not in the aggregate exceeding the annual appropriation therefor...The chief of police shall be in immediate control of all town property used by the department, and of the police officers, who shall obey his orders." The statute, the Town bylaws, and the Town's Personnel Policy Manual are otherwise silent on promotions and the hiring process. As such, I don't see any problem with the Police Chief controlling the hiring process and then having the Select Board approve the candidate. Same for promotions.

<u>Fire Candidates</u>: The Town has accepted G.L. c. 48, Section 42, which provides, in pertinent part, that the Fire Chief "shall appoint a deputy chief and such officers and firemen as he may think necessary...shall have full and absolute authority in the administration of the department, shall make all rules and regulations for its operation, shall report to the selectmen from time to time as they may require, and shall annually report to the town the condition of the department with his recommendations thereon; he shall fix the compensation of the permanent and call members of the fire department subject to the approval of the selectmen..." So, here, the Fire Chief can appoint and promote whomever he wants without Select Board approval, provided that compensation is subject to approval by the Select Board.

<u>Select Board Office Employees and Department Heads:</u> Chapter 39 of the Town Charter provides in pertinent part as follows:

The Town Administrator shall be the chief administrative officer of the town, shall act as the agent for the Board of Selectmen and shall be responsible to the Board of Selectmen for the proper operation of town affairs for which the Town Administrator is given responsibility under the provisions of this Article. The Town Administrator, under the policy direction of the Board of Selectmen, shall supervise, direct and be responsible for the efficient administration of all officers appointed by the Board of Selectmen and their respective departments and of all functions for which the Town Administrator is given responsibility, authority or control by this Article, by By-Law, by Town Meeting vote, or by vote of the Board of Selectmen.

[The Town Administrator has the authority to] administer personnel policies, practices, or rules and regulations and any compensation plan and any related matters for all municipal employees...

In short, while the bylaws don't say so explicitly, the Town Administrator supervises, disciplines, and otherwise controls Town employees but does not have any appointment authority – that's the Select Board. This is not to say that the Town Administrator can't have an advisory role in appointing Town employees, but he does not have appointment authority unless it's explicitly delegated to him by the Select Board.

# 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.

# TOWN OF LUDLOW HIRING POLICY

#### 1. PURPOSE AND SCOPE

The purpose of this policy is to establish a consistent hiring process for the recruitment and selection of candidates for positions in Town service.

#### 2. APPLICABILITY

This policy applies to all positions appointed by the Select Board. Employees whose positions are governed by Massachusetts Civil Service Law or collective bargaining agreement are subject only to those portions of this policy which are not specifically regulated by those laws or agreements.

#### 3. POLICY

The primary goal of the Select Board in the employment process is to fill vacancies with the most qualified candidates available. In this pursuit, the Town will adhere to the principles of Affirmative Action and Equal Employment Opportunity. The Town's policy is to comply with the Americans with Disabilities Act, and the comparable state law in all phases of the hiring process, including making reasonable accommodations to enable applicants with disabilities to obtain access to Town facilities for the purposes of seeking employment and, if hired, to perform the essential functions of the position.

The hiring procedures outlined below must be followed to appoint an internal or external candidate for a position in Town service. This policy does not apply to the hiring of seasonal employees.

Department Heads are required to act consistently with this policy and ensure this policy is implemented consistently within their department and are responsible for any part of the process they delegate to those under their supervision. The hiring procedures outlined in Section 4 shall be followed to appoint an internal or external candidate to a vacant position by the Select Board.

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#### 4. PROCEDURES

- a. <u>Request</u> when filling a vacant position, the Department Head must submit a written request to be reviewed and considered for approval by the Director of Human Resources and the Town Administrator.
  - i. The proposed Anticipated Salary Level must not exceed the applicable compensation range and may be subject to appropriation.
  - ii. The starting vacation and non-occupational sick leave offered upon hire must be consistent with the town's Personnel Policy Manual or as governed by certain sections of applicable Collective Bargaining Agreements.

# b. Recruitment

- i. External & Internal Recruitment All job openings will be posted externally where possible, unless an internal process has been identified within the relevant collective bargaining agreement, if applicable.
- ii. Preparation of Job Posting Human Resources will forward a draft posting to the Department Head for review and comment. Department Heads will have five business days to respond with edits to the Human Resources and, if not heard from, the posting will be considered reviewed and approved. The posting must be based on the official position description on file with the Human Resources Department. The Human Resources Department will have final review and approval of the posting prior to advertising for public consumption.
- iii. Advertising External job opportunities will be posted at minimum on the Town website and web-based employment search engines as determined by the Human Resources Department. Additional locations are available upon request of the hiring manager. Jobs will be posted externally for at least ten (10) business days or more upon request of the hiring manager. All advertising costs will be borne by the department that has a vacancy.

# c. Selection of Candidates

- i. Application Submissions The Human Resources Department will receive all application submissions. Any application materials submitted directly to Department Heads or department staff must be forwarded to Human Resources within the posting period in order to be considered part of the official applicant pool for consideration.
- ii. Selection Process Department Heads are responsible for the coordination of all parts of the selection process and the Human Resources Department may be available for assistance upon request. The process shall include:
  - 1. screening resumes,

- 2. selecting and notifying applicants for interviews,
- 3. setting up interview panel process,
- 4. selecting final candidates,
- 5. performing reference checks and
- 6. communicating with preferred candidate

#### iii. Interview Process

- 1. All candidates selected for interviews must meet the minimum entrance requirements as specified in the official job description.
- 2. Interview questions must be fair, unbiased and job-specific.
- 3. Department Heads, along with the Director of Human Resources, will conduct interviews for all non-union and union departmental staff.
- 4. The Select Board, along with the Director of Human Resources, will conduct interviews for all Department Head positions that directly report to the Town Administrator. The Select Board, along with the Director of Human Resources, will conduct interviews with Town Administrator candidates. The Select Board, along with the Town Administrator, will conduct interviews with candidates for the Director of Human Resources position.

# d. Employment Offer

- i. Appointing Authority The Town Administrator will officially appoint all non-union and union department staff except for Police Officers and Firefighter/Paramedics. In those situations, the Police Chief or Fire Chief, as applicable, will recommend a preferred candidate to the Select Board, who will be the appointing authority.
- ii. Starting Rates Selected candidates for vacant positions in the Classification Plan shall be offered a starting rate of pay no higher than the budgeted amount for that position unless approved by the Select Board. Such requests may only be approved where such adjustment is deemed necessary to recruit qualified employees in accordance with prevailing market conditions, or where such position requires unique technical skills not adequately provided for by the Anticipated Hiring Range.
- iii. Communication of Employment Offer The Human Resources Department is responsible for providing the preferred candidate with the details of the proposed conditional employment offer, drafting, and sending all offer letters to candidates. The starting date will be requested by the Department Head and approved by Human Resources and in no instance will occur sooner than two weeks from the date of the offer letter.
- iv. *Pre-employment Coordination* Human Resources is responsible for the pre-employment coordination of the new employee. Pre-employment coordination must be completed no later than one week prior to the new employee hire date.

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Public Safety Consultants, LLC 3 Eagles Nest Lane Boxford, MA 01921



# **Town of Ludlow**

Police Chief Assessment Center Technical Proposal

August 27, 2025

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Carrie Ribeiro Assistant Town Administrator/HR Director Town of Ludlow 488 Chapin Street Ludlow, MA 01056

Re: Civil Service Police Chief Assessment Center

August 27, 2025

Dear Ms. Ribeiro,

On behalf of Public Safety Consultants, LLC (PSC) we are pleased to submit this response to your Request for Proposal, in compliance with MGL Ch. 30B, for a consultant to assist the Town of Ludlow with a Civil Service Sole Assessment for the position of Police Chief.

PSC offers over 20 years of progressive public sector consulting experience with a concentration in public safety management and human resources, including recruitment, testing, and assessment centers. We understand the uniqueness of Ludlow, as well as the requirements of the Police Chief's position.

We have provided consulting services for over 200 Massachusetts communities and have conducted and participated in over 800 assessment centers (over 350 Civil Service Assessment Centers) and supervisory promotional processes in both Civil Service and non-Civil Service Massachusetts public safety departments. We have conducted over 150 Chief Searches and Assessment Centers throughout the Commonwealth and follow the "Guidelines for Ethical Consideration for Assessment Center Operations" by the International Task Force on Assessment Center Guidelines.

PSC possesses the unique qualifications required to design and conduct the highest quality selection process and assessment center. Our team consists of Massachusetts Police Chiefs who are experienced in serving as assessors and promotional screeners. We look forward to the opportunity to work with you in this important endeavor, and we pledge to your community the highest level of professional service.

Thank you for your time and consideration in this matter.

Yours truly,

Chief Russell M. Stevens

R.M. Stevens

Public Safety Consultants, LLC rstevenspublicsafteyllc@gmail.com

A. Wayne Sampson

Chief A. Wayne Sampson Esq. (ret.) Public Safety Consultants, LLC wsampson@publicsafetyllc.com

Disclaimer: Public Safety Consultants, LLC is a private company and not associated with any local or State law enforcement agency or association.

## **COMPANY INFORMATION**

Consultant's Name Russell M. Stevens

Public Safety Consultants, LLC

A. Wayne Sampson

Public Safety Consultants, LLC

Address and Phone Number 860-377-7237

3 Eagles Nest Lane Boxford, MA 01921

Legal Entity Massachusetts Limited Liability Company

Main Contact Chief Russ Stevens

860-377-7237

rstevenspublicsafetyllc@gmail.com

Resumes of Principals Russell M. Stevens

A. Wayne Sampson

Appendix A

**Evidence of Insurance** The Hartford Insurance Company

Liability Insurance Workers Compensation

Appendix B

### **OVERVIEW**

The Police Chief Selection process is a partnership between the Town of Ludlow and the consultant. The consultant is committed to be available to the town to collaborate, advise and develop procedures and documents to advance the Civil Service Police Chief Assessment process.

PSC Abides by the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection procedures.

### ASSESSMENT CENTER "SCOPE OF SERVICES"

- 1. <u>Preliminary Assessment</u>: Immediately upon being awarded a contract, PSC will meet with the Town Administrator and appropriate officials to become familiar with the demographics and the needs of the Ludlow Police Department. This will allow us to establish the specific competencies/attributes to be measured in the assessment center. PSC will develop a customized assessment center that is specific to the Town of Ludlow and in compliance with MGL Ch. 31 Civil Service. PSC will test those areas that ensure the candidates understand the vision and expectations of the town and the Police Department.
- 2. PSC has been approved by the Massachusetts Human Resources Division to conduct Civil Service examinations for over 16 years and is aware of the unique requirements of a Civil Service sole assessment center. We are currently on their list of approved vendors.
- 3. PSC will develop a police assessment center for the rank of Chief that is specific to the Town of Ludlow with assessment exercises that are mutually agreed upon between the Town leadership and the consultant. An individual Job Task Analysis will also be developed for rank of Chief.
- 4. Based on information obtained in the Job Task Analysis and interviews, PSC will recommend and develop five exercises and scenarios along with the evaluation dimensions that reflect the requirements of the target job. This provides the method for content validation. Many jurisdictions face unique problems that lend themselves well to the development of these exercises. These exercises and scenarios will be unique to the Town of Ludlow and reflect Police Department interaction with the community. They will help to demonstrate the candidates' abilities to deal effectively with such challenges.

The assessment center design will be in consultation with police officials and may include some of the following examples of exercises:

- a. Budget presentation
- b. Social Justice and Police Reform
- c. Citizen complaint
- d. Personnel problem
- e. Labor relations/Union negotiations exercise
- f. Training Issues

- g. Media interview
- h. Personnel performance
- i. Community issues
- i. Mental health issues
- k. Police ethics
- 1. Critical incident exercise
- m. Structured interviews
- n. Program development

The design of the assessment center shall be in full compliance with the Delegation Agreement between HRD and the Town.

5. <u>Assessment Center Panel</u>: Each assessment team shall include a minimum of three Massachusetts Police Chiefs or appropriate command level supervisor and an exercise coordinator. PSC has a pool of over twenty potential assessors, and we do not select an assessor until we know the community and the candidates. This avoids any potential conflict of interest and assures the security of the assessment by keeping assessors confidential from potential candidates. This process complies with the required security agreement of Civil Service.

Chief Russ Stevens will be the lead developer of the assessment center exercises and team leader for the assessments.

- 6. Review Assessment Center Process with Police Department Staff: An orientation session will be conducted for the candidates. The orientation will describe in detail our methodology in preparing the assessment and provide an overview of the process and answer questions from the candidates.
- 7. Notice of Assessment Center: Notification will be posted by HRD.
- 8. <u>Job Task Analysis</u>: PSC will conduct a formal Job Task Analysis for the rank of Deputy Chief that is specific to the City of Ludlow based on the Knowledge, Skills, Abilities and Personnel Traits (KSAPs) that are the professional expectations of a Massachusetts Deputy Police Chief (See Appendix C). PSC will then develop the assessment exercises from the KSAP's demonstrated in the Job Task Analysis for rank of Deputy Chief. This provides the method for content validation. Many jurisdictions face unique situations that lend themselves well to the development of these exercises. These exercises and scenarios will be unique to the City of Ludlow and reflect Police Department interaction with the community. They will help to demonstrate the candidates' abilities to deal effectively with such challenges.
- Scoring: PSC will measure candidate performance according to the predetermined criteria (Knowledge, Skills, Abilities and Personnel Traits) using a 100 - point graded scale as approved by Civil Service. As required by Civil Service regulation, assessment center scores will be submitted directly to Civil Service.

- 10. <u>Security Plan</u>: As required by the HRD Delegation Agreement, PSC has a strict security plan for all assessment center documents. No person, other than the PSC developer has access to any examination documents.
- 11. <u>Conduct Assessment Center</u>: PSC will supervise and conduct, a sound, effectual and comprehensive assessment center that is in full compliance with this RFP, the "Guidelines for Ethical Consideration for Assessment Centers Operations" by the International Task Force on Assessment Center Guidelines and the Massachusetts Human Resources Department.
- 12. <u>Labor and Materials</u>: PSC will supply all personnel, including assessors, labor and materials to conduct an assessment center in the Town of Ludlow for up to five candidates for Chief.
- 13. <u>Secure Civil Service Endorsement of Selection</u>: PSC will provide all results in accordance with Civil Service guidelines and regulations. After approval by HRD, candidates will be notified of the results by HRD and the ranking of candidates will be submitted to the Town for the purpose of appointment and certification.
- 14. <u>Follow up Interviews</u>: Candidates will be provided individual feedback in compliance with HRD on their performance upon request.
- 15. Other Tasks: PSC will be responsible for conducting all tasks as required by Civil Service.

### **ADDITIONAL REQUIREMENTS:**

- 1. <u>Records</u>: In compliance with the HRD Delegation agreement, PSC will maintain all original records of exercises and scoring for three years.
- 2. Videotapes: Exercises will be videotaped in compliance with HRD recommendations.
- 3. <u>Insurance</u>: PSC will indemnify the City of Ludlow at the time of contract execution for liability insurance in the amount of \$2,000,000. PSC will provide the Town with a Certificate of Insurance naming the Town as additionally insured. PSC will provide evidence of Workers' Compensation Insurance as required by law.
- 4. PSC has completed every contract ever awarded on time and at the price quoted. We have never been dismissed or disqualified from a contract.

### **TIMELINE**

PSC will be ready to commence work within seven calendar days of contract award. PSC proposes the following schedule for consideration:

Week One Sign Contract

Meet with Town Officials

Prepare and submit Notice of Assessment to HRD

Review Police Department Documents

Week Three Conduct Job Task Analysis

Week Five Develop Exercises

Select Assessors

Week Nine Assessment Center Orientation

\*Week Twelve Conduct Assessment Center

Deliver final report to HRD

Please note: Civil Service requires twelve weeks notification for all assessments.

### **EXPERIENCE AND SKILLS**

PSC is qualified to design and conduct assessment centers in Massachusetts.

The staff of PSC has provided consulting services to over 200 Massachusetts communities and the Massachusetts police executives who serve as assessors have conducted and participated in over 800 assessment centers and supervisory promotional processes in both Civil Service and non-Civil Service Massachusetts police departments. PSC follows the "Guidelines for Ethical Consideration for Assessment Centers Operations" by the International Task Force on Assessment Center Guidelines.

Most of our assessors have been trained by nationally recognized organizations such as the International Association of Chiefs of Police, Municipal Police Institute, Inc., or the Public Safety Institute, Institute of Police Technology and Management, University of North Florida. In addition, each of our assessors has served previously as an assessor or has been a candidate in an assessment center. Several of our assessors have worked with the Massachusetts Human Resources Division as volunteers in developing the statewide police promotional assessment centers.

<sup>\*</sup> As required by Civil Service regulation, assessment center scores will be submitted directly to Civil Service to be combined with the examination score.

### PRINCIPAL CONSULTANT(S) BIOGRAPHY

Chief Russell M. Stevens has 41 years of law enforcement experience in Connecticut and Massachusetts, including 31 years of command level experience. Over 12 of those years were serving in command positions within the Connecticut State Police as the Deputy Commandant of the State Police Academy and as Chief of Staff to the Colonel. He currently serves as Chief of the Hamilton Massachusetts Police Department and is the Past President of the Massachusetts Chiefs of Police Association.

Chief Stevens began serving as an assessor in approximately 2005 and has continued to develop oral boards and promotional examinations. He has worked for two Massachusetts Assessment companies and has personally been involved in over 400 assessments. He has received specialized training in the development of assessment centers from the International Association of Chiefs of Police. A complete resume is found in Appendix A.

Chief A. Wayne Sampson, Ret. Esq. has 49 years of law enforcement experience in Massachusetts, including 34 years of command level experience, with nine of those years serving as Chief of the Shrewsbury Police Department and ten years as the Executive Director of the Massachusetts Chiefs of Police Association.

Chief Sampson began serving as an assessor in approximately 2000 and continued to develop oral boards and promotional examinations. He has received specialized training in the development of assessment centers from the International Association of Chiefs of Police and the Public Safety Institute, Institute of Police Technology and Management, University of North Florida. A complete resume is found in Appendix A.

### **DEVELOPMENT OF UNIQUE ASSESSMENT CENTERS**

PSC develops our assessment centers in two ways that are different than most consultants.

First, we develop the exercises that are specifically designed to represent the actual conditions in each community. We use real problems and expect to get real answers and responses to how a candidate would react under these circumstances in your community. This technique allows the candidates to use all of their knowledge and experience of the community to provide a more realistic response.

Second, we recommend that some of the exercises be related in topic matter. For example: We start with an important issue in the community that must be addressed. The candidate is to prepare and submit an action plan to resolve the problem; meet with business or citizen community members directly involved in the problem; and deal with a citizen that has been adversely affected by the police action. Finally, the candidate deals with an employee that refuses to enforce the police department vision of the program.

This technique provides two important outcomes that can be evaluated. First, you get to hear firsthand how the candidates intend to interact with your citizens and personnel. Second, if the

candidates are able to inter-relate the exercises, they should become stronger and more confident with each exercise.

We have used this technique for the past ten years, and our assessors, and more importantly the candidates prefer it over independent unrelated exercises as they feel it gives a stronger insight into the candidates thought process.

## Appendix A - Resume

### Russell M. Stevens

Boxford, Massachusetts 01921 860-377-7237 rstevenspublicsafetyllc@gmail.com

### **POST SECONDARY EDUCATION**

MA-Masters of Arts in Criminal Justice Curry College, Milton MA – August 2007 BA-Bachelors of Arts in Communications Curry College, Milton MA – May 2006

### PROFESSIONAL EXPERIENCE

### **Hamilton Police Department**

September 2009 – Present Hamilton, MA

Rank: Chief of Police

As the current Chief of Police, Chief Stevens is responsible for the conduct of all department personnel to include sworn and civilian employees. Our department's organization includes one Lieutenant, three Patrol Sergeants, thirteen Patrolmen, seven non-sworn employees including six Dispatchers and one Clerical Staff member. I am responsible for reporting directly to the Town Manager. I am responsible for developing and managing both a \$2 million dollar budget for Police Operations and a \$350,000 dollar budget for the Emergency Communications Center. The Hamilton Police Department became a state accredited policing agency under my leadership. On several occasions, I have been called upon to serve as Interim Town Manager. To include serving as interim for approximately 3 months as the town searched for a new Town Manager.

### Additional duties included:

- Manage and report on all police operations and administrative functions.
- Oversee the Town of Hamilton's Communications Center and Animal Control.
- Coordinate and consult with the Town Manager and other elected officials as required.
- Command all major investigations
- Plan and conduct staff and department meetings.
- Ensure personnel development as well as state mandated training requirements are being met.
- Prepare, plan and update protocols for a variety of emergencies and extraordinary or special events.
- Ensure all departmental policies and procedures are properly followed.
- Communicate to the townspeople and government officials as the agency spokesperson.

### **Connecticut State Police**

State Police Headquarters March 2008 – September 2009

Rank: Lieutenant, Chief of Staff to the Colonel of the Department of Public Safety

State Police Emergency Services Unit (ESU) January 2004 to March 2008 Rank: Lieutenant, Commanding Officer Troop "D" Commanding Officer

State Police Troop "D" April 2002 to June 2004

Rank: Master Sergeant, Executive Officer

State Police Training Academy May 1997 to April 2002

Rank: Sergeant, Deputy Commandant and Recruit Coordinator

Patrol Supervisor/Field Training Officer Supervisor

State Police Training Academy January 1987 to September 1997

Rank: Trooper, In-Service Training and Recruit Instructor

Sturbridge Massachusetts Police Department May 1984 to January 1987

Position: Patrolman

### **BOARDS AND COMMITTEES**

President of the Massachusetts Police Accreditation Commission.

Past President of the Massachusetts Chiefs of Police Association.

Past President of the Board of Directors for the Municipal Police Institute, MPI is the training arm of the Massachusetts Chiefs of Police Association.

Member of the Massachusetts Chiefs of Police Training and Evaluation Committee.

### ADDITIONAL QUALIFYING EXPERIENCE

### Public Safety Consultants 2013 to present

Promotional Assessor (Trained Subject Matter Expert)

BadgeQuest Inc. 2012 to 2021

Promotional Assessor (Trained Subject Matter Expert)

Merrimack College August 2018 to 2022

North Andover, MA Criminal Justice Instructor, Adjunct Faculty Member

Northshore Community College August 2011 to 2020

Danvers, MA Criminal Justice Instructor, Adjunct Faculty Member

Manchester Community College August 2008 to 2009

Manchester, CT Criminal Justice Instructor, Adjunct Faculty Member

The responsibility of post-secondary teaching has expanded my instructional background, increased my educational involvement with current police officers, and allowed for participation in the educational development of future police officers. Responsibilities include course development, classroom instruction, assessing student outcomes, and provide student counseling in the criminal justice field.

### A. Wayne Sampson Pocasset, MA 02559 508-563-2404 wsampson@publicsafetyllc.com

### PROFESSIONAL SUMMARY

Law enforcement professional dedicated to the implementation of best practices and ethical standards in police management. A proven leader in developing community partnerships and professional affiliations.

### **EXPERIENCE**

### Deputy Director, Cape Cod Municipal Police Academy

2019 - Present

### **Public Safety Consultants, LLC**

2000 - Present

- Recruitment and promotion examinations for public safety employees
- Assessment Center development and implementation
- Police Management Consulting

### **Executive Director, Massachusetts Chiefs of Police Association**

2007 - 2016

- Assist Massachusetts Chiefs of Police throughout the Commonwealth in the development of best practices and professional standards
- Provide legal assistance to Massachusetts Chiefs of Police
- Conduct research and training for Massachusetts Chiefs of Police
- Serve as legislative lobbyist on public safety management issues

### Chief of Police - Town of Shrewsbury, MA

1998 - 2006

- Coordinated and managed the delivery all police services for a community of 34,000 residents
- Responsible for development and administration of \$3.4 million annual budget
- Managed human resource responsibilities for 55 employees
- Committed to community involvement, management best practices, and high ethical standards

### **Shrewsbury Police Department**

1972 - 1998

- Progressive law enforcement experience with increasing management responsibility
- Commander, Regional Drug Task Force
- Coordinated National Law Enforcement Accreditation program

### **EDUCATION**

- Juris Doctor Admitted to the Massachusetts Bar 1993, Southern New England School of Law
- 156<sup>th</sup> FBI National Academy Police Administration Program 1989
- Master of Arts in Criminal Justice, Anna Maria College, Paxton, MA
- Bachelor of Science in Education, Worcester State College, Worcester, MA
- 65<sup>th</sup> Municipal Police Officers Training Class 1977, Massachusetts State Police Academy

### PROFESSIONAL AFFILIATIONS AND ACTIVITIES

2007 - 2016	SACOP - IACP Executive Directors
2006	President, Massachusetts Chiefs of Police Association
2004-2006	Hearings Officer, Massachusetts Firearms License Review Board.
2001-2003	Massachusetts Chiefs of Police representative on the Executive Office of Public Safety, Racial and Gender Profiling Committee
2001-2003	Massachusetts Chiefs of Police representative on the Joint Federal-State Anti- Terrorism Task Force Advisory Working Group
2000-2006	Massachusetts Chiefs of Police representative, Attorney General's Advisory Committee on Policing
2002	President, Central Massachusetts Police Chiefs Association
2001-Present	Assessor, Massachusetts Police Accreditation Coalition

## Appendix B Proof of Insurance – Liability & Workers Compensation

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The ACORD name and logo are registered marks of ACORD

# Appendix C – Competency Dimensions Knowledge, Skills, Abilities and Personnel Traits

- 1. Oral Communication: The ability to express one's self personally in a group or in a one-on-one encounter. Has the ability to speak clearly, using good language skills, so the person receiving the message can listen, understand, and respond to the statement of the Candidate. Good listening skills, command of the English language, tone, pitch, speed, pauses, believability, body gestures, etc. are important parts of the proper use of language skills.
- **2. Written Communication:** The ability to use correct grammar, spelling, punctuation, and vocabulary when writing; to reduce verbal information relayed by subordinates to a written format.
- 3. Interpersonal Insight: The ability to effectively counsel others regarding personal or work-related problems to maintain rapport with others to effectively coordinate with others, to deal effectively with irate individuals, to express empathy toward others, to listen effectively, to manage conflict between subordinates, to conduct effective meetings.
- **4. Problem Analysis:** The ability to identify important pieces of information, to identify subordinates' strengths and weaknesses, to interrelate pieces of information, to identify errors/inaccuracies in written documents. Skill in identifying problems, securing relevant information, and identifying possible causes of problems.
- 5. **Judgment:** The ability to perceive the consequences of actions or decisions, to deduce logical courses of actions form available data, to formulate rational decisions, to evaluate the relative merits of potential courses of action, to generate alternative solutions to problems, to establish work priorities.
- **6. Decisiveness:** The ability to initiate immediate action, to defend one's position when challenged, to react to the immediate demands presented by a situation, to maintain an activity or task until completion.
- 7. Planning and Organizing: The ability to establish work schedules, to establish work priorities, to simultaneously structure tasks and activities, to conduct effective oral presentations, to effectively maintain several activities simultaneously, to conduct effective meetings, to establish effective follow-up measures.
- **8. Delegation and Control:** The ability to guide and direct others to accomplish tasks, to effectively counsel others regarding personal or work-related problems, to motivate others to accomplish tasks and meet goals, to delegate tasks to others effectively, to manage conflict between subordinates, to conduct effective meetings.

- 9. Police Ethics: The ability to employ principles of appropriate conduct, understanding a system of moral values, and the rules and standards governing the conduct of a member of law enforcement. Demonstrates moral integrity that applies basic values to the decision-making process, works in a way that expresses a Code of Ethics and legal standards within the policing culture.
- **10. Adaptability:** The ability to adjust approaches to a task according to changing situational demands, to modify plans based on new information, to react to the immediate demands presented by a situation, to generate alternative solutions to problems, to effectively maintain several activities simultaneously, to change activities when interrupted.

## Appendix D

### TAX COMPLIANCE CERTIFICATION

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that said contractor, to the best of my knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts and the Town of Ludlow relating to taxes, permit or other fees, reporting of employees and contractors withholding and remitting child support.

### **Public Safety Consultants, LLC**

Signature of Authorized Individual: Pt. M. Stevens

Name: Russell M. Stevens

Company Name: Public Safety Consultants LLC

Social Security Number or

Federal ID Number: <u>87-3971493</u>

Corporate Officer

(if applicable) by: N/A

Date: August 27, 2025

## Appendix E

### NON-COLLUSION AGREEMENT

### Non-Collusion Statement:

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

Date: August 27, 2025

Social Security Number or

Federal ID Number: <u>87-3971493</u>

Name of Bidder: Public Safety Consultants, LLC

By: Pr. M. Stevens

Business Address: 3 Eagles Nest Lane City/State/Zip: Boxford, MA 01921

## Appendix F

### CERTIFICATION OF GOOD STANDING

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

That I, Russell M. Stevens certify that Public Safety Consultants LLC, has completed every job awarded on time and at the state price.

Date: August 27, 2025

Name of Bidder: Public Safety Consultants, LLC

By: R.M. Stevens

Business Address: 3 Eagles Nest Lane Town/State/Zip: Boxford, MA 01921

## **Police References**

Provincetown Assessment Centers

Police Chief 2025 Police Lieutenant 2025

Ms. Katie Buckley

Human Resource Manager Town of Provincetown 260 Commercial Street Provincetown, MA 02657

City of East Hampton Assessment Centers

Police Chief Search and Assessment Center 2025

Emily Russo, Human Resources Director

City of Easthampton Municipal Building 50 Payson Avenue Easthampton, MA 01027

City of Northampton Assessment Centers

Police Chief Search and Assessment Center 2024

Alan Wolf Chief of Staff Holyoke City Hall 210 Main Street

Northampton, MA 01060

413-587-4900

Town of Swansea Assessment Centers

Police Chief Assessment Center 2024 Police Lieutenant Assessment Center 2025

Mallory Aronstein Town Administer Swansea Town Hall 81 Main Street Swansea, MA 02777 508-678-2981

Town of Upton Assessment Centers

Police Chief Search and Assessment Center 2024

Mr. Joseph Laydon Town Manager

Town Manager's Office

1 Main Street

Suite 1

Upton, MA 01568 508-529-6901

Town of Kingston Assessment Centers

Police Chief Search Advisor and Assessment Center 2024

Kimberly Emberg

Board of Selectmen - Chair

Selectmen's Office Town of Kingston 26 Evergreen Street Kingston, MA 02364

City of Newburyport Assessment Centers

Police Chief Assessment Center 2024

Donna Drelick

Human resource Director City of Newburyport 60 Pleasant Street

Newburyport, MA 01950

978-465-4413

Town of Rochester Assessment Centers

Police Chief Search and Assessment Center 2024

Cameron Durant Town Administer Rochester Town Hall 1 Constitution Way Rochester, MA 02770

508-763-3871

City of Holyoke

**Assessment Centers** 

Police Chief

2024

Kelly A. Curran Personnel Director City of Holyoke

City Hall Annex Building, Room 205

20 Korean Veterans Plaza Holyoke, MA 01040

Town of Plymouth

**Assessment Centers** 

Police Chief Assessment Center	2021
Deputy Police Chief	2025
Police Captain Assessment Center	2020, 2025
Police Sergeant Assessment Center	2020, 2021, 2023
Police Lieutenant Assessment Center	2020, 2021, 2023
Police Captain Assessment Center	2020
Police Sergeant Assessment Center	2020

Chief Dana Flynn

Plymouth Police Department

20 Long Pond Road Plymouth, MA 02360

508-830-4218

City of Peabody

**Assessment Centers** 

Police Captain Assessment Center	2024
Police Lieutenant Assessment Center	2024
Police Sergeant Assessment Center	2024

Chief Thomas Griffin

Peabody Police Department

6 Allens Lane

Peabody, MA 01960

978-531-1212

City of Ovinov	Assessment Contons	
City of Quincy	Assessment Centers	
	Police Chief Assessment Center Police Captain Assessment Center	2023 2024
	Patricia A. McGowan Director of Human Resources 1305 Hancock Street Quincy, MA 02169 617-376-1067	
City of Fitchburg	Assessment Centers	
	Police Chief Assessment Center Polcie Captain	2025 2022
	Susan A. Davis Human Resource Director 718 Main Street Fitchburg, MA 01420 978-829-1808	
City of Pittsfield	Assessment Centers	
	Police Chief Assessment Center Police Captain Police Lieutenant Police Sergeant	2024 2018, 2020, 2024 2018, 2020, 2024 2018
	Michael Taylor Human Resource Director Room #107 70 Allen Street Pittsfield, MA 01201	
Town of Falmouth	Assessment Centers	
	Police Chief Search and Assessment Center Captain Assessment Center Lieutenant Assessment Center Sergeant Assessment Center	2023 2024, 2020 2024, 2020 2024, 2022
	Chief Jeffrey Lourie 750 Main Street Falmouth, MA 02540	

774-255-4527

Police Chief Assessment Center 2022
Deputy Police Chief 2024
Police Lieutenant 2021, 2024

Police Sergeant 2021, 2024

Chief Nicholas Zeoli

Rockland Police Department

490 Market Street Rockland, MA 02370

781-871-3890

Town of Sutton Assessment Centers

Police Search and Assessment Center 2025

Mr. James Smith Town Manager Sutton Town Hall 4 Uxbridge Road Sutton MA 01590 508-865-8720

Town of Edgartown Assessment Centers

Police Chief Search and Assessment Center 2024

Mr. James Hagerty Town Administrator Town of Edgartown 70 Main Street

Edgartown, MA 02539

508-627-6180

City of Pittsfield Police Chief Assessment Center 2024

Michael Taylor

Human Resource Director

Room #107 70 Allen Street Pittsfield, MA 01201

	Public Safety Consultants, LLC - Boxford, MA 01921	
Town of Nantucket	Police Chief Search Advisor and Assessment Center  Libby Gibson Town Manager 16 Broad Street Nantucket, MA 02554 508-228-7200	2023
Town of Stoneham	Police Chief Search Advisor and Assessment Center  Dennis Sheehan Town Administrator 35 Central Street Stoneham, MA 02180 781-279-2600	2023
Town of Dover	Police Chief Search Advisor and Assessment Center  Michael Blanchard, Town Administrator Town Administrator's Office 5 Springdale Avenue Dover, MA 02030 508-785-0032	2023
Town of Carlisle	Police Chief Search Advisor and Assessment Center  Ryan McLane, Town Administrator Town Administrator's Office 66 Westford Street Carlisle, MA 01741 978-371-6688	2023
Town of Falmouth	Police Chief Search Advisor and Assessment Center  Peter Johnson-Staub Acting Town Manager 59 Town Hall Square Falmouth, MA 02540 508-495-7320	2023

Pt	ublic Safety Consultants, LLC - Boxford, MA 01921	
Town of Oxford	Police Chief Search Advisor and Assessment Center	2023
	Jennifer Callahan Town Manager 325 Main Street Oxford, MA 01540 508-987-5868	
Town of Bellingham	Police Chief Assessment Center	2023
	Beth Cornell-Smith Human Resource Director 10 Mechanic Street Bellingham, MA 02019 508-657-2967	
Town of Bedford	Police Chief Search Advisor and Assessment Center Sarah A. Stanton Town Manager 10 Mudge Way Bedford, MA 01730 781-918-4000	2022
Town of Belchertown	Police Chief Search Advisor and Assessment Center	2022
	Gary L. Brougham Town Administrator One South Main Street Belchertown, MA 01007-0670 413-323-0403	
Town of Oak Bluffs	Police Chief Search Advisor and Assessment Center	2022
	Wendy Brough Assistant Town Manager Town of Oak Bluffs P.O.B. 1327 Oak Bluffs, MA 02557 508-693-3554	

## Additional references provided upon request



### Public Safety Consultants, LLC 3 Eagles Nest Lane Boxford, MA 01921

Carrie Ribeiro Assistant Town Administrator/HR Director Town of Ludlow 488 Chapin Street Ludlow, MA 01056

Re: Civil Service Police Chief Assessment Center

August 27, 2025

Dear Ms. Ribeiro,

### **Town of Ludlow - Price Proposal**

This bid price is to cover all work/services required for this project as outlined in the Technical Proposal. Bid prices shall be all-inclusive, including all costs, assessor compensation, fees, charges expenses, travel, postage, telephone charges, preparation of reports, electronic data, training sessions and all meeting attendance and presentations. No separate fees or costs of any kind will be paid other than the stated bid price.

Assessment Center for one to five candidates for Police Chief:

\$6,450.00\*

\*Base rate for the development and administration of a Civil Service Approved one day assessment center for one to five candidates is \$6,450.00. An additional team of assessors is required for each group of up to 5 candidates which is calculated at \$2100.00 per team. Based on the number of candidates, PSC will supply the required teams of assessors and complete the assessment center in one day.

The town will supply a location to conduct the testing. We ask that the town supply a light lunch as assessors and candidates cannot leave the testing area.

Respectfully Submitted,

R.M. Stevens

Chief Russell M. Stevens (ret.) Public Safety Consultants, LLC

Chief A. Wayne Sampson (ret) Esq. Public Safety Consultants, LLC

A. Wayne Sampson



### Town of Ludlow Office of the Select Board

The Meeting of the Select Board held on Tuesday, August 5, 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 comment from 5:30 - We have public comment from 5:30 - 5:45 and there is no one, so we can move to the new business.

### **NEW BUSINESS**

Board to appoint Daniel Valadas as a Special Police Officer.

Mr. Silva: When is your final day?

Chief Valadas: It will be Friday at midnight, Saturday morning.

**Motion made by Mr. Alves** to appoint Daniel Valadas as a Special Police Officer effective Saturday, August 9<sup>th</sup>. **Mr. Gennette second. All in favor. Motion passed 4-0.** 

Board to appoint Lt. Brennan as Provisional Police Chief effective August 9, 2025.

**Motion made by Mr. Rosenblum** to appoint Lt. Brennan as Provisional Police Chief effective August 9, 2025. **Mr. Gennette second.** 

Mr. Silva: This comes with a high recommendation of the ex-Chief.

Lt. Brennan: I want to say congratulations to the Chief on his upcoming retirement. It has been a pleasure and privilege to serve with you and your mentorship has meant more to me than you'll know.

All in favor. Motion passed 4-0.

### CORRESPONDENCE

144. Letter from Louis Gilli, EH&S Engineer, informing the Board that Massachusetts Municipal Wholesale Electric Company (MMWEC) will be performing routine inspections and mowing operations on its natural gas pipeline right of way during the third quarter of 2025.

Motion made by Mr. Rosenblum to file. Mr. Alves second. All in favor. Motion passed 4-0.

August 5, 2025 age **1** of **10** 

145. Letter from Jason Codding, Ludlow Fire Department – Requesting permission to hold annual "Boot Day" to benefit Muscular Dystrophy Association Friday, August 29, 2025, 1:00 – 6:00 p.m. in front of the Fire Station at Chapin & Center Streets.

Mr. Rosenblum: This is an annual event that we've approved every year. It's awesome.

**Motion made by Mr. Rosenblum** to grant permission to hold annual "Boot Day" to benefit Muscular Dystrophy Association Friday, August 29, 2025, 1:00 – 6:00 p.m. in front of the Fire Station at Chapin & Center Streets. **Mr. Gennette second. All in favor. Motion passed 4-0.** 

146. Letter from Anna Pepin – Request to be appointed to the Mobile Home Rent Control Board.

Motion made by Mr. Gennette to appoint Anna Pepin to the Mobile Home Rent Control Board. Mr. Rosenblum second.

Mr. Rosenblum: She's not a resident of West Street, correct?

Mr. Strange: Correct.

Mr. Alves: I am not in favor of this based on the correspondence we received from the applicant noting that she had done some work for one of the owners of the mobile home park and I view that as a conflict. The letter sent in from the applicant notes how the applicant performed some work for one of the mobile home park owners and I see that as a conflict.

Mr. Gennette: In that letter, she says she doesn't know him personally but it looks like she's done a little bit of clean up work for the parks.

Mr. Alves: If you're performing work and you're going to make decisions in amounts that rent is going to be charged, that funnels down to you. That revenue would pay for this type of work being performed.

Mr. Silva: The issue with this Rent Control Board is that we can't get applicants. I don't think we've had a full board in 15 years so anybody that comes forth and wants to do this is a benefit, whether or not that is a conflict I'm not sure.

Mr. Rosenblum: There is a member that lives at West Street already on the Board. There's no quorum at this point and this Board should be appointing someone because Tony was on that. I was on it briefly but resigned due to a conflict but we can address it at another meeting.

Mr. Gennette: How many total seats are available right now?

Mr. Strange: There's 3 available.

Mr. Gennette: There would still be 1 open after. If a member of the Board of Selectmen got put on there it would fill another slot.

Mr. Rosenblum: Putting this person on is still not a quorum because the person that lives there is non-voting.

Mr. Strange: There's one gentleman on the Board who lives at West Street Village so he conflicts out of any hearings with regard to West Street Village.

Mr. Rosenblum: This will put us at 2 of 5.

Mr. Gennette: Would Ms. Pepin disqualify herself from a lot of voting because she is an employee?

Mr. Strange: If she is still an employee, it's not really clear.

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Mr. Silva: Did she do paid work?

Mr. Stange: Yes.

Mr. Rosenblum: She cleaned a couple trailers. I get from this that she's not doing anything for him now.

Mr. Silva: We could also make the stipulation that if she is to become a member that she won't be able to work for Mr. Lennon.

Mr. Gennette: I don't know that we could stop them legally from doing that.

Mr. Strange: It would be a personal conflict of interest for her and she would have to deal with it directly with the State if somebody complained.

Mr. Rosenblum: She'd have to go to ethics and submit what she's doing and they would say either yes or no.

Mr. Alves: You could run into the issue that the individual would rather have the work.

Mr. Silva: This has been an ongoing situation.

Mr. Gennette: We do have to have people on this Board and much to what Mr. Silva was saying, people aren't knocking our door down to get on this Board.

Mr. Rosenblum: There is litigation going on right now with West Street and until the Rent Control Board has a quorum then it can't be put to bed.

Mr. Strange: The court remanded the case back to the Rent Control Board for a new hearing and that is being held up until the Board has a quorum.

Mr. Silva: The Rent Control Board has requirements that the State requires a 5-member Board.

Mr. Strange: There's a bylaw.

Mr. Silva: We should probably look at amending it to a 3-member board because we can't get 5 members.

Mr. Strange: I'll take a look.

Mr. Rosenblum: I hold my second because we have to put litigation to bed.

### Motion passed 3-1.

147. Letter of resignation from Joseph Wlodyka – Zoning Board of Appeals. Board to post vacancy.

Mr. Silva: I'm not sure if they have enough members. Are they short members?

Mr. Strange: I'm not sure.

**Motion made by Mr. Gennette** to accept the resignation of Joseph Wlodyka from the Zoning Board of Appeals and to post the vacancy. **Mr. Rosenblum second. All in favor. Motion passed 4-0.** 

148. Charter Communications/Spectrum – Pole work to be conducted throughout Town August 7<sup>th</sup> – August 19<sup>th</sup>. List of streets and dates available.

Motion made by Mr. Rosenblum to file. Mr. Alves second. All in favor. Motion passed 4-0.

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Mr. Rosenblum: What we get in our packets is loaded on the website. There's a 4–5-page street listing with the dates on it. In the essence of getting more information out to the people if you look at the packet that comes with today's agenda you'll see the street listing and dates.

149. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for injuries sustained by a Firefighter as a result of an incident that occurred on July 24, 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 injuries sustained by a Firefighter as a result of an incident that occurred on July 24, 2025. Mr. Rosenblum second. All in favor. Motion passed 4-0.

150. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for injuries sustained by a Firefighter as a result of an incident that occurred on July 26, 2025.

Motion made by Mr. Alves to approve the request to charge off medical expenses and lost wages to Chapter 41, Section 111F for injuries sustained by a Firefighter as a result of an incident that occurred on July 26, 2025. Mr. Rosenblum second. All in favor. Motion passed 4-0.

### **UNFINISHED BUSINESS**

Board to approve and sign the Select Board Meeting Minutes of July 8, 2025.

**Motion made by Mr. Rosenblum** to approve and sign the Select Board Meeting Minutes of July 8, 2025, with all members present except James Gennette. **Mr. Alves second. Motion passed 3-1-0.** 

Board to approve and sign the Select Board Meeting Minutes of July 15, 2025.

**Motion made by Mr. Rosenblum** to approve and sign the Select Board Meeting Minutes of July 15, 2025, with all members present. **Mr. Alves second. All in favor. Motion passed 4-0.** 

### **VISITATION**

6:00 p.m. – Mike Kennedy, Center for Living & Working, Inc. – Presentation of the Town's ADA Self-Evaluation and Transition Plan.

Mr. Mazik: You have a 368-page report. You have an electronic copy and you typically post it, distribute it to department heads. We've made a couple of small edits since we submitted it you. We ask that over a period of 3-4 weeks if there's any comments you get back to us and we'll finalize any changes in here.

Mr. Kennedy: My name is Mike Kennedy from the Center for Living and Working. I'm their ADA Access Advocacy Coordinator. I've been with them for 19 years. On behalf of CLW in partnership with Jim Mazik Consultant Services, thanks for choosing us to administer your ADA plan. I want to give a shout out to all the Town of Ludlow staff who assisted us during our site visits and Joanne from the Commission on Disability who was also active in assisting us doing the plan.

Mr. Mazik: A little background, 42+ years as a certified planner, I've worked in some cities and towns and the last few years prior to my retirement in 2020 as Director of the Pioneer Valley Planning Commission and the Human Development Department, we would do a plan or so a year mostly in Central Mass to avoid any conflict within the Pioneer Valley. Since my retirement I've taken this on full-time, about 30 plans in the last 5 years, and we have 2 more under contract we have to do this summer. I've done some work in Ludlow in the past. I've worked with Marc at Pioneer Valley and Agawam. A couple of my staff have worked in this Town Hall building, Jim Saloio. When you received the jail money, the \$10 million, you had August 5, 2025

\$4 million dollars you could use at your discretion and \$6 million dollars was for capital improvements and my agency was hired to oversee the capital improvements. There was the public safety complex, work at the DPW, the schools and an array of things. I'm going to go over the format of the presentation and the plan itself and Mike is going to talk about the self-evaluation. The Americans with Disabilities Act was signed into law roughly 35 years ago by President George HW Bush. It's a civil rights law. It's intended to have equal access to all persons to services and programs. It's intended that civil rights be guaranteed to persons regardless of a physical or mental impairment. There are 5 titles under the ADA. There are 2 titles that fall under yourselves as a local jurisdiction. Title 1 is employment, the Equal Employment Opportunity Act, and Title 2 is State and Local Government Accessibility, that there be access to all programs and services and as part of that requirement the Town is required to have one of these in place. The current standards are 2010 standards, which are effective 2012. Massachusetts also has its own specialized separate building code, 521CMR, but it's solely a building code. It's only triggered by construction. Typically, your Building Commissioner is only looking at 521CMR and they typically do not look at the ADA because it doesn't really fall under their jurisdiction; they're bound by the State. Per 521CMR, if work on a building is less than 30% of the value of the building and work is under \$100,000, only the work being done must be accessible compliant. If it's under 30% and more than \$100,000 then the work, access to the building, bathrooms, drinking fountains and other things must be accessible compliant. If the work being done is more than 30% of the value of the building, and that's over a 3-year window, then the whole building must be brought into accessible compliance. That can contribute quite a stiff dollar value. We look at the higher standard of the 2. There are differences, discrepancies and overlap and there are variances. We offer options for the ADA. There's also the option to alter your program or service, change the location of your program or service. On these reports we have 4 sections; the front end, the self eval, the transition plans themselves and the appendices which includes any recommended policies, procedures and a section on funding opportunities. The front end we like to call your one-stop shopping center for ADA. We're constantly revising this as we go to these meetings. We have a chapter that goes into more detail on the ADA and 5 other titles; we have a chapter that goes into the accessibility relations that may be affecting you and contact information; we have a chapter on 521CMR; we have a chapter on alterations to historic properties and the exceptions to those and processes to go through; we have a chapter on EV charging stations that's relatively new. There are regs relative to parking spaces of 2% or less and reach range. We have if you're putting in a charging station what you need to comply with. We have a chapter on emergency preparedness. We have a chapter on AD service animals vs emotional support animals and that can be a problem sometimes. We have a chapter on ADA compliant portable toilets. We've never ever come across and ADA compliant portable toilet. We have a chapter on emergency eye wash stations. We have a chapter on playground surface materials. With that, I'm going to turn it over to Mike. He's going to talk about the areas we looked at and recommendations. I'm then going to talk about the format of the building assessments and then quickly go over general findings.

Mr. Kennedy: I'm going to go over the highlights of the self-evaluation portion of the plan. A town should have an ADA plan and some of the recommendations out there are through Town Meeting accept the provisions of MGL Chapter 40, Section 8J to establish a Commission on Disability. Ludlow already has an active Commission on Disability. Joanne Odato-Staeb was active in helping us while we were administering the plan. The next is to post the name and contact information of the ADA Coordinator on the Town's website and in Town Hall. The Building Commissioner BJ Church is listed as Ludlow's ADA Coordinator at the Mass Office on Disabilities website under find your local ADA Coordinator. BJ Church is also listed as ADA Coordinator on the Commission on Disabilities meeting notice letterhead, the 2024 annual report and the Board of Selectmen appointment letter dated April 30, 2025. Recommendation: if she hasn't already, once BJ Church as sworn in the name and contact information of the ADA Coordinator should be posted on the Town's website and in Town Hall. An ADA Coordinator webpage should also be created in addition to the existing Commission on Disability webpage that would include all the ADA related documents such as the ADA Coordinator appointment, the public notice of nondiscrimination and ADA grievance procedure. Next is to adopt a public notice of nondiscrimination and post on the town's website and in the Town Hall. There is an equal opportunity employee policy of non-discrimination paragraph at the top of Ludlow's employment application form. In addition, there is both an equal opportunity and Americans August 5, 2025 age 5 of 10

with Disabilities Act policy contained in the Personnel Policy Manual available on the Human Resources webpage. Recommendations are to remove the word handicapped from the equal opportunity employee policy of non-discrimination paragraph at the top of the town's employment application form but keep the word disability. Reason being is that handicapped is an old term and people with disabilities don't like that term. The only other recommendation is to post a public notice of non-discrimination document on the town's website on the ADA Coordinator page along with the Commission on Disability page. A sample public notice is provided in appendix B. Post the ADA grievance procedure in Town Hall and on town's website on the newly established ADA Coordinator page. The grievance procedure should also be made available to all staff, departments, committees and boards. The town already has a grievance procedure and a disability discrimination complaint form for the complainant to fill out and submit to the Commission on Disability Chair and the ADA Coordinator. The Ludlow Commission on Disability also maintains a disability complaint log used to track the names and address of the complainant, date of the complaint submitted and a brief description of the grievance; however, the grievance procedure is not immediately available on the town's website unless you contact the Commission on Disability or the ADA Coordinator. It's recommended that the grievance procedure be formally adopted, if it has not already, and be posted in the Town Hall and on the town's website where it can be easily located. There is also a sample ADA grievance procedure in appendix C. Next is to adopt a formal, reasonable accommodation policy and develop a reasonable accommodation request form. The Ludlow Disability Commission has already done that. There is a sample reasonable accommodation policy and request form available in appendices D & E. Incorporate non-discrimination language, essential function requirements, reasonable accommodation language and physical requirements and employment postings and job descriptions. Based on what was available for review, a random sample of 5 usable job descriptions submitted during the self-evaluation process were reviewed and all of these job descriptions contained the job environment essential functions and recommended minimum requirements such as education and experience, knowledge, ability and skill and physical requirements. However, 4 out of 5 job descriptions contained physical requirements that the person walk, stand and sit and these 4 job descriptions were for administrative positions, office jobs. That kind of language can be construed as discriminatory. Only the Animal Control Officer's physical requirement was consistent with the type of job that it is. The only other piece to recommend here is that reasonable accommodation language be contained in all the job descriptions. Four of the five job descriptions reviewed contained that language already and that's a good thing. Regularly inspect facilities to ensure compliance with program accessibility and initiate repairs and actions as required. A municipality must maintain operable working conditions that are necessary to provide access to service programs and activities. It's recommended that facilities are inspected regularly to ensure compliance with program accessibility and initiate repairs and actions as required. What I'm talking about for instance is the automatic door opener buttons and make sure that they are on when the building is open and that they're in working order. Another example would be after a snowstorm to make sure accessible routes are cleared so someone with a disability will be able to enter the building after a snowstorm. Adopt auxiliary aid and/or accommodation language in all meeting notice postings. Consideration should be given to printing or ordering some documents, reports, newsletters, minutes, etc. in alternative formats such as large print, braille, audio recordings, and documents stored in electronic formats. It's recommended the Town add a statement to meeting notices that auxiliary aids are available so people can participate in the meeting and who to contact to make their accommodation. Part of that is to purchase a portable assisted listening system that can be used at public meetings that are open to the public and be available as an accommodation. The availability of assistive listening systems, including signage, should also be posted at the venues where they can be used. The availability of assistive listening devices signage should also be posted and we have sample signage. This device should be portable. The most common ones are the type you can plug right into the PA system. Finally, to incorporate the guidance provided in Chapter 7 of the Ludlow Self-Evaluation Transition Plan when developing an emergency management plan. Most specifically that notification and assistance to persons with disabilities included with the emergency management plan.

Mr. Gennette: Who did that evaluation?

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Mr. Mazik: There was a survey form that was submitted to all departments. All of these are requirements.

Mr. Gennette: My first action as a Board of Selectman was to revitalize the Commission on Disability and we ended up giving them some budget money. If by law this is something we're required to do, I want to make sure we're not tacking on without knowing we're tacking on.

Mr. Mazik: Back to 521CMR is a building code and that's triggered by construction and ADA civil rights. It is intended to be a capital plan. It's meant to make the changes feasible as a jurisdiction. You're not expected to make all these changes at once. You're expected to make a reasonable attempt. Let's say you have a 2-story building and you have services on the 2<sup>nd</sup> floor and there's only stairs; are you going to put a \$200,000 elevator or would it make more sense to relocate those programs in another building or on the first floor? As you can afford to do so, chip away at it. You've already done a couple things since we did our assessment. The parking lot wasn't done; the bathrooms weren't done. It's not something you do all at once. You do it as you have the means to do it.

Mr. Kennedy: The beauty of the individual ADA plans is you can check off all the accessibility improvements that you made. The Commission on Disability has been doing things with the money you have given them.

Mr. Gennette: This is the book we're going to put forth to Town Meeting?

Mr. Mazik: You don't have to put it forth to Town Meeting.

Mr. Gennette: Do we have to make a vote to accept the code?

Mr. Mazik: You can. It's not required but you have the plan on file.

Mr. Gennette: Are the self-evaluations included in the plan?

Mr. Mazik: Yes, there is a chapter on self-evaluation. Every facility has its own separate report. We like to put a general description of all the areas of non-compliance. There are historic exceptions. In the detail portion, we provide the general description or obstacle, we provide the ADA Federal Code Citation, we cite the code and Mass code and we have the recommended action based on the stricter standard of the 2. We have prioritization, feasibility, a time frame and a rough cost. The time frame we look at is immediate, 2 years near term, 3-5 years long term or 6-9 years. Every single facility, building, rec area and school has its own report and we have a general one for the curbs and sidewalks. There are industry standard tolerances that are allowed. General findings on the building side: parking indicates there is no designated accessible parking, signs were too low or too high, running slopes were more than 2%. Stair railings must be round or oval in shape. Non-compliant door hardware. Office and staff sinks are governed by ADA and often too high. In some areas there is not enough knee clearance under desks for a wheelchair. Service counters were being replaced in Town Hall while we were here. Recreation facilities had lack of areas for wheelchair accessibility. Picnic tables often lacked the knee depth required. ADA requirements on chain link gates must be smooth at the base. The majority of playground equipment was not accessible and had non-compliant surface material. Harris Brook is compliant but there was a lot of wear and tear already. Sidewalks and curb ramps on Chapin & East Street lacked warning strips. In many cases there was sidewalk deterioration. Everything in this report is detailed and specifically identified and with exact recommendation on how to proceed.

Mr. Gennette: You keep mentioning flipping between 521 code and ADA compliance; are they identified in this which one is compliant?

Mr. Mazik: Yes. We also put in there the difference between the adult and children's bathroom specific codes. Because there was so much we felt we needed to provide these tables for future use.

Mr. Kennedy: There was a lot of properties that we surveyed.

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Mr. Gennette: The timing is pretty good. We did an energy survey today.

Mr. Mazik: There were a lot of things that were in process and luckily it was caught in time and was an easy fix. What we recommended be done is something that facilities could do and they did.

Mr. Kennedy: There are some consultants out there that will only cite the accessibility guidelines. Massachusetts has their code so it only makes sense to include 521CMR.

Mr. Mazik: MOD does use our format in their presentations.

Mr. Gennette: Do we need a motion to adopt the plan?

Mr. Mazik: Some do and some just accept it.

Motion made by Mr. Gennette to accept ADA Self-Evaluation and Transition Plan. Mr. Rosenblum second. All in favor. Motion passed 4-0.

Mr. Mazik: We have a couple of type-o's we found so we will need to send you a new electronic version and hard copies.

Mr. Gennette: Will you be updating the Commission on Disability when there are changes to this?

Mr. Mazik: No. Once this is done, we are done.

Mr. Gennette: The Commission on Disability will have the resources to know when there's changes to this? Like code compliance. If they change a handrail from one height to another. If it's done by the State.

Mr. Mazik: The 2010 ADA standards will remain in effect. Mike sits on the subcommittee for the access board.

Mr. Kennedy: Currently 521CMR's last update was 2006. Needless to say, we need to bring those closer to the ADA accessibility guidelines. Hopefully in a couple years, 521CMR will be substantially equivalent to the ADA accessibility guidelines. That means 1 book instead of 2.

Mr. Mazik: As an example, the reach range for ADA for adults is 48" above a finished floor but for bathroom dispensers its 42" above a finished floor.

Mr. Gennette: Does 521CMR override ADA compliance or does ADA override 521CMR?

Mr. Kennedy: Whichever is more stringent. Some of those things we're ironing out now sitting on this subcommittee.

Mr. Alves: On that topic, laws evolve, regulations change and clearly there's a multitude of issues through the evaluation. Is it fair to say that some of those issues could have risen because a building was built 50 years ago? Or you spoke a little bit about sidewalks so deterioration over time rather than a poor plan of a building?

Mr. Mazik: Yes it's a combination of things. If it was built years ago it was under those regs I bet no one has made a record of all the changes. Even the brand-new school building things can fall through the cracks. The architect didn't follow up on inspection. The Building Commissioner didn't follow up on inspection. The OPM didn't follow up on inspection. This provides you with some level of protection under federal jurisdiction. I think that MOD would recognize you have this plan done now so this is your capital plan for accessibility compliance and it's a good faith effort. So as long as you make a good faith effort and chip away at some things you have protection in a federal lawsuit. In years past you received CDBG funds. You're eligible for funding for next year's cycle of MOD grants which will be next May or June. You could get up to \$250,000 of improvements you could apply for next year. I don't think you're eligible for USDA or other sources because of your population and August 5, 2025

demographics, but there are some federal funding sources that you cannot get approved for these funding sources until you get a rec plan and your ADA Self Transition Plan. We addressed all the areas.

Mr. Rosenblum: How did Harris Brook grade out?

Mr. Mazik: There were problems. I did mention the bubblers and they're aware that's an issue. There were also issues in the student bathrooms. The estimated is about \$105,000. I mentioned standards being different for adults and children.

6:30 p.m. – Joe Alves & Board of Assessors – To discuss billing practices and the FY26 tax classification hearing target dates.

Mr. Strange: It doesn't look like they're going to show up.

### **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 July 22, 2025).

Mr. Gennette: At the last meeting, Mr. Alves wanted to review it.

Mr. Alves: I did. It was because of the last changes that were made.

Mr. Gennette: I made a request to Marc to send it over to the Planning Board, since they would have a member on it but they haven't talked about it at their meeting yet. I want to make sure we have all the departments invested in this. I would like to table it again so the Planning Board has an opportunity.

### **NEW BUSINESS**

Board to discuss and possibly vote on minimum bid requirements for pending auction.

Mr. Strange: We just wanted to put it in front of the Board to see if you had thoughts on it.

Mr. Alves: Can the auctioneer give input?

Mr. Strange: Yes. There's nothing in place right now but we just wanted to cover our bases.

Mr. Gennette: Does Posnik have any recommendation?

Mr. Strange: We can ask them.

Board to approve and sign the Licensing Authority Certification for Iron Duke Brewing, LLC dba Sole Syndicate change of address which was reassigned by the Zoning Enforcement Officer.

**Motion made by Mr. Rosenblum** to approve and sign the Licensing Authority Certification for Iron Duke Brewing, LLC dba Sole Syndicate change of address which was reassigned by the Zoning Enforcement Officer. **Mr. Gennette second. All in favor. Motion passed 4-0.** 

Mr. Alves: Are we having our other visitation?

Mr. Strange: Joe has been sick. We'll reach out to reschedule.

### **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.

Mr. Gennette: Former Representative asked me today about Turnpike Liquors license; we finished that transition right? Did it go through? Are they done?

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Mr. Strange: They have to go to the Planning Board.

Mr. Gennette: We had the building assessment plan today that we started launching with the Pioneer Valley Planning Commission. Kyle was very knowledgeable. We did the high school, East Street School, Baird and the Boys & Girls Club and it was a wealth of knowledge. Seeing the infrastructure and where we are and where we need to be and we have not been alerted to yet that are problems. This is part of the problem being proactive vs reactive. We're waiting on people to give us information that they are not necessarily giving us. It was really insightful and I can't wait to see what the report is that comes back. We still have to do other buildings, the public safety complex and Town Hall. It was a great day and I appreciate Pioneer Valley Planning Commission for setting this up.

Mr. Rosenblum: In case people didn't know, last night we had a Strategic Planning meeting. It was for goals for the next couple of years in relation to facilities, some bylaws, finance and budget, Parks & Rec and economic development. That should be on Ludlow cable TV. Anything that was on the list we kept on the list. I've seen it on the news about the West Street Bridge that has the big bump in it because it's buckling. It's the responsibility of Ludlow and Springfield; however, the bump is on the Springfield side. Springfield has gone ahead and looked into getting an engineer to see how they can remedy it. There are 2 entities involved and you have to involve the State. Springfield is moving on that because it falls on their side of the bridge. You can always send an email to the Select Board to alleviate a lot of confusion. If people reach out to me I reach out to Marc to make sure I'm correct before I do anything.

Mr. Gennette: If I remember correctly, it was a collaborative funding project between Springfield and Ludlow. We're not involved in the maintenance or repair. Springfield is taking the lead.

Mr. Alves: August 10<sup>th</sup> the Ludlow Cultural Council concert series continues with SPF4 and food cart by Rustic Fusion. Festa is coming up August 31<sup>st</sup> through September 2<sup>nd</sup>. We have a notice from Mr. Pedro about uniting the community in prayer event at Our Lady of Fatima Parish being held outside at the shrine, Sunday, September 14<sup>th</sup> at 3:00 p.m. I'd also like to thank our Fire Department for their response to a home fire that I saw on the news about 2 weeks ago. I was at the Senior Center prior to this meeting. Congratulations to Debbie Johnson on 25+ years. A couple weeks ago I was at the DPW catching up and they shared an email with me that I wanted to share. It was a good collaboration between the DPW and schools, specifically Ms. Lekarczyk who is a guidance counselor at the high school. She sent an email to the DPW thanking them for providing a student with an opportunity to do an internship at the DPW. She notes the DPW support made a meaningful impact. The student gained valuable hands-on experience and developed professional skills that will serve them well beyond the classroom. Great work with the counselor and DPW.

Motion made by Mr. Rosenblum to adjourn their meeting at 7:11 p.m. Mr. Alves second. All in favor. Motion passed 4-0.

	Chairman
	<u> </u>
Ludlow Select Board	<del></del>

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

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# Town of Ludlow Office of the Select Board

The Meeting of the Select Board held on Tuesday, August 19, 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. At 5:30 we have public comment if there is anyone here to comment and there is no one.

## CORRESPONDENCE

151. Letter from the Board of Health in support of the approval of Tapestry Health's opioid settlement request from 2024.

Mr. Rosenblum: This original request was done by Tapestry. They came in for a meeting and said they had the support of the Board of Health. At the time, there was no correspondence from the Board of Health concerning the use of this opioid funds. Initially, we said yes but we decided against it until we had more research done and had some input from the Board of Health. Since then, the Board of Health has given their support towards this and in discussions because Tapestry operates within many communities and garners funds from many other communities any money we appropriate would be used in Ludlow's borders only.

Mr. Gennette: This was from 2024. I'm against this now and I was against this then. I'm interested in knowing that the money is staying in Ludlow. Tapestry is a great organization. They are prevalent in the area and they're getting opioid money from Springfield, Chicopee and Holyoke and our little pool of money is going to go into the larger resource. I'm sure that will relate to Ludlow, but I'm sure a vast majority of that will end up in Springfield because there is a greater need. I'm not willing to send my money to Springfield after the State is already willing to give Springfield way more resources than they're willing to give Ludlow. I want to keep it here. I want to keep it with Ludlow CARES. I want to keep it with Michael J. Dias. I do value Tapestry Health. I think they do a wonderful job and I think they work with the Board of Health and I understand why the Health Department is supporting them. If I was on the Board of Health I would probably support it as well. From where I sit I don't want this money going anywhere other than to Ludlow.

Mr. Rosenblum: We had an email sent to us from Mr. Alvarez, who is the Director of Harm Reduction at Tapestry. He couldn't make it for this meeting. I would prefer to have him in front of us so we can ask these questions. I would be willing to table it until Mr. Alvarez can join us. I know that with Michael J. Dias and CARES they produce receipts for any money spent and we reimburse. I would think that would be something we would do if we were to approve it. That way we would have control to make sure it stays within our border. I would table this until we can get Mr. Alvarez.

Mr. Alves: I agree with Mr. Rosenblum. We got the letter of support from the Board of Health, which is great, and it helped us lend colors to the interactions we had with this organization. There was some documentation with that, which from where I sit to Mr. Gennette's point

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ensuring that any money we're going to allocate from this fund stays in Town. They have a breakdown of estimates in terms of their time spent in Ludlow and indirect costs associated with that time and interactions in Ludlow. The email we received today from Mr. Alvarez, who is in leadership of the organization, was in response to some of the questions I had. Along with the Board of Health support I had my own individual questions. I agree with Mr. Rosenblum given the latest correspondence having Mr. Alvarez come in. We can have a discussion. I'm leaning towards allocating some funds to this organization but giving the opportunity to answer some questions we have might be valuable. I thank the Board of Health for their letter of support.

Mr. Gennette: Per the grant requirements, anybody that gets any opioid money has to report it through receipts.

Mr. Rosenblum: We can at least vet the fact that it's going where it should be going.

Mr. Silva: I'm troubled with the 2024 request. Yearly we get opioid money and yearly we get different organizations requesting money. Certainly, they could come back. I would like to go and see what money we have and a little more in-depth information on what exactly they're using the money for.

Mr. Gennette: At that time, they wanted a regular reimbursement to plan for year after year. They didn't have the recommendation of the Board of Health then and we are here a year later and they have their recommendation. My concern is that they're looking for regular, annual disbursement.

Mr. Alves: I don't think anybody should have any expectation that it's in perpetuity.

Mr. Silva: I think we said the same thing to Michael J. Dias. We don't know what we're going to get each year.

Mr. Alves: Mr. Alvarez does note he'd be willing to come in September and bring in some updated data. Maybe we can offer dates in September.

Mr. Rosenblum: He does have numbers that are based on Ludlow. That's the concern of everyone. To make sure where it's going. That \$19,000 in the budget is for the Town of Ludlow. I'd like to have him in front of us to fully explain it and make a decision then.

Mr. Silva: We decided we were going to let the Police, Fire Departments and Board of Health also request funds. If the Board of Health is interested in helping Tapestry couldn't they request the funds from us? If we're staying in Town and we want the Town organizations to help them out then let the Board of Health decide if they want to help Tapestry.

Mr. Gennette: Didn't we fund the Board of Health with Narcan?

Mr. Rosenblum: We withdrew it.

**Motion made by Mr. Alves** to contact Mr. Alvarez and see which date he's more amenable to in September to come in and meet with us and provide updated numbers based on this fiscal year and we can take up approval at that time. **Mr. Rosenblum second. All in favor. Motion passed 4-0.** 

152. Chater Communications – Upcoming changes to channel lineup.

Motion made by Mr. Rosenblum to file. Mr. Alves second. All in favor. Motion passed 4-0.

153. Chief Pease – Request to charge off medical expenses and lost wages to Chapter 41, Section 111F for a Firefighter/Paramedic for an injury that occurred on August 2, 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 that occurred on August 2, 2025. Mr. Gennette second. All in favor. Motion passed 4-0.

August 19, 2025

154. Mass DOT – Small Bridge Inspection Report – Sportsmen's Road/Higher Brook.

Mr. Rosenblum: They did an inspection of the bridge at the Fish & Game. On a scale of 0-9 it scored a 7. It's in good shape.

Motion made by Mr. Rosenblum to file. 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 5, 2025).

Mr. Gennette: At the last meeting I made the recommendation because the Planning Board had not been included and it was a clear oversight. It went over there and I did watch the Planning Board meeting. I reached out to Ray today to let him know that I'd be more than happy to answer the questions they had. We sent it there for review. We got some comments on it. Some of the comments are easily remedied.

Motion made by Mr. Gennette to table. Mr. Rosenblum second.

Mr. Rosenblum: The first week of September we close the warrant?

Mr. Strange: You close it on the 16th.

All in favor. Motion passed 4-0.

# **NEW BUSINESS**

Board to approve and sign Select Board Meeting Minutes of July 22, 2025.

Motion made by Mr. Rosenblum to approve and sign the Select Board Meeting Minutes of July 22, 2025, with all members present. Mr. Alves second. All in favor. Motion passed 4-0.

Board to discuss and possibly vote to clarify the Town's hiring process.

Mr. Strange: After the last round of interviews, we had for the Project Coordinator and for the Fire Department, there was some uncertainty as to what the process is so we reached out to Town Counsel and asked for some direction. Their initial response was the Board, if it's so inclined, can allow the Police Chief to do his/her own interview process, their own vetting and provide a recommendation to the Board with the Board being the ultimate appointing authority for Police. The initial opinion from Town Counsel was that the Fire Chief was able to do it all on his own and he is the appointing authority. We've since gotten some clarification on that and the Fire and Police would be the same situation. They would both, if the Board votes to do so, be able to do their own vetting and present the recommended candidate to the Board for appointment in lieu of having candidates go through a vetting and interview process with the Fire and Police Chief and then coming in and doing the same. The 3<sup>rd</sup> one is the Select Board is the appointing authority for department heads and the question was for non-department heads who work in Town, who is the appointing authority and it is still the Select Board. In order to allow the Town Administrator or HR Director to appoint admins in lieu of them coming in front of the Board, you would need to vote on that. So, Police Chief and Fire Chief the request is to allow them to do their own vetting and present the preferred candidate. For Town employees under the Select Board's umbrella the Select Board would still be the appointing authority for Department Heads and the Department Head would be allowed to hire their own admins. The last example is that there's interviews coming up at the Senior Center for dispatcher but without some direction we would assume that Carrie and Jodi would do the interviews and they would hire someone. According to Town Counsel, that's the Select Board even though in the past it's been the Department Head and HR making the hires. It seems operationally inefficient to do that.

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Mr. Rosenblum: Did you mention people that work in a department under a Department Head?

Mr. Strange: Yes.

Mr. Rosenblum: The vetting processing by Police and Fire is better than anything we can do. In most instances we ask for recommendations from the Police and Fire Chiefs and we generally go with their recommendations. I have no problem with this and I support it.

Mr. Silva: I agree. That's what I've been doing since I've been here. Basically, whatever the Police Chief tells me or you folks tell me is what I go with. It's nice to see the candidates but it is cumbersome for us and them to do it. Once the person is selected I still like to have the person come in just to get to know them.

Mr. Alves: I'm not necessarily opposed to this but I do have some questions. Marc, you led in with the last time we went through this there was some uncertainties about the process and that prompted us going down this route. Then we were provided with legal advice and a synopsis by you just now. In my mind, to avoid further confusion, before I vote on this I'd like to see some sort of process or policy document with the hiring process outlined. The way you outlined it in terms of admin staff.

Mr. Strange: Any staff that's under the Select Board that's not a Department Head.

Mr. Alves: Department Heads will come to us. Like a new Senior Center Director. Since we went down this road, have we talked to the Police or Fire Chief?

Mr. Strange: Yes, and they're both very happy with it.

Mr. Alves: I'm not opposed to it. I'd like to see some type of formalized policy and chew on it.

Mr. Gennette: My question related to the hiring of the Treasurer. I think this was what sparked the whole thing. When we brought him back in it created confusion about if he had been vetted yet. You would be hard pressed to find somebody on this Board that didn't agree that the Police Chiefs should probably appoint their own officers. When we're talking about a Town Administrator that hasn't been vetted yet and goes before us for our approval is there a solution there?

Mr. Strange: When you say vetted you're referring to the reference checks, right? They've been interviewed. We don't check references until after an offer.

Ms. Ribeiro: Typically, references aren't checked until we have a final or 2 final candidates. Police and Fire candidates have a much broader background check. They have access to a lot more information than we do. We're very limited in what we can look for. We can verify they worked certain places, titles, dates, we can call the references they supply but that's about all we can do. If required if they need a driver's license we can verify they have a valid driver's license. Other than that, we don't run any type of credit or background checks through a 3rd party agency. We run a CORI but it's very basic.

Mr. Gennette: If we're going to make a policy, what is the policy and is it encompassing across the board and what does that look like? Are we creating a situation where it's one thing for one department and something else for a different department?

Mr. Strange: No. Assuming we do a policy it would be memorializing what the practice has been. The Board hasn't been interviewing and appointing admins that are going to work for the Building Department or Senior Center. As best practice, Department Heads should be allowed to hire the people they're going to be working with day in and day out. With respect to the Treasurer/Collector I know there was a little bit of a bump and I reached out to a couple of the references.

Mr. Gennette: Murkiness is what I'm concerned about.

Mr. Strange: That's why we wanted to clarify what the process is.

Mr. Alves: With the vetting, when it comes to a Department Head, some of that ownness is on us. We're provided with a packet, we're provided with references, we can do some of the leg work on our own. If someone is uncomfortable at that point, there shouldn't be a vote.

Mr. Rosenblum: We've also discussed if it's possible to get those packets a little bit earlier than the Thursday or Friday before. Getting to it Monday and making a decision on Tuesday is difficult. In that instance with the Treasurer/Collector, I couldn't do my leg work in time.

Ms. Ribeiro: If we're going to have a policy, people list references and they can't get a call from 6 people. Reference checking is chasing people.

Mr. Rosenblum: Most of our vetting is through people we know in a different town that have worked with the person or something like that.

Ms. Ribeiro: The other thing we can do when we do reference checks is make notes. We have dispatch interviews at the Senior Center. There's 5 interviews. We could give you a copy of the reference checks we perform on the top 2 candidates. That's an admin level position that reports to Jodi. If we're going to put together a policy, that would be the new process. We could also do that for Department Heads if that's what you'd like to do.

Mr. Rosenblum: I'm fine with leaving admin up to the Department Heads. Most of our Department Heads are very capable of being able to make those hires. I'm more about the Department Heads, who are more entrenched in making the bigger decisions.

Mr. Silva: I think we're getting away from what's been happening because they do some leg work before they decide on a person.

Mr. Rosenblum: For me it's having more than a weekend to look at it.

Mr. Strange: I've made a note of a minimum of a week's notice.

Mr. Rosenblum: Everything we've talked about I agree with but maybe when we go to Department Heads we can see it a little bit earlier.

Mr. Alves: With the Department Heads, I'd want to see is if there's 8 candidates you're throttling them down to say 5 of them are legitimate and meet the job requirements and those are the ones that are ultimately coming before us.

Ms. Ribeiro: We do that with all the job applications that come before us. There are certain requirements that have to be met. Lately we've had 1-2 candidates for Department Head positions so it made sense to bring them forward here.

Mr. Gennette: For me, there's a line you cross where you impede the daily management of the departments. When HR is preparing candidates and provides us with information I think we should focus on that. Much to Mr. Rosenblum's point, we get a packet of information and we should probably stay there. I think if you start chasing people on the internet you run into speculation. Getting a packet of information is fine by me. I've gotten myself into decisions by looking people up online and trying to do my own research that didn't benefit the situation. I think that's not a good practice. I'm all for it as long as we have a plan.

Mr. Strange: We'll put something together for you guys in the next meeting or 2 for review.

Board to discuss and possibly vote on creating a Ludlow Energy Commission.

Mr. Gennette: I requested this. A little bit of a background is as the Energy Commissioner volunteer; I'm running into a situation where I can't get things done without an Energy Commission approval. The workload is not big enough to create an entire commission and we're still in the middle of establishing things like conversations about being a green community and it was met with opposition. I think it's important that this Board acts as the Energy Commission for now. If down the road it gets too big then at that point we can August 19, 2025

probably appoint an Energy Commission if we need it. I think the Energy Commission should reside with this Board right now. I would love to be able to have an Energy Commission page on the website and I'm being met with a little bit of resistance as to why we can't do that without an Energy Commission vote.

Mr. Rosenblum: Is that fine with bylaws?

Mr. Strange: I did write up a charge & charter draft for you to review but it didn't make it into the packet.

Mr. Alves: I haven't gotten any background. I just want to look at something.

Mr. Silva: Either way, if James is saying we have to have to have one, what's hurting us by voting to be the Ludlow Energy Commission and then review what we are going to do.

Mr. Rosenblum: I think we've already acted in that capacity with Ludlow Power Choice. I don't think any of us have a problem with it but as Mr. Alves said we need some kind of outline on it.

Mr. Alves: Is that a bylaw?

Mr. Strange: Most of the boards and committees have charge & charters. It's either a bylaw or charge & charter.

Motion made by Mr. Rosenblum to table until we get a charge & charter. Mr. Alves second. All in favor. Motion passed 4-0.

Board to appoint a Select Board member to the Mobile Home Rent Control Board.

Mr. Silva: I cannot do it. I have many conflicts.

Mr. Gennette: I cannot do it either. I'm on way too many boards.

Mr. Rosenblum: With this Board some things are stalled until they have a quorum. I was on this but resigned because of a possible conflict.

Mr. Strange: The context right now is the West Street Village was appealed by the residents and upheld by the housing court and sent to the Rent Control Board for another hearing. They're waiting for us to have a quorum. There are 3 members; however, 1 member is a resident of West Street Village so we need one more member. There's a lot of time sensitivity to this. We can't find anybody else. There's 2 vacancies but we need 1 non-resident of West Street Village to make a quorum. There is no Chair right now. It was Tony.

Mr. Silva: I don't think it's prudent to have 2 members of the Board on there.

Mr. Strange: As long as the Town is making reasonable efforts to fill the seat, it's kind of gray. It's been posted twice and we did find another volunteer so we're doing what we can do. The only other thing is have a member of the Select Board.

Mr. Rosenblum: I don't think it's going to be a long process. It's going to be a few meetings and then we can post it again.

Mr. Alves: I think we should appoint 2 to make sure there is a quorum so the body can meet and get done what needs to get done.

Mr. Rosenblum: We can both do it and schedule based on our availability.

**Motion made by Mr. Gennette** to appoint Select Board members Anthony Alves and William Rosenblum to the Mobile Home Rent Control Board. **Mr. Rosenblum second.** 

Mr. Rosenblum: Disclosure, the reason I resigned in the past is because I have a family member that sold mobile homes and has dealt with both parks in the past. The opinion of August 19, 2025 age 6 of 10

that person does not have anything to do with what my decision or input might be towards this. That person no longer sells them.

# All in favor. Motion passed 4-0.

Board to appoint a Select Board member to the Westover Metropolitan Development Corporation Board of Directors.

Mr. Alves: I cannot do this one. They meet at noon and there's no remote option.

Mr. Strange: They meet at noon on a Monday at Westover.

Mr. Gennette: I already have MMWEC during the day in Shrewsbury.

Mr. Silva: How long do those meetings generally last?

Mr. Strange: I don't know. They meet once a month.

Mr. Silva: I can do that unless the meetings run a considerable amount of time.

Motion made by Mr. Gennette to appoint Select Board member Manny Silva to the Westover Metropolitan Corporation Board of Directors. Mr. Alves second. All in favor. Motion passed 4-0.

Board to discuss and possibly vote to support an art installation at the Riverwalk.

Mr. Rosenblum: We had a letter forwarded to us from a gentleman who's willing to do some sustainable art. There is the possibility of some grant money coming from the Ludlow Cultural Council. It's to add to the uniqueness of the Riverwalk. I don't know if it has to go through Planning for a site plan. We should have some idea where it should go. I think it's a great idea but I would approve subject to seeing a sketch.

Mr. Strange: Mr. Longley submitted the letter to the DPW requesting their support. Jamie said he is willing to support it but we felt it was more appropriate for you to consider that. It's a letter of support for a grant application to the Ludlow Cultural Council. LCC is the body that is approving or denying the application. Mr. Longley is doing the right thing in going through the Select Board.

Mr. Silva: Can we get a picture or design?

Mr. Gennette: He says he can provide sketches, concepts, designs and further details. I think we need a little more information.

Mr. Alves: I bumped into the Chair of the Cultural Council yesterday and we chatted on this. This is someone she has heard of and was excited. My mindset was to forward to them because their grant application starts in the next couple of weeks so let them go through the process with them. They'll ultimately approve or deny if they're going to give them grant funding to do the work and put the piece together.

Mr. Rosenblum: As long as we can see something prior to the grant.

Mr. Alves: The Council gets the grant and they determine how they distribute it.

Mr. Strange: I'm not sure what the grant says but the Mass Cultural Council gives money to all the Cultural Councils for distributions.

Mr. Gennette: My concern is there's more going on here than the Cultural Council. We're talking about large scale outdoor sculptures. I'm sure the Planning Board is going to want to be involved in this. I don't know when the window is for the grant but I don't see how we make this approval in time without seeing stuff. If they can't do it this year they're going to have to put in for it next year. I don't want to just sign off on this and get it in under the wire. I would

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rather know what the plan is for the area. I'm sure other departments want to know what the plan is.

Mr. Rosenblum: Maybe drop a note to Planning to see if it's something they have to be involved in.

Mr. Alves: I think she said the grant window opens in the next couple weeks. I don't need them to come in until the grant process is done.

Mr. Strange: I'll ask the LCC about the grant application timeline and I'll reach out to Mr. Longley for a sketch or description.

Mr. Gennette: Point him to the Council and once they get everything together they should probably go to Planning.

Motion made by Mr. Rosenblum to support an art installation at the Riverwalk. Mr. Alves second. All in favor. Motion passed 4-0.

Board to discuss and possibly approve a designated row at Vets Park for LPVC parking during school hours for Ludlow High School.

Mr. Silva: It's being used now and they'd like to keep the student parking out of that row. If they're going to take it upon themselves to get signs I don't see any issue with it.

**Motion made by Mr. Gennette** to approve a designated row at Vets Park for LPVC parking during school hours for Ludlow High School. **Mr. Alves second. All in favor. Motion passed 4-0.** 

# **BOARD UPDATES/MISC**

Board 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.

Mr. Gennette: The West Street Bridge being closed. I had seen that Mayor Sarno claimed responsibility. That it wasn't the responsibility of Ludlow to maintain that. We do appreciate that they've stepped up. Is that a permanent closure?

Mr. Strange: Indefinite.

Mr. Gennette: The impact on the Putts Bridge, which already had a decrease in weight restriction on it; I had a letter I was going to send out for this because the traffic on Center Street is going to be ridiculous. The bridge is congested during major hours without the West Street Bridge being closed. Add in PVTA that now has stops up and down that route. We're going to have a real problem with Center Street from the bridge to the Mass Pike. We're going to have to reach out to the State and Mass DOT and tell them they need to come in here and they need to do a traffic study, because the closure of the West Street Bridge is going to make it hard on us in Ludlow. I was going to send them a letter but didn't want to do that without talking to you first.

Mr. Rosenblum: When I found out it was being closed I said the Putts Bridge is going to be unbearable. You can go another way. It has to be fixed. Cars have received damage. In that statement Mayor Sarno put out, they had been ahead of this. His hope is if they got on it fast enough it could be 3-6 months. Most bridge projects are 1-2 years. This is not a State project. It would have to come from Chapter 90 funding or money from a grant.

Mr. Gennette: I'll send my letter I drafted to you Marc and if you want to share it with the Board members so we can send it to the Mass DOT. It wouldn't hurt to include the PVTA.

Mr. Alves: Can we go over the Town Administrator's report?

Mr. Strange: We're going to be doing it every meeting now. One of them was the West Street Bridge. I just got a text from Amy and she said at the auction we made \$700,000. The Ludlow August 19, 2025

Health Department is putting on their annual health fair on September 6<sup>th</sup>. The purpose is to increase residents' knowledge of local resources and services that are offered throughout the Town of Ludlow. Paulina and her team are doing an amazing job. For the public's information, the Board did appoint Lt. Brennan as the Provisional Police Chief effective August 9<sup>th</sup>. We are currently in the process of evaluating assessment centers who would help the Board vet and find a new, permanent Police Chief. Town Meeting is coming up October 6<sup>th</sup> at 7:30 at Ludlow High School. This year we're going to do a pre-meeting on Monday, September 29<sup>th</sup> at 6:00 p.m. where we'll preview all the Town Meeting articles and invite Town Meeting members to come and have a little bit more time to ask questions. Other towns do this and I think it's good practice. Debbie Gates, who has been with the Rec Department for a very long time, is retiring at the end of this month. Congratulations to Debbie. The Select Board is working with the Recreation Commission on coming up with a Recreation Director job description in the coming weeks.

Mr. Gennette: For the Special Town Meeting you said you were going to be inviting the precinct members. How do you plan on getting a hold of them?

Mr. Strange: Letters.

Mr. Alves: With the Police Chief process, I interpret this as you're engaging with the assessment centers trying to figure out which one we're going to utilize and that will be the next step in the process.

Mr. Silva: Is that something we have to do?

Mr. Strange: It is. There are 2 options. One is because we're a civil service community one is to wait until the Department of Civil Service creates a Police Chief test and then there would be the normal process for whoever is interested would take the test. The problem is so few towns would hire a Police Chief that way that Civil Service doesn't have an incentive to create this test. Who knows when that test will be created. We could have a temporary Chief for 2-3 years or longer. That's one course. The other is to appoint a Provisional Chief and do an assessment center.

Mr. Silva: I am not in favor of spending money on an assessment center.

Mr. Gennette: Is it a legal requirement?

Mr. Strange: I'm not sure.

Mr. Gennette: I don't want to spend money on this. We have Civil Service. We probably have the most skilled Police Department in Western Mass. I think we can discern ourselves.

Mr. Rosenblum: For clarification, the Police Chief position is hired from within or outside candidates are able to apply?

Mr. Strange: I'm not sure. I'll ask. Civil Service would open it up but that would assume there is a test created.

Mr. Gennette: We may want to wait until we have a 5th Board member.

Mr. Alves: Are we time bound on a Provisional?

Mr. Strange: No.

Mr. Alves: Festa is August 28<sup>th</sup> – September 1<sup>st</sup>. Town Hall is closed on Labor Day. Uniting the Community in Prayer event is at Our Lady of Fatima on September 14<sup>th</sup> at 3:00 p.m. At the next meeting we will have the DPW in for a quarterly update. The Health Department is having their health fair on September 6<sup>th</sup> at the Boys & Girls Club. Summer is coming to an end. School starts next week. Wishing all students, staff and parents a good start to the school year. Thanks to the DPW for cleaning up the beach.

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Mr. Silva: I wanted folks to realize the issues we have trying to appoint people to committees. We need people to step up and get on these committees and help us out. The interest level is fading. Department of Public Works is coming into our next meeting on September 2<sup>nd</sup>. If taxpayers have questions, maybe you could submit them or come into our meeting.

Motion made by Mr. Ros second. All in favor. Mot	enblum to adjourn their meeting at 6:54 p.m. ion passed 4-0.	. Mr. Gennette
		Chairman
	Ludlow Select Board	<del></del>

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

# TOWN OF LUDLOW1

## CONTRACT #DPW-25-003

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

EJ Prescott
["Contractor"]

105 Verge Street Springfield, MA 01151

1. This is a Contract for the procurement of the following:
Items C8, Sanitary Sewer Line Chemical Root Control & Item C9 Frames, Covers & Grates, from the DPW Annual Bid, Attached as Exhibit A.

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.

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:

Date Modified: July 2022 MTC

<sup>&</sup>lt;sup>1</sup> Construction under \$250k

- 5.1 <u>Acceptance</u>: 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 <u>Date of Substantial Performance:</u> 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 <u>Subcontractor</u>: 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 <u>Default</u>. 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 Contact, 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 form

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 seg: - 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, section, 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:

Date Modified: July 2022 MTC

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:

Date Modified: July 2022 MTC

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

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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

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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]

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

The Town of Ludlow by: Its Board of Selectmen		The Contractor by:
Selectman, Chair	Date	Signature Date  David J. Hyrsel NE. Off Phragger
Print Name	<del></del>	Print Name & Title
Selectman	Date	Certified as to Appropriation/Availability of Funds:
Print Name		Town Accountant Date
Selectman	Date	
Print Name		
Selectman	Date	
Print Name		
Selectman	Date	
Print Name	<del></del>	
Department Head	Date	

Print Name

# BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

# CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

| Description | Contractor | Contrac

# CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws,	
name of signatory E.U. Prescott, Fac	, whose
name of contractor principal place of business is at 105 Vevo	e St Swinghesd, MA.
01157	ertify under the pains and penalties of perjury that  has paid all
mame of contractor Massachusetts taxes and has complied with all law taxes, reporting of employees and contractors, and	s of the Commonwealth of Massachusetts relating to withholding and remitting child support.
Donas Had 8/4/12	
Davić. J. Hirrol	
Name	
0/-0247432 Federal Tax ID# or Social Security#	

# BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

# **EXAMPLE CLERK'S CERTIFICATE**

# Action of Shareholders Written Consent

(Date)

The undersigne Corporation (the "Corp following votes:	d, being the Shareholders of	, a Massachusetts ereby consent to the adoption of the
<u>voted</u> :	acting singly is, authorized to execute a into and negotiate the terms of all contr any and all documents, instruments,	esident or named individual], each of them ny and all Contract Documents and to enter acts and to accomplish same and to execute and agreements in order to effectuate the all be valid, binding, effective, and legally
<u>VOTED</u> :	time, in the name and on behalf of the such action(s) as s/he or they, as the ca advisable to effect the foregoing votes.	n acting singly is, authorized, from time to Corporation to take or cause to be taken all use may be, deem necessary, appropriate or as may be shown by the officer or officers to conclusive evidence that the same is poration.
VOTED:	time, in the name and on behalf of the desired, attested by an appropriate of	a acting singly is, authorized, from time to is Corporation, under its corporate seal, if ficer, if desired, to execute, make oath to, and all of the agreements, instruments, or related to the foregoing votes.
<u>VOTED</u> :	That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate scal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.	
Clerk of Corporation (	Certificate	
I, above vote was taken a 20	the Clerk of the foregoing at a duly called meeting of the sharehold	corporation, do hereby certify that the ers of the Corporation on
Clerk of Corporation	 See At	taches.
Date Modified: July 20	15 22 MTC	

CERTIFICATE OF AUTHORITY

As a result of action taken by unanimous written consent of the Directors of Everett J. Prescott, Inc. (the "Corporation") it was voted that David Hirsch, Division Manager of Everett J. Prescott, Inc. be and was duly authorized to execute bids, contracts, documents and bonds in the name of and on behalf of the Corporation, on July 29, 2014 and execution of any such contract or obligation, including bids in the Corporation's name on its behalf by such Division Manager shall be valid and binding upon this Corporation and such authority has not been amended or revoked as of the date set forth hereunder.

The undersigned certify that I am the Clerk of Everett J. Prescott, Inc., and such David Hirsch is a duly appointed Division Manager of the Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate and been in continuous effect since July 29, 2014.

Dated: April 3, 2019

Lester F. Wilkinson, Jr., Clerk

.4 Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

# 18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Ludlow from loss on account of:
  - 18.1.1. Defective work not remedied.
  - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.
  - 18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - 18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
  - 18.1.5. Damage to another contractor.
  - 18.1.6. Delays resulting in liquidated damages.
- 18.2. Withholding of payments shall be in strict compliance with statutory requirements.

# 19. Claims by Contractor and Liability of Town

- 19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days' after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.
- 19.2 The limit of liability of the Town under this Contract is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

# 20. <u>Damages for Delay:</u>

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, frustration, obstruction, hindrance, interference, compression or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time to the time for contract performance.

# 21. Liquidated Damages:

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# **EXHIBIT A**

EJ Prescott 105 Verge Street Springfield, MA 01151 Contract # DPW-25-003

# Item C8 Sanitary Sewer Line Chemical Root Control

ITEM C-8.1.A	6 Inch Diameter Sewer	\$6.74	LF
	8 Inch Diameter Sewer	\$12.27	LF
ITEM C-8.10	10 Inch Diameter Sewer	\$19.06	LF
ITEM C-8.11	12 Inch Diameter Sewer	\$27.44	LF
ITEM C-8.1E	18 Inch Diameter Sewer	\$46.15	LF
ITEM C-8.11	24 Inch Diameter Sewer	\$73.08	LF

# Item C9 Frames, Covers & Grates

ITEM C-9.1	8" Catch Basin Frame & Grate	\$563.35 EACH
ITEM C-9.2	6" Catch Basin Frame & Grate	\$490.64 EACH
ITEM C-9.3	4" Catch Basin Frame & Grate	\$465.89 EACH
ITEM C-9.4	8" Manhole Frame & Cover 26"	\$548.72 EACH
ITEM C-9.5	6" Manhole Frame & Cover 26"	\$509.44 EACH
ITEM C-9.6	4" Manhole Frame & Cover 26"	\$490.66 EACH

# **Amy Kurtz**

From:

Sharon LaDuke

Sent:

Tuesday, August 19, 2025 10:26 AM

To:

S Knox

Cc:

Amy Kurtz

Subject:

RE: Mechanical Amusement Permit

Thank you Detective Knox, I will forward to Amy Kurtz as well as she will be handling this.

Sharon LaDuke
Administrative Assistant
Treasurer/Collector's Office
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1261

From: S Knox <sknox@Ludlowpolice.com>
Sent: Tuesday, August 19, 2025 9:55 AM
To: Sharon LaDuke <sladuke@Ludlow.ma.us>
Subject: RE: Mechanical Amusement Permit

Good morning Sharon,

Did I ever give you an answer on this? I may have glanced over this. However, I would like to add the following Detectives to the agenda for inspection purposes next time it comes around.

- Detective Lieutenant Sean Knox
- Detective Sergeant Steve Ricardi
- Detective Jordan Liszka
- Detective Pete Gallagher

I will have Detective Liszka go over to the Lighthouse today and inspect the items associated with their application.

Please let me know if you have any other questions.

Respectfully,
Detective Lieutenant Sean Knox
Detective Bureau
Ludlow Police Department

Direct: 413-583-8305 (x2206) Fax: 413-583-8283

Please visit us at: http://ludlowpolice.com/



"The supreme art of war is to subdue the enemy without fighting"
-Sun Tzu

## \*\*PRIVILEGE AND CONFIDENTIALITY NOTICE\*\*

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From: Sharon LaDuke <sladuke@Ludlow.ma.us>

**Sent:** Tuesday, July 22, 2025 7:56 AM **To:** S Knox < sknox@Ludlowpolice.com>

Cc: D Valadas <dvaladas@Ludlowpolice.com>; Detective Bureau <DetectiveBureau@Ludlowpolice.com>

Subject: RE: Mechanical Amusement Permit

Thank you, Sgt. Knox, could you please let me know who needs to be certified and I will get them on the next agenda.

I think it would be fine to go ahead and take care of the Lighthouse because it's the only one left.

Thanks again,

Sharon LaDuke
Administrative Assistant
Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1203

From: S Knox < sknox@Ludlowpolice.com > Sent: Tuesday, July 22, 2025 7:33 AM

To: Sharon LaDuke <sladuke@Ludlow.ma.us>

Cc: Daniel Valadas < dvaladas@ludlowpolice.com >; Detective Bureau < DetectiveBureau@Ludlowpolice.com >

Subject: RE: Mechanical Amusement Permit

Good morning Sharon,

I will have our Detectives review and inspect the Lighthouse application. Could you please scan it over as well?

Additionally, the officers assigned to this task may need to be recertified as licensed agents by the Select Board, as their privileges expired this past April.

If possible, it would also be beneficial for the Select Board to assign me as a licensed agent.

Please let us know how you'd like to proceed — we're happy to assist in any way we can.

Respectfully,
Detective Lieutenant Sean Knox
Detective Bureau

# Ludlow Police Department

Direct: 413-583-8305 (x2206)

Fax: 413-583-8283

Please visit us at: <a href="http://ludlowpolice.com/">http://ludlowpolice.com/</a>



"The supreme art of war is to subdue the enemy without fighting"
-Sun Tzu

From: Sharon LaDuke <sladuke@Ludlow.ma.us>

Sent: Monday, July 21, 2025 4:14 PM

To: D Valadas < <a href="mailto:dvaladas@Ludlowpolice.com">dvaladas@Ludlowpolice.com</a> 
Cc: S Knox < <a href="mailto:sknox@Ludlowpolice.com">sknox@Ludlowpolice.com</a> 
Subject: RE: Mechanical Amusement Permit

# Thank you!

Sharon LaDuke
Administrative Assistant
Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1203

From: D Valadas < dvaladas@Ludlowpolice.com>

Sent: Monday, July 21, 2025 3:55 PM

To: Sharon LaDuke <<u>sladuke@Ludlow.ma.us</u>>
Cc: S Knox <<u>sknox@Ludlowpolice.com</u>>
Subject: RE: Mechanical Amusement Permit

Hello, Sharon,

That would be Det. Lt. Sean Knox.

He is attached to this email.

V/r.

Chief Valadas

From: Sharon LaDuke <sladuke@Ludlow.ma.us>

Sent: Monday, July 21, 2025 2:40 PM

**To:** D Valadas < <u>dvaladas@Ludlowpolice.com</u>> **Subject:** FW: Mechanical Amusement Permit

Importance: High

# Good Afternoon Chief,

I had sent this to Dave Kornacki last month but never heard back about it, not sure who would be handling these now.

Can you please let me know.

Thank you kindly,

Sharon LaDuke
Administrative Assistant
Select Board
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1203

From: Sharon LaDuke

Sent: Tuesday, June 17, 2025 9:53 AM

To: D Kornacki < <a href="mailto:dkornacki@ludlowpolice.com">dkornacki@ludlowpolice.com</a> Subject: Mechanical Amusement Permit

Hi Dave,

The Lighthouse finally brought in the application for their mechanical amusements.

Can you let me know if they are all set to process once you inspect them?

Thank you!

Sharon LaDuke
Administrative Assistant
Selectboard
Town of Ludlow
488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1203

# **Commonwealth of Massachusetts**

Hampden, ss.

To Ms. Kim Batista, Town Clerk, in the Town of Ludlow, Greetings:

In the name of The Commonwealth you are hereby required to notify and warn the voters of said Town, qualified to vote in elections and Town affairs, to meet at the **LUDLOW HIGH SCHOOL** at 500 Chapin Street in said Town, on **MONDAY, OCTOBER 6, 2025**, at **7:30PM** to act on the following articles in the warrant.

# ARTICLE 1: APPROPRIATE FUNDS FOR UNPAID BILLS FROM PREVIOUS FISCAL YEARS

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for unpaid bills and/or over-expended accounts of previous fiscal years.

Pass any vote or take any action relative thereto. Submitted by the Select Board. A nine/tenths vote is required.

<u>Article 1 Explanation</u>: Unpaid bills prior years: Chapter 44, Section 64 of the Massachusetts General Laws allows towns which have unpaid or over expended bills as presented at the time for the warrant posting. There could be further bills added prior to the Town meeting. We will provide an update, if needed, at Town Meeting. See Attachment A.1.

\$20,831.75	250 <sup>th</sup> Committee Holiday Outdoor Decor	Holiday Decorations
\$130.00	250 <sup>th</sup> Committee York St. Industries	40 x 144 Banner
\$2,470.00	Town of Ludlow Atty Iris Leahy	Legal Services
\$3,300.00	Town of Ludlow Tighe & Bond	Engineering Services – Millside Drive Easement
\$3,200.00	Town of Ludlow Tighe & Bond	Engineering Services – Millside Drive Easement
\$799.00	Town of Ludlow John Guilfoil PR	Public Communications Services
\$224.17	Town of Ludlow Xerox Corp.	Printing Charges
\$30,954.92	TOTAL	

ARTICLE 2: ACCEPTANCE OF MILLSIDE DRIVE AS A PUBLIC WAY

# [Need language from MTC]

Submitted by the Select Board.

**Article 2 Explanation:** 

# ARTICLE 3: STRATEGIC PLANNING COMMITTEE

To see if the Town will vote to amend the Town Bylaws by adding Sec. II-43 to Chapter II, "Regulating the Conduct of Town Business," as follows:

# Section 1: Purpose and Authority

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

#### Section 2: Composition of the Committee

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

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

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

#### Section 3: Term of Service

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

## Section 4: Purpose and Duties

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

# 1. Creating and Maintaining a Long-Term Strategic and Financial Plan

The Committee shall develop a dynamic, adaptable strategic plan that looks years into the future. The plan shall identify long-range goals related to economic vitality, land use, energy and utilities, infrastructure, education, public health, housing, and community well-being. Each component will include financial modeling, capital improvement strategies, and sustainability benchmarks to ensure Ludlow's long-term fiscal and operational resilience.

# 2. Evaluating Town Policies Through a Future-Oriented Lens

The Committee shall review existing and proposed policies, programs, and capital projects for long-term impact and alignment with the strategic plan. This includes analyzing financial sustainability, operational efficiency, and whether short-term decisions support Ludlow's generational goals. The Committee may recommend policy shifts, innovations, or reforms to strengthen Ludlow's position for future challenges and opportunities.

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

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

# 4. Monitoring Progress and Long-Term Outcomes

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

## 5. Recommending Structural and Governance Improvements

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

## 6. Plan Stewardship and Adaptive Authority

The Committee shall serve as the steward of the strategic plan and is authorized to adjust, refine, and reprioritize its content as new data, opportunities, risks, and stakeholder input emerge — provided such changes remain consistent with the laws of the Commonwealth of Massachusetts and the overall goals

adopted by the Town. These changes may include modifying timelines, updating assumptions, refining goals, or shifting resources in response to financial, demographic, or regulatory developments.

This autonomy ensures that the strategic plan remains a living document — able to evolve and remain

# Section 5: Meetings and Transparency

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

## Section 6: Officers of the Committee

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

- The **Chairperson** shall preside over all meetings, coordinate the work of the Committee, and serve as the primary liaison with Town officials and departments.
- The Vice-Chairperson shall perform the duties of the Chairperson in their absence and support the leadership of the Committee.

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

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

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

# Section 7: Budget and Funding

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

## Section 8: Reporting and Long-Term Accountability

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

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

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

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

Pass any vote or take any action relative thereto. Submitted by the Select Board.

Article 3 Explanation:

#### ARTICLE 4: ACCEPT DONATION OF LAND – 319 WEST STREET

To see if the Town will vote to purchase, accept as a gift, take by eminent domain or otherwise acquire, a portion of the land located at 319 West Street shown as parcel D-1 on an Approval Not Required "Plan of Land 311 & 319 West Street" prepared by Smith Associates Surveyors, Inc., containing 6.39 acres, more or less, for general municipal purposes, to be under the care, custody and control of the Select Board, and to authorize the Select Board to execute any and all documents necessary to effectuate same, or pass any vote or take any action relative thereto.

Submitted by the Select Board.

<u>Article 4 Explanation</u>: In recognition of the Town's ongoing obligations under its Landfill Closure Plan, the owners of 319 West Street have offered to give the Town of Ludlow the 6.39-acre parcel of land identified in the attached Map (See Attachment 4A). The subdivision of said parcel has been approved by the Planning and Zoning Commission of Ludlow through the granting of an ANR on March 27th, 2025 (See Attachment 4B).

The Town of Ludlow entered into a lease agreement with the previous property owner for the use of the subject parcel in its operation of the Ludlow Town Dump, which is now regulated under a Landfill Closure Plan as filed in Book 297, Page 52 of the Ludlow Land Records. After the closure of the landfill, the Town previously desired and attempted to

acquire the subject property, and the prior owner was unwilling to part with said property. As part of the closure implementation, and in the spirit of cooperation and public interest, the current owners are now offering to donate a portion of their land to the Town to facilitate the Town's compliance with state and local environmental closure mandates, including, but not limited to the maintenance of the landfill cap and required monitoring and sampling of the property, as well as providing a more permanent and efficient long-term solution than that which currently exists. The Town has consulted with the Section Chief of Solid Waste Management of the Bureau of Air and Waste of the Massachusetts Department of Environmental Protection about the benefits of such an arrangement in the facilitation and compliance of the Town with its obligations under the Landfill Closure Plan.

This proposed donation would merge the ownership and control of the land with the operational requirements and legal obligations under the terms of the Record Landfill Closure Plan and eliminate the need for future

negotiations regarding access and the accompanying complications associated with a divergence of ownership and control in the land versus the Town's obligations to comply with state and local environmental closure mandates.

#### ARTICLE 5: UNKEMPT PROPERTIES BYLAW AMENDMENT

To see if the Town will vote to amend Sec. IV-35. – Vacant and unkempt properties of the Town Bylaws as follows:

"(b) Definitions.

Unkempt property means any residential or commercial property that has any type of overgrown vegetation or plantings that have overgrown to a point that rodents, animals, or vermin can dwell within. Any property on which debris, trash, junk, or garbage has accumulated on the ground, driveway, sidewalks etc. for longer than 60 30 days shall be determined as unkempt.

Vacant property means any residential or commercial property that is unoccupied for a period greater than 180 45 consecutive days by a person or persons with legal right to reside therein.

- (c) Requirements for adequate maintenance. Owners of vacant or unkempt properties as defined in subsection (b), must fulfill the following minimum adequate maintenance requirements for any such property they own:
- (5) For properties vacant for 180 45 days or more, whose utilities have been shut off, remove or cut and cap such utilities to prevent accidents within ten days after the 180th 45th day of vacancy."

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 5 Explanation</u>: These changes would allow town officials to expedite enforcement on vacant or unkempt properties, which would further help protect the health, safety and welfare of the citizens by preventing blight, protecting property values and neighborhood integrity, protecting town resources, and avoiding the creation and maintenance of nuisances.

### ARTICLE 6: ACCEPT MGL CHAPTER 43C SECTION 11; ESTABLISHMENT OF DEPARTMENT OF MUNICIPAL FINANCE

To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 43C, Section 11 to create a consolidated Department of Municipal Finance, and further, that the Town vote to amend the Town Bylaws by adding a new Sec. I-37 entitled, "Department of Municipal Finance" to Chapter I – REGULATING THE GOVERNMENT OF THE TOWN as follows, or take any other action relative thereto:

#### Sec. I-37: Department of Municipal Finance

1. Department. There shall be a department of municipal finance that shall be responsible for the coordination of all financial services and activities of the town, the maintenance of all accounting records and other financial statements, payment of all obligations, receipt of all funds due, monitoring of and reporting on all fiscal and financial activities of the town, supervision of all purchases of goods, materials and supplies and maintenance of inventory controls. The department shall include the offices and functions of the town accountant, town treasurer/collector, and board of assessors; provided, however, that although the office of elected board of assessors shall be part of the department of municipal finance, such officers shall continue to exercise their respective duties and responsibilities under the General Laws. The department shall have such additional powers,

duties and responsibilities with respect to municipal finance-related functions and activities as the town may provide by town bylaw.

- 2. Finance Director. The department of municipal finance shall be under the direct control and supervision of a director of municipal finance who shall be appointed by the Select Board, and whose salary shall be fixed annually within the amount appropriated by the town.
- 3. Finance Director, Qualifications. The director of finance shall be a person especially fitted with education, experience and training to perform the duties of the office. The educational qualifications shall consist of a master's degree in finance, accounting or public or business administration, granted by an accredited degree- granting college or university, and professional qualifications shall include not less than 3 years of prior full-time compensated service in accounting or business administration or 5 years or more of such professional experience and a bachelor's degree in an appropriate discipline. The select board may waive the education or experience requirements listed if the board determines that an applicant's qualifications provide an equivalent combination of education and experience and that such waiver is in the best interests of the town.

The salary, fringe benefits and other conditions of employment of the director of finance, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of the duties of office, liability insurance, conditions of discipline, termination, dismissal and reappointment, performance standards and leave may be established by contract.

4. Finance Director, Duties and Responsibilities. The director of finance shall be responsible for the supervision and coordination of all financial personnel, tasks and activities of the department under the General Laws, town bylaws and any applicable rules and regulations. The director of finance may serve as the town accountant and shall be responsible for coordinating the fiscal management procedures of the offices of the town treasurer, tax collector, and assessor and shall be the administrator of budgeting, including financial reporting, accountability and control, as well as an advisor to the select board, town administrator, finance committee and all other town departments, concerning financial and programmatic implications of current and future financial policies. The director of municipal finance shall provide such assistance to the town administrator as the town administrator shall request regarding the preparation of the town budget and capital plan.

Submitted by the Select Board.

<u>Article 6 Explanation</u>: Creating a Department of Municipal Finance and a Finance Director position would centralize the town's fiscal and financial activities into one department under the supervision of one manager. This new department would include the town's accounting, assessing, treasurer and collector functions and the Finance Director would be an existing employee promoted from within and not a new hire. The town continues to seek ways to make operations more efficient and effective for residents. Consolidating these departments under one Finance Director will also increase accountability at all levels.

#### **ARTICLE 7:** CREATE A CAPITAL STABILIZATION FUND

To see if the Town will vote to establish, pursuant to Chapter 40, Section 5B of the Massachusetts General Laws, a special purpose stabilization fund to be known as the "Capital Stabilization Fund", the purpose of which shall be for the funding capital improvement purchases and projects; and to see if the Town vote to raise and appropriate and/or transfer from available funds a sum of money for deposit into the Capital Stabilization Fund.

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 7 Explanation</u>: Historically, the town has funded capital projects with Free Cash. While that process has worked, creating a special stabilization fund for capital purchases would enhance transparency and predictability for short- and long-term capital planning purposes. A capital stabilization fund would also help the town more clearly define the amount of funds to be allocated for and spent on capital projects. If approved, the town administration would request the first deposit/allocation into this fund at the Annual Town Meeting in May 2026.

#### ARTICLE 8: CREATE A PARKS & RECREATION CAPITAL STABILIZATION FUND

To see if the Town will vote to establish, pursuant to Chapter 40, Section 5B of the Massachusetts General Laws, a special purpose stabilization fund to be known as the "Parks & Recreation Stabilization Fund", the purpose of which shall be for the funding capital improvement purchases and projects; and to see if the Town vote to raise and appropriate and/or transfer from available funds a sum of money for deposit into the Parks & Recreation Stabilization Fund.

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 8 Explanation</u>: The town's parks and open spaces need additional capital investment so that residents can enjoy them safely. This special stabilization fund would segregate capital funds for that purpose, which will increase transparency and predictability for investing in the town's parks and recreational spaces. If approved, the town administration would request the first deposit/allocation into this fund at the Annual Town Meeting in May 2026.

#### **ARTICLE 9: CREATE A DIF DEVELOPMENT PROGRAM FUND**

To see if the Town will vote to establish a Development Program Fund under the provisions of Massachusetts General Laws Chapter 40Q (District Improvement Financing) that consists of (a) a development sinking fund and (b) a project cost account and such other accounts as the Select Board deems necessary or appropriate or take any other action relative thereto.

Submitted by the Select Board.

Article 9 Explanation: In June 2020, Town Meeting approved the creation of a DIF district in and around the Ludlow Mills Complex. Later, in October 2023, Town Meeting voted to expand the district to include the East Street Corridor and parcels near the Hubbard Memorial Library. In May 2024, Town Meeting also approved a DIF financing program according to the provisions of Chapter 40Q of the General Laws. The parcels included in the DIF district have been appreciated in value enough to warrant consideration of the town's first DIF-funded infrastructure project. To do so, however, the town needs to create a Development Program Fund to segregate the additional property tax revenue associated with growth within the DIF district since January 1, 2023.

To see if the Town will vote to amend section V-8.1.5.a of the Town Bylaws as follows:

Non-criminal disposition/violations. Any violation of the provisions of this bylaw, the conditions of a permit granted under this bylaw, or any decisions rendered by the zoning board of appeals or planning board under this bylaw, shall be liable to a fine of not more than \$100.00 \$300 for each violation. Each day such violation continues shall be deemed a separate offense.

In addition to the procedures for enforcement as described above, the provisions of this bylaw, the conditions of a permit granted under this bylaw, or any decisions rendered by the zoning board of appeals, or planning board under this bylaw, may be enforced, by the building commissioner, by non-criminal complaint pursuant to the provisions of general laws, chapter 40, section 21D. The fine for any violation disposed of through this procedure shall be \$100.00 \$300 for each offense. Each day such violation continues shall be deemed a separate offense.

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 10 Explanation</u>: Recently, the town has seen a significant increase in the number of signs being posted illegally on town property. This bylaw amendment would triple the fine amount for each violation of the sign regulations, which is intended to have a chilling effect on the number of violations.

#### ARTICLE 11: UNREASONABLE NOISE BYLAW

To see if the Town will vote to amend the Town Bylaws by adding section IV-36 – "Unreasonable Noise" as follows:

#### Sec. IV-36 - Unreasonable Noise

#### (1) Exterior Noise Standards

It shall be unlawful for any person at any location with the Town of Ludlow to create any loud noise, or to allow the creation of any noise, on property owned, leased, occupied or otherwise controlled by such person, which causes the sound level when measured on any other property to exceed the greater of:

Daytime Level (7am – 10pm)	Nighttime Level (10pm – 7am)
55 dBA	45 dBA

#### (2) Construction Noise Standards

- (a) Noise associated with construction is permitted between 7am and 8pm on weekdays and Saturdays from:
  - a. Non-impact devices if such noise does not exceed 70 dBA as measured over a time interval of 10 minutes as measured from another property, but at least 100 feet from the construction activity; and
  - b. Impact devices if such noise does not exceed 90 dBA as measured from another property, but at least 100 feet from the construction activity.
- (b) Between the hours of 8pm and 7am, noise associated with construction shall be limited by the standards set forth in paragraph (1) of this section.

#### (3) Maintenance Noise Standards

- (a) Noise associated with maintenance is permitted between 7am and 8pm on weekdays and Saturdays, provided the sound level does not exceed 80 dBA as measured from another property, but at least 100 feet from the maintenance activity.
- (b) Between the hours of 8pm and 7am on weekdays and Saturdays, noise associated with maintenance shall be limited by the standards set forth in paragraph (1) of this section.

#### (4) Definitions

For the purposes of this section, these relevant terms are defined as follows:

- (a) Exterior—any location sited outside of any structure with weight-bearing walls and intended to provide shelter and protection from inclement weather or similar hazards.
- (b) Construction—the process involved with erecting buildings, structures, infrastructure, industrial facilities, and associated activities, including demolition, dismantling, or decommissioning of the same.
- (c) Maintenance—the process involved in maintaining or preserving a building, structure, infrastructure, industrial facilities, personal property, and associated activities.

#### (5) Exceptions, Enforcement & Penalties

Notwithstanding the provisions of this section, loud noises resulting from the following situations are excepted from enforcement: (1) town-approved events, (2) transportation infrastructure, (3) public utility work, and (4) operations at Westover Air Base. The Ludlow Police Department is responsible for enforcing this bylaw to the extent necessary. Furthermore, the Police Department may exercise reasonable discretion in enforcing this section in instances of, for example, emergencies or other special situations. This bylaw shall not prevent the Police Department from relying on M.G.L. chapter 272, section 53; M.G.L. chapter 90, section 16, or any other applicable state law or regulation to enforce unreasonable noise violations. However, any violations of this section of the Town Bylaws shall be punishable by a fine of no more than \$300 per violation.

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 11 Explanation</u>: The town routinely receives complaints of excessive noise related to loud music, trash pickups, construction, yard work, and the like. However, the town does not currently have any bylaw that regulates unreasonably loud noise. The Police Department relies on state laws to enforce these types of infractions, but there is still no defined time frame for when unreasonably loud noise can occur. This bylaw would create those standards for the purpose of protecting the quiet enjoyment of Ludlow residents.

#### ARTICLE 12: LOCAL OPTION TO CONVERT BEER & WINE ON-PREMISES LICENSES TO FULL ON-PREMISES

To see if the Town will vote to accept the provisions of G.L. c.138, §12D, which, if accepted, would allow the Select Board as the local licensing authority of the Town, to approve a request from a licensee to convert an existing

license to sell wines and malt beverages only for on-premises consumption to a license to sell all alcoholic beverages for on-site consumption, subject to all other provisions of G.L. c.138, including notice, publication, and certified mailing of, and a public hearing on, such conversion.

Pass any vote or take any action relative thereto. Submitted by the Select Board.

<u>Article 12 Explanation</u>: Section 51 of Chapter 9 of the Acts of 2025, the FY2026 State Budget Bill, inserted a new section into G.L. c.138 concerning alcoholic beverage licensing. Subject to local acceptance, this new provision, G.L. c.138, §12D, allows a local licensing authority to approve the conversion of an onpremises license to sell wine and malt beverages only to an on-premises license to sell all alcoholic beverages, even if the municipality does not have any all-alcoholic beverages licenses available. As discussed in further detail, below, this is a significant change in local licensing procedures, allowing the conversion to be accomplished without action of the General Court and regardless of whether such a license is available under an otherwise applicable quota.

Local Acceptance. To use the new statutory conversion process, G.L. c.138, §12D must first be accepted by a city or town in accordance with the provisions of G.L. c.4, §4. Thus, in a city, the statute must be accepted by vote of the city council, with the approval of the mayor, as applicable. In a town, the statute must be accepted by vote of town meeting. Subject to any referendum provision that may be imposed by charter or special act, the acceptance vote will take effect immediately and require no further approvals from the state.

Eligibility. Any holder of an on-premises license to sell wine and malt beverages only is eligible to seek conversion of that license to an on-premises license for sale of all alcoholic beverages. This is significant because, as previously discussed, without this new section, such a conversion could be made only if an on-premises license for sale of all alcoholic beverages was available under an existing quota or pursuant to special legislation. Note, however, that such a conversion will still require approval from both the local licensing authority and the ABCC.

Conversion Process. To convert a license under G.L. c.138, §12D, a licensee holding an on-premises license for the sale of wine and malt beverages only may apply using the ABCC form. The local licensing authority may establish a reasonable fee for processing the conversion application and may adopt such additional requirements as the licensing authority deems appropriate. Note that the conversion application process must meet all the notice, publication, certified mailing and public hearing requirements set forth in G.L. c.138, §15A for any other license application. Once a license conversion has been approved by the local licensing authority, it must be submitted to the ABCC for approval, along with a fee of \$200.00.

Restrictions. Approval by the local licensing authority of a conversion will not create an additional license – the overall number of licenses for on-premises consumption of alcoholic beverages will remain the same. Accordingly, if a wine and malt beverage only license is converted, it will still count against the municipality's quota for that type of license. However, a converted license cannot be transferred, and, if it is no longer being used, must be returned to the local licensing authority. The converted license then reverts to its original status and can only be reissued as an on-premises license for the sale of wine and malt beverages only. The new licensee, however, would also be eligible to seek conversion of the license using the G.L. c.138, §12D process.

To see if the Town will vote to amend the Zoning Bylaws of the Town of Ludlow, SECTION III: GENERAL USE REGULATIONS 3.0 GENERAL REGULATIONS. SECTION 3.22 TABLE 1 LUDLOW TABLE OF PRINCIPAL USES: by removing land use classification Accessory Apartment and adding Accessory Dwelling Units (ADU) allowed through Site Plan Approval from the Planning Board (SPA) in RA-1, RA, RB, A, AMD zoning districts; adding Accessory Dwelling Units over 900 SQ FT, and Additional Accessory Dwelling Units allowed through Special Permit and Site Plan Approval from the Planning Board in RA-1, RA, RB, A, AMD zoning districts, and to amend Table 1 to reflect this change, as follows:

#### **Current Section:**

LAND USE CLASSIFICATION	STANDARDS & CONDITIONS	RA-1	RA	RB	ва	вв	A	AMD	IA	IC	MRD
RESIDENTIAL USES											
Accessory Apartments		SPPB	SPPB	SPPB	N	N	SPPB	SPPB	N	N	N

#### New Section to Read:

LAND USE CLASSIFICATION	STANDARDS & CONDITIONS	RA-1	RA	RB	ВА	ВВ	A	AMD	IA	IC	MRD
RESIDENTIAL USES		!	.1					J.	.ţ		<u> </u>
Accessory Dwelling Units (ADU)		SPA*	SPA*	SPA*	N	N	SPA*	SPA*	N	N	N
Accessory Dwelling Units over 900 SQ FT		SPA/ SPPB	SPA/ SPPB	SPA/ SPPB	N	N	SPA/ SPPB	SPA/ SPPB	N	N	N
Additional Accessory Dwelling Units		SPA/ SPPB	SPA/ SPPB	SPA/ SPPB	N	N	SPA/ SPPB	SPA/ SPPB	N	N	N

<sup>\*</sup>If only a single ADU, no Special Permit is required.

Pass any vote or take any action relative thereto. Submitted by the Planning Board. A 2/3 vote is required.

<u>Article 13 Explanation</u>: With the changes to the Accessory Dwelling Units Zoning Bylaw passed at the May 12, 2025 Annual Town Meeting, the Table of Uses will need to reflect the updated changes.

#### ARTICLE 14: ZONING BYLAW REFERENCE CHANGES – "BOARD OF SELECTMEN" TO "SELECT BOARD"

To see if the Town will vote to amend the Zoning Bylaws of the Town of Ludlow by replacing all references of "Board of Selectmen" or "Selectmen" to "Select Board" throughout the entirety of the Zoning Bylaw.

Pass any vote or take any action relative thereto. Submitted by the Planning Board. A 2/3 vote is required.

<u>Article 14 Explanation</u>: Following the approval at the May 12, 2025 Annual Town Meeting to update the Town's General Bylaws by replacing all references to "Board of Selectmen" or "Selectmen" with "Select

Board," the proposed changes to the Zoning Bylaw aim to enthis update will align the language in the Zoning Bylaw will Bylaws.	ith the terminology now used in the General
And you are directed to serve this warrant by posting attestion fourteen (14) days before the time of holding said metals.	
A true copy,	
ATTEST:	
MANUEL D. SILVA	CHAIRMAN
WILLIAM ROSENBLUM	VICE CHAIRMAN
JAMES T. GENNETTE	
ANTHONY ALVES	<u> </u>
SELECT BOARD, LUDLOW, MASSACHUSETTS, SEPTEMBER 1	6, 2025
I hereby certify that I have posted the above warrant in sev	en (7) places in the Town of Ludlow.
Kim Batista, Town Clerk Date	

#### **Amy Kurtz**

From:

Marc Strange

Sent:

Thursday, August 28, 2025 8:46 AM

To:

Amy Kurtz

Subject:

Fw: Ludlow Town Hall Millwork

Can you please add to either 9/2 or 9/16 agenda?

Board to discuss and possibly approve an additional \$2,100 in Building Infrastructure funds to retrofit Town Hall office space

From: Jon Jackopsic < jjackopsic@wjmountford.com>

Sent: Wednesday, August 27, 2025 12:03 PM

To: Marc Strange <mstrange@Ludlow.ma.us>; Carrie Ribeiro <cribeiro@ludlow.ma.us>

Subject: RE: Ludlow Town Hall Millwork

Ok mark, thanks.

Remove frame/dispose/ stud infill/sheetrock/tape/paint will be \$2,100 Additional

From: Marc Strange <mstrange@Ludlow.ma.us>
Sent: Wednesday, August 27, 2025 10:50 AM

To: Jon Jackopsic <jjackopsic@wjmountford.com>; Carrie Ribeiro <cribeiro@ludlow.ma.us>

Subject: Re: Ludlow Town Hall Millwork

Hey Jon,

I think we talked about filling it in with sheetrock? And, yes, Friday afternoon or Saturday is preferable. Thank you.

Marc

From: Jon Jackopsic < jjackopsic@wjmountford.com>

Sent: Wednesday, August 27, 2025 9:44 AM

To: Carrie Ribeiro <cribeiro@ludlow.ma.us>; Marc Strange <mstrange@Ludlow.ma.us>

Subject: RE: Ludlow Town Hall Millwork

I can price up a couple ways.

- 1. Remove frame and infill with CMU Block
- 2. Remove frame and infill with sheetrock

Which one would you prefer and I assume this would have to be done on a Friday afternoon or Saturday correct?

From: Carrie Ribeiro < <a href="mailto:cribeiro@ludlow.ma.us">cribeiro@ludlow.ma.us</a>>
Sent: Thursday, August 21, 2025 2:53 PM

To: Jon Jackopsic < jjackopsic@wjmountford.com >; Marc Strange < mstrange@Ludlow.ma.us >

Subject: RE: Ludlow Town Hall Millwork

Hi Jon-

We are good with your suggestion of closing up the doorway in the HR. Can you revise the quote and send to us?

Thanks Carrie

From: Jon Jackopsic < jjackopsic@wjmountford.com >

Sent: Wednesday, August 20, 2025 9:39 AM

To: Marc Strange < mstrange@Ludlow.ma.us >
Cc: Carrie Ribeiro < cribeiro@ludlow.ma.us >
Subject: FW: Ludlow Town Hall Millwork

Please see attached Shop Drawing for the Millwork. Just want you guys to review to make sure you know what we are building. I will be out to verify a couple more dimensions today and then we will get into fabrication.

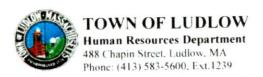
Please confirm your acceptance.

Thank you

Jon Jackopsic Senior Project Manager

W.J. Mountford Co. Office-860-291-9448 Cell- 860-883-2539

W.J. Mountford is an Affirmative Action / Equal Opportunity Employer.



### PERSONNEL ACTION FORM

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HK Personnel Action Form

### PERSONNEL ACTION FORM

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## Town of Ludlow, Massachusetts Select Board Office

Marc Strange, Town Administrator

September 2, 2025

#### **TOWN ADMINISTRATOR'S REPORT**

**FY26 Trash Fee**: Reminder that the FY26 solid waste and recycling fee of \$200 will be mailed out around October 1 and will be due by December 1.

<u>Town Hall Office Moves</u>: For the sake of public convenience and operational efficiency, the Collector's Office will be moving to the first floor across from the Health Department. The Treasurer/Collector's Office is one staff—and we are cross-training staff to be able to perform both collecting and treasury functions—but two staff members are primarily responsible for collection activities and will be located on the first floor along with the Treasurer/Collector. The Human Resources Department will be moving into the current Treasurer/Collector's space and the treasury staff of the Treasurer/Collector's Office will remain located in that space. The timing for this is around the beginning of October.

Special Town Meeting & Pre-Meeting: The annual Special Town Meeting is scheduled for Monday, October 6<sup>th</sup> at Ludlow High School. We are currently putting together the warrant articles. Also, for the first time, we are hosting a pre-meeting for the public, but particularly Town Meeting members to preview the articles and answer any questions they may have on any article. The pre-meeting is scheduled for Monday, September 29<sup>th</sup> at 6PM at Ludlow High School. We will be sending out letters to Town Meeting members this week.

## INFORMATION

RECEIVED

AUG 2 2 2025

## LUDLOW CONSERVATION COMMISSION 488 CHAPIN STREET LUDLOW, MA 01056 (413) 583-5600 Ext. 1282

SELECT BOARD LUDLOW, MA 01056 RECEIVED FOWN CLERK'S OFFICE

2025 AUG 21 A 8: 57

TOWN OF LUDLOW

#### LEGAL NOTICE

The Ludlow Conservation Commission has scheduled a Public Meeting under W.P.A. (M.G.L. Ch. 131, § 40) in Ludlow Town Hall, 3<sup>rd</sup> floor, Selectmen's Conference Room, for **Wednesday**, **September 10, 2025**, at **6:45 p.m.** for the Request for Determination of Applicability application of Hemlock Ridge, LLC c/o Mr. Armand Deslauriers, for the property located at 1252 East Street & 0 Ventura Street (Assessors' Map 31, Parcels 127 & 121B). The subject of the meeting is: to confirm whether wetland boundaries are accurately delineated.

If for any reason this meeting is cancelled, it will be rescheduled to Wednesday, October 1, 2025.

Angela Tierney Chair

LUDLOW REGISTER: Please publish as legal notice on Wednesday, September 3, 2025.

Cc: Town Clerk – Please post.
Applicant/Representative
Board of Health
Board of Selectmen
Building Commissioner

Department of Public Works

Planning Board

AUG 2 2 2025

#### **LUDLOW CONSERVATION COMMISSION**

488 CHAPIN STREET LUDLOW, MA 01056 (413) 583-5600 Ext. 1282 SELECT BOARD 1 UDLOW, MA 01056

RECEIVED
FOWN CLERK'S OFFICE

2025 AUG 21 A 8:57

#### LEGAL NOTICE

TOWN OF LUDLOW

The Ludlow Conservation Commission has scheduled a Public Meeting under W.P.A. (M.G.L. Ch. 131, § 40) in Ludlow Town Hall, 3<sup>rd</sup> floor, Selectmen's Conference Room, for **Wednesday**, **September 10, 2025**, at **6:35 p.m.** for the Request for Determination of Applicability application of Town of Ludlow, for the property located at 612 Chapin Street (Assessors' Map 16A, Parcel 75). The subject of the meeting is: small expansion of existing parking lot.

If for any reason this meeting is cancelled, it will be rescheduled to Wednesday, October 1, 2025.

Angela Tierney Chair

LUDLOW REGISTER: Please publish as legal notice on Wednesday, September 3, 2025.

Cc:

Town Clerk – Please post. Applicant/Representative

Board of Health Board of Selectmen Building Commissioner Department of Public Works

Planning Board

Town of Ludlow c/o Board of Selectmen 488 Chapin Street Ludlow, MA 01056

TOWN OF LUDLOW PLANNING BOARD 488 CHAPIN STREET LUDLOW, MA 01056

#### NOTICE OF DECISION SPECIAL PERMIT

RECEIVED TOWN OLERK'S OFFICE

2025 AUG 15 A 11: 27

TOWN OF LUDLOW

DATE:

August 15, 2025

APPLICATION:

SPECIAL PERMIT / HOME OCCUPATION

APPLICANT:

Ryan Dorcas

350 West Street, Unit 26, Ludlow, MA

Following a duly advertised public hearing held on August 14, 2025 the Planning Board, acting as the Special Permit Granting Authority, at its meeting on August 14, 2025 with the following members present: Raymond Phoenix, Christopher Coelho, Joel Silva, Kathleen Houle, voted 4-0 to GRANT a Special Permit in accordance with Section 7.0 of the Ludlow Zoning Bylaws for: Home Office – hair braiding salon.

#### **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;
- 1. 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 Joel Silva Kathleen Houle

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: August 15, 2025

Susan Urban, Administrative Assistant

## Town of Ludlow Office of the Planning Board

AUG 2 0 2025
SELECT BOARD
LUDLOW, MA 01056



August 19, 2025

Joelle Gilliam 53 Ellsworth Avenue Springfield, MA 01118

RE: Change of Occupancy 433 Center Street, Suite B

Dear Ms. Gilliam:

At their meeting of August 14, 2025, the Planning Board approved the Change of Occupancy for Spirit Halloween, to be located at 433 Center Street, Suite B. You can now apply for a business certificate (if required) with the Town Clerk's Office.

Please check with the Building Department for any building code requirements that may be needed in conjunction with your new business.

If you have any further questions, please do not hesitate to contact this office.

Sincerely,

Susan Urban

Administrative Assistant

cc: BOH

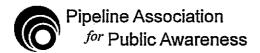
Building

**DPW** 

Selectmen

Town Clerk

488 Chapin Street Ludlow, MA 01056 (413) 583-5600 Ext. 7



August 2025

Dear Official,

On behalf of our participating member companies who operate gas and liquids pipelines in your area, we are pleased to provide you with a copy of the 2025 *Pipeline Awareness newsletter* containing **Safety Information for Public Officials**.

On the reverse side of this letter, you'll find a listing of our member companies in Hampden County, Massachusetts.

The newsletter includes important information to help you in your role of keeping those in your community safe.

- The purpose of various types of pipelines and how to find the location of pipelines in your area
- Land use practices, one call requirements and safe excavation procedures involving pipeline rights-of-way
- Potential hazards associated with pipelines and the actions that should be taken in the event of an emergency
- Actions operators are required to take to ensure the safety and reliability of their systems
- How you can provide feedback to the Association or request additional information from member pipeline operators

Thank you for taking time to review the enclosed materials. Please share them with others in your organization.

Pipeline Association for Public Awareness and Participating Members

www.pipelineawareness.org

See reverse side for a listing of pipeline members in Hampden County, Massachusetts.

488 CHAPIN ST LUDLOW MA 01056-2523 Ոլլլլ[[[[լեել||Դիլիելիոյի]||երերութերի իրերերութերութերութերի հետութերի հետութերի հետութերի հետութերի հետութեր OR CURRENT CITY MANAGER

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#### Member Companies operating pipeline facilities in Hampden County, Massachusetts

Company

Westfield Gas & Electric

**Products / Facilities** 

Natural Gas Distribution Facilities

Emergency (413) 572-0000 Non-Emergency

(413) 572-0100



# PIPELLI ESS AWARENESS

Safety Information for



Local Leaders



Land Planning



Emergency Management & Responders

#### **WILDFIRES & PIPELINES:**

Protecting Infrastructure and Ensuring Public Safety



By Jacob Powell, General Agricultural Extension Faculty, Assistant Professor of Practice, Oregon State University Extension Service

While often associated with rural landscapes, the increasing risk of wildfires encroaching upon and igniting within urban environments presents unique challenges for public officials, emergency responders, and the safety of critical infrastructure. Understanding the specific intersection of urban wildfire preparedness and pipeline safety is crucial for safeguarding densely populated areas and maintaining essential energy services.

Urban wildfires, often fueled by extreme weather and overgrown vegetation in vacant lots, parks, or along utility corridors, can spread rapidly, threatening homes, businesses, and vital infrastructure. Emergency responders navigating urban environments during a wildfire need clear information about underground utility locations to ensure the safety of their personnel and the public. Limited access due to dense development and the potential for infrastructure damage necessitates meticulous planning and coordination.

Public officials can play a key role by implementing and enforcing ordinances related to vegetation management on private and public land, particularly along pipeline rights-of-way. This includes managing overgrown trees, brush, fine fuels (such as grass, leaves, pine needles, tree moss, etc.), and accumulated debris that can act as fuel sources. Noxious weeds and ornamental plants in urban areas, such as scotch broom and arborvitae, can pose additional hazards due to their chemical composition.

...continued on back





DOWNLOAD: Safeth

Safety Bulletin: Fire Lines & Pipelines: https://qrco.de/fire\_line

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24/7 Utility Safety13
Pipelines In Your Community14
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**Local Leaders** 



**Land Planning** 



Emergency Management & Responders

The Pipeline Awareness Newsletter is published annually by: Pipeline Association for Public Awareness

8601 W Cross Dr PMB 302 Unit F5 Littleton, CO 80123-2200 www.pipelineawareness.org

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If you have questions about the Pipeline Association for Public Awareness, our programs, or need more information from any of our members, please visit pipelineawareness.org.

Join our email list for grant opportunities, shareable resources and more!

## Resources for Local Officials

Scan the OR code to view Public Official Resources



#### PIPELINE EMERGENCY TRAINING

Pipeline Association for Public Awareness offers free training and scenarios for fire, law enforcement and 911 center personnel online at: https://qrco.de/Emergency\_Training



## PIPELINE MAPS FOR PUBLIC OFFICIALS

Register for access to the Pipeline Information Management Mapping Application (PIMMA) at: https://qrco.de/NPMS\_Pipelines



## PIPELINE MAPS & EVACUATION DISTANCE

Access maps that show location of pipelines and evacuation distance considerations at: https://qrco.de/Pipe\_Vision



#### **EVACUATION GUIDANCE**

The Pipeline Association for Public Awareness provides emergency response technical guidance on when to shelter-in-place versus evacuate at: https://grco.de/Evacuation\_Shelter



#### PIPELINE MEMBER DIRECTORY

Access contact information for pipeline operators in your community who participate in the Pipeline Association for Public Awareness at: https://qrco.de/PAPA\_Members



#### **Digital Publication**

Download an electronic version of this publication at: https://qrco.de/Digital\_Newsletter



#### SAFETY CHECKLIST

Download an excavation safety checklist for projects near pipelines at: https://qrco.de/Safety\_Checklist

## COPIES OF MATERIALS PROVIDED TO THE GENERAL PUBLIC OR EMERGENCY RESPONSE OFFICIALS

Pipeline members will send you copies of the public awareness materials they provide to the general public or emergency officials in your area. Email your request to the company contact person listed in the Pipeline Member Directory. Access the directory at: https://qrco.de/PAPA\_Members

## Pipelines in Your Community

Download in English, Vietnamese, Mandarin Chinese, Spanish, Russian, and Tagalog.



## PIPELINE RIGHT-OF-WAY

#### SIX COMMON QUESTIONS

Want to know the location of pipelines in your community and the products they transport? Access to pipeline maps differs from state-to-state, but the following resources can assist public officials in requesting maps from pipeline operators and accessing available maps online.



The Pipeline Informed
Planning Alliance (PIPA)
provides information and
resources for local officials at:
https://qrco.de/Land\_Use



## What requirements are normally included in easement agreements?

Most easement agreements prohibit storing vehicles or flammable materials, require special procedures for digging and limit or prohibit building structures and planting trees on the right-of-way. Exceptions can be granted through a specific encroachment agreement with the pipeline operator.

### Who maintains the pipeline right-of-way?

The pipeline operator is typically responsible for ensuring the right of-way is visible from the air and easily accessible on the ground. Maintenance may include mowing, trimming trees or removing trees or structures.

## How can I help protect people living and working near pipelines?

Planning/zoning officials, city engineers and other public officials can help prevent pipeline emergencies. Encourage builders and developers to consider the location of pipeline rights-of-way in their development plans and encourage property owners to contact 811 and notify pipeline operators before building or digging near the right-of-way.

## How do I help protect important structures, foliage or animals on a right-of-way?

In most cases, issues related to existing structures, foliage or animals on or near the right-ofway are resolved before pipeline construction and addressed within the easement agreement. If not, landowners, permitting, planning, zoning and emergency management officials should contact the pipeline operator to discuss options. This could include relocating a structure, arranging to inspect the right-of way at ground level, testing or other accommodations.

#### What special procedures may be needed to build roads or install utilities on an existing right-ofway?

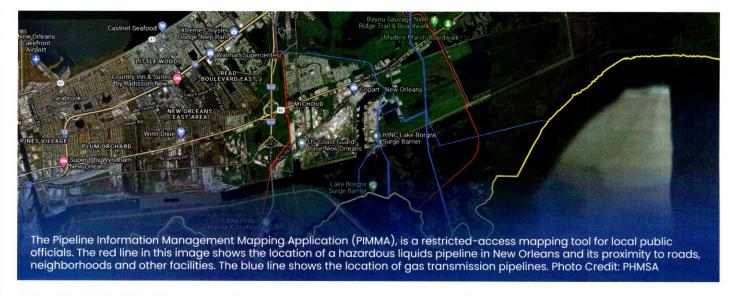
Construction plans may require hydro excavation to confirm the location of existing pipelines before installing new roads or utilities. Pipeline operators may request to be onsite during construction activity. Always contact 811 before beginning a project near an existing pipeline right-of-way even if your agency is typically exempt from state One Call requirements.

## What should I know about pipelines that run under rivers, lakes, and other waterways?

Activities such as dredging, anchoring and pier installation can pose serious safety risks if conducted near these underwater pipelines. Anyone planning marine construction or working in or near a waterway should:

- Contact 811 to identify the presence of submerged pipelines.
- Coordinate with the pipeline operator before beginning work.
- Review local and federal regulations related to waterway access and construction.

Learn more at: MarineSafe811.org



## PIPELINE MAPS ENHANCE COMMUNITY SAFETY

Want to know the location of pipelines in your community and the products they transport? Access to pipeline maps differs from state-to-state, but the following resources can assist public officials in requesting maps from pipeline operators and accessing available maps online.

### NATIONAL PIPELINE MAPPING SYSTEM



The Pipeline and Hazardous Materials Safety Administration (PHMSA) provides access to maps through the National Pipeline Mapping System (NPMS). Local, state, tribal and federal officials can access detailed maps of hazardous liquid and gas transmission pipelines in their jurisdiction by registering for NPMS's Pipeline Information Management Mapping Application (PIMMA). Register for PIMMA access to view maps and request mapping files at:

https://qrco.de/NPMS\_Pipelines

## PIPELINE ASSOCIATION FOR PUBLIC AWARENESS



The Pipeline Association for Public Awareness offers its more than 300 pipeline and utility operator members the ability to share pipeline location information with local, state and tribal officials online through the Pipelines Nearby and the password-protected PipeVision application. Access Pipelines Nearby at:

https://qrco.de/Pipes\_Nearby
and Pipe Vision at: https://qrco.de/Pipe\_Vision

## NATIONAL ASSOCIATION OF PIPELINE SAFETY REPRESENTATIVES

National Association of Pipeline Safety Representatives (NAPSR) provides regulatory oversight for natural gas and gas utility lines in all states, and sometimes hazardous liquids pipelines and gas utility lines in all states.

NAPSR members can help state and local government officials access and request pipeline mapping information for their jurisdiction. Contact your state's NAPSR program manager for assistance requesting pipeline maps and for access to state-specific resources at:

https://qrco.de/NAPSR

## STATE ONE CALL CENTERS





The 811 system and state One Call centers are a hub for connecting public works departments, community planners and other local and tribal officials with pipeline location information. Learn more about 811 in your state at:

https://qrco.de/One\_Call\_Law

## PIPELINE MAPS & INFORMATION TOOLS



Pipeline maps are available to local emergency and public officials in a variety of online resources. The table below compares features and information available through four different information sources for local public and emergency officials. Pipeline operators are always the best resource for information about their lines in your community.

Information & Features	Public Viewer <sup>1</sup>	nems PIMMA1	PIPEVISION?	Pipeline Markers <sup>3</sup>
Includes evacuation distance guidance			<b>V</b>	
GIS data files available for request		<b>V</b>		
Includes operator emergency contact information		V	V	<b>V</b>
Includes operator non-emergency contact information	<b>V</b>	~	<b>V</b>	
Includes pipeline product information	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>
Identifies location of transmission pipelines	<b>V</b>	~	<b>V</b>	<b>V</b>
Identifies location of distribution mains			V	V
Identifies location of gathering pipelines			<b>V</b>	~
Identifies location of offshore pipelines	V	V		V
Allows local officials to help operators locate identified sites an array pipelines in their community		~	<b>V</b>	<b>V</b>
Password-protected access to data		<b>V</b>	V	
Data is available for the public	V			V

- Public Viewer and PIMMA are managed by the Department of Transportation's Pipeline and Hazardous Material Safety Administration as part of the National Pipeline Mapping System (NPMS). Information in NPMS is updated annually and limited to transmission pipelines.
- PipeVision is managed by the Pipeline Association for Public Awareness. PipeVision is limited to data submitted by members of the Association.
- Pipeline markers indicate the approximate, but not exact location of underground lines. Permanent pipeline markers are located along transmission pipelines, but they may not be located continuously along gathering, distribution or offshore pipelines.
- 4. "Identified Sites" refers to indoor or outdoor places near a pipeline where a large number of individuals regularly gather (i.e. parks, stadiums, shopping malls, etc.)



#### ATTENTION LOCAL EMERGENCY & PUBLIC SAFETY OFFICIALS

PAPA is honored to sponsor a LIVE training opportunity featuring the National Pipeline Mapping System.

In this dynamic webinar, you'll discover how to:

- Quickly access and interpret online pipeline maps vital for planning, response, and public safety
   Request official mapping files to integrate directly into your
- agency's systems
  Unlock enhanced access to sensitive pipeline data reserved exclusively for verified public safety professionals

This training equips you with critical tools to protect your community and stay one step ahead.



October 30, 2025 12 PM MT - FREE (Virtual)

REGISTER: PIPELINEAWARENESS.ORG/WEBINARS



# LESSONS LEARNED FROM A MAJOR PIPELINE STRIKE IN WASHINGTON



#### In November 2023,

Williams Northwest Pipeline experienced a significant 3rd party line strike incident that resulted in a pipeline rupture of a 12-inch transmission lateral near Pullman, WA. The incident occurred while a farmer was installing drain tile in a leased field. This unfortunate and preventable event led to a large-scale Natural Gas service outage affecting Williams' customer Avista. Approximately 37,000 services were lost.

**Impact and Response** 

Fortunately, no one was injured during the incident. Williams Northwest Pipeline responded promptly, quickly isolated the damaged pipeline and repaired it within approximately 24 hours. However, it took several days to fully restore service to thousands of residents in the affected region. Eight utility companies from several neighboring states provided mutual aid and assisted in the restoration of service.

#### Safety Reminder

This unfortunate and preventable incident underscores the critical importance of calling 811 before beginning any work that disturbs the soil. Whether you're a farmer, rancher, contractor, excavator, homeowner, or anyone else, it's essential to ensure safety by allowing pipelines and utility companies to mark buried lines. Had 811 been called, this incident could have been prevented. Utilizing 811 not only saves lives but also prevents large-scale outages like this one.

### Key Takeaways for Public Officials and First Responders

The United States has over 2.5 million miles of pipelines, most of which are buried underground, transporting natural gas, crude oil, and other petroleum products. These pipelines, (many of which are buried in farm fields and ranches) are crucial to the nation's energy infrastructure. Pipelines are a safe and reliable way to transport energy. Preventing third party line strikes by calling 811 before you dig ensures safe and reliable transportation.

Williams, like most pipeline operators, collaborates closely with interconnected customers to prepare for such incidents. Just weeks before the event, Williams and Avista had conducted a joint mock drill exercise, which contributed to a successful and timely response. Engaging local first responders and emergency response officials in mock training drills with pipeline operators ensures the best possible outcome in the event of an actual incident.

#### **Emergency Responder Do's and Don'ts**

- Don't ever shut a valve on a transmission or distribution pipeline as doing so could make a dangerous situation worse.
- **Do** get to know your local pipeline operators and participate in joint training exercises.
- Do work together with utility operators should you have to respond to a pipeline emergency, make sure the incident is secured and perform evacuations as necessary while the operator isolates the pipeline and makes it safe.

#### Conclusion

This incident underscores the critical importance of safety and vigilance in pipeline operations especially during agricultural activities/excavations. Close collaboration between operators, farmers, excavators, and anyone else disturbing the soil is essential to maintaining safe, reliable operations and protecting communities. Williams Northwest Pipeline is dedicated to ensuring the safety and reliability of its pipeline and is continuing to work closely with local communities to prevent future incidents.



## **KNOW THE HAZARDS**

#### **PRODUCTS AND FACILITIES SAFETY** INFORMATION FOR PUBLIC OFFICIALS

## Scan here for our

**Emergency** Response Checklist

#### **NATURAL GAS**

is a naturally occurring resource formed millions of years ago because of heat and pressure acting on decayed organic material. It is extracted from wells and transported through gathering pipelines to processing facilities. From these facilities, it is transported through transmission pipelines to distribution pipeline systems. The main ingredient in natural gas is methane (approximately 94 percent).

Natural gas is odorless, colorless, tasteless and nontoxic in its natural state. An odorant (called mercaptan) is normally added when it is delivered to a distribution system. At ambient temperatures, natural gas remains lighter than air. However, it can be compressed (CNG) under high pressure to make it convenient for use in other applications or liquefied (LNG) under extremely cold temperatures (-260° F) to facilitate transportation.

#### **PETROLEUM GAS**

is a mixture of gaseous hydrocarbons, primarily propane, butane and ethane. These products are commonly used for cooking, heating and other industrial applications. They are easily liquefied under pressure and are often stored and transported in portable containers labeled as Liquified Petroleum Gas (LPG). When transported in transmission pipelines they may also be identified as Highly Volatile Liquids (HVLs) or Natural Gas Liquids (NGLs). Vaporized LPG may also be found in smaller gas distribution systems. Typically, LPG is a tasteless, colorless and odorless gas. When transported via transmission pipelines it normally will not have odorant added. Odorant is added

when LPG is offloaded to a distribution pipeline system or transport tanks to facilitate leak detection. Ethylene and propylene do have a faint natural odor like petroleum.

#### **PETROLEUM LIQUIDS**

is a broad term covering many products, including: crude oil, gasoline, diesel fuel, aviation gasoline, jet fuel, fuel oil, kerosene, naphtha, xylene and other refined products. Crude oil is unrefined petroleum that is extracted from beneath the Earth's surface through wells. As it comes from the well, crude oil contains a mixture of oil, gas, water and other impurities, such as metallic compounds and sulfur. Refinement of crude oil produces petroleum products that we use every day, such as motor oils and gasoline. Crude oil is transported from wells to refineries through gathering or transmission pipelines. Refined petroleum products are transported in transmission pipelines to rail or truck terminals for distribution to consumers. Odorant is not added to these products because they have a natural odor.

#### **ANHYDROUS AMMONIA**

is the liquefied form of pure ammonia gas. It is a colorless gas or liquid with an extremely pungent odor. It is normally transported through transmission pipelines and is used primarily as an agricultural fertilizer or industrial refrigerant.

#### **CARBON DIOXIDE**

is a heavy gas that is normally transported in transmission pipelines as a compressed fluid. It is a naturally occurring, colorless, odorless and tasteless gas used in various industries, including meat packaging,

produce, petroleum, beverage industries. Under normal conditions, carbon dioxide is stable, inert and nontoxic. However, it acts as asphyxiant when released in large concentrations to the atmosphere.

#### **ETHANOL**

(also called ethyl alcohol) is a colorless liquid that is widely used as an additive to automotive gasoline. It may be transported in buried transmission pipelines. Ethanol has a natural odor similar to gasoline and will mix easily with water.

#### **HYDROGEN GAS**

is commonly produced from the steam reformation of natural gas. It is frequently used near its production site, with the two main uses being petrochemical processing and ammonia production. Hydrogen is a flammable gas that is colorless, odorless and lighter than air. It is nontoxic, but can act as an asphyxiant.

#### "SOUR' CRUDE OIL & "SOUR"GAS

refer to products containing high concentrations of sulfur and hydrogen sulfide. Products containing little or no sulfur are often referred to as "sweet." Hydrogen sulfide (H2S) is a toxic, corrosive contaminant found in natural gas and crude oil. It has an odor like the smell of rotten eggs or a burnt match. Exposure to relatively low levels of hydrogen sulfide (500 ppm) can be fatal.

## PLANNING WITH PURPOSE: SAFE DEVELOPMENT NEAR PIPELINES

Sponsored by the Pipeline Association for Public Awareness

As cities and rural areas grow, the overlap between land development and pipeline infrastructure becomes increasingly important. With over 2.5 million miles of pipelines transporting gas and hazardous liquids across the U.S., thoughtful planning helps ensure community safety and resilience.

Development near pipelines doesn't have to be complicated or risky. With early coordination and informed planning, communities can grow safely and sustainably around vital infrastructure.

#### **Why It Matters**

Pipelines power our lives but can pose serious risks if damaged. Incidents are rare—but high consequence. Early planning around pipeline rights-of-way (ROWs) helps communities avoid future hazards and delays.

#### The Role of Local Officials

Local leaders have the authority to shape how land is used—but many don't yet consider pipeline proximity. Engaging with pipeline operators early provides key data:

- Pipeline location and product type
- Hazards and access requirements
- · Recommended buffer zones

#### Use 811 for Planning, Not Just Digging

Many states offer "planning" or "meet" tickets through 811 centers. These allow developers to consult utilities in the early design phase—before excavation begins. If your state doesn't offer this, contact pipeline operators directly through the National Pipeline Mapping System (NPMS), PAPA, or PHMSA's Community Liaison Services program.

#### Safe Development Checklist Highlights

- ✓ Identify pipeline locations with NPMS or PIMMA
- ✓ Contact operators early and often
- ✓ Include pipeline safety in zoning codes and site plans
- ✓ Educate contractors on ROW restrictions
- ✓ Coordinate with emergency responders

#### **Unified Safety**

Federal and state agencies regulate pipeline safety. Local governments oversee development. When all parties work together—developers, pipeline operators, and emergency responders—communities benefit from clarity, access, and peace of mind.

#### **Bringing Everyone Together**

Each group holds a piece of the safety puzzle. By starting with a simple call or planning ticket, we can build vibrant, protected communities together.

https://qrco.de/Land\_Use



## EXCAVATION SAFETY

### TIPS FOR PUBLIC WORKS, MUNICIPAL & COUNTY OFFICIALS

Public Works and other municipal excavation activities often require coordination with pipeline and utility companies. Encourage work crews to adopt the following critical safety steps when excavating near underground lines.



### ALWAYS CALL OR CLICK 811 BEFORE DIGGING

Call or click 811 or contact your state's One Call center at least 2-3 days before digging, grating or excavating in compliance with state law to request a "dig ticket." For large or unusual projects, request planning, design and meet tickets before starting your project. These tickets are available in most states and can be requested during the project planning phase.



## PRE-MARK THE AREA & WAIT FOR OPERATORS TO MARK LINES

Identify the excavation area for line locators by pre-marking or white-lining using white marking paint. Wait to start your job until all pipeline and utility operators mark the location of their lines or indicate "all clear."



### DIG WITH CARE & BACKFILL PROPERLY

Dig with care using appropriate hand and vacuum-digging tools near pipelines and utility lines. Backhoes, augers and other mechanical equipment should not be used to expose underground lines. Maintain temporary flags, stakes or paint marks until you have finished digging. If you expose a pipeline, a pipeline or utility representative will typically request to be onsite to inspect the pipe before you backfill and compact the soil.



#### REPORT DAMAGE OR LEAKS

If a pipeline is dented, scraped or damaged while digging or you suspect a pipeline leak, immediately leave the area and warn others to stay away. From a safe location, call 9-1-1 and notify the pipeline or utility owner. In some states, you may be required to also notify the One Call center. Do not operate mechanical equipment in an area where you suspect a leak.

AMHYOROUS AMMONTA PETROLEUM LOUIDS SOUR CRUDE OIL (H) S PE ROLLINGAS CARBON DIOXOR LYTOROGENCAS SOURCESTE LEAK, HAZARD & EMERGENCY ETHANOL RESPONSE INFORMATION INDICATIONS OF A LEAK SEE - liquid pooling on the ground SEE - a white vapor cloud that may look like smoke SEE - fire coming out of or on top of the ground SEE - dirt blowing from a hole in the ground SEE - a sheen on the surface of water SEE - an area of frozen ground in the summer SEE - an unusual area of melted snow in the winter SEE - an area of dead vegetation SEE - bubbling in pools of water HEAR – a loud roaring sound like a jet engine HEAR - a hissing or whistling noise SMELL - an odor like rotten eggs or a burnt match SMELL – an odor like petroleum liquids or gasoline SMELL - an irritating and pungent odor **HAZARDS OF A RELEASE** Highly flammable and easily ignited by heat or sparks Will displace oxygen and can cause asphyxiation Vapors are heavier than air and will collect in low areas Contact with skin may cause burns, injury or frostbite Initial odor may be irritating and deaden the sense of smell Toxic and may be fatal if inhaled or absorbed through skin Vapors are extremely irritating and corrosive Fire may produce irritating and/or toxic gases Runoff may cause pollution Vapors may form an explosive mixture with air 1 1 Vapors may cause dizziness or asphyxiation without warning Is lighter than air and can migrate into enclosed spaces **EMERGENCY RESPONSE** Avoid any action that may create a spark Do NOT start vehicles, switch lights or hang up phones Evacuate the area on foot in an upwind and/or uphill direction Alert others to evacuate the area and keep people away From a safe location, call 911 to report the emergency Call the pipeline operator and report the event Wait for emergency responders to arrive Do NOT attempt to close any pipeline valves Take shelter inside a building and close all windows

The majority of these products are naturally odorless and only certain pipeline systems may be odorized. Odorant can also fade or be scrubbed out when leaking products migrate through soil.

Sheltering in place is an alternative to evacuation when the products are toxic or the risk of fire is very low. Refer to "Shelter-In-Place or Evacuate" Guidance Document provided online at: https://qrco.de/Evacuation\_Shelter

## SAFETY IS NOT OPTIONAL: A MESSAGE TO LOCAL GOVERNMENTS ABOUT WORKER SAFETY NEAR PIPELINES

By Billy Cleveland, Owner, Dynasty Construction, and Member of the Mississippi Underground Facilities Damage Prevention Board

As cities and counties expand broadband, utilities, and infrastructure projects, more municipal workers and local contractors are working near pipelines and underground utilities. Whether employees are part of a public works team or contracted to support a community project, their safety must be non-negotiable.

Billy Cleveland, a seasoned HDD professional and safety advocate, reminds us that safety isn't something that begins when the workday starts—it begins before anyone sets foot on the job site.

"Daily safety meetings and weekly trainings were essential to ensure our reputation for getting the job done safely and on time. We believed safety was, and is, a personal responsibility of each person on the job site."

For local jurisdictions, this level of care starts with preparation and continues with consistent safety practices. It includes clear communication with contractors, alignment on responsibilities, and strong enforcement of safety standards.

"My conviction is that you don't start thinking about working safely and protecting one another when you arrive at the job. It is something we expect our employees to have when they get up to start the day. Arriving safely at the job site is just as important as working safely at the job site."

#### Local Policy Tips to Strengthen Worker Safety

- Include safety clauses in RFPs and contracts: Require documentation of 811 calls, safety plans, and utility coordination
- Develop a pipeline safety protocol for city staff that mirrors best practices in utility construction
- Partner with pipeline operators and utility locators for annual training sessions
- Designate a safety liaison within public works or emergency management to oversee excavation projects near pipelines
- Utilize 811 Day (August 11) and Safe Digging Month in April to conduct community outreach, contractor education, and hands-on demos

"Contractors want to make a good living, and we are doing what we like to do. Most of our employees become our friends and extended families. I would never ask them to do anything that risks their health or their lives."

Local governments and emergency officials can play a pivotal role in reinforcing safe work environments. Worker safety near underground infrastructure isn't just about compliance—it's about community care and leadership.

"We want them to respect all underground utilities, to look out for one another, and to set a safety standard that teaches everyone around them the importance of making good choices."

#### Quick Safety Checklist for Cities & Counties

- 1. Call 811 before any excavation begins
- 2. Require pre-job safety meetings for city workers and contractors
- 3. Ensure all facilities on the One Call ticket are located and marked
- 4. Stop work if a utility is not marked or unclear—call 811 and/or the operator
- 5. Provide basic pipeline awareness training to all field staff
- 6. Require PPE and sitespecific safety plans on all excavation sites
- 7. Make utility maps accessible to public works teams and emergency responders





## WHEN EVERY SECOND COUNTS: NAVIGATING THE TOUGHEST CALL IN PIPELINE EMERGENCIES

An Interview with HAZMAT Expert and Retired Fire Officer, Mike Callan

When disaster strikes and hazardous materials are released from a pipeline, emergency responders must make a critical decision: Should people evacuate or shelter in place? It's a choice that can mean the difference between safety and tragedy—and it must be made quickly, often with limited information.

To help guide emergency officials and the public through this complex terrain, we sat down with Mike Callan, a former emergency responder and current emergency response trainer and consultant. With decades of experience on both sides of the pipeline—working with operators and first responders—Mike offered candid insights into the realities behind one of the hardest decisions in emergency response.

"If you tell people to run and they get hurt, they'll likely still say you did a good job. But if you tell them to stay and they get hurt, you're in trouble." —Mike Callan

#### The Weight of the Decision

Mike shared that the choice to evacuate or shelter-in-place often boils down to two core hazards: **energy** and **exposure**. If there is a threat of explosion or fire—a high energy hazard—evacuation may be necessary. But if the threat is a toxic gas that could disperse in the air, sheltering-in-place may be the safer option, especially if evacuating would increase exposure.



#### **Key Factors to Consider**

Emergency officials must consider several elements before making the call:

- Wind direction: Always stay upwind of a release if possible.
- Topography: Low-lying areas can trap gas clouds; responders must understand the landscape.
- Chemical properties: Some substances, like hydrogen sulfide or anhydrous ammonia, have strong odors that can warn of danger, but their concentration and behavior can be unpredictable.
- Adequacy of shelter: Not every building offers the same protection. Knowing which structures can truly provide safety is essential.

Mike emphasized the importance of preplanning: "You need to know the pipelines in your community, what's in them, and who to call."



DOWNLOAD:

Critical Information for Emergency
Preparedness:
https://qrco.de/Emergency\_Preparedness



## WHEN EVERY SECOND COUNTS: NAVIGATING THE TOUGHEST CALL IN PIPELINE EMERGENCIES

**Clouds and Odors: The First Clues** 

...continued from page 11

Upon arrival, visual and sensory cues are critical. "Clouds are bad. Colored clouds are worse," Mike said, noting that visible vapor often indicates a sizable release. Odors—especially those with added warning agents like mercaptan in natural gas—can be a helpful indicator but should never be the sole factor in decision—making. Other odors are difficult because the public truly doesn't understand odors. "Very often we responded to the 'odor of Carbon Monoxide (D)' when technically, CO has no odor. But odors are important. It maybe the first clue, paraphrasing a warning, 'If you smell something, tell someone."

#### 1 The Role of Communication

Perhaps the most powerful insight Mike shared was the importance of clear, trusted communication. "Communication leads to cooperation. Cooperation leads to coordination."

First responders are the voice the public trusts in crisis. Having a police officer or firefighter at the door advising shelter-in-place carries more weight than a company representative, especially in moments of fear.

He also emphasized the value of drills and tabletop exercises. "If I know the guy's name, I'm in good shape," he said, advocating for ongoing relationship-building between responders and operators.

#### 2 Training and Tools

Understanding monitoring tools—like meters that measure parts per million—is crucial. But as Mike pointed out, it's not enough to have the tools; responders need to know how to interpret them and make rapid decisions based on what the instruments are saying.

#### 3 Lessons from the Past, Tools for the Future

The concept of sheltering-in-place gained national attention after a deadly ammonia release in Texas, where those who stayed in their cars survived. Mike reminded us that history offers critical guidance, and each incident adds to the collective wisdom.

As Hydrogen and Carbon Dioxide (CO2) pipelines expand across the U.S., responders will face new challenges. That's why proactive training, strong local relationships, and practical experience are more vital than ever. Hydrogen is lighter than air and flammable, CO2 is heavier than air and an asphyxiant.

#### **Moving Forward**

Train together, communicate openly, and never forget that every emergency starts small. It becomes a disaster only when the response fails to match the moment.

811 811

**Primary Responsibility:** Coordinates pipelines/utility line locating and marking prior to excavation projects

**During Emergencies:** Can alert operators who are near but not directly involved

**Contact Instructions:** Call prior to excavating, grading or ditch clearing and to comply with damage reporting requirements



**Primary Responsibility:** Coordinates pipeline emergency notifications and initial response actions

**During Emergencies:** Can access pipeline maps, pipeline product information and pipeline emergency contact information

**Contact Instructions:** Call 911 immediately and notify the pipeline operator if you suspect a pipeline leak or witness intentional damage or pipeline vandalism

# UTILITY SAFETY



Pipeline Association for Public Awareness pipelineawareness.org/247safety



#### **Aerial Patrols**

Operators regularly survey their pipeline rights-of-way from the sky

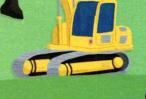


#### **Ground Patrols**

Operators monitor their pipelines from the ground and respond to potential issues along their rights-of-way



Communicating with Neighbors Operators regularly communicate with the community and their customers about safety around their pipelines and facilities



#### One Call

One Call centers communicate with utility locators after a One Call ticket has been submitted so appropriate utilities are properly marked before excavation



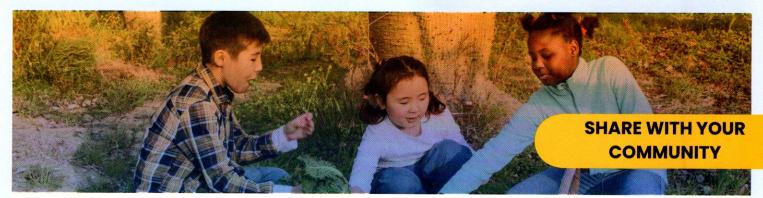
Technology allows operators to monitor their utilities from the inside out



**Pipeline** Integrity

Pipelines are rigorously inspected and tested to ensure they are operating safely. Pipeline pressure, movement, vibration, and temperatures are analyzed

**Preventative** Maintenance If in-line inspections identify anything abnormal, pipelines are exposed, examined, and if necessary, repairs are made



## PIPELINES IN YOUR COMMUNITY

Gathering, transmission and distribution pipeline networks safely transport natural gas, gasoline, crude oil and other energy products across the country and to homes and businesses in your community. Gathering lines transport natural gas and other energy products from production sites to processing facilities and connect to transmission lines that carry energy products from one part of the state to another and across the country. Distribution lines are located throughout communities and connect to homes and businesses.



#### PIPELINE MAPS

Use the National Pipeline Mapping System, npms.phmsa.dot.gov/ or Pipelines Nearby pipelinesnearby.org to learn more about the pipelines in your community. Pipeline and utility operators also maintain maps of their pipeline system.



#### **PIPELINE MARKERS & METERS**

Pipeline markers and gas meters identify the general location of underground pipelines. Markers include the pipeline operator's name, emergency number and product transported. Some but not all distribution lines are identified by pipeline marker signs including curb markers. Gathering lines are generally located in rural areas and may or may not be identified with permanent pipeline markers.



#### SUSPECT A PIPELINE LEAK?

If you suspect a pipeline leak, leave the area, call 9-1-1 and notify the pipeline or utility operator. Do not operate any device that might cause a spark near a pipeline leak.

#### Signs of a leak can include:

- Smell of "rotten eggs" (if odorant is added) or a chemical smell
- Hissing, whistling, or roaring sound near pipeline or gas appliance
- Sheen on water or continuous bubbling, dying vegetation, dirt spraying in air



#### **KEEPING PIPELINES SAFE**

Pipeline and utility operators protect underground lines and host communities through employee training, regular maintenance and testing, corrosion protection, system monitoring, cybersecurity protocols and inspections to check for leaks or other damage. Operators also conduct regular maintenance activities within the pipeline easement, including mowing, trimming and tree removal. Pipeline Integrity Management plans are available for review and outline an operator's ongoing safety and maintenance activities.



## EMERGENCY RESPONSE COORDINATION

A pipeline leak can ignite or contaminate water or soil. While first responders secure the area, assess the scene and respond to immediate medical and safety needs, pipeline and utility personnel will restrict the flow of gas or other products and will take action to minimize the impact of the emergency and protect the public. Public safety personnel should not attempt to operate pipeline valves.



## ALWAYS CONTACT 811 BEFORE DIGGING

Call or click 811 to request a "dig ticket" at least 2-3 days before starting work in compliance with state law. Wait until all lines are marked and dig with care using non-mechanical tools near underground lines. If a pipeline is damaged, immediately report the damage from a safe location. For more information, visit clickbeforeyoudig.com or call811.com.



This page is available in English, Vietnamese, Mandarin Chinese, Spanish, Russian, and Tagalog.

https://qrco.de/Community\_Pipe





## PIPELINE MARKER **ANATOMY**



REMINDER THAT SIGNS ARE PROTECTED BY FEDERAL LAW



WARNING TO WORK NEAR **PIPELINES WITH EXTREME CAUTION** 



NAME OF PRODUCT TRANSPORTED



NAME OF THE PIPELINE OPERATOR



**EMERGENCY PHONE NUMBER** 



REMINDER TO ALWAYS CALL OR **CLICK 811 BEFORE DIGGING** 



#### WHAT TO KNOW

- · Pipeline markers vary in size, shape and color, but always include common information about the pipeline or utility line.
- · Pipeline markers do not identify the exact location, depth or number of pipelines in the area.
- Pipelines do not always run in a straight line between markers.
- · Pipeline markers are located along transmission pipelines, but they may not be located continuously along gathering or distribution lines.
- · Pipeline markers are not typically used to identify the location of natural gas service lines that connect directly to homes or businesses.
- Pipeline markers are protected by federal law, and intentionally damaging or removing one can result in a fine.
- Report missing or damaged pipeline markers to the pipeline operator so they can be replaced.

## **REQUEST INFO**

We want to hear from you. Contact us online or by email to request additional information from pipeline companies. Your request will be forwarded to all pipeline member companies operating facilities in your state/county.

#### ONLINE

pipelineawareness.org/request-info



admin@pipelineawareness.info



### **FEEDBACK**

Complete a short survey and tell us what you found useful in this publication and any topics you'd like us to include in the future. https://qrco.de/2025-survey



Pipeline Association for Public Awareness

## SAFETY TOOLKIT



Share social media posts to educate your community on how to live and work safety near critical pipelines in your community: https://grco.de/social\_share



#### **SAFETY TIP:**

Integrate utility safety awareness into community outreach programs, educating residents on the importance of 'Call Before You Dig' and fostering a culture of shared responsibility for utility protection.

#### ONE CALL LAW UPDATES

State-specific One Call laws outline requirements for notification systems and set standards for locating and marking pipelines and underground facilities. This guide, produced by the Pipeline Association for Public Awareness, includes updates on laws in 25 states.



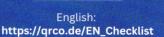
#### https://qrco.de/One\_Call\_Law

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#### PRE-EXCAVATION CHECKLIST

Download in English or Spanish for projects near pipelines.







Spanish: https://qrco.de/SPA\_Checklist

Well-maintained green spaces and strategically placed fuel breaks within urban areas can help slow fire spread and provide safer zones for firefighters. In addition, extreme fire weather such as high winds during dry and hot conditions makes it easier for wildfires to burn in urban areas. The Marshall Fire in Colorado in December 2021 burned through houses and businesses in the suburbs outside of Boulder due to sustained winds of 60 to 100 mph coupled with six months of drought. It is critical that public officials stay informed on current weather and issue alerts when red flag fire conditions or high winds are forecasted.

Heavy smoke in urban wildfires can severely impact visibility, complicating evacuation efforts and hindering aerial support. Power outages can disrupt essential services and potentially affect pipeline monitoring and control systems. Robust communication protocols between emergency responders, utility operators, and public officials are vital to ensure a coordinated response. Knowing the location of underground pipelines before any excavation during or after a fire event is paramount to prevent accidental damage in the chaotic aftermath.

#### Urban residents and businesses also have a crucial role in wildfire preparedness, including:

- Maintaining clear defensible space around their properties
- Having emergency preparedness kits
- Understanding evacuation plans are essential

Public awareness campaigns spearheaded by local officials can educate the community about wildfire risks in urban settings and the importance of reporting overgrown vegetation or potential hazards.

For public officials, emergency responders, and utility operators, joint training exercises that simulate urban wildfire scenarios near pipeline infrastructure can significantly improve coordination and safety. Pipeline operators can provide essential information about their facilities, emergency procedures, and potential risks.

Wildfire preparedness in urban environments demands a proactive and collaborative approach. We can collectively protect our urban communities and vital pipeline infrastructure from the growing threat of wildfire by:

- Implementing effective vegetation management policies
- Fostering clear communication between all stakeholders
- Prioritizing pre-incident planning

Joe Wertz and Veronica Penney, We Now Know Lightning Didn't Spark the Marshall Fire, But Not Much Else is Publicly Known About the Investigation, Colorado Public Radio, January 26, 2022, https://www.cpr.org/2022/01/26/marshall-county-cause-investigation-boulder-county/



**DOWNLOAD:** Critical Information for Emergency Preparedness: https://qrco.de/Emergency\_Preparedness





#### **BEST PRACTICES: UNDERGROUND SAFETY & DAMAGE PREVENTION**

The Common Ground Alliance provides free access to best practices for underground safety and damage prevention. Download a copy at: https://qrco.de/BP\_CGA





#### ONE CALL REQUIREMENTS

Download a summary of One Call requirements for all states at: https://qrco.de/One\_Call\_Law

