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TOWN OF LUDLOW

Town of Ludlow, Massachusetts  
Office of the Select Board

**AGENDA**  
**SELECT BOARD**  
**Select Board's Conference Room**  
**March 3, 2026**  
**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.*

5:30 P.M. – CALL TO ORDER/PLEDGE OF ALLEGIANCE

5:30 – 5:45 P.M. – PUBLIC COMMENT

**VISITATION**

5:45 P.M. – Mark Rabinsky, Mass DOER – Green Communities & Stretch Code Presentation.

6:15 P.M. – Judy Breault – Pond Committee Update.

**CORRESPONDENCE**

26-023 Ludlow Community Center – Notification of donations raised for the 75<sup>th</sup> Anniversary Campaign was \$91,556.34.

26-024 – MMWEC – Pipeline Safety Public Awareness Program.

26-025 Elaine Hodgman – Letter of resignation from the Celebrate Ludlow Committee.

26-026 Historical Commission – Notification of reorganization.



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**NEW BUSINESS**

Town Administrator to present FY27 Budget proposal.

Board to approve and sign minutes from Select Board Meeting of February 17, 2026.

Board to discuss and possibly vote to authorize \$3,485 in Building Infrastructure Funds for Town Hall flooring.

Board to approve MIIA Wellness Grant for the Police Department in the amount of \$3,367.

Board to sign contract with Retrofit for remaining FY26 Munis support.

Board to discuss and possibly vote to approve Town Administrator's request to carry over one (1) week of vacation.

Board to discuss and possibly approve Contract Signing Policy.

**TOWN ADMINISTRATOR'S REPORT**

**BOARD UPDATES /MISC**

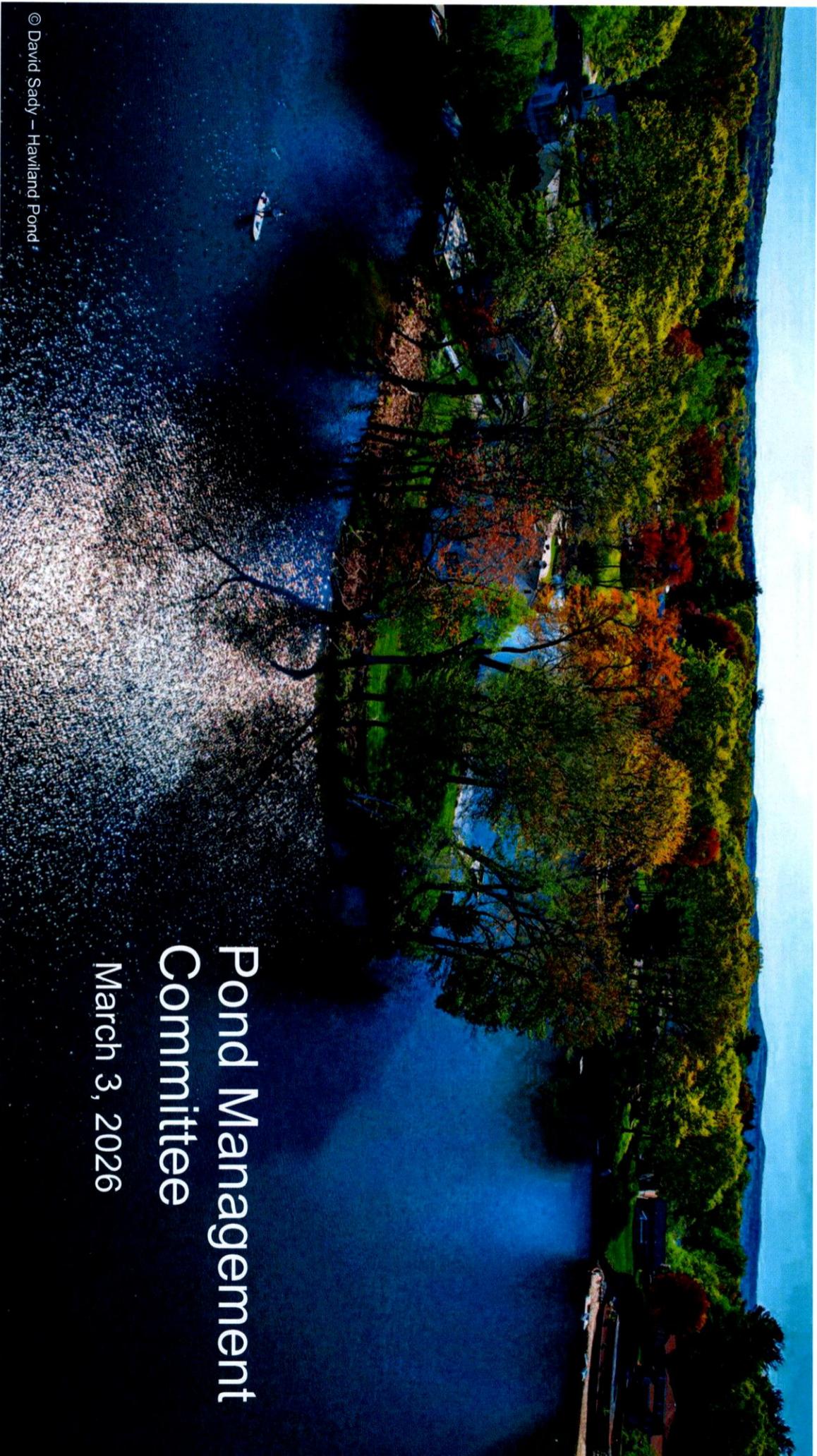
Chairman to approve and sign all bills, warrants and abatements. A record of all warrants is in the Select Board's office for perusal until provided to the Town Accountant's office.

Event Calendar:

March 20 – Ask Your Animal Control Officer (ACO) at the Ludlow Senior Center.

March 23 – Town Election.

*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.*



**Pond Management  
Committee**  
March 3, 2026

© David Sady – Haviland Pond

## Mission Statement

*We are a group of caring residents focused on creating a better tomorrow*

*by monitoring, improving and sustaining*

*the ecosystem within our ponds while providing ongoing education for residents and visitors to*

*continue to improve the quality of our natural resources*

# Agenda

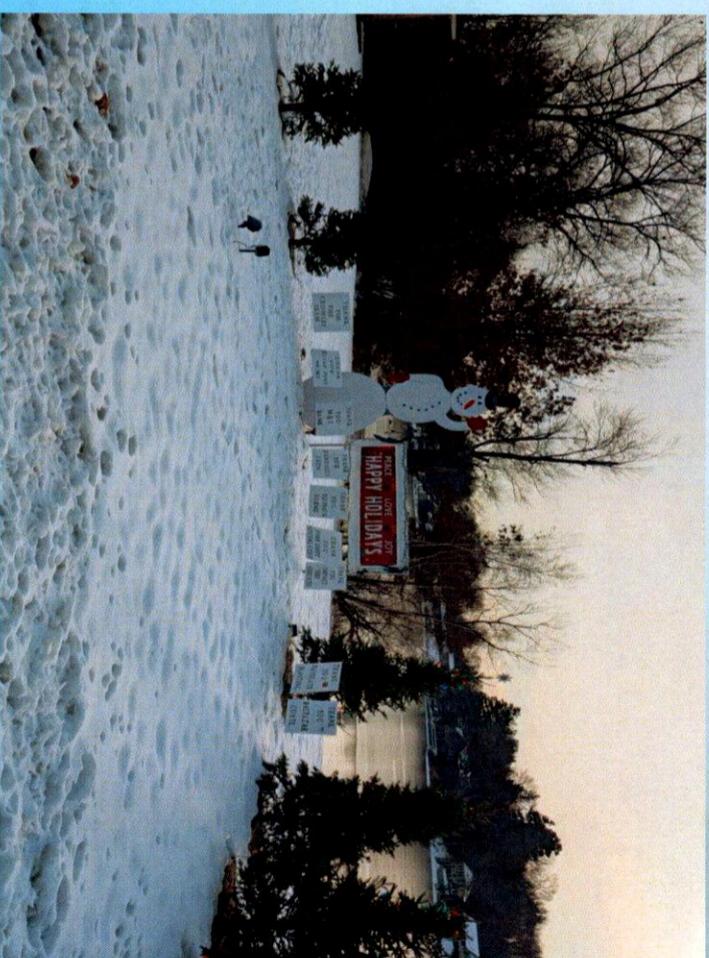
- Welcome to our newest member - Linda
- 2025 Year-End Summary
- 5 Year look back
- 2026 Planning
- Funding Request

## 2025 Year End Summary

- **Haviland Pond** – Excellent condition – one invasive species – Purple Loosestrife – 2026 treatment opportunity
- **Harris Pond** – Good condition – one water chestnut plant! Densities of pondweed reduced allowing more open water space. Very low water level – need to address the dam in 2026
- **Alden Pond** – Invasive Milfoil removed – maintenance treatment recommended for 2026
- **Murphy Pond** – Massive, dense weeds were nearly eliminated with 2025 treatment and allowing open water areas. Low water levels due to lack of rainfall. Follow up treatment recommended for 2026
- **Minechoag Pond** – Significant dense weed growth continues. Due to possible protected plant species, treatment has been delayed. The Pond Committee continues to pursue avenues to obtain required permit for treatment

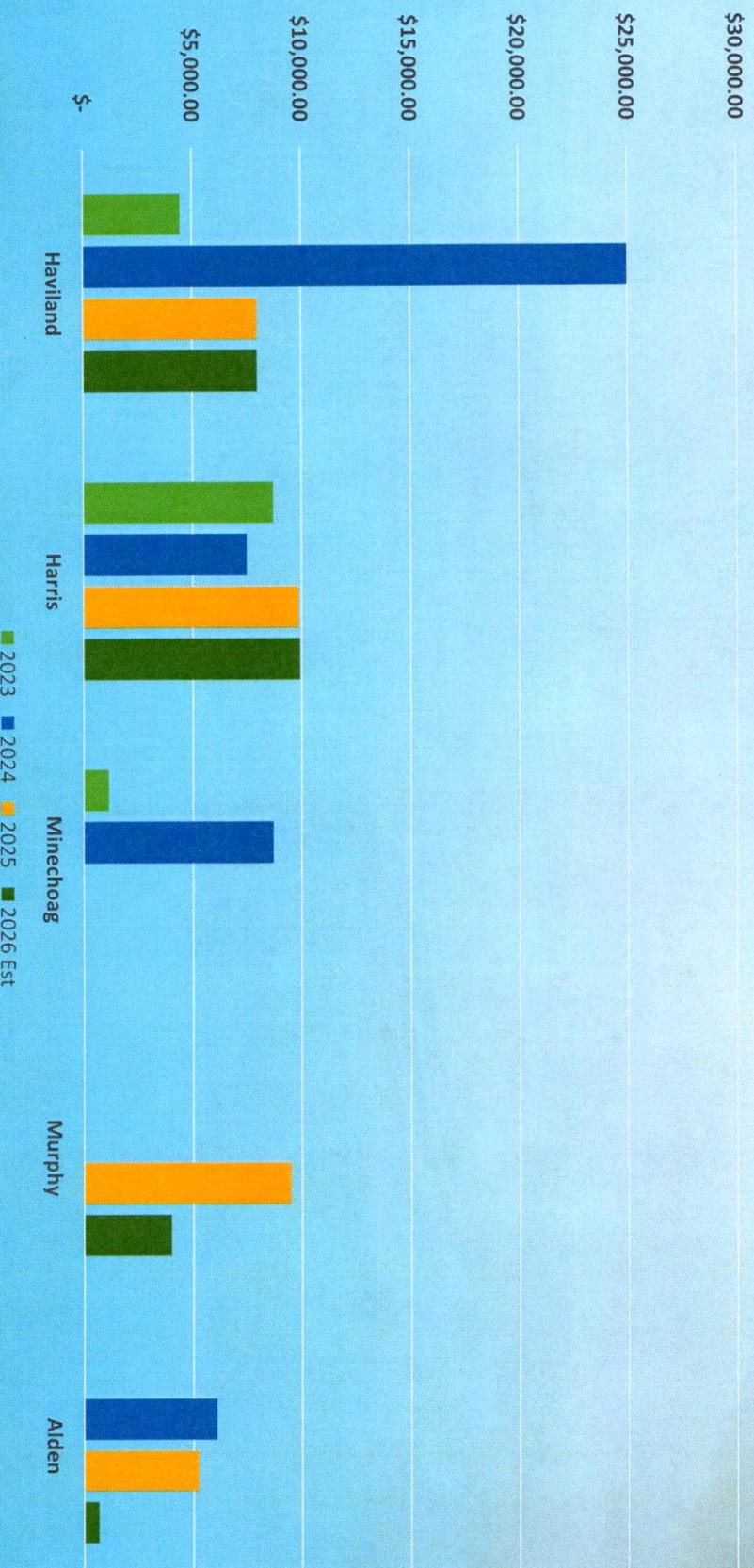
## Haviland Pond Decorating

- Great Positive feedback for the festive atmosphere on Haviland Pond
- Nine Sponsors this year!
- Special thanks to Bud Ellison from LFD for assistance with tree purchases and lighting setup
- Thanks to our volunteers; Julie and Ted Markiewicz, Andrea and Mario Morton and Al Tomlinson



Total Spend: \$94,293.00

# Yearly Investment Per Pond



# 2026 Funding Request

- Total Request: \$29,000
- Donations to support Pond Committee Initiatives
- Combination of Budget Allocation and Donations

## 2026

- \$23,000 to fund treatment plans for Haviland, Harris, Murphy and Alden Pond
- \$6,000 to fund pond survey of Wade Pond (Westover Golf Course)
- Retain \$15,000 from 2025 budget to continue to pursue Minechoag Pond treatment options

## Funding Ideas

- Yearly Budget Allocation?
- Grants – not many options/not experienced
- Donations – is this allowable without creating 501(c)(3)

# Committee Members

Judy  
Breault

Julie  
Markiewicz

Tricia  
Kwasiborski

Elaine  
Hodgman

Tony Vital

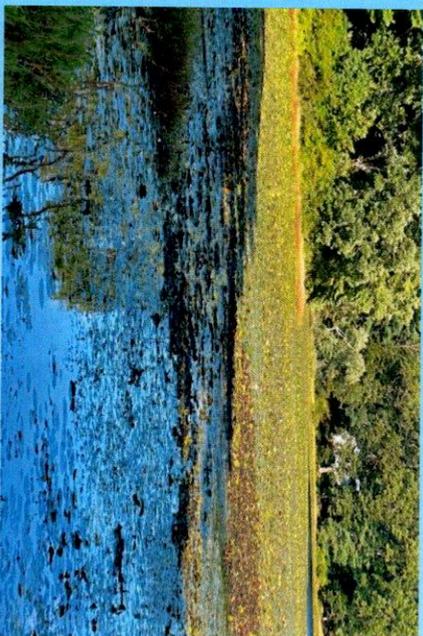
Bill Simons

Stephen  
Rourke

Linda  
Nawracaj

Anna Vital

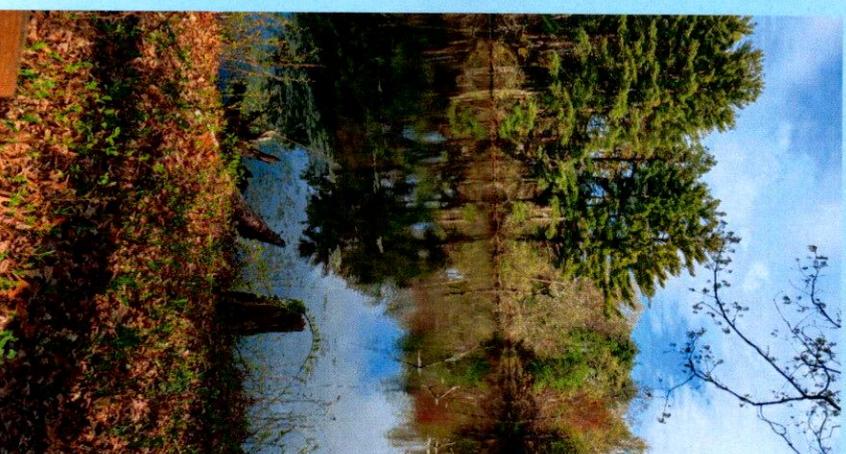
Minechoag Pond



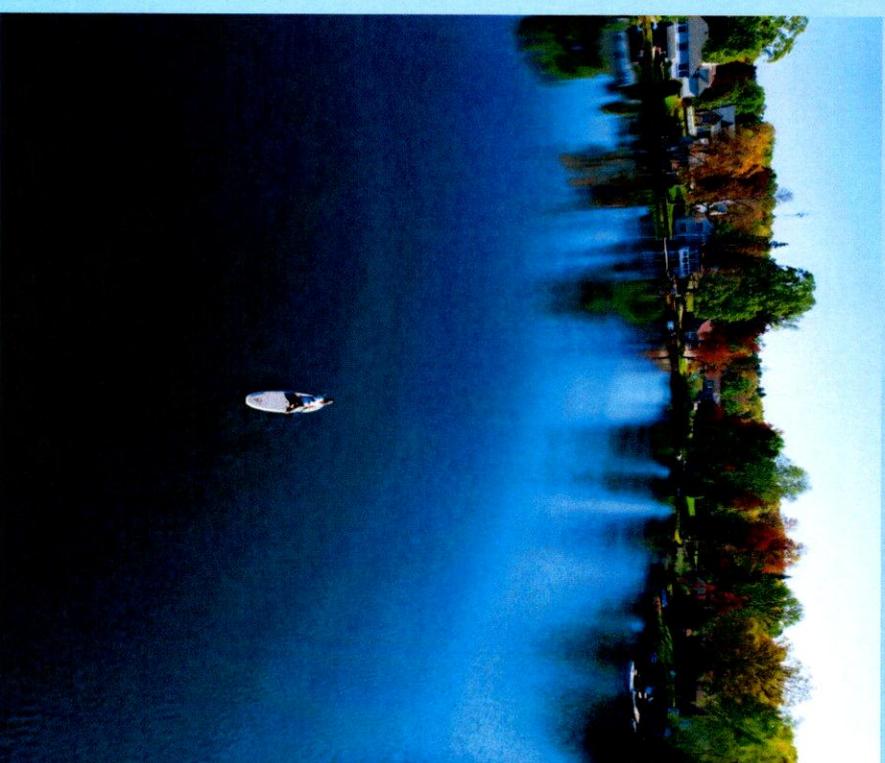
Murphy Pond



Harris Pond



Haviland Pond (David Sady)





**LUDLOW COMMUNITY CENTER  
RANDALL BOYS & GIRLS CLUB**

RECEIVED

FEB 13 2026

SELECT BOARD  
LUDLOW, MA 01056

Town of Ludlow - 250th Committee  
Marc Strange  
488 Chapin Street  
Ludlow, MA 01056

Dear Marc,

For 75 years, the Ludlow Community Center/Randall Boys & Girls Club has been a safe haven, a place to learn, and a cornerstone of our community. Since opening our doors, we have grown, adapted, and served our community through decades of change. Your support is a direct investment in the future of the people in our area and helps ensure that the Club remains a vibrant place for youth, teens, adults, and seniors to play, explore, learn, make friends, and grow. As we celebrate this incredible 75th-anniversary milestone, we are writing to express our deepest gratitude for your generous donation to our 75th Anniversary Campaign.

Our Campaign has been a remarkable success, and it is all thanks to supporters like you. When we launched this campaign, we hoped to raise \$75,000. Your donation has helped make that hope a reality. We were able to successfully raise \$91,556.34.

Your support is more than a donation — it is an investment in the next chapter of our story. You are a valued part of our close-knit community, and we are honored to have you with us on this journey. **Thanks to your generosity, we were able to purchase an electronic scoreboard & timing equipment system for the Aquatics Department, new mirrors, sinks, cabinets and countertops for the Art Room and the three Preschool Classrooms, enlarge the sandbox and build a gazebo for the sandbox in the playground, purchase a new bench press and massage chair for the Fitness Center, and install a new pool table, air hockey table, and foosball table in the Game Room.**

As we reflect on our past achievements and dream of the future, we are so grateful to have you as part of our Club family. Thank you for being a vital part of our journey and for helping us write the next chapter of Ludlow Community Center/Randall Boys & Girls Club.

Thank you for being part of our legacy and our future.

With gratitude,

Josue Irizarry  
CEO/President

Cristina Jardine  
Director of Development

**P.S. We hope you will enjoy the enclosed picture-frame magnet as a small token of our appreciation for your support of the Club's 75<sup>th</sup> Anniversary celebration!**

**Ludlow Community Center/Randall Boys & Girls Club**  
91 Claudia's Way Ludlow, MA 01056  
[www.ludlowbgc.org](http://www.ludlowbgc.org)



February 12, 2026

Ludlow Board of Selectmen  
488 Chapin Street  
Town Hall 3<sup>rd</sup> Floor  
Ludlow, MA 01056

Dear Selectmen:

The Pipeline Safety Improvement Act of 2002, passed by the U.S. Congress in December 2002, requires, among other things, that natural gas transmission and distribution companies provide specific pipeline safety information to members of the local community, including property owners, public officials, emergency response officials and contractors. The information is to be provided through a “Public Awareness Program”, as described in regulations associated with the law.

This letter - and the materials included with it – provides an annual reminder to Ludlow’s Elected and emergency response officials about MMWEC’s Public Awareness Program. Included with this letter are some of the materials that MMWEC has sent to Ludlow Police, Fire and DPW officials and people living, working and/or owning property on or adjacent to MMWEC’s natural gas pipeline which is registered with the National Pipeline Mapping System. Specifically, this package contains, a map showing the approximate location of the MMWEC pipeline, a brochure that addresses pipeline safety issues, and a “refrigerator” magnet containing the toll-free number for Dig Safe. Ludlow emergency response officials also are provided a more detailed map of MMWEC’s pipeline route showing specific road crossing locations.

MMWEC is providing this information as part of its Public Awareness Program, which is intended to ensure that people living or working near the MMWEC pipeline:

- Know that the pipeline exists and approximately where it is;
- Are aware of basic natural gas pipeline safety information; and
- Know who to contact if they have questions or if there is an emergency.

The program also emphasizes the importance of the Dig Safe one-call system that property owners and contractors must use prior to digging or excavating, which includes such seemingly innocent activities as planting shrubs and installing fence posts. Many property owners currently are not aware of these requirements. The Dig Safe system is free of charge to all users. It is required by law that anyone planning to dig must contact Dig Safe three business days prior to the work. During those three days, utilities such as MMWEC, Eversource Gas of Massachusetts, Eversource (Western Mass Electric Co.), Verizon, etc., will visit the site of expected excavation and mark the location of their respective utilities. Only then will it be safe to perform the anticipated digging activities.

Using the Dig Safe service is widely recognized as the best way to ensure the safety of the general public is maintained at the highest possible level and there are no disruptions in local utility service. As we say in the brochure: "It's Free, It's Safe, and It's the Law."

Please note the national phone number for Dig Safe, 811 that should make Dig Safe calling and reporting easier and more consistent across the United States.

MMWEC installed – and continues to operate and maintain – a natural gas pipeline that safely and reliably transports fuel to its Stony Brook Power Plant. Although many safety features have been designed and built into the pipeline, the Pipeline Safety Awareness Act recognizes that it takes a total community effort to ensure the safest possible environment for all that live and work near gas pipelines. The MMWEC Public Awareness Program is intended to develop public awareness and understanding of safety issues, thereby improving the level of public safety.

MMWEC is also willing to meet with Ludlow elected officials to further explain the "Public Awareness Program" and to answer any questions related to this important safety information.

If you have any questions or would like to schedule a meeting, please contact Louis Gilli of the MMWEC Engineering Staff at (413) 308-1259.

Sincerely,



Jason Viadero  
Director, Engineering and Generation Assets

**Amy Kurtz**

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**From:** Elaine Hodgman <elainehodgman@aol.com>  
**Sent:** Sunday, February 22, 2026 2:24 PM  
**To:** Amy Kurtz  
**Subject:** EXTERNAL:Celebrate Ludlow Committee

**EXTERNAL EMAIL WARNING**

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

Hi, Amy,

I received the letter regarding Celebrate Ludlow Committee, which Linda had you send out.

Sadly, I will be resigning from the Celebrate Ludlow Committee, effective immediately.  
Please let me know you received this email.

Thank you,  
Elaine



LUDLOW HISTORICAL COMMISSION

TOWN HALL

488 Chapin Street

Ludlow, Massachusetts 01056

February 26, 2026

Mr. Manuel Silva, Chair  
Ludlow Select Board  
488 Chapin Street  
Ludlow, MA 01056

Dear Mr. Silva,

The Historical Commission at its February 25, 2026, meeting voted to reorganize. The Historical Commission elected Brian D. Bylicki as Chair, James "Chip" Harrington as Vice Chair, and Karen Pilon as Secretary.

Sincerely,

Brian D. Bylicki, Chair  
Ludlow Historical Commission

c: Kim Batista, Ludlow Town Clerk



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

The Meeting of the Select Board held on Tuesday, February 17, 2026, began at 5:30 p.m. in the Select Board's Conference Room.

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

Members Absent: Anthony Alves

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.

5:30-5:45 P.M. – PUBLIC COMMENT

**VISITATION**

5:45 P.M. – Nuisance Dog Hearing – Silva – 41 Crest Street

Mr. Strange: Octavia is working with the owner of the dog to rehome the dog, but they didn't want to surrender, because then it would have to stay overnight in the kennel and as caring pet owners, they wanted to avoid that. So, Octavia said that it was okay for them to keep it in the home. She asked to give her three weeks to find another home for it so we're going to put a placeholder on for the March 17<sup>th</sup> meeting to revisit.

6:15 P.M. – PVPC – Public Hearing for the Performance/RE-Programming of the FY22/23 Ludlow Community Block Development Grant and FY26 Application.

**Motion made by Mr. Rosenblum** to open the Public Hearing for the Performance/Re-Programming of the FY22/23 Ludlow Community Block Development Grant and FY26 Application at 6:16 P.M. **Mr. Gennette second. All in favor. Motion passed 3-0.**

Ms. Maroney: Sarah Maroney, Pioneer Valley Planning Commission. I've met a couple of times now. So, I'm working on the FY22/23. We're both here tonight because Evan is working on the FY26 and so we figured we would tackle it all just in one hearing tonight. So, the first item I want to do is give you a quick update on the performance and status of the 22/23 Robert Street neighborhood project. We are at a stop for the winter right now. I'm speaking with the contractor in the next week to already start thinking about the spring schedule. So, what's happened so far in the project is on Marie Street all the drainage and the water on Marie Street and any sewer has been completed all the way to the corner of Marie and Robert Street. In the spring, once everything is thawed out, once we can get back in, and Springfield Water & Sewer approves, we're gonna start the same process over on Carol Street and that'll come right in again right around the corner on Robert Street. And then once all of that drainage, water, everything's done on that, pavement reclamation will happen on both of those streets and kind of get a little bit into Robert Street but not cover the entirety of that street just due to the current grant and the current budget. All of that is on track to be completed. Everything so far has been going well. We've been working closely with Springfield Water when it comes to the water since they own that and then on the ground, I know that the contractor was there everyday kind of if any residents had anything going on for there. I believe we made it through with no water breaks. Nothing for the freeze because

we had that one surprise freeze right at the end and we made it through, thankfully. So, we'll see how the spring, I'm really hopeful depending on if this two feet of snow melts this year, we'll be able to start back up in April. So, my hope is we'll be able to get back out there mid-April to get the contractors working again and have this completed, this portion of it completed by kind of the beginning of summer. So, really the end of June is the goal. That's technically when the grant ends right now. If we have to do an extension, we'll talk about that and kind of see, work with Marc when it comes to that. That is the update and kind of the current performance. The other piece of that is looking at the current performance the engineer Weston & Sampson, Bill and I have been looking at numbers. So, Goncalves is the contractor right now and they actually bid pretty low. So, the project was originally at 742,500 for construction and Goncalves came in at 541,598. They caught a couple small change orders. I foresee a couple more small change orders as happens in these projects in the spring, but we could be looking at 200,000 give or take between 150 and 200,000 remaining funds that could be utilized to either continue work on this project. That's typically the easiest way to use and reprogram funds that are attached to a current open grant. Or if you'd like to explore other options you could explore other options. It would just take a little bit longer to utilize those funds. One area that was identified by the engineer and the contractor already is I brought my little map highlighted. So, right now you'll have pavement on Marie Street, and you'll have pavement on Carol Street. But you're going to have a gap right here in the middle of Robert Street. And then you're also going to have a gap right here on Chmura Street because I know they're all really connected with drainage and everything. There's still room for improvement on Chmura to have a couple more dry wells put in here. I believe the engineer said that he would recommend four more dry wells. So, Carol, Marie and Robert. So, Chmura and Robert, they have opportunities there. From the engineer he thinks that it would be, looking from the aerial we wouldn't touch water, we wouldn't touch sewer. It would be the sewer there from the DPW said is fairly newer. Water is fairly newer. It's not connected but if you were to dive into that, that could really lengthen the project to close that gap. But if you were to look at just adding drainage and really kind of finish the reclamation of the pavement on Robert and Chmura then you'd be looking in the range that you have available with the construction. He's estimating that it would be around 151 give or take pending bidding amounts. Pending what everything looks like in the spring. You would have enough if you wanted to reprogram the funds to really kind of bring that section together because Goncalves came in so low.

Mr. Gennette: And they could add the dry wells?

Ms. Maroney: And they could add the dry wells. So, what that would benefit is you're still getting a lot of runoff coming down Chmura onto Robert Street area. We're capturing a lot of it in those two corners but you're still going to miss some of that runoff coming down. So, this would allow us to add in. It wasn't included in the original plan cause they didn't think they would have enough and then these bids came in so low. So, you'd have enough to really capture any of that other runoff coming from Center Street down Chmura on to Rober Street to help.

Mr. Silva: So, the funds are really for that purpose. I don't know that we can move those funds to do anything else other than.

Mr. Gennette: It's a use it or lose it situation with the funds?

Ms. Maroney: It is. It's a yes and no. So, the grant does have an end date. You can reprogram funds, technically you can reprogram funds for anything that falls under CDBG. It would go through the process. So, if you wanted to explore another area of engineering or another area of what this grant would qualify. We would essentially go through doing a new application and sending it to HLC for approval. So, depending on what that was, it would be possibly including income surveys, it would be looking at other items. So, this is your fastest option but if you'd like to explore other options, you can do that as well. I have one other area that was brought up as an idea of a secondary piece of this that you could also add with your housing program. Housing originally was for eight units. Due to the way that bids have come in we've successfully been able to do seven units right now. You do have a decent wait list. Evan will go into the wait list in a little bit. We did identify that because when this grant was awarded there was the administration and delivery for PVPC was calculated at a rate for the staff that was on this grant at that time. I've been really the main one charging with my

colleague Joe for hr and we've identified you are also going to have additional administration and delivery that we could then say, okay HLC, we'd like to reprogram this much, keep this much for PVPC to ensure we can still administer the rest of the grant. But you can then shift some of that administration then into, again, another project. Your most straightforward would be identifying one more housing unit that would be about a \$40,000 shift and that would get you one more housing unit to meet the original eight unit metric. So, those are kind of your two paths that just kind of spawn off of what you're already doing. But if you'd like to explore other options we can look into that and I can walk you through the process.

Mr. Gennette: Is there an expiration for the funds?

Ms. Maroney: So, right now 6/30/2026 is ideally when the grant ends. If we need to ask for an extension that is possible. This grant has had an extension. The first extension was due to there was a very long process while getting through all the regulations with the water and sewer company, with Springfield Water and Sewer. So, this grant has had an extension. It is due to end 6/30/26 so ideally you would wanna have these activities done by then since it is a 22/23. If you would like to look, we could ask HLC. I can't guarantee they would say yes, but it is an option.

Mr. Gennette: So, we're looking between April, May, and June. Mr. Chairman, I think that we should probably just go with the dry wells and stay right there on Chmura and just continue the project. I still want to hear what the options are.

Ms. Maroney: This is just to finish out your 22/23 grant and not give any money back to the state. This is to make sure we use as much money as possible.

Mr. Rosenblum: I work with grants a lot, usually down in my position down in Hartford. Which is different because with DEEP and I was just gonna say at DEEP in DECD those grants. You've already written the scope for all this stuff. Cause I know in certain grants that you can sit there, and you can be a little broad and some that you have to be really on point with it. Cause I know with DEEP grant, the DEEP grants you can usually be broadened, and I would say it encompasses pretty much everything, but these are the major things we want to do. Which leaves you open to moving that money to other areas. Like, not maybe in this area but in a different area. But that's one that you're writing now for 26.

Ms. Maroney: With these, what the process would be even for what I'm speaking about now is I already have the data to support what we would be asking for right now. I would write a letter essentially asking HLC, the Economic Office of Housing and Livable Communities, to say we've identified there's remaining funds, here's the data to back the ask to do A, B, and C. Ludlow is backing this. Marc would sign with your approval, Marc would sign then we'd send it to HLC, they would do the money shifting on the back end. Say, yep, this is approved, please move forward. And that can take about three weeks but that's why I want to start it now.

Mr. Rosenblum: Once you have it earmarked and put in the purchase orders and everything then it's basically spent at that point. Which means saying that if you have it earmarked by the 30<sup>th</sup> you don't have to spend it then, but you'll be spending it.

Mr. Mastroianni: And I would like to add, Mr. Chairman, that on top of that, to what my colleague Sarah was saying, we've had to do multiple reprogramming efforts, not just for Ludlow but also for a number of our communities for CDBG funds. Quite simply because we were given a good amount of money, which is great but the other thing we're having to deal with is that timely expenditure that Sarah was talking about with the state. And so, this, what she was offering I think gives the town an avenue to both utilize the extra funding, but in a manner that's going to spend it down effectively and efficiently so that it is able to meet that June 30<sup>th</sup>, 2026, deadline as close as possible. And also make sure that we're not sending hundreds of thousands of dollars back to the state.

Mr. Silva: Okay. Thank you. So, I believe we have some ladies here that wanted to comment, ask questions. Can you do me a favor? Can you give us the name and your address?

Ms. Premont: My name is Brenda Premont, and I live on 37 West Akard Street. I'm wondering what are you building on Robert Street?

Ms. Maroney: So, the project right now on Robert Street, it is repairing sewer water that was crumbling infrastructure underneath and then they'll be adding in drywells to help with any of, there was some drainage issues on Robert Street, really in that whole area. This was the first one.

Ms. Premont: Right but what are you building on Robert Street?

Ms. Maroney: So, nothing will be built on Robert Street. It's all underground repair.

Mr. Gennette: It's all sewer.

Ms. Maroney: It's all underground repairs.

Ms. Premont: You were talking about housing. Oh. So, there's a housing rehabilitation program as part of this grant that it opens up, it's something that Ludlow decided to do on their 22/23 grant. And it's something people applied for where you get housing rehabilitation assistance through the state program.

Ms. Premont: Are these houses already exist?

Ms. Maroney: Yes. These are houses that already exist.

Ms. Premont: Can that turn down woods where animals live and destroying trees?

Ms. Maroney: No. We try not to do that as much as possible. And thankfully the Robert Street Neighborhood Project had no trees taken down.

Ms. Premont: Cause that really upsets me because there's a lot of that going on in this town. Ripping down trees and tearing up land to build whatever they're building. They don't tell us what they're building, they just build it.

Ms. Maroney: Anything we're doing with this program right now is underground in the infrastructure point or repaving where there's already existing roads that need repairs to make it better for driving and less flooding. And then for the housing, it's houses for individuals that qualify to help them repair their houses.

Mr. Gennette: And it's all grant money so it doesn't come out of the taxbase or any operational budget.

Mr. Silva: All improvements to your property and the streets. It makes it much, much better.

Ms. Premont: That's fine. I just, tearing up land like where Randall's is, that beautiful white colonial house, tearing up all that woods to put some kind of a storage unit there.

Mr. Silva: Unfortunately, we have to understand that these properties are picked up by investors, by the public and there's not much you can do if they follow the bylaws and stuff. There's not much the town can do to prevent that.

Ms. Premont: Why in the world would you need a big storage unit over there.

Mr. Gennette: That might be a better question for the Planning Board.

Ms. Premont: They're just tearing everything up in this town. Center Street's a disaster, all the traffic, all those restaurants. This isn't a town anymore. It's a city. It is. It's very disturbing.

Mr. Gennette: It's getting bigger.

Ms. Premont: No, it's not right. It's a town.

Mr. Gennette: Well, it is getting bigger. I get it.

Ms. Premont: It's a town, not a city.

Mr. Silva: Yeah. It's something that's difficult to just stop. Planning Board gets some kind of a plan to get it approved by Town Meeting and it's a process. Anybody that owns property and is paying taxes on, they have the right to do whatever they feel is good for them and as long as they abide by the laws, bylaws and all that. We all understand, it's always not in my backyard, please, you can do it somewhere else.

Ms. Premont: Well, that's just what's going on.

Mr. Gennette: We're talking about grants though.

Mr. Silva: Yeah, well that's part of the thing anyways. Okay. So, that's good. You got anymore questions about the grants about what's going on?

Ms. Premont: No.

Mr. Silva: Okay. So, he's gonna move forward and just let us know about 26. There's another application that you filed and hopefully we'll get some more funds to improve our town.

Mr. Mastroianni: Yeah. And I should say too, if anyone has questions after I give my spiel too, they're more than welcome to participate too in that. So, I wanted to speak kind of jumping off what my colleague Sarah was talking with the 2023 applications for Community Development Block Grants to now mention the work that we're proposing to do with the next round of Block Grant applications that the state has just released the due date for those being April 21<sup>st</sup> now of this year. So, we have a little bit of time but still just enough to get done what we wanna be doing in an efficient and effective manner. So, we are taking the approach of doing a lot more, I'd say community engagement, than we've done in previous years with regards to ... applications. We are doing a lot more of an outreach model in terms of getting in touch with the community and members of the community ahead of time. And that's no different with our communities and it's no different here in Ludlow as well. We did, if you remember, Mr. Chair, the Community Development forum back on January 29<sup>th</sup>, which was a joint meeting with members of the community, and then we had Marc from the Town Admin side of things as well as Josh Carpenter, the Town Planner, as well as many members of the Planning Board. And also like I said, members of the public to weigh in on both the Block grant application as well as on our zoning bylaw project that we're doing currently with the town as well. After that meeting, we were also able to release a survey through the Town Administrative offices. So, thank you Marc again, for your help distributing those. We were able to participate and hand those out in a few different ways. We did through online, through the issuing of flyers that we're gonna see here on things at the Town website, Facebook forum. We also were able to advertise these on the town's public access television network to engage with folks as well. And we had the survey open for about a little over a month, maybe around a month. They just closed this past week. And we got about 160 responses from that survey, which was great and fantastic. The survey itself was really a simple, just asking folks to prioritize kind of what types of Block grant applications or programs they would like to see in the area. And again, the goal is really to solicit as much feedback as we can from the public with regards to what a block grant application coming up for this year should look like for Ludlow. Obviously, as you heard from my colleague Sarah, there's a tremendous impact that Block grants can have on the community, whether it be from infrastructure, housing rehabilitation, ADA or ADA SOVA installations. We can also fund things like social service programs, so food pantries, healthcare centers, adult education centers. So, really Block grants have a bevy of options and impacts that can affect the community in a very positive way. But obviously that can't happen until we know for a fact what the community wants to kind of see in that application. So again, that was the goal of this survey and again our continued efforts that we're doing right now with the Town to engage with folks and the members of the public in Ludlow. And one of the things that we were able to gather recently, especially from this past survey and also from key development forum is that there is a tremendous appetite to do both social service programs, hazarding elevation programs, as well as a design or first phase if you will of the Chmura, Rogers Avenue, Motyka Street area, which is really an extension of the Robert Street project that

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Sarah was just presenting to you folks. And so, what this is going to be is instead of in years past where we've done a design kind of build and that's it, this is going to be a combination of both a design plan as well as another activity as well. So, we're thinking of doing hazard rehabilitation. So, we're projecting around applying for about six housing units for this coming year and again, Sarah mentioned the waitlist that we have currently for the HR program in Ludlow. That waitlist is up to, I wanna say about eight from last I counted.

Ms. Maroney: I'd say it's down to eight now, which is very exciting. So, it started at 16 or 17.

Mr. Mastroianni: So, again, we whittle it down but again there is appetite still that we want to be able to build off of and continue to supplement with this future application round. So, we're going to be doing HR as well as in talks with both Josh and also with Paulina, the Board of Health Director here for the Town, we were able to identify a social service activity as being a domestic violence prevention program that according to, like I said, we talked to the Board of Health and the Town Admin staff here has been identified as an area of being tremendous need in the Town for funding. So, that's an area that again, we've been no strangers in terms of applying for activities like that for CDBG applications. So, that's another kind of area that the town has not previously pursued but again is something that's very much in the wheelhouse of a CDBG application. So, we're thinking of those two activities on top of like I mentioned before the design only for that Robert Street or I should say Rogers Avenue, Chmura Street, and Joy Street area of the town as well. So again, we're really trying to do as much as we can within the application and the goal is really for this application is to make it be one that is really just ready to go and is something that's gonna be quickly implemented as efficiently as and speedily as possible. Because again, as my colleague Sarah said, it's something that we really wanna make sure we're doing is not only getting the grant money but also making sure that grant money's being spent effectively and efficiently as well. So, that's my real introductory speech if you will right now. But I just want to now open the floor up to if you folks have any questions, ... questions, or again open it up to the public.

Mr. Gennette: Mr. Chairman, what qualifies as hazard rehabilitation?

Mr. Mastroianni: In terms of if we're doing a construction or infrastructure project you mean? So, the main qualifications that block grants typically like to see is regarding both, one is income qualifications. So, we did this for the Robert Street area as well. But the state requires the low moderate income population of a certain area of town to exceed 50%. So, that's the number kind of for the first qualification they have to meet. And the other being, obviously, there needs to be a proven or documented need for infrastructure improvements. So traditionally we've done that in the form of going back and forth with either the Town Admin or the DPW to identify areas of town that are in their opinion and also from either they have studies or certain types of maybe plans or incidents that have come up in the past as well to document again and immediate kind of need for infrastructure improvements. So those are really the two factors. But again, I would say for CDBG, one of the main factors we do factor in is obviously the income qualification part as well. That's probably one of the bigger pieces of the puzzle when it comes to where we can do work for our Block grant money there.

Mr. Gennette: So maybe I wasn't really clear. I don't understand what constitutes a hazard. So, like, is it, somebody's stairs are falling down. Their porches.

Mr. Mastroianni: Oh, for hazard. Oh, I'm sorry. For housing rehab, that would be more I would say regarding things like we do these things, they're called windshield surveys and so that what we do is we identify areas of the house that are traditionally like say, I know that there's some kind of criteria that we specifically have. I'm not able to speak too much on the specifics of this because we have our colleague Joe that's typically the one that is our housing rehab specialist for these types of things.

Ms. Maroney: I can expand a little. I've been working with Ludlow specifically. So, housing rehab is we do windshield surveys as Evan said. We literally drive around the town, we take pictures of different houses that are showing signs of moderate disrepair, deep disrepair and we also take houses that show no disrepair to really get a baseline level of where the communities are that we see the most need and really get an estimate of what your town needs. What could qualify for projects really spans pretty wide for housing rehabilitation

which is really exciting. So, we put out an ad in the paper, which Ludlow will have theirs going out, should you wanna pursue housing again. You put an ad out in the paper and people actually send an application. From there we have an inspector go to the house, and it ranges from bathroom repair for ADA accessibility and bathroom repairs. We do moderate roof repairs, we do septic's, septic repairs, window repairs. So, anything that really could affect the structure of the house or the safety of the house for the individual living there. Ramp repairs. So, it can span pretty wide, lead abatement, a lot of different pieces go into that. We try to cap these repairs at around the \$50,000 mark cause this is a type of loan that the individual is getting from this grant. So, it's grant money, but it is technically in the form of a loan. So, I believe it is a 10 year span where if you stay living in that house, each year that you're living in that house you keep going down on. If you were to decide to sell, or you move, then there's a repayment piece of it. If you hit a certain number of years, you're in there no repayment, it's gone. So, it's almost like a lien. A lien is the right word. Not a loan. So, it is pretty broad on what people can get repaired. You do have to qualify beforehand. So, you do the same thing of low to moderate income for qualifications.

Mr. Gennette: Doesn't most of Ludlow really qualify as low to moderate income?

Ms. Maroney: Yeah. Ludlow has a pretty wide span of qualification. You have about two sections that you could do an area wide basis where you look on. We have a map we go on that's part of the HUD maps where it shows this area is already pre-qualified. Then there's other areas where we go house to house and we do income surveys, we talk to people, and we get a baseline from there because overall you get a few streets like most of our towns out here that totally sway the numbers. Whether it's near one of the golf courses, so prices are higher. Wherever you are, you'll get numbers that are swayed a little bit. But most of Ludlow, especially for housing, we do have the waitlist right now is small because we haven't done a new ad yet. But we did start, when this project started in 22/23, I think the wait list at one point was as high as 24 houses on a waitlist, which is a great response for housing, especially for one town. So, there is a need still. And once we put out these ads with this new survey and how you're using web-based, we could even get it out cause right now we only go to the newspaper, and we know only so many people go through your local newspaper. So, you could get a wider application base too.

Mr. Gennette: Will the eight that are on the waitlist now get precedents over the new ads.

Ms. Maroney: So, that's how we typically go through of you start building your waitlist. It's been about a year and a half because of how long these grants go from application. Probably about two years now for some of these people. So, some of them already got their repairs or they don't want to be part of it. But yes, it really does kind of go through that waitlist. But we always like adding more. So, while we're saying okay, you apply for, the reason we put the number six on there is because your last application round was eight. You ended up doing seven because of current costs. And it's really how many can you get done ideally in an 18-month period cause ideally you want this done in 18 months to avoid extensions. So yes, the current waitlist because they've been on for so long, you'd go through and call those individuals and then keep building your waitlist to keep going down as far as need goes.

Mr. Gennette: Are landlords available?

Ms. Maroney: So, that's where it gets a little tricky. We really, for this one, it does want to be the homeowner itself. I know that there has been times where you can do a landlord with the rental part of that house but typically this is for a individual owns the house because it is a lien program.

Mr. Gennette: So, what do we need from today? Anything? Is this just informational?

Ms. Maroney: So, for FY26 it's really to hear any other ideas for the public, if they have any other priorities, if you have any other priorities, and then if you're in agreement to move forward I would say the next step would be we would need to set the date for the public hearing, which I believe we said 3/17 for the best date for that.

Mr. Mastroianni: That'll be the formal, yes, that would be an actionable kind of item that would be before you folks to actually vote on and approve for actual amounts that we are going to be applying for the next round of Block grant funding.

Ms. Maroney: So today, it would really be essentially, to approve us working with Marc, Planning, DPW, to then move forward with this grant application and then hold the formal hearing on the 17<sup>th</sup>.

Mr. Silva: Does our Planner have anything he would like to say, or they said it all for you. Thank you all. Thank you, ladies, for coming in. It's not often we get people coming in and commenting on certain things, so thank you.

**Motion made by Mr. Rosenblum to close the public hearing for the Performance/Re-Programming of the FY22/23 Ludlow Community Block Development Grant and FY26 Application at 6:46 P.M. Mr. Gennette second. All in favor. Motion passed 3-0.**

6:45 P.M. – Firefighter Interview – Antonio Goncalves

Mr. Silva: Sir, we generally do is have an opening statement from the candidate and then maybe ask some questions if there are any and then you'll have a closing statement. So, Antonio, relax, shake your arms, don't be so nervous. Go right ahead.

Mr. Goncalves: First off, thank you all for having me today. It's an honor to be here. My name's Antonio Goncalves and I grew up here in Ludlow. I've known for some time now that this is what I've wanted to do and the Ludlow Fire Department's where I've always wanted to be. Ove the past few years I've been very intentional about how to get here. Receiving my Associate's Degree in Fire Science, working as an EMT in Springfield, and currently just completed my paramedic program and I'm in the field internship aspect of the program. I have about a hundred hours left and I've been able to ride a few shifts with the Ludlow Fire Department on the ambulance. And I've been fortunate to see the culture that they have there and it's something that I look up to and I hope and would be honored to be a part of.

Mr. Silva: Alright, thank you. Anybody, any questions for Antonio?

Mr. Rosenblum: No. This is pretty much an approval of your recommendation, correct?

Chief Pease: Sure. Just for those of you listening, I guess we kind of changed up the interview process. Didn't really change it up, but instead of putting the three candidates before the Board, we had a panel of our officers along with HR that interviewed, we had three candidates that were basic EMTs from Ludlow that applied for the job. Antonio was number one on the list and he is the only that's currently enrolled in paramedic school and almost done with it. Antonio came to us probably three or four years ago through one of our lieutenants Stan McKenney, kind of on a internship program through the, it wasn't really formalized but he came and rode a few days at the fire department while he was in high school. We've had students come in from time to time with ambitions of becoming firefighters and I'll say that Antonio's made it through the process quicker than I think anybody we've seen through this process. He knew what he wanted to do, we told him what he needed to do and here he is before you at the age of 21 years old. Which I think shows a lot about his character, his perseverance, and his will to be here in front of you and serve the Town of Ludlow. And like you said, Mr. Silva, isn't it more fitting that we lost one of our beloved Selectmen and here we are with a gentleman with the same name joining the fire department who is also a relative. It's great to see people from Town that want to give back to Town that are good, good people. And we know that Antonio, just through his character and what he's done, he probably didn't tell you that much about himself. He was a 3-sport varsity athlete in high school, which is a lot to continue with his education. I believe he had a 3.9 grade average in his Associate's in college. Not to take anything away from the other two candidates that interviewed for this job, but he is certainly the most prepared going into this. And that's a testament to him and what he did to get here.

Mr. Rosenblum: What I'd like to say is thank you for your passion for this and your dedication to the town. You've been pretty steadfast in understanding what your path's gonna be, but what do you consider to be your weakness?

Mr. Goncalves: Definitely, probably just confidence. I think I set high standards for myself and that can also impact me negatively. You can do good in school but when you kind of have some self-doubt, it sets in a little bit. And this is something that you want to be confident in. Be confident in the work that you've put in and understand that the work you put in when no one's watching shows up when you're doing the work. So, just trusting that the work that I've done will carry over and just gaining that confidence out when I'm going through experiences like this.

Mr. Rosenblum: No, perfect. Understandable. Thank you.

Mr. Gennette: I actually don't have a question. I know that's pretty odd, but I don't. I like Ludlow guys coming in and applying for jobs and everything. It's just, it's something special to have guys that live here, know the residents, know people that they're visiting and stuff. Even just the streets, you just know them right out of the gate. I thank you for your application and I'm more than happy to put you in, especially with such a glowing recommendation from the Chief. And I'm sure Mr. Ellison behind you obviously supports you. That's all I have Mr. Chairman.

Mr. Silva: Well, to a point, I'd love to see young guys come in here that I remember still when they were born. However, the other point is it makes me a lot older. I got nothing for Antonio. He's great.

Chief Pease: And just for the record he's fulfilling a retirement that we just had recently. So, it's great to find a local guy that can fill the role.

Mr. Silva: You want to close with something, Antonio.

Mr. Goncalves: Yes. Again, thank you all for having me today. It really means a lot to me if given the opportunity. It's not a responsibility I'll take lightly. I take great honor in having the opportunity to serve my town, our friends, and our family. It's something that truly means a lot to me and that every single thing I've done up till now has been working towards and that I'm going to continue to do that moving forward. I think, as I've been able to ride on the ambulance there and see people that I recognize, see people that I know, it's just instilled the passion that I have for the career and giving back to the community, our friends, our family, and even after school, sticking with the books, being hungry to learn new information from both the experienced medics on the fire department and just the great people that they have there. I don't think there's another place that would push me to be both a better person and a better provider than working here in Ludlow for my friends and family. It's a responsibility that I don't take lightly and that I would be honored to have.

Chief Pease: And in seeing that he's not a paramedic, he will have to sign a piece of paperwork that his employment is contingent upon him achieving his medic in a one-year period of time is typically what we give people. I think he'll be more like, probably two months he'll be all set, which will be a wonderful thing.

**Motion made by Mr. Rosenblum to approve the recommendation of Chief Pease to appoint Antonio Goncalves as a Firefighter upon meeting the requirements of the Department. Mr. Gennette second. All in favor. Motion passed 3-0.**

## **CORRESPONDENCE**

26-017 Ludlow Cultural Council – Requesting permission to use Haviland Beach on Sunday August 16 (rain date Sunday August 23, 2026) from 5:00 – 8:00 P.M. for concert & “fun day at the beach”.

Mr. Rosenblum: Mr. Chairman, just a note on that, I know obviously being on the beach and being next to water there was a note in there about saying they would put up a snow fence if need be to curtail people from going into the beach into the water or if there's kids or anything like that.

Mr. Gennette: So, in past years we haven't had the budget to really kind of open the beach and have lifeguards and stuff like that there. Is the Ludlow Cultural Council prepared to have lifeguards if there's gonna be people in the water?

Mr. Rosenblum: No, there gonna put up a snow fence to keep people, basically, the water is off limits.

**Motion made by Mr. Rosenblum to approve the use of Haviland Beach by the Ludlow Cultural Council on Sunday August 16 (rain date Sunday August 23, 2026) from 5:00 – 8:00 P.M. for concert & “fun day at the beach”. Mr. Gennette second. All in favor. Motion passed 3-0.**

26-018 MMWEC – Notifying they will be conducting 2026 1<sup>st</sup> quarter inspection of its natural gas pipeline January 1 – March 31, 2026.

**Motion made by Mr. Rosenblum to file. Mr. Gennette second. All in favor. Motion passed 2-0-1.**

26-019 PVTA – Community Assessment of Ludlow share for FY2025 is \$137,186.

**Motion made by Mr. Rosenblum to file. Mr. Gennette second. All in favor. Motion passed 3-0.**

26-020 Massachusetts Councils on Aging – Notification of Jodi Zepke, Heather Jolicoeur & Maria Ardolino successfully completing the 2025 MCOA Certification Program.

**Motion made by Mr. Rosenblum to file. Mr. Genette second. All in favor. Motion passed 3-0.**

26-021 Polish American Citizens Club Annual Beano Report.

**Motion made by Mr. Rosenblum to file. Mr. Gennette second. All in favor. Motion passed 3-0.**

26-0222 Mass DOT – Bridge Inspection Report – East Street/Chicopee River – Dated 11/14/25.

**Motion made by Mr. Rosenblum to file. Mr. Gennette second. All in favor. Motion passed 3-0.**

## **UNFINISHED BUSINESS**

Board to continue discussion on FY27 Budget.

Mr. Strange: Mr. Chairman, I printed out the slides from Wednesday night's presentation.

Mr. Gennette: Sorry I couldn't be there by the way.

Mr. Strange: No worries. So, I just wanted to cut right to the chase here. It's the second to last slide, or the last slide, it says, what is still in play? So, I just wanted to provide a little bit of an update and sort of where I am right now in the level two budget process. We did a little bit more work today. The numbers are always changing, but as we sit here the level two budget that I have for you that's coming at our next meeting, has a 3% school department increase. It includes all of the new positions and reclassifications in the budget, including the firefighter. It has three FTE reductions on the town side. There has no increased deductible for the health insurance. It does have funding for the summer camp, and it has the estimates for our police negotiations. We still have to add in LATOSS. And with all of that we're about 91,000 under excess capacity, which seems like a really good spot to be in. Right around a hundred thousand excess capacity cause that money we can't recoup. So, if we don't use that money, it's sort of gone forever. And the impact, the savings on meeting assessed value home for every hundred thousand dollars in under excess capacity is between like 15 and \$20 for the year. It's like eight or nine cents on the tax rate. So, it's not a huge win. Right. So, if we're saving multiple hundreds of thousands of dollars, I mean, every

little bit helps, but that's not gonna be a really impactful savings, I don't think. \$12 for the year. Right. That's \$3 a quarter.

Mr. Rosenblum: It's more impactful than an override.

Mr. Strange: That's right.

Mr. Rosenblum: Even doing it this way and only having an excess levy of 90,000 or a hundred thousand still means that there's no two and a half. But then that goes back to the fact is, that the things that we're doing, going forward with the stabilization funds and things of that nature and I've been saying that I don't want to touch the deductibles because that's a lever you're pulling now that we don't have next year or the year after. And then looking at the numbers you gave us before, if we go anywhere from 8 to 12%, you could be topping off it like I have it right here. It is like 1.1, \$1.2 million increase in insurance for fiscal 28. So, that's why I didn't wanna pull that lever. I mean, cause then it gives us what excess capacity of almost 500,000. But what are you gonna do with it?

Mr. Silva: I like it. I don't mind excess levy capacity. And I don't believe that we lose it because we can pick it up next year. We'll have more capacity to go up to.

Mr. Gennette: You can only get two and a half each year.

Mr. Strange: The levy limit for fiscal 28 is limited to what your actual levy was for this year. So, if our actual levy in fiscal 27 is 500,000, that's where you start your two and a half from. Not from where it was in fiscal 27.

Mr. Silva: Right. Yes. Agreed. But your capacity keeps increasing. If you leave it there, I know next year the taxes will be higher. They'll be, instead of paying this year, they'll be paying next year for them. But you have that extra monies in there to actually go up to the levy for next year. You know what I mean? When I did it, yeah, that's how it would happen because levy goes up every year. So, you didn't use it this year and it still goes up that year. So, it slides with it. I know one year we had quite a significant amount of capacity when I did it and luckily the year we actually had to go back and redo a quick Town Meeting to budget and luckily, we had that extra there. So, we went to the full. Now, that year, however, taxes would be a lot higher. But you're still within the two and a half. Anyway.

Mr. Gennette: If we had an extra 500 of excess levy capacity, I would wanna reserve that for the insurance next year. I would want to use it and still apply it towards the insurance.

Mr. Silva: Well, you can't.

Mr. Rosenblum: Well, that's the same thing as not pulling the lever. Cause right now, next year 8% increases on million dollars. If you're at a 12% increase, it's almost 1.5 million. Off the numbers.

Mr. Gennette: My point is if we are a half a percent under or 1% under levy capacity and we use that 1% and still put it towards the insurance, then next year when its 8% or whatever it is, we're actually at 7% because we already captured that 1% this year.

Mr. Silva: Well, you could take that 500,000 and this year put more into the stabilization or.

Mr. Gennette: But that's a one-time fund. You know what I mean?

Mr. Silva: And then I would want the caveat that okay, it's there, but that's for moving it back for insurance purposes if we needed it. There's a lot of things that you can do. There's a lot of tweaking.

Mr. Gennette: Well, thank you for that, Marc.

Mr. Rosenblum: I guess if we could find a way to get it to like 200 without.

Mr. Silva: I like to play in the recap and tweak and do this but the parameters that I do have, I can go on there and see what we have in there. But the recap through Mass Gov I can't do certain things. I had full access for everything. Do this, do that. You add in your snow cause that's recovered in the next. Somebody mentioned the other day, it wasn't quite right, but I just let it go. Cause snow is automatically, is automatic deficit that goes right into the top line of the recap sheet. That comes right out. If you use \$300,000 accessed this year, next year that's an automatic in there.

Mr. Strange: Yeah. We added 115,000 in fiscal 27 cause that's our deficit right now for fiscal 26.

Mr. Silva: So, I used to be able to tweak and then I used to be able to tweak local receipts. Say, well, if I go up on local receipts 200 here, what happens? Well now you can but I don't have the full option anymore.

Mr. Gennette: Local receipts are fine as long as it's justifiable. You can't just go up on your receipts without having a quantifiable.

Mr. Rosenblum: No, but the increase of 200,000 is there because it's there. That increase that we we're talking about saying we could easily move it another 200 the money is coming in to justify it.

Mr. Silva: Right. You have to have supporting documentation. If you're below or above 10% that you have to do. You have to submit it to DOR.

Mr. Rosenblum: So, Marc is this with the new positions, reclassifications, is that with one firefighter or two?

Mr. Strange: One firefighter in the operating budget.

Mr. Rosenblum: In the operating budget. And if the chief so pleases, he could fund out of his revenue or is he not gonna fund out of his revenue because you'd rather keep it clean and.

Mr. Strange: One of the points of discussion I think we could certainly, I think we'll probably create an ambulance revenue fund anyway, just so we have the structure and we could certainly pull that firefighter out of the operating budget and increase our access capacity.

Mr. Rosenblum: I mean, one way or another I had a discussion with the chief one way or another that money is coming from free cash one way or another. It's at this point if he did do it from his revenue and then eventually because that fills out his four nines and then eventually you could probably move it into the operating budget. And then 3% on the schools?

Mr. Strange: Yeah.

Mr. Rosenblum: Cause I know that they voted, they voted for 3%. Which, if they had the opportunity, they would've voted for five. I know that we had said before that we would be in favor of that. It's just because then if that 3% puts us down too close and saying if you want 3%, however, we're gonna have to hit you for a thousand, 2000. If it got down even farther.

## **NEW BUSINESS**

Board to approve and sign ten copies of the call for the election for the March 23, 2026, Town Election.

**Motion made by Mr. Rosenblum** to approve and sign ten copies of the call for the election for the March 23, 2026, Town Election. **Mr. Gennette second. All in favor. Motion passed 3-0.**

Board to approve and sign minutes from Select Board Meeting of February 3, 2026.

**Motion made by Mr. Rosenblum** to approve and sign minutes from the Select Board Meeting of February 3, 2026, with all members present. **Mr. Gennette second. All in favor. Motion passed 3-0.**

Board to sign 2026 DPW Annual Bid Contracts for: K5 Corporation, Murray Paving & Reclamation, Inc., Sealcoating, Inc. dba Indus, Ludlow Construction Company, G&G Construction Company, Northern Tree, Lawn Tech Lawn Care.

**Motion made by Mr. Gennette** to sign 2026 DPW Annual Bid Contracts for: K5 Corporation, Murray Paving & Reclamation, Inc., Sealcoating, Inc. dba Indus, Ludlow Construction Company, G&G Construction Company, Northern Tree, Lawn Tech Lawn Care. **Mr. Rosenblum second. All in favor. Motion passed 3-0.**

Board to discuss and possibly vote to allow partial property tax exemptions for Veteran's Abatement Program.

Mr. Segundo: Yes. So, I think the program was enacted in 2019. They voted at Town Meeting. There's never been a situation where this has come up so I guess we're just trying to get the Select Board to approve on record from this point going forward that the Veteran's Tax Work Off Program has always advertised and has always had this information and it has just never come up, questioned, where if a Veteran doesn't complete their full hundred hours that their abatement is prorated based on the number of hours they actually work. So, in this particular case this veteran either he felt ill or someone in his family felt ill and he had to drop out of the program, but he had completed over fifty hours of service already. So, we want to make sure that the veteran is given that credit for the time that he has already served. This program is different from the senior abatement as we talked earlier. That part has always been advertised, and it's been on our website that they'd be prorated. We're just getting the Select Board to officially.

Mr. Rosenblum: So, basically, it's a percentage. The percentage of the abatement is equal to the hours worked.

Mr. Segundo: Exactly.

Mr. Silva: Right and I do gotta apologize because in reading this here it just has veteran's exemption which we know there's vet's exemptions and I was thinking that this was a partial veteran's exemption that's required. This is the work off. There's no work off on here so that's why I was getting that. We really don't have any approval to do that because ... that's what I was getting at. Not this one. Okay, I'm good now.

Mr. Rosenblum: Plus, it's a bylaw.

Mr. Gennette: Honestly, if we were gonna approve a hundred hours before, fifty hours now is. I mean, what's the difference.

Mr. Strange: Mr. Chairman, I think the underlying reason is we have a senior work abatement program and we do not allow partial abatements for the seniors. We just wanted to make sure that everything was on the up and up and we brought it to you all and you were able to vote on it.

Mr. Silva: But like Eric was saying, we don't allow partial but if a senior works a certain amount of hours and they can't finish their hours we gotta allow partial.

Mr. Strange: We don't.

Mr. Silva: We cannot pay somebody that has worked half of the hours.

Mr. Rosenblum: What is it 75 hours?

Mr. Silva: From my recollection is that we have to pay those hours. Things change by the way.

Mr. Strange: I'm not sure if it's part of the bylaw or it's the policy but we've never allowed for partial abatement. It's all or nothing.

Mr. Rosenblum: So, Mr. Chairman, I was just gonna say, can we take a look at that because if we're doing it for one then I would imagine that the seniors that are doing the abatements now that don't quite finish are going to be like then why not us.

Mr. Silva: I did those all the time. The hours were never. They were all over the place quite honestly. Even if they go over, we have to pay them. It's a labor issue. It becomes a labor issue now not a senior work off.

Mr. Gennette: Is it that they're expecting seniors to complete a certain amount of time and that if they don't, they don't get it to kind of encourage them to finish that time. That's the goal?

Mr. Silva: I think it's 125 still.

Mr. Strange: We changed it recently.

Mr. Silva: It goes by the amount of money the hours that they can work. But if they work, if they have 5 hours to go to finish it and they can only get paid that's.

Mr. Gennette: Yeah, we need to review the policy.

Mr. Rosenblum: Mr. Chairman, if you make a note then Mr. Strange that we take a look at the bylaw for regular senior abatement and then maybe bring it to a future meeting so that we can look at it and then if we feel it's appropriate is to change it to mirror what the veteran's abatement. I mean it makes sense. I don't know why you would discern between the two.

Mr. Segundo: I think the veteran one is actually very different than the seniors based on the number of hours and the dollar amount is different. The requirements and who can with the veteran's there's also the ability where someone in the family can volunteer and do the work, the hours for the veteran so that the veteran can get credit. There are some distinctions difference on that as well. Like I said, since this program we started this in 2019 this is the first time we actually had someone not complete the hours. It's not common that it happens all the time.

**Motion made by Mr. Gennette** to allow partial property tax exemptions for Veteran's Abatement Program to receive the maximum \$1500 tax credit. Participants must work a hundred hours. Working less than a hundred hours results in a prorated tax credit based on the number of hours worked. **Mr. Rosenblum second. All in favor. Motion passed 3-0.**

Mr. Segundo: Every year the Elks hosts a Veteran Appreciation Dinner where the veterans are free. They provide a meal. There's a small monetary fee for the guests and all the money that's raised through raffles and whatnot goes into the Elks Veteran's account where they give back to the community, helping veterans.

Mr. Silva: Do you know if a veteran has to have you as a guest or is this for anybody?

Mr. Segundo: There has to be a veteran present and then the veteran can bring their guest. The guest can be a spouse, a son, a daughter, a friend, a Selectmen to attend.

Board to discuss creating a robocall policy

Mr. Strange: Thank you, Mr. Chairman. Just to reiterate from the discussion we had last meeting, the robocalls, also known as the reverse 911, they're really the only way to communicate with everybody in town. Depending on what means of communication you're using in terms of Facebook or LCTV, the Senior Center newsletters, the articles in the registrar, you're not getting every resident. So, we've been using robocalls a little bit more frequently to deliver important town-wide information and the public is really responding well to it. Oftentimes we'll get residents coming in and requesting to be placed on the list or change their numbers and we know it works. However, the reverse 911 is obviously primarily

for public safety. So, we wanted to put together a policy for the Board's consideration that sort of lays out an overview of the system, the different types of messages that we send out, an approval process for those different types of messages, what's not allowed, frequency, what the messages should say, limitations on length. I'm skipping through this, but what you have in front of you is a draft policy. We think it's pretty good. We ran it by Chief Pease and Chief Brennan and the Health Department, the Celebrate Ludlow, Linda Colette, as well as the DPW, just to sort of get their take on it cause those are the entities that typically use it and also the Vet Center who use it the most in addition to the Select Board's office. This is a draft, take some time after this meeting to read through it. Obviously, if you have questions tonight we're happy to address those. But we wanted to sort of put it in front of you all for your consideration, maybe your initial thoughts and we're still vetting it through some of the more relevant departments.

Mr. Silva: And Marc, are these still three minutes? The time that you have in the robocall.

Mr. Strange: I don't know if we've ever gone up to three minutes, but I don't know that there's a limit.

Mr. Silva: Yeah. Because I did these robocalls there when I was sharing here last time, I did them. I loved doing it, actually but it was during COVID. And I was telling people numbers, and it was very difficult to stay within the three minutes. I'm reading what I got to say and I'm going through it. I'm going through it and all of a sudden, beep. So, guess what? You have to do it again. Some of them I had to do four or five times.

Mr. Rosenblum: Is it the same system? Cause I did it too. I think I was Chairman then. You were Chairman. It was Derek, then you, whatever it was, it was something we'd have to sit in Ellie's office, and you have to close the door and you'd hit a button and go and you're like. It would take some time because you stumble on something. But is it the same system?

Mr. Strange: It's the same system. What we found is that if you type the message, it does voice to text and it's a lot more efficient.

Mr. Rosenblum: Cause you're not going to be saying as much. It's like a robo voice now, right?

Mr. Silva: This is gonna be a robo voice, not your voice.

Mr. Strange: And if anybody wants to do a voiceover, you're welcome to do it.

Mr. Gennette: Who wants to hear us over and over again.

Mr. Silva: It was amazing how many people loved it.

Mr. Rosenblum: I think in the same sense, when it's like something that would come from maybe our Board, I think it would be fine for one of us to say it. Whoever the chairperson is because I think people would appreciate that. They think that we don't do anything, but we're involved and we stay up to date on everything. The amount of things that texts and everything that goes on but when things are going on but I would almost push for it when there's certain things that concern are Board, that should come from our Board that the chairperson says it.

Mr. Silva: I agree. I think people like it more formal, more interpersonal.

Mr. Rosenblum: But to your point though, it's like saying if it's water main cause now it seems like we've had a few of them in the last few weeks, something like that. That could be robo or whatever. This looks good. The main thing is not overuse and it's not for Mrs. Smith lost her cat type of thing. But you've got the priorities in there, which is good.

Mr. Gennette: Mr. Chairman, I just want to let you know, I did a review of this already before I came in. I just perused it again, but I don't have any problems with any of this. I would be fine with this right now just setting it forward if you're comfortable with it. I don't have any issues with it.

Mr. Rosenblum: Mr. Chairman, all this goes through the major department heads and you. This here, the way it's written out, I have no problems with it either.

Mr. Gennette: And it's just policy, right? That's what we're doing. We're not changing bylaws. So, this isn't a final draft. You're waiting for some people to get back to you or you're still working on it.

Mr. Strange: Like I said, we heard back from Chief Brennan and Chief Pease through Chief Brennan. They said it looks great. And again, we just sent it out to some of the departments that actually use it quite a bit and just waiting for their feedback.

Mr. Rosenblum: Like anything it's fluid.

Mr. Strange: Can always change it.

Mr. Silva: I don't have a problem. We don't have any problems. Are you all set with it or did you want to?

Mr. Strange: No.

Mr. Silva: If you're all set with it and you guys don't have any problem with it.

Mr. Gennette: If there's changes after this though, we wanna know.

Mr. Strange: We'll bring it in.

**Motion made by Mr. Rosenblum to move forward with the robo call policy. Mr. Gennette second. All in favor. Motion passed 3-0.**

Board to consider designating public health nurse as a special municipal employee pursuant to G.L. c. 268A.

Ms. Matusik: This is for our part-time public health nurse. Just here if you guys have any questions. We had a candidate apply that we want to move forward with. She already does another role within the town so in order to be able to move forward and hire her to fill that part-time position this was the recommendation.

Mr. Silva: Can you tell us why she needs a special?

Ms. Matusik: Yeah. She is currently contracted and doing footcare for our residents. She works at the Senior Center, and she works with our homebound residents, and she was also very interested in the part-time public health position that we had available. So, she sent in her resume, she interviewed, and we decided to offer her the position and because of this, this was recommendation for Town Council because she's already doing work within the town.

Mr. Silva: So, Marc, is that two paid positions?

Mr. Strange: Yeah. Mr. Chairman, it's very similar to when Bud got appointed or elected to the Planning Board, we did the same thing. So, the state law says there's different ways to do this, but essential state law says if the Select Board designates the position as a special municipal employee, then they can have two incomes from the town.

Mr. Silva: Okay, and to go along with that, I know several years ago, and I've been here a few years, we kind of dissolved special exemptions. I know we moved forward on that one. I think there's another one that we did special with.

Mr. Rosenblum: Board of Public Works.

Mr. Silva: Your opinion, gentlemen?

Mr. Rosenblum: Mr. Chairman, I know having heard comments in the past of the services that we have in this town and in relation to these particular services with the nurse in town is very well received by the seniors and it's something that I know it was very dear to Mr. Goncalves and yourself as well cause you're a citizen as you've so put earlier, longer than most of us. I don't have a problem with it because I think it's something that will make the seniors happy and the position we had in the past and I don't see the conflict. It's a little bit different then when we're doing Board of Public Works and we have someone that's maybe a police officer and also working on Board of Public Works. I don't see any conflict of interest.

Mr. Silva: What I was getting at it's not the conflict it's two paid positions. It's a law. It's on the books; two paid positions can't happen in a municipality unless again if the attorney's looked at then I guess it's okay.

Mr. Rosenblum: So, my point would be moving forward maybe in the future is that we turn it into one position but has those duties with it. Still doing the Senior Center but it falls maybe under your department, but it combines the pay type of thing. I don't know if that's possible but it kind of might eliminate that and then it's really one position that has all the duties and probably runs through your department.

Mr. Gennette: Well, that would depend on the goals for the Board of Health. So, what is the goal here of having. Look, I like the idea of having the nurse's program too. You know I've been a defender of the nurse's program. So, this is another part-time employee, so you're actually growing the staff, is that the idea?

Ms. Matusik: Yes.

Mr. Gennette: It is? I'm in.

Ms. Matusik: So, we're able to hire the part-time nurse right now and then hopefully post next month for the full-timers position and we would have one and a half nurses. Maybe down the road that part-time position might expand to full-time depending on the needs of the community and what we're looking to do and I'm just hoping for this first position now and then we can grow moving forward.

**Motion made by Mr. Gennette to designate public health nurse as a special municipal employee pursuant to G.L. c. 268A. Mr. Rosenblum second. All in favor. Motion passed 3-0.**

Board to discuss Whitney Park Summer Camp opening.

Mr. McBride: Thanks for having me. So, just wanted to discuss Whitney Camp. We've been working closely with Paulina and the Board of Health on hammering out some of the logistical issues from last year. We've made tremendous amount of headway. I think where we're at now is our last conversation that we had we indicated that we would have a application in by March 2<sup>nd</sup> for inspection for our permit. Again, I think a lot of the issues and concerns from the Board of Health last year we weren't resolving those. I'm confident that we'll have them resolved prior to March 2<sup>nd</sup> and hopefully that will give us ample time to get a permit and get everything we need from that perspective so that we can open the camp. As I said before and I said it at Marc's presentation that he did last week over at the auditorium which was very helpful to me and hopefully to others the camp is a service and we're very fortunate in this town that we offer members of our community a tremendous amount of services. Not much different than the services that are offered by some of our partners at the Board of Health as far as nursing goes or the Vet's Center as far as all the good work that they're doing there and the Senior Center and all the work that they're doing for all the folks in our community. I think that Whitney Camp is no different. It offers a service to the working parents and guardians in this community so that they can send their kids to an affordable summer camp that ensures that their kids are being looked after and allows them to go to work and support their families and pay their bills and do all the things that we want to do as parents and providers. So, like I said, I'm confident that we will meet all of the expectations of the Board of Health. Does that mean that all of the issues will be resolved, I think as I said at Marc's presentation we have to get to a point in the Recreation Commission

much like a lot of departments in this town had to do over the past several years where we modernize. Where we look at our policies, we look at our procedures and we update those. It's very difficult for us to do that on the recreation side when we have a clerk that is working 12 hours, 15 hours per week that really doesn't have the technical expertise to be able to draft, update, and help create some of the policies to be able to accomplish what we hope to accomplish with the Recreation Commission or the Recreation Department as far as modernizing how we, not only how we hire employees but also how we register campers for the summer camp and how we register students for the before and after school program. How those parents pay. It's a little archaic in my opinion that we have been requiring parents to come to the park to fill out an application to register and send their kids to a summer program or a before and after school program. All that stuff should really be done online at this stage of the game as should payments just to make things cleaner, neater, and more efficient. So, I think we've come a long way in a fairly short period of time. Quite frankly I was first made aware of some of the deficiencies that were out outlined in the application last year on November 14<sup>th</sup> and I think that we've made a tremendous amount of headway in rectifying some of the concerns on the Board of Health. I'm confident in our conversations with them and just wanna say that Paulina has been fantastic and a great partner in helping us along the way and kinda guiding us in what is needed. So, that's where we are to date. Like I said I'm confident that we'll be able to meet the deadlines that we have set forth at the Board of Health for March 2<sup>nd</sup> application filing and inspections shortly thereafter and a permit to operate the camp. So, that's where we are. It's our intention as a Board, I won't speak for other members, but I'll certainly speak for myself, that's our intention to apply for and run the summer camp because I think that it's a service that is desperately needed for folks to have an affordable and safe place for their kids to go for their summer so their parents can work without having their kids, quite frankly not having anywhere to send them to. That's kind of where we're at and certainly take any questions you might have.

Mr. Rosenblum: Mr. Chairman, so, I think in general we and when we've had conversations in the past is that my recommendation is gonna come from the Health Department. Obviously, if you meet all the criteria and everything that she's put forward with the permitting and that we have someone in place to run the camp the summer camp and obviously I don't have a problem with it. Things that need to be taken care of come through the Health Department. So, once it comes to them, if Paulina says it's good to go then I don't have a problem with it and we have someone in place that can run it.

Mr. Gennette: Well actually I'm just wondering if Paulina would like to address anything on the issue.

Ms. Matusik: I didn't really come prepared to talk about the rec camp, but I have been working closely with Sean and other board members to make sure that all of their policies were in place, staffing. I guess do you have specific questions, maybe I can?

Mr. Gennette: Well, I think that preparation for the park being ready for the kids and stuff was of the utmost importance health wise. So, I'm just wondering between recreation and health everybody's saying everything is good we're gonna be, confirm whether or not that's accurate.

Ms. Matusik: Yeah. That's a great question. Sean's been working really hard and so has his Board. Paul as well. I won't have an answer, kind of like I told them until they fill out an application and submit everything for me to look through. They did bring me a binder on Friday. I did look through a lot of their policies, and I conducted like a preoperational inspection just to make sure. Sent them a list of what was missing. I know they have a Board meeting tonight and then we did set an end date for March 2<sup>nd</sup> I believe to submit an application and on that application, we would have listed who's running the camp, the healthcare coordinators, camp counselors. I can't really give a specific until I have all of that, but I do have a lot of the most important. Health and safety is I would say our number one priority and our number one goal, and I think us communicating and really working collaboratively has been working towards the right direction.

Mr. Gennette: So, you're comfortable where you are and the March 2<sup>nd</sup> deadline probably would be?

Ms. Matusik: Oh, that's a lot of pressure.

Mr. Gennette: The only reason I'm asking is cause there's budget implications so we're really kinda the money is where it comes down to.

Ms. Matusik: I know. I know. I understand. I wanna do my best to support the Recreation Commission. Make sure parents have a safe place to send their kids so I'm gonna do my best to make sure that everybody meets that deadline. I'm not promising anything though.

Mr. McBride: And I can say this James if I didn't think that we could get over the finish line and again I don't want to put Paulina in a position where she has to try to make a decision before we've even quite frankly filed an application and she's done her inspection. It's not really fair to her. If I didn't think we could get over the finish line and get permitted for this camp, I'd be the first one to say that I didn't think we could do it this year. I'm fairly confident that the conversations we've had, the information that we've provided her, some of the information that was missing that we will be voting on a lot of that tonight, I think we can get there. So, that's kind of the best answer I can give you right now. I don't think that there's any challenges that are so far down the line where it would prevent us from getting a permit but I'm not the person that does that, right and I don't wanna put her in a position.

Mr. Gennette: So, we're kinda pushing the envelope and she's busy as well and are we gonna be able to actually get both departments to be able to sign on cause honestly it's not fair to Paulina who didn't see this coming earlier so. I don't know if that's true. Did you see this earlier and it's just that, was there not communication or. You said that you weren't aware of it until later on but you're the Recreation Director so as far as you didn't find out until later.

Mr. McBride: So, as the Vice Chair of the Board I gotta be honest with you the first time that I saw the report the previous year's inspection was on November 14<sup>th</sup>. That was the first time I saw a copy of it and saw some of the stuff that was missing.

Mr. Gennette: And that's when your board Chair let you know that this stuff was going on or you happen to find out from us that.

Mr. McBride: A combination of both really. And again, I just think that there was not an ideal level of communication within our Board. Completely transparent and frank with you between our Board. This wasn't a lack of communication I don't think from other Board's to us. I think this was an internal problem that I think we've resolved and I'd like to think that I've been fairly transparent and communicative with not only Marc but with the Board of Health and with Paulina and setting clear expectations with the folks at our Board of what needs to be done. I can only speak to what action we've taken since kind of I was informed and our Board was kind of formally informed on November 14<sup>th</sup> when I received that report. And I can tell you that we've made tremendous strides between certainly that date and today to kind of get things in order. And again, if I didn't think I get the idea or the budgetary implications for this year and other years I get it. If I didn't think this was something that we could overcome between and get an approved permit in time I would tell ya. And I think by doing it in excess of 90 days before it opens certainly gives us enough time that if there are some minor challenges that we have to overcome we'll be able to do that in fairly short order to satisfy everybody and get permitted. That's only my opinion.

Mr. Gennette: Right. Marc, you don't have any expectation out of all of this do you? What's your position? Anything?

Mr. Strange: No. I have a couple different options for funding the summer camp and not so we're waiting to see what happens on the 2<sup>nd</sup>. Whatever it is we can work with it.

Mr. Rosenblum: It would basically be like a 3-month prorated anyways for the rest of this year for the budget.

Mr. Strange: What do you mean?

Mr. Rosenblum: If you had a director that had to go in there and say April, May, and June so you'd basically say this salary is x but if you prorate it for three months then we'd have to pay under this fiscal year, and budget it normal next year.

Mr. Strange: Mr. Chairman, so we haven't looked at that. We're only looking at fiscal 27 so we'd have to look and see what's remaining in the budget for fiscal 26. Even if we wanted to we probably wouldn't have anybody in place, probably until May the earliest. So, maybe a couple of months.

Mr. Gennette: So, Mr. Chairman, just so you know, I'm all for whatever we can do to get the summer camp open. I know there's a lot of families and parents out there that are really kind of wondering what is going on. So, if we can get it done, I'd like to do it.

Mr. Silva: As I've mentioned several times I'm probably one of the oldest Whitney Park campers. It was a great time. I still remember most of my days there. It was a lot of fun, but I got a couple questions. One, I know you mentioned, at least you're speaking for yourself but did the Board actually vote on moving forward and getting this done yet?

Mr. McBride: As far as operating the summer camp, yeah.

Mr. Silva: You had an official. Cause you said certainly me I'm speaking for myself and I don't wanna.

Mr. McBride: Well, I'm speaking for myself as far as when I knew, right. But as far as voting to open the summer camp the consensus of our board is moving forward with the application.

Mr. Silva: The other thing is as we all know, Debbie Gates retired and she did an awful lot over there. A lot of work and I'm not sure if she took care of these registrations or did a lot of these functions. Who do we have to do that?

Mr. McBride: Yeah. So, right now we have Paul Fialho who's working in a part-time capacity between rec and golf. We also have a number of other options and I kind of laid some of this out in my communication with Marc. Some of the again the registration process needs to be modernized and that will come at some point. I think to bridge the gap between this year and kind of next year and getting somebody in place as a director who can kind of update, modernize, and look at all the web-based sort of platforms to be able to register folks. We'll utilize our before and after school staff and director to register folks during the week in the afternoons when they're there and also, we'll have the days that we're meeting on Tuesday's we will also have that period of time where folks can come in and register their kids for camp. So, there's options available and again I think it's just a matter of bridging the gap for this year's registrations and I think the parents are gonna find hopefully that registrations will be much easier down the road when we can go to a web-based sort of platform and folks can do it from the comfort of their own home or their workspace or wherever.

Mr. Silva: So, with Debbie being gone I'm sure there's funds in that her not being paid for these several months and until so there should be some in the fund there.

Mr. Gennette: Well, that's a full-time position available, right? Isn't there a full-time position available?

Mr. McBride: So, we kind of restructured that a little bit when she left with some of her hours when we brought Paul over who is then splitting time between DPW and golf. And so now he's kind of getting paid for that. So, I don't know exactly what is left in that line item. There may be some funds in there.

Mr. Silva: We probably should take a look at the funds that are available. That'll help some ... financials. Personally, I've always said we should have that. I'm all about service. Always been, always will be. I want every person in this community to be serviced the right way. So, whatever we can do, and I think we're mostly on board. We're gonna try to do and again I'm speaking for them, but they already spoke and kind of were in the same boat.

Mr. Gennette: We're in pretty good shape. We should be able.

Mr. Silva: It would be sad to see it go.

Mr. McBride: I agree. It's a program that's been in place in this town for 55 years. |

Mr. Silva: No, it wasn't there, all 55. No. Take it easy. Actually, it was.

Mr. McBride: And again, I think that we're very fortunate in this town, in this community offers its citizens an awful lot of services and maybe we don't always appreciate them until we actually need those services. It's important for the stability of the community and I think like I said we're gonna certainly do everything in our power to be able to ensure that we continue to be a good partner with the Board of Health and offer a safe, affordable alternative for parents for the summer for the kids.

Mr. Silva: I think moving forward I think we need to just hold on and wait until the Board of Health kind of gives us the okay that whatever time is gonna be required. There's no sense in doing anything now and then. So, I think we'll wait for that word and then we'll move forward and try to get the revenues that's required to move it forward.

Board to discuss sewer billing issues.

Mr. Strange: Mr. Chairman, we just wanted to provide a little bit of an update for the public as to what happened with the most recent sewer bills. In fact, we just had a meeting today with our reps from ITP who are MUNIS experts. And they still need to do a deeper dive on exactly where the technical error occurred. But essentially what happened was if you had an outstanding balance for your trash bill, it got tacked on to your sewer. So, I think that it certainly elevated the bills. And I know we heard a lot of people indicating that they thought that we were charging interest on past due balances, which we do not do. We do not charge any interest or penalties on sewer, late sewer bills, or late trash fee bills. Part of the increase in the bill amount was infrastructure projects through Springfield Water and Sewer Commission. That's the long and the short of it, inevitably whether these bills there are nuanced issues that come through that are specific to certain taxpayers but just sort of by and large overall that's what happened, is the unpaid trash bills got tacked into the sewer bills.

Mr. Gennette: Do we itemize those bills? I don't get one. So, I don't know what the bill looks like.

Mr. Rosenblum: Mr. Chairman, as my wife made sure, she said go into Town Hall and pay the sewer bill because you're a Selectman, so, you shouldn't have that outstanding.

Mr. Silva: I'm not paying. I refuse.

Mr. Rosenblum: Trash bill. It was the trash bill. So, I did see on the bill it said trash was paid on the top of my bill and then it just gave the sewer balance. So, it did say, it was like this was paid and I did see I think pictures of yours that you had sent to me saying where people that hadn't paid the trash, that's why they were going, holy cow my sewer bill is like 680 bucks or 700 bucks or whatever it was.

Mr. Silva: But the problem I'm having, can we really legally do that. Send somebody out a bill that's for sewer that is not a sewer bill. I mean, part of it the trash bill. If somebody chooses not to pay the trash bill, are we forcing them to pay the sewer bill and the trash bill?

Mr. Strange: Well, whatever was sent out is due to the town. Right. So, because it's, tend to get to far into the weeds, but because it's coated as utilities, because trash is now considered a utility along with sewer, it recognizes that those utility outstanding balances and put it on the bill. And correct me if I'm wrong, but if you'd paid your trash bill, you didn't have a problem unless you were a senior and you get your \$50 abatement. We've seen incidents where it'll show past due \$50, which is the senior discount, so, we're dealing with those as one offs. But again, we're trying to get to the bottom how to code it properly cause there is a way to just code it where it says sewer and then what you owe and then trash and what you owe. It's highly unlikely this will happen again depending on what we find when we do our deeper dive.

Mr. Silva: So, long story short, what are people suggested I'm gonna say to do when they feel their tax bill or something is wrong. Come in and

Mr. Strange: Yeah, it's been a very busy couple weeks as I'm sure you can imagine. Lots of calls to DPW and stop ins. Lots of calls to our Collector's office and stop ins. Absolutely. That's what we're here for, to try and answer questions to the best of our ability. Like I said, some of them are nuanced, some people have multiple properties, which can cause a little bit of a confusion, but I would just say call or stop into the Collector's office.

Mr. Rosenblum: Mr. Chairman, you have trash under a utility. Why wouldn't it go under like a service?

Mr. Strange: It's a module. So, in MUNIS there's a utility billing module and in that module, which this is pretty consistent for a lot of our MUNIS modules, we really haven't been using it. So, the only utility bill that had been billed using that utility billing module was sewer. So, this past year, in order to ironically enough make the billing more efficient we created trash within that utility billing module, which was the first time and for some reason it swooped in or added in the trash outstanding balances that was in that utility billing module along with the outstanding sewer bills.

Mr. Rosenblum: So, just my question with the MUNIS, because you can break it down into as many orgs as you really want. So, I know for me, I have landscaping, I have repairs and maintenance, and I actually have a rubbish and trash removal one that it's singular to itself. Like there are utilities but then there's one that's utilities Eversource. Then there's one that's utilities or whatever. Gas. Diesel. Things like that. Couldn't we just create its own modules so that it's separate and you can do a rubbish and trash removal so that it wouldn't code in with a utility.

Mr. Strange: And we have that. So, the general code is 60. And again, not to get into the weeds, there's 60 and then there's like 12 different categories under 60. One of those categories is trash. That's what we're looking at. Why did the trash, even though it has its own category, why did it get included in the sewer.

Mr. Silva: The other thing Marc, we want to explain to people that the reason they're even numbers now is also because our rates are even and they do it on whatever.

Mr. Strange: Yeah. So, its cubic feet. Mr. Chairman, so, the rate per cubic feet is \$5 even. That's why your sewer bills were for the most part, even, unless you had some odd number that was tacked on.

Mr. Silva: There is still confusion because I have three of them and all three of them are different. Like for instance this one here, I got payments \$600. Now if these payments were before they weren't even. So, I'm assuming the payment is for the trash that was paid.

Mr. Strange: Most likely a three-family house.

Mr. Silva: Most likely but, whose to know all this stuff. And then I got current charge and the other ones I have a past due, a payment, and the thing.

Mr. Strange: Yes. The first time that we looked at a bill it was confusing. If I had received that as a resident I would've been confused. So, obviously we're working on that.

Mr. Silva: Okay. We'll fix it folks, like we've been trying to fix everything else.

## **TOWN ADMINISTRATOR'S REPORT**

Mr. Strange: So, just a few things here, Mr. Chairman. So, 63 Chestnut and 54 Winsor. So, last week one of the water pipes burst inside of 63 Chestnut. As they do during the winter time they froze and one of them burst and it caused flooding and resulted in damage not only in 63 Chestnut but 39 Chestnut which is owned by the Ludlow Housing Authority and includes the Exit 7 Theater. We've been in contact with the Executive Director Robin Carvide and her team at LHA to help them navigate the insurance process. In terms of town administration

and town operations the bigger question is what do we do with these buildings? Both structures require multiple million dollars worth of repairs and upgrades to make them code compliant and habitable. Both are deed restricted for public purpose use only. But we think it might be time to get an estimate for how much it would cost to demolish the buildings, potentially one at a time to stretch over multiple fiscal years to mitigate the impact on our capital budget. Every year we ensure these buildings and every year we seem to have a flooding issue from busted pipes. The issue is both buildings have wet sprinkler systems, which means the pipes have to be full of water. And if we shut off the water from the street into the building, that creates an even larger fire hazard because there's no fire mitigation available in the buildings. The other solution is to heat both buildings. They're large and empty and the heating system is not terribly efficient. In speaking with DPW Superintendent Jamie Tomas and Chief Pease, we're all in agreement that the most prudent course of action is probably to look at demolishing the buildings. Did you guys have any comments on that?

Mr. Silva: Yeah. Marc, one building certainly can be demolished, but the other building would have to have some kind of working done with the heating and all that and the waters.

Mr. Strange: They'd have to figure out a way.

Mr. Silva: To heat that other building.

Mr. Strange: Yes. Exactly. So, for the public, the heating system that heats 63 Chestnut is actually located inside of 39 Chestnut. And the duct work runs underneath the ground into 63 Chestnut, which is actually the way the water got from 63 Chestnut into 39 Chestnut.

Mr. Rosenblum: Clarify the addresses for me. Exit 7?

Mr. Strange: Exit 7 is in 39. My understanding is that 39 is LHA and then Exit 7 rents from them at 39.

Mr. Rosenblum: And which one would we be most likely to demolish? 63?

Mr. Strange: Probably 63.

Mr. Silva: I just can't believe that nice building, something can't be done with it.

Mr. Rosenblum: Does it affect senior housing?

Mr. Strange: Going to have to figure out a way to heat their own building or maybe just a matter of cutting off the duct work to 63. I don't know. That's certainly not my sweet spot.

Mr. Rosenblum: That's gonna be a major.

Mr. Gennette: Is the Ludlow Housing Authority independent of us?

Mr. Strange: Yes.

Mr. Gennette: What's the ...? So, we don't own those properties at all. Ludlow Housing Authority is its own.

Mr. Silva: It's actually run by Chicopee still, isn't it? Chicopee housing.

Mr. Strange: I don't know if Jake if he oversees Ludlow Housing Authority. I'm not sure.

Mr. Silva: They did for a couple years.

Mr. Rosenblum: Housing Authority is they've don't want anything. It's almost to the point where they don't want to be involved. Well, almost not involved with it because we had the opportunity to do something before and they're kind of like, nah, no.

Mr. Strange: Yeah. They're their own separate entity. They make their own decisions, completely independent of the town.

Mr. Rosenblum: So, with a demo does that increase the possibility for more parking?

Mr. Strange: Yes.

Mr. Gennette: Do we need more parking there?

Mr. Rosenblum: Well, how many things do we have down at the gazebo now? And everyone's parking on the side streets. They're parking across at the mills. They're parking in Walgreens. And in the same sense they can still park there but then maybe you put more activities in that parking lot. I'm just saying is if you give an opportunity to park there or put your food trucks there instead of on the side of the street where there's traffic, it opens up the possibilities for that. Cause we use that, well the Ludlow Cultural Council does it all summer for music. We do pretty much, is it called Celebrate Ludlow down there and there's other organizations that use it. Honestly, is what we're doing is we're trying to piecemeal something. It's almost to the point of saying, yeah, it's costing us with insurance and heat, and as you had said and Mr. Goncalves had said before, is that to really sell that property is like peanuts. You're not getting, I mean like 50,000, I mean it's not like it's you're getting 1.2 million, you're not getting anything.

Mr. Strange: Yeah. The buildings are just, they're small depending on what you want to use them for, it's gotta be for public purpose. So, maybe public housing in there that requires a lot of subsidies, a lot of bureaucratic negotiations and processes. The inside of the buildings, the spaces aren't large enough to make it economical. We've spoken with Win about this. We've spoken to West Mass Development. We actually spoke to another affordable housing developer. It was a gentleman who was the project manager on Mill Eight and went with another company and reached out asking about the buildings. We sent them information and we never heard back from them. I just don't know what else we can do. For example, this insurance claim is a \$25,000 deductible on it.

Mr. Silva: I talked to actually to our, who were they? I lost it. They were here. Talked about the block grants and all that. I actually talked to them about doing something with that. They said potentially there is, but who knows when, what and how much.

Mr. Gennette: Let's take them down and let's look for grants to have a municipal theater put there. We'll move Exit 7 over. And put a new building on that site.

Mr. Silva: Put up a new building?

Mr. Gennette: Municipal theater.

Mr. Silva: You got \$12 million.

Mr. Gennette: Get a grant.

Mr. Rosenblum: I hate to get off track here. What's going on on the first floor of the Mills ...? I know there was a discussion about ... we just kind of gone past.

Mr. Strange: I think they've hit a little bit of a road bump.

Mr. Gennette: Well, that's what I mean. We get a little more into the artsy part of the whole thing.

Mr. Silva: But then if you're gonna do that, you might as well renovate it.

Mr. Gennette: We aren't gonna renovate those buildings into a Center for the Arts, but there's gotta be grant opportunities for art center, you know what I mean?

Mr. Strange: There is. It's so costly.

Mr. Rosenblum: It's the change of usage is what's gonna bring it all and then you're gutting it and bringing it to code. Because once you change. Yeah, you tear it down and build it. Look at what vets was supposed to be. We got lucky on that tear down.

Mr. Gennette: But what I'm saying is a theater like that doesn't use a traditional building. You can't just convert it over and. Have you ever been to the Majestic West Springfield?

Mr. Rosenblum: Yeah.

Mr. Gennette: That's kind of what I'm talking about.

Mr. Strange: Yeah. Different kind of building. Part of the process if we start down that path.

Mr. Silva: Alright. Town election.

Mr. Strange: So, the town election and town meeting, we've been speaking with Town Clerk Kim Batista about changing the order of the annual town election and the town meeting. With the town election occurring in late March, any newly elected Select Board or School Committee member joins the warrant in the town budget review process literally at the 11<sup>th</sup> hour. So, the town election is March 23<sup>rd</sup>. I think you guys are voting on the budget the next meeting. So literally whoever fills Tony's vacated seat is gonna be voting on the budget in their first meeting. Furthermore, when as we do this year, there's a debt exclusion request town meeting has to authorize the bond and then we either need to hold a special election to the tune of about \$25,000 to allow voters to be heard at the ballot box or we have to wait 10 months for the next town election. And by that time whatever the quotes that we had in May are most likely gonna change. It's not efficient. So, we're working with Kim on bylaw amendments and possible dates, early thoughts, or holding town meeting in mid-April and then having the town election in May. Seems more operationally efficient to do that. And in speaking with Kim, she seems to be on board. She's checking with her wardens, and we'll know more probably in the next few weeks. Lastly, just wanted to touch base on the excise tax bills. So, commitments number six and seven for the 2025 motor vehicle excise tax bills, I can't remember if they were recently sent out or they're gonna be sent out shortly. These are bills for vehicles that were purchased late in calendar year 2025. On the heels of that commitment six and seven for 25, we will also be sending out the first commitment, which is the major, the big commitment for 2026 motor vehicle excise tax bills very soon, probably in February, if not early March. So, if you're a resident who purchased and registered a vehicle in the latter portion of 2025, you will be receiving a bill for 2025 that's prorated for the year. And then on the heels of that you'll be getting a 2026 bill just to try to get the message out there and provide any clarification.

**BOARD UPDATES/MISC**

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

**CLOSING COMMENTS**

Mr. Gennette: I thought I was done with the superintendent search but apparently, I've got another night I gotta go. Thought we were done. Yeah. We thought we were done. So, it went well. Great candidates. Great pool. But it looks like we're gonna go to another one.

**Motion made by Mr. Rosenblum to close the Select Board meeting at 7:34 P.M. Mr. Gennette second. All in favor. Motion passed 3-0.**

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\_\_\_\_\_  
\_\_\_\_\_  
Ludlow Select Board

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



**Ayotte & King For Tile, Inc**  
 165 Trilby Ave, Chicopee, MA 01020  
 P: (413) 532-9463 F: (413) 534-0149  
 www.ayotteandking.com  
 WBE Certified by Supplier Diversity Office (SDO)  
 AA/EOE

February 13, 2026

DAVE  
 LUDLOW, TOWN  
 488 CHAPIN STREET  
 LUDLOW, MA 01056

Re: LUDLOW ANIMAL CONTROL OFFICE  
 Bid # Q0005930  
 LVT

Please see quote below. If you have any questions please feel free to give us a call.

Scope of Work:

LABOR AND MATERIAL TO INSTALL LVT FLOORING IN THE ANIMAL CONTROL OFFICE

MATERIAL AND LABOR	\$ 3,190.00		
MOVE FURNITURE	\$ 295.00		
		Total Price	\$3,485.00

Notes:

QUOTE INCLUDES DEMO AND FLOOR PREP

Thank you for the opportunity.

Bob King



MIIA Wellness Grant

APPLICATION QUESTIONS

You must address each question. Be specific and thorough with your answers to these questions. If you need more space for extended feedback, please attach a separate document.

1. Describe the project, products, and services you are seeking to have funded. How will this project enhance the health and wellbeing of your employees?

The products that we have elected to use with this grant is commercial grade fitness equipment from Perform Better which a reputable company within the New England area based in Rhode Island. We have used this company in previous grant submissions and have always found this company to have the highest level of customer service. We currently have numerous items from this company and the members of the Ludlow Police Department have praised the quality and durability of these products.

This grant will be used to continue and enhance the health and well-being of the employees of the Ludlow Police Department by increasing the cardiovascular equipment that our gym facility currently has as well as upgrading strength equipment that is many years past its prime. Some of the benefits of cardio vascular exercise include the lowered risk of disease and a more active immune system. These benefits are important for everyone worldwide and are not just exclusive of police officers. A few additional benefits of cardiovascular exercise that are incredibly important for the individuals in policing today are that it prevents stress, regulates heart health, controls blood pressure and boosts energy. These benefits go hand in hand with the everyday stresses and concerns of police officers as they navigate through long careers. At the Ludlow Police Department, we have been trying to

2. Grant requests that improve overall employee health and wellbeing over the long-term will be given priority. How will your project and its impact show long-lasting results?

Our project to increase and expand our gym facility will be sustainable on two different avenues. We feel that by carefully and strategically choosing equipment that is of high quality and built to last, that our equipment being there and functioning will in of itself be sustainable. The second avenue of sustainability is to establish a gym facility that has a broad range of equipment and fitness options that will not only allow a member to vary workouts from day to day, but that is also gives options and equipment to the members in the beginning stages of fitness training or rehabbing from an injury.

3. How many people will you reach and how will you ensure that number (or more) is sustainable?

76 The Ludlow Police Department is currently staffed for 43 Police Officers, 17 Part-Time Police Officers, 13 Full and Part-Time Dispatchers and 3 Civilian Employees (Total of 76 Employees) that all have access to our gym facility 24 hours a day, 7 days a week. Our Police Department is slated for these employees budgetary wise so the number of employees will continue to be the same number if not increasing over time. The department is obviously open 24/7 so accessibility will continue to be the same amount of hours. I believe that those two factors ensure that the number of people we will reach promotes sustainability.

4. Who is/are the vendor(s) you have chosen to do the services or provide the equipment?

Perform Better Commercial Grade Fitness

5. Who will be your point person(s) to manage the project with The Health Trust?

Detective Sergeant Stephen Ricardi sricardi@ludlowpolice.com

6. Dollar amount for MIIA Grant portion of project (please list all items/services with their costs; every item/service must include a Vendor Estimate). Total allotted: \$25,000.00. Used: \$7,957.00. Remaining: \$17,043.00.

Table with 2 columns: Amount and Item Name. Items include Bosu Balance Trainer Pro, Sport, T-Handle for the First Place Extreme Core Trainer, PB Extreme Men's 20KG Olympic Bar (2), PB Extreme Mini Band 4 Pack (3), PB Extreme Ski Trainer, 1" Hex Black Collars (4), Chain Crushers, Urethane Grip 35" Revolving Lat Bar, and First Place Hanging Club Mat - 72" Black (2).



\$38.00	First Place Adjustable Wall Mat Rack
\$349.00	Movestrong Strongman Log
\$64.00	PB Extreme Jam-Ball (40lb)
\$42.00	Economy Balance Pad - Regular Balance Pad (Black)
\$134.00	Wall Mounted Medicine Ball Rack
\$95.00	Olympic Curl Bar
\$295.00	Shipping

Is this application for snacks?

No

General Notes (optional)

MIIA Member	Ludlow
Date	1/21/2026
Contact	Detective Sergeant Stephen Ricardi
Department	Ludlow Police Department
Phone	(413)583-8305
Email	sricardi@ludlowpolice.com

By signing and submitting this application, I (we) attest that all applicable state and local purchasing regulations and guidelines have been followed.

\_\_\_\_\_  
Chief Municipal Officer Signature

Michael N. Brennan - 1/21/2026

\_\_\_\_\_  
Chief Procurement Officer Signature

Marc A. Strange - 1/21/2026

# TOWN OF LUDLOW

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

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DATE: February, 2026

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

Retro-Fit Technologies, Inc.

[“Contractor”]

Danielle Prouty

[Contact Name for Responsible Person]

350 Myles Standish Blvd, Suite 202

Taunton, MA 02780

[Address of the Contractor]

(508) 478-2222

[Telephone Number]

dprouty@retrofit.com

[Email Address]

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

**EERP Support Services, as more fully set forth in the Contractor’s Quote, attached hereto as Exhibit A and incorporated fully herein, provided that, where the terms of this Contract and Exhibit A conflict, the terms of this Contract shall prevail.**

**Furthermore, all of the terms and conditions of the Commonwealth of Massachusetts, Operational Services Division, ITC73: IT Hardware and Services Contract, are incorporated herein and made a part hereof. Conflicting terms, conditions or agreements included in or attached to this form, or accepted via a click-through agreement, shall be considered to be superseded and void.**

2. The Contract price to be paid to the Contractor by the Town is:

**\$63,550.00**

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 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.
- 3.3 Final payment, including any unpaid balance of the Contractor's compensation, shall be due and payable when such goods and materials are delivered and accepted by the Town, or when final services are rendered or the Project is completed to the satisfaction of the Town, as the case may be.

#### 4. Security (*Intentionally omitted*)

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all, provided that, where the terms of the Contract and any document provided by the Contractor conflict, the terms of the Contract shall prevail. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the

Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before **June 30, 2026**, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

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

8. Permits and Approvals:

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

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; (2) any failure to perform any of the Contractor's obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall 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 shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

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

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state

or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws of Massachusetts are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

- 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, 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.

- 12.4 The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, et seq. (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing wage), as applicable.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (Chapter 268A of the General Laws of Massachusetts), 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 Chapter 268A.

#### 14. Certification of Tax Compliance

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

#### 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 M.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.

#### 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 Select Board; 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 in substantially the same form attached as **Exhibit C** hereto 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 unless and until the Contractor complies with this section.

#### 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 shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

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

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

part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

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

## 22. Insurance

### 22.1 Workers Compensation Insurance:

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

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the 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. Such Certificate shall be attached as **Exhibit D** hereto.

### 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 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). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage, and shall be attached as **Exhibit D** hereto. 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. Coverages 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 of 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 issues any material for publication through any medium.

### 24. No Employment

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

### 25. Audit, Inspection and Recordkeeping

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

## 26. Payment

The Town agrees to make all reasonable efforts to pay 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.

33. Counterparts:

The parties may execute this Contract in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**TOWN OF LUDLOW**  
**Acting by and through its Select Board:**

**CONTRACTOR**

\_\_\_\_\_  
Chair Date

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

\_\_\_\_\_  
Vice-Chair Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Clerk Date

\_\_\_\_\_  
Member Date

\_\_\_\_\_  
Member Date

**Certified as to Appropriation/  
Availability of Funds:**

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

**Chief Procurement Officer:**

\_\_\_\_\_  
Date

**Certified as to Form:**

\_\_\_\_\_  
Town Counsel Date

**EXHIBIT A**  
**CONTRACTOR'S QUOTE**

**EXHIBIT B**  
**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:

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

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

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Chapter 62C, Section 49A of the Massachusetts General Laws,

\_\_\_\_\_ [*Print name of authorized signatory*],  
the authorized signatory for \_\_\_\_\_ [*Print company name*],  
 (“Contractor”) whose principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ [*Print address of principal place of business*], does  
hereby certify under the pains and penalties of perjury that Contractor has paid all Massachusetts  
taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes,  
reporting of employees and contractors, and withholding and remitting child support.

The Contractor by:

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

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

\_\_\_\_\_  
Title/Authority

\_\_\_\_\_  
Federal Tax ID Number or Social Security Number

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**EXHIBIT C**  
**CLERK'S CERTIFICATE**

Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [*Identify President and/or Vice President or other authorized signatory*], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: 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 seal, 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, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

**EXHIBIT D**  
**CERTIFICATE OF INSURANCE**



# Q# 12465 - EERP Support Services (ITP)

Prepared for Town of Ludlow

488 Chapin Street

Ludlow, Massachusetts 01056, United States

Attention: Marc Strange | mstrange@ludlow.ma.us

By Danielle Prouty | dprouty@retrofit.com

Valid until Friday, February 27, 2026

Mass State Contract ITC73

EERP Support Services (ITP) **\$63,550.00**

Product	Quantity	Price	Amount
 EERP (Munis) – Human Capital Management including Payroll Support 2/1/2026 – 6/30/2026 <ul style="list-style-type: none"> <li>• Support optimization of Payroll Team</li> <li>o Cleanup of Employee Records including historical data</li> <li>o Payroll processing</li> <li>o Workflow &amp; TCM with ReadyForms</li> <li>• Support optimization of Human Capital Management Team</li> <li>o Cleanup of Employee Records including historical data</li> <li>o Employee Self Service with Time Entry</li> <li>o Design Setup of Position Control</li> <li>o Design of Setup of Benefit Administration Module</li> <li>• Support EERP Support Ticket Escalation &amp; Resolution</li> </ul>	100	\$155.00	\$15,500.00
 EERP (Munis) – Financial Management Support 2/1/2026 – 6/30/2026 <ul style="list-style-type: none"> <li>• Support optimization of Financial Management Team optimization focus areas such as:</li> <li>o Period &amp; Year End Close</li> <li>o Budget</li> <li>o Accounts Payable with TCM &amp; ReadyForms</li> <li>o Enabling workflow</li> <li>• Support EERP Support Ticket Escalation &amp; Resolution</li> </ul>	100	\$155.00	\$15,500.00
 EERP (Munis) Admin & Technical Analyst Support 2/1/2026 – 6/30/2026 up to 10 hours per week. <ul style="list-style-type: none"> <li>• LDAP Sync, Active Directory Support</li> <li>• Vendor Support Management, as needed</li> <li>• EERP Support Ticket Management and resolution, as needed.</li> <li>• Munis related System Updates</li> <li>• Tyler Deployment, version updates, validation and system fixes, patch updates</li> <li>• Import, Export, vendor support for 3rd party interfaces</li> <li>• RBAC Security Role cleanup and design</li> <li>• Electronic Business Rule Design, testing, validation, HUB Cube Reporting</li> <li>• TCM Support</li> </ul>	210	\$155.00	\$32,550.00

Subtotal	\$63,550.00
Shipping	\$0.00
Tax	\$0.00
<b>Total</b>	<b>\$63,550.00</b>

QUOTE MAY INCLUDE PROMOTIONAL PRICING VALID THROUGH THE END OF THE CURRENT MONTH.  
 PRICES MAY CHANGE IF ORDER IS RECEIVED AFTER THE END OF THE CURRENT MONTH.

**RetroFit is a proud SDO Certified Women Enterprise Business (WBE)**

RetroFit is an approved vendor on state contracts ITC73, ITS78 and ERATE.  
 Please attach this quote when submitting the Purchase Order.

RetroFit Technologies, Inc.  
 350 Myles Standish Blvd, Suite 202  
 Taunton, MA 02780

Vendor No: VC6000169064

Typographical Errors - RetroFit cannot be held bound or held responsible for typographical errors or omissions.

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Name (Please Print)

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Signature

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Title

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Date

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PO#



## Town of Ludlow Select Board

### Contract Signatory Authority Policy

**Purpose:** The purpose of this Contract Signatory Authority Policy (the “Policy”) is to set forth the general signatory authority for Town contracts, as determined by statute, special legislation and the Town’s bylaws.

Pursuant to M.G.L. c. 4 § 7, the Select Board is the Chief Executive Officer of a Town and has inherent authority to sign contracts on behalf of the Town. Pursuant to the Town’s bylaws at Section 11-39, “the town administrator shall be the administrative officer of the town 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 this chapter.” Boards and commissions may also be delegated authority by statute, Town Meeting or the Select Board to sign certain contracts. However, contracting authority is limited by Massachusetts procurement laws and M.G.L. c. 44 Section 31, which states “no department financed by municipal revenue, or in whole or in part by taxation, of any city or town, except Boston, shall incur a liability in excess of the appropriation made for the use of such department...” while applies to all contracts by a municipal body.

**Applicability:** This Policy shall apply to all contracts executed by the Town.

#### **Policy, Rules, & Regulations:**

1. The Select Board shall have the authority, as permitted by statute, to execute all Town contracts as part of their inherent authority as Chief Executive Officer of the Town, unless otherwise set forth by statute or Town bylaw.
2. The Town Administrator serves as the chief procurement officer and is responsible for the purchase of all supplies, materials, and equipment, except books and other educational materials for schools, and approves the award of all contracts for all town departments. For contracts awarded pursuant to c. 30B, the Town Administrator may execute contracts without prior approval from the Select Board, subject to appropriation and availability of funding. *Town Bylaws, Section 11-39(h)*.

Notwithstanding, the Town Administrator may consult with and/or defer to the Select Board when in his or her professional judgment it is appropriate to do so given the circumstances, costs or nature of the contract.

3. The Town Administrator is responsible for the negotiation of all contracts with town employees over wages, and other terms and conditions of employment, except employees of the school department, subject to the approval of the Select Board. *Town Bylaws, Section 11-39(k)*
  
4. The Municipal Golf Course Commission is authorized to make all contracts and agreements for a term of not more than three years necessary or incidental to the performance of its duties and the execution of its powers under this act, to employ such agents and employees as may be necessary in its judgment, and to fix their compensation, and to do all acts and things necessary or convenient to carry out the powers expressly granted in this act; provided, that the provisions of Chapter thirty-one of the General Laws shall not apply to any such employees. *Special Acts of 1974, Chapter 600.*
  
5. No board or officer shall make any contract on behalf of the Town, the execution of which shall necessarily extend beyond three years from the date thereof, except as otherwise. *Town Bylaws, Section 11-15.*
  
6. This policy shall not affect or preclude any Town officer, board or committee or commission from entering into a contract where such authority is explicitly provided by law or where such authority has been explicitly delegated in writing where permitted by law.

Dated:

Approved/Adopted:

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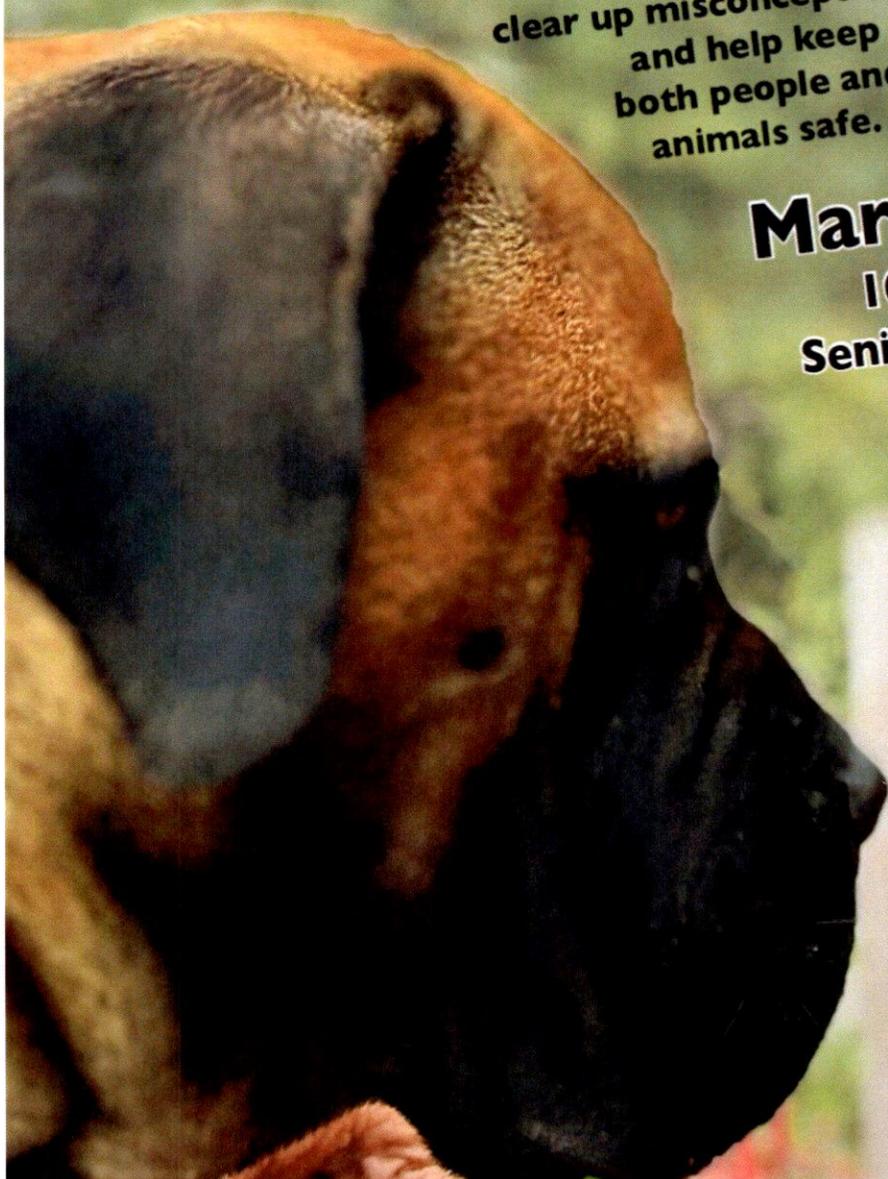
# Ask Your **ACO**

Join us with ACO Anderson & Rozee,  
her community support dog,  
to answer your questions about

- ~ animal safety
- ~ wildlife encounters
- ~ ordinances
- ... and more.

Our Animal Control Officer  
is here to share tips,  
clear up misconceptions,  
and help keep  
both people and  
animals safe.

**March 20<sup>th</sup>, 2026**  
10:00 - 11:00 am  
Senior Center, Ludlow



**LUDLOW PLANNING BOARD**  
**488 CHAPIN STREET**  
**LUDLOW, MA 01056**  
**583-5600 Ext. 7**

RECEIVED  
TOWN CLERK'S OFFICE  
2026 FEB 20 A 10:12  
TOWN OF LUDLOW

**LEGAL NOTICE – SITE PLAN**

The Ludlow Planning Board will hold a public hearing in Ludlow Town Hall, Select Board's Conference Room on **Thursday, March 12, 2026, at 7:15 p.m.** on the application of Nikkie Pollis, Ludlow, MA West St. Solar LLC for the property located at **155 West Street, Ludlow, MA (Assessors' Map 2D, Parcel 1-1)** for the purpose of: construction of large-scale ground mounted photovoltaic (PV) energy system. Approximately 9 acres of the 12.2 acres are located in Ludlow.

If for any reason this hearing is cancelled, it will be rescheduled to Thursday, March 26, 2026.

Raymond Phoenix  
Chairman

Register – Please publish as a legal notice in the **02/25/26 & 03/04/26** editions.

cc: Town Clerk – Please post.  
Applicant  
Abutters  
Surrounding Communities

Assessors  
Building Department  
Conservation Commission  
Board of Health  
Department of Public Works  
Fire Department  
Safety Committee  
Select Board

**LUDLOW PLANNING BOARD**  
**488 CHAPIN STREET**  
**LUDLOW, MA 01056**  
**583-5600 Ext. 7**

RECEIVED  
TOWN CLERK'S OFFICE

2026 FEB 20 A 10: 12

TOWN OF LUDLOW

**LEGAL NOTICE – SPECIAL PERMIT / HOME OCCUPATION**

The Ludlow Planning Board will hold a public hearing in Ludlow Town Hall, Select Board's Conference Room on **Thursday, March 12, 2026, at 7:00 p.m.** on the application of Alexis Smith of 29 Sunset Ridge, Ludlow, MA (Assessors' Map 25, Parcel 27A) for: **home office for doula services.**

If for any reason this hearing is cancelled, it will be rescheduled to Thursday, March 26, 2026.

Raymond Phoenix  
Chairman

Register – Please publish as a legal notice in the **02/25/26 & 03/04/26** editions.

cc: Town Clerk – Please post.  
Applicant  
Abutters  
Surrounding Communities

Assessors  
Building Department  
Conservation Commission  
Board of Health  
Department of Public Works  
Fire Department  
Safety Committee  
Select Board

**LUDLOW PLANNING BOARD**  
**488 CHAPIN STREET**  
**LUDLOW, MA 01056**  
**583-5600 Ext. 7**

RECEIVED  
TOWN CLERK'S OFFICE

2026 FEB 20 A 10:12

TOWN OF LUDLOW

**LEGAL NOTICE – SPECIAL PERMIT / HOME OCCUPATION**

The Ludlow Planning Board will hold a public hearing in Ludlow Town Hall, Select Board's Conference Room on **Thursday, March 12, 2026, at 7:05 p.m.** on the application of Nicholas Gomes of 72 Westerly Circle, Ludlow, MA (Assessors' Map 33, Parcel 31) for: **home office for painting business.**

If for any reason this hearing is cancelled, it will be rescheduled to Thursday, March 26, 2026.

Raymond Phoenix  
Chairman

Register – Please publish as a legal notice in the **02/25/26 & 03/04/26** editions.

cc: Town Clerk – Please post.  
Applicant  
Abutters  
Surrounding Communities

Assessors  
Building Department  
Conservation Commission  
Board of Health  
Department of Public Works  
Fire Department  
Safety Committee  
Select Board

**LUDLOW CONSERVATION COMMISSION**

**488 CHAPIN STREET  
LUDLOW, MA 01056  
(413) 583-5600 Ext. 1282**

RECEIVED  
TOWN CLERK'S OFFICE  
2026 FEB 20 A 11:32  
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, Select Board's Conference Room, for **Wednesday, March 4, 2026, at 7:10 p.m.** for the Request for Determination of Applicability application of Wilbraham Department of Public Works, for the property located at Miller Street Right-of-Way. The subject of the meeting is: replacement of approximately 6.900 linear feet of the existing water main.

If for any reason this meeting is cancelled, it will be rescheduled to Wednesday, April 1, 2026.

Angela Tierney  
Chair

**LUDLOW REGISTER:** Please publish as legal notice on **Wednesday, February 25, 2026.**

Cc: Town Clerk – Please post.  
Applicant/Representative  
Board of Health  
Building Commissioner  
Department of Public Works  
Planning Board  
Select Board

**LUDLOW CONSERVATION COMMISSION**

**488 CHAPIN STREET  
LUDLOW, MA 01056  
(413) 583-5600 Ext. 1282**

RECEIVED  
TOWN CLERK'S OFFICE

2026 FEB 20 A 11:32

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, Select Board's Conference Room, for **Wednesday, March 4, 2026, at 7:05 p.m.** for the Request for Determination of Applicability application of Eversource Gas of Massachusetts, for the property located at Miller Street (within public roadway layout). The subject of the meeting is: installation of approximately 700 feet of new gas main from the Parker Lane intersection to the Oak Knoll Circle intersection.

If for any reason this meeting is cancelled, it will be rescheduled to Wednesday, April 1, 2026.

Angela Tierney  
Chair

**LUDLOW REGISTER:** Please publish as legal notice on **Wednesday, February 25, 2026.**

Cc: Town Clerk – Please post.  
Applicant/Representative  
Board of Health  
Building Commissioner  
Department of Public Works  
Planning Board  
Select Board

**LUDLOW CONSERVATION COMMISSION**  
**488 CHAPIN STREET**  
**LUDLOW, MA 01056**  
**(413) 583-5600 Ext. 1282**

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2026 FEB 20 A 11:32  
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, Select Board's Conference Room, for **Wednesday, March 4, 2026, at 6:40 p.m.** for the Request for Determination of Applicability application of Josue Irizarry, for the property located at 91 Claudia's Way (Assessors' Map 26, Parcel 1). The subject of the meeting is: replace shed, replace fenced dugout, install batting cage.

If for any reason this meeting is cancelled, it will be rescheduled to Wednesday, April 1, 2026.

Angela Tierney  
Chair

**LUDLOW REGISTER:** Please publish as legal notice on **Wednesday, February 25, 2026.**

- Cc: Town Clerk – Please post.  
Applicant/Representative  
Board of Health  
Building Commissioner  
Department of Public Works  
Planning Board  
Select Board