



RECEIVED
TOWN CLERK'S OFFICE
2026 MAY 14 P 2: 08
TOWN OF LUDLOW

Town of Ludlow, Massachusetts
Office of the Select Board

AGENDA
SELECT BOARD
Select Board's Conference Room
May 19, 2026
5:30 P.M.

EXECUTIVE SESSION – 5:00 P.M. – Pursuant to the Open Meeting Law (Chapter 30A, Section 21(a)(2) and (a)(3)) - to conduct Step 3 hearing regarding grievance filed by the Ludlow Police Patrolmen's Union, MASSCOP Local 507.

Board to approve and sign executive session minutes from meeting of May 5, 2026.

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

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 – 5:45 P.M. – PUBLIC COMMENT

VISITATION

5:45 P.M. – **PUBLIC HEARING** – Eversource Pole Hearing – 35 Pinewood Drive.

6:00 P.M. – **PUBLIC HEARING** – Alteration of Premises – Casa Pizzeria, LLC – 325 East Street.

6:15 P.M. – **PUBLIC HEARING** – Nuisance Dog – 26 Wilson Street.

6:30 P.M. – Cares Coalition

6:45 P.M. – Vincent Mason – Town Accountant Interview

7:15 P.M. – Michelle White – Town Accountant Interview



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7:45 P.M. – Ashley Terranova – Town Accountant Interview

CORRESPONDENCE

26-77 Tapestry Health – Request for Opioid Reimbursement in the amount of \$7,144.63.

26-78 MMWEC – 2026 2nd Quarter Inspection of Natural Gas Pipeline.

26-79 Green Day Recycling – Requesting permission to place temporary signage at the intersection of Center Street & the Mass Pike or other high visibility intersections to promote Electronics Recycling Event with the First Church to be held on Saturday, August 22nd.

26-80 Ludlow Parade Committee – Board to accept the new Parade Route due to bridge closure.

UNFINISHED BUSINESS

Board to approve and sign agreement between the Town of Ludlow and Springfield Water & Sewer Commission for Wastewater Services (tabled from May 5, 2026).

Board to approve and sign the contract between the Town of Ludlow (DPW) and Dennis K. Burke, Inc. for FY27 Gas Agreement (tabled from May 5, 2026).

NEW BUSINESS

Board to approve and sign minutes from meeting of May 5, 2026.

Board to approve and sign the contract between System 4 and the Town of Ludlow for cleaning services at Hubbard Memorial Library in the amount of \$26,388.

Board to discuss and possibly vote to authorize \$2,473 in Building Infrastructure funds to repair sprinkler system at 63 Chestnut Street.

Board to appoint Mike Kelliher to the Capital Improvement Planning Committee as the Finance Committee representative.



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Board to discuss and possibly vote to enter into an inter-municipal agreement with the Town of Palmer for shared veteran's services.

Board to discuss updating the town's Financial Policy Manual.

Board to discuss effective/adoption dates to the Financial Policy Manual and Town Administrator Evaluation policy.

Town Administrator to provide an update on the FY26 Free Cash certification amount.

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:

Memorial Day Parade – Monday, May 25th

Town Hall Closed Monday May 25th in observance of Memorial Day.

Children's Bike Parade & Rodeo – June 13th 11:00 a.m. – Starts at the Riverwalk and ends at Sole Syndicate with a luncheon special available after.

Town Wide Tag Sale – June 20th at Ludlow High School 9:00 a.m. – 3:00 p.m. Rain date June 21st.

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.

PETITION TO INSTALL AND MAINTAIN UNDERGROUND LINES FOR THE TRANSMISSION OF ELECTRICITY

To the Select Board of the City of Ludlow, Massachusetts.

WESTERN MASSACHUSETTS ELECTRIC COMPANY prays that after due notice and a hearing as provided by the law it may be granted permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan filed herewith and made a part hereof together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as indicated by said plan marked:

The following is the public way referred to above:

Location: The area of 35 Pinewood Dr. Ludlow, MA.

Reason: Eversource is requesting permission to install (1) 40' CL1 joint owned pole. This pole is to be located approximately 95FT from existing pole 287/1 and placed in line with existing poles which approximately 35' from opposite side of the roadway. This pole will be used to re-feed service to house 35 Pinewood Rd as part of a solar upgrade for the customer.

Drawing # 22938122

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

WESTERN MASSACHUSETTS ELECTRIC COMPANY

By: Matt Cosmini
Engineering Designer
Phone: 413-787-9552
Dated this 9th day of April 2026

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the City of Ludlow, Massachusetts held on the ____ day of _____, 2026.

City Clerk

We hereby certify that on _____ 2026, at _____ o'clock, at _____ a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY for permission to install underground lines for the transmission of electricity as described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Company is permitted to install said lines under said order; and that thereupon said order was duly adopted.

Select Board Member of the City of Ludlow, Massachusetts

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice, adopted by the Board of Selectmen, on the _____ day of _____ 2026, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
City Clerk

ORDER OF LOCATION FOR UNDERGROUND LINES FOR THE TRANSMISSION OF ELECTRICITY

By the Select Board of the City Ludlow, Massachusetts.
Notice having been given and a public hearing being held, as provided by law,

IT IS HEREBY ORDERED:

That the WESTERN MASSACHUSETTS ELECTRIC COMPANY, be and it is hereby granted a location for and permission to install and maintain below the surface of the ground in the public way hereinafter named, a line or lines for the transmission of electricity consisting of conduits located as shown upon the plan hereinafter referred to, together with the necessary wires, cables, transformers, switches, protective devices and other appurtenances, and likewise the manhole and vault construction connected with said lines as requested in petition of said Company dated the 9th day of April, 2026.

All construction under this order shall be substantial, with due regard for public safety, and shall be placed substantially at the points indicated upon the plan marked Drawing # 22938122 filed with and made a part of said petition. The conduits to be installed shall not exceed 4 ducts and all said ducts shall be placed at a depth of not less than 2.5 feet under the surface of public way.

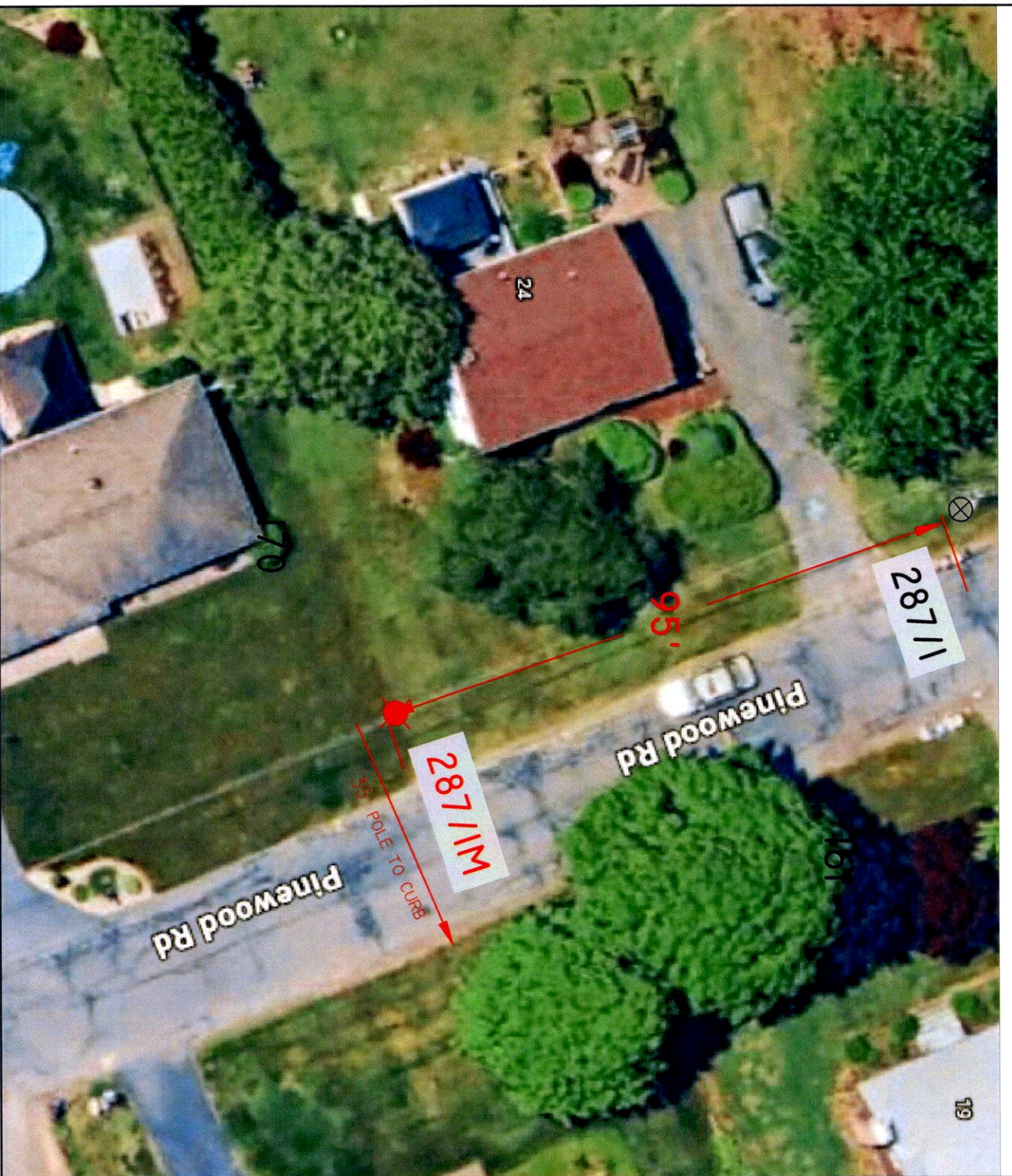
The public way beneath which the construction above referred to may be installed, the distance of such construction along each such way and the plan showing the proposed installation are as follows namely:

Location: The area of the intersection of 35 Pinewood Dr. Ludlow, MA.

Reason: Eversource is requesting permission to install (1) 40' CL1 joint owned pole. This pole is to be located approximately 95FT from existing pole 287/1 and placed in line with existing poles which approximately 35' from opposite side of the roadway. This pole will be used to re-feed service to house 35 Pinewood Rd as part of a solar upgrade for the customer.


















Drawing # 22938122

Also, that permission be and hereby is granted said WESTERN MASSACHUSETTS ELECTRIC COMPANY to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.



PURPOSE AND DESCRIPTION:
 EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (1) 40' CLI JOINT OWNED POLE. THE POLE IS TO BE LOCATED APPROXIMATELY 95FT FROM EXISTING POLE 28711 AND PLACED IN LINE WITH EXISTING POLES WHICH IS APPROXIMATELY 35' FROM OPPOSITE SIDE OF THE ROADWAY. THIS POLE WILL BE USED TO RE-FEED SERVICE TO HOUSE 35 PINEWOOD RD AS PART OF A SOLAR UPGRADE FOR THE CUSTOMER.

LEGEND

-  PROPOSED JOINT POLE
-  PROPOSED EVERSOURCE POLE
-  EXISTING JOINT POLE
-  EXISTING EVERSOURCE POLE
-  EXISTING EVERSOURCE POLE TO BE JOINT
-  EXISTING FOREIGN POLE TO BE JOINT
-  PROPOSED PAD MOUNT TRANSFORMER
-  EXISTING PAD MOUNT TRANSFORMER
-  EXISTING MANHOLE
-  UG EXISTING CONDUIT
-  UG PROPOSED CONDUIT
-  PROPOSED HANDHOLE
-  EXISTING HANDHOLE
-  ANCHOR
-  PROPOSED SILO
-  EXISTING SILO
-  PROPOSED HEXHOLE

PROPRIETARY INFORMATION:
 THE INFORMATION ON THIS MAP SHALL BE CONSIDERED PROPRIETARY TO EVERSOURCE AND THE USER (WHICH SHALL BE DEFINED AS ANY PERSON OR ENTITY WHO HAS RECEIVED THE MAP THROUGH SALE, PURCHASE, EXCHANGE, GIFT OR OTHERWISE) SHALL KEEP IT IN CONFIDENCE AND SHALL NOT FURNISH OR DISCLOSE IT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN PERMISSION OF EVERSOURCE UTILITIES.

EVERSOURCE
 ENERGY

PETITION PROPOSAL
 35 PINEWOOD RD
 LUDLOW

DATE	CIRCUIT	VOLTAGE	WORK ORDER	WORK REQUEST
04/09/26	1952	15 KV	22958122	80627245
SCALE	N.T.S.	DRAWN BY	M. COSHINI	



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

LUDLOW

City/Town

04902-RS-0632

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

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

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

APPLICANT INFORMATION

Name of Licensee: DBA:

Street Address: Zip Code:

Manager: Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

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

DESCRIPTION OF PREMISES Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date: Time:

Advertised: Yes No Date Published: Publication:

Abutters Notified: Yes No Date of Notice:

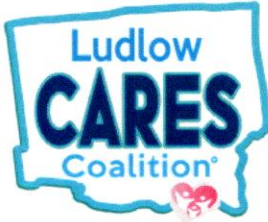
Date APPROVED by LLA: Decision of the LLA:

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

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



Ludlow CARES Coalition, Inc.

P.O. Box 415 • Ludlow, Massachusetts • 01056
ludlowcares@gmail.com • www.ludlowcarescoalition.org

Compassion • Awareness • Respect • Education • Safety

April 1, 2026

Manny Silva, Chairman
Ludlow Board of Selectmen
488 Chapin Street
Ludlow MA 01056

Re: Ludlow CARES Coalition request for funding through Town of Ludlow Opioid Relief Funds

CARES is requesting reimbursement of expenses from the Town of Ludlow Opioid Settlement Funds. Enclosed is a summary and reimbursement request for the following:

- **Red Ribbon Week 2025**
 - School Red Ribbon Week Activities
 - Ludlow Boys and Girls Club Activities
 - Community Awareness Activities

- **Hoops and High Fives – Harlem Triksterz Basketball Event and Education**

- **CARES Mental Health First Aid Initiative**
 - Ludlow High School Mental Health Fair
 - Teen Mental Health First Aid Training
 - Youth Mental Health First Aid Training

Total Requested Reimbursement: \$12,846.71

Red Ribbon Week 2025

CARES has led the town-wide Red Ribbon Week campaign in Ludlow since 2012. Reimbursement is requested for 2025. Prior to 2024, all activities had been funded by the Ludlow CARES Coalition.

Red Ribbon Week, occurring each year at the end of October (23-31), is the nation's largest and longest-running drug-use prevention campaign. The focus of the campaign is to educate and encourage parents/caregivers and youth to participate in prevention activities organized during the entire week. CARES utilizes resources from the DEA, SAMSA, BSAS, and Ludlow Public Schools to provide education including *Talk They Hear You*, *One Pill Can Kill*, and other materials for parents, educators, and caregivers. We market these and other websites so the community is aware of resources related to prevention, treatment, support and recovery. Ludlow Public Schools, Ludlow Boys and Girls Club, Ludlow Public Library, and the Ludlow Public Safety Department all received promotional items from Ludlow CARES Coalition to help engage in this year's theme "Life is a Puzzle. Solve it Drug Free."



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We are seeking reimbursement for these expenses under the following guidelines of the Opioid Settlement Funds:

Prevent Misuse of Opioids and Implement Prevention Education

Support efforts to prevent misuse of opioids through strategies that:

- Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth. These strategies can be found at a number of existing evidence-based registries such as Blueprints for Health Youth Development (<https://www.blueprintsprograms.org/>).
- Support community coalitions in developing and implementing a comprehensive strategic plan for substance misuse prevention. There are a number of evidence-based models for strategic planning to consider, including but not limited to the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (<https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>) and Communities That Care developed by the University of Washington (<https://www.communitiesthatcare.net/programs/ctc-plus/>).

Hoops and High Fives – Harlem Triksterz Basketball Event and Education

On October 28th, CARES hosted the Harlem Triksterz for the day as our featured Red Ribbon Week Community Event. As part of Red Ribbon Week, CARES strives to host community events to not only bring the community together but also to take the time to provide information and resources regarding illegal substance use/abuse. While the Triksterz visited the grade schools during the day, the highlight of the day was a basketball game between the Triksterz and teachers and administrators from the Ludlow Public Schools. A sold-out crowd enjoyed the evening with participation from Ludlow High School Chorus, LHS CARES, Ludlow Boys and Girls Basketball Teams and Ludlow Cheerleaders. CARES distributed material highlighting the Red Ribbon Week theme and encouraged all in attendance to know how important we all are in the effort to prevent illegal substance use in our community. CARES also distributed materials for those in recovery and stressed how important it is to support those that have a substance use disorder to seek help and recovery.

We are seeking reimbursement for these expenses under the following guidelines of the Opioid Settlement Funds:

- Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth.
- Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.



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Our Facebook page, website and articles in both the Ludlow Register and The Reminder cover activities during Red Ribbon Week. Red Ribbon Week is just one way we continue to communicate the importance of prevention. We continue this message throughout the year in Ludlow through our activities and ongoing messaging.

Total Reimbursement Requested: \$9,337.55

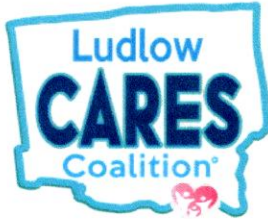
CARES Mental Health First Aid Initiative

As presented to the Board of Selectmen in 2023, Ludlow CARES embarked on a Mental Health First Aid Initiative with the goal of raising awareness on the importance of mental health and early intervention and to ultimately provide Mental Health First Aid (MHFA) training to 1000 individuals who live or work in Ludlow by the end of 2025. While we have not reached the target of 1000 at this time, over 500 members of the Ludlow community have taken part in this program. Thanks to our ongoing partnership with the Ludlow Public Schools, we are pleased that all teachers and newly hired teachers have received the Youth Mental Health First Aid Training. In addition, our Teen Mental Health First Aid Classes are now offered in Fall and Spring as part of LHS CARES.

New this year, CARES sponsored a Youth Mental Health Fair at Ludlow High School. All activities at the event were conducted by students with an adult advisor from Ludlow High School Counseling Department. Student participants were able to get information from their peers on various topics that might impact or improve their mental health. All LHS students attended and feedback was very positive in the effort to raise awareness and how to seek help if needed.

Plans for 2026

- CARES will continue to offer both YMHFA and AMHFA via Zoom to those that live and work in Ludlow. We will provide updated scheduling in the near future.
- We are also working with the LPS to identify dates and times for additional staff and coaches to attend the training.
- Teen Mental Health First Aid – CARES continues to support LHS CARES and provide this training at LHS Our hope is to possibly integrate this certification into future standard classroom training.



Ludlow CARES Coalition, Inc.

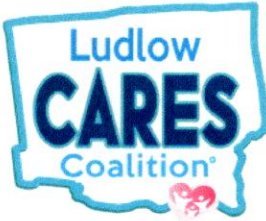
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We are seeking reimbursement for these expenses under the following guidelines of the Opioid Settlement Funds:

- Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.
- Provide training and education regarding Naloxone and other drugs that treat overdoses (provided in AMHFA Training).
- Promote efforts to train health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD in crisis training and harm reduction strategies.

Total Reimbursement Request for this initiative is: \$3,509.16



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Plans for 2026

- Strategic planning regarding CARES leadership has been completed, and the new executive board has been installed. We are excited to announce that Peter Leonczyk has accepted the role of President of Ludlow CARES Coalition and will be your main contact going forward. Sandy Auclair has accepted the role of Secretary. Laura Rooney (past President) and Diana Roy (past Secretary) will continue as advisors on the board for 2026.
- CARES is in the process of understanding the results of the Youth Health Survey and opportunities to engage the community in prevention. We will seek ideas that engage the community in conversations and activities that promote the prevention of illegal substance use and abuse.
- Red Ribbon Week 2026 – CARES will hold its annual RRW and events in October 2026. CARES will be seeking reimbursement for expenses incurred during RRW.
- LHS CARES/Baird CARES – We hope to continue to support the growth of LHS CARES and bring back Baird CARES in the Fall of 2027.
- CARES Monthly Meetings – CARES continues to hold monthly open meetings to gather residents and members of community and town organizations to provide information on our programs as well as events that support our community. These meetings provide an opportunity to share information and ideas for future events and are open to all Ludlow residents.

We are all excited about the next chapter of the Ludlow CARES Coalition. CARES is successful due to the support and participation of our entire community. We will continue to work together with all our resources to engage in a thoughtful way to become a prevention-prepared community.

We thank the Board of Selectmen and the Ludlow Community for their support of the Ludlow CARES Coalition. We look forward to continuing our partnership to build a Prevention Prepared Community.

Take care,

Laura Rooney
Past- President Ludlow CARES Coalition, Inc.
(413) 896-8570

Cc:
Marc Strange – Ludlow Town Administrator
Ludlow CARES Coalition Advisory Board

12/31/2025

Ludlow CARES Coalition Inc
Opiod Relief Reimbursement-LHS Mental Health Fair
June 1-December 31, 2025

Check
Number
Vendor

Katherin Howard Bender
Lisa Nemeth

2409 Reimb for Stickers
2415 Reimb for Materials for Mental Health Fair

247.98
1,761.18

Total Expenses June 1-December 31, 2025

2,009.16

Product	Quantity	Price
Bracelet type:: Silicone (+\$0.00)		
Mental Health Bracelet - Not All Wounds Are Visible	100	\$148.00
Bracelet type:: Silicone (+\$0.00)		
Subtotal:		\$1,601.07
Shipping:		\$160.11 via Standard
Tax:		\$0.00
Payment method:		PayPal
Total:		\$1,761.18

*Paid 10/24/25
 CA# 2415
 LHS Mental Health Serv*

Billing address

Shipping address

Lisa Nemeth
 Ludlow High School
 500 Chapin Street
 Ludlow, MA 01056
 United States (US)
 4132045212
Lnemeth@ludlowps.org

Lisa Nemeth
 Ludlow High School
 500 Chapin Street
 Ludlow, MA 01056
 United States (US)

Thanks for using nimcoinc.com!

Nimco

 Lisa Nemeth, C.A.G.S.
 (She/Her/Hers)
 Principal, Ludlow High School

Thank you for your order

Hi Lisa,

Just to let you know — we've received your order #108275, and it is now being processed:

[Order #108275] (September 16, 2025)

Product	Quantity	Price
Mental Health Awareness Plastic Goody Bags - Set of 50 - 8 1/2" x 12"	8	\$59.92
FREE Gift for orders over \$50 (\$20 Value) Type: Free Product	1	\$0.00
Mental Health Awareness Rubber Ducks - Set of 12	30	\$263.70
Your Mental Health Matters Foam Stress Balls - 12 Pc. - 2 1/4"	25	\$549.75
Mental Health Awareness Message Pens - Set of 12	30	\$389.70
Mental Health Bracelet - Check In on Your Friends Bracelet type:: Silicone (+\$0.00)	100	\$95.00
Mental Health Bracelet - You Matter More Than You Know	100	\$95.00

9/15/25, 7:51 AM

Order NT-1357279 - Ninja Transfers - Account



Custom Vinyl Stickers

Style #6-10

width: 3.00

height: 2.01

Remove Background: Yes

Super Resolution: No

Upload (Vector Files Preferred): https://ninjauploads-production.imgix.net/checkinludlowcaressticker4___image_1757936492669_384.JPG?trim=colorUnlessAlpha

\$567.00

\$233.17

Shape: Custom

Finish: Matte

Border Thickness: No Border (Kiss Cut)

\$0.81/ea

👉 49% OFF FOR 500+ STICKERS (-\$277.83)

Subtotal

\$233.17

Shipping

Free

Taxes

\$14.81

Total

USD **\$247.98**

*Paid 9/14/25
CA#2409
RHS Mental
Health Fee.*

[Refund policy](#) [Shipping](#) [Privacy policy](#) [Terms of service](#) [Contact information](#) [Cookie preferences](#)

12/31/2025

Ludlow CARES Coalition Inc
Opioid Relief Reimbursement
Red Ribbon Week 2025

Check

Vendor Number

Laura Rooney	2402 Reimb Nimco RR Week Supply Order	3,459.85
Showboat Entertainment	2405 Deposit-Harlem Tricksterz RR Week Game	2,750.00
Cynthia Miller	2407 Reimb-CARES Rally Towels RR Weel Game	1,039.06
Westfield Bank	2412 Nimco/RR Week Supplies	623.98
York Street Industries	2416 RR Week/Tricksterz Flyers	35.00
Westfield Bank	2420 Nimco/RR Week Supplies	106.78
York Street Industries	2422 RR Week Flyers	20.00
Showboat Entertainment	2423 Balance Harlem Tricksterz	1,950.00
Ludlow Police Dept	2425 Security/Tricksterz Game	511.44
Westfield Bank	2427 Red Ribbons	200.00
Joel Freitas	2428 Reimb Printing Drug Free Pledges	41.44
Lions Den Athletic Assoc	Tricksterz Ticket Sales	-1,400.00

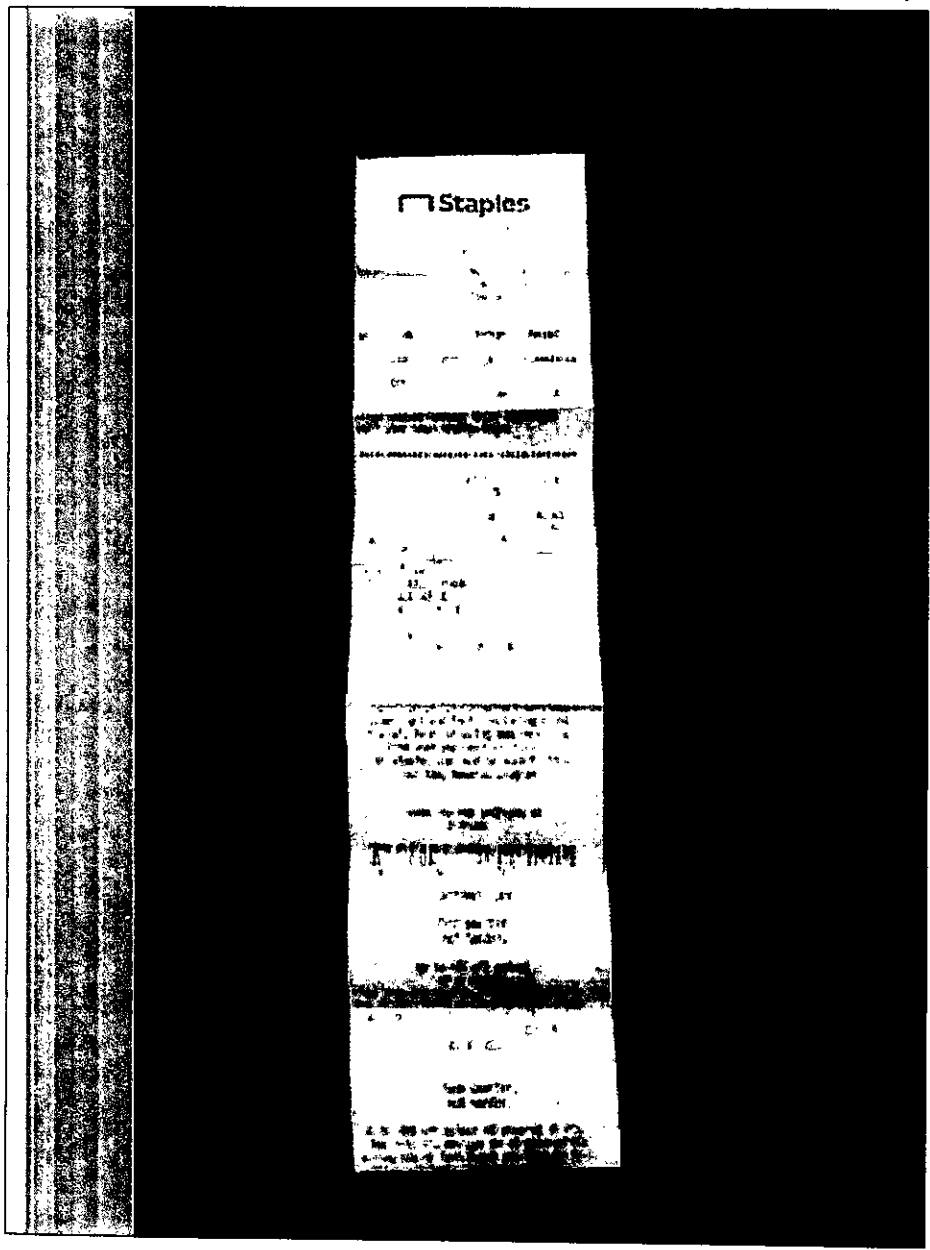
Total Red Ribbon Week Expenses

9,337.55

34888

Rob Joel Greco
Paid 10/1/25
CL# 2425

341.44
Truck Stop Drug Free
Pledge
R.R. Weed





November 2025 Statement

Open Date: 10/17/2025 Closing Date: 11/17/2025

Visa® Community Card

LUDLOW CARES COALITIT (CPN 002015213)

Account Ending In: ##### 8117

Elan Financial Services

1-866-552-8855

BUS 30 ELN

13

10

New Balance	\$389.68
Minimum Payment Due	\$389.68
Payment Due Date	12/11/2025

Late Payment Warning: As a reminder, your card is a pay in full product. If we do not receive your payment in full by the date listed above, a fee of either 3.00% of the payment due or \$39.00 minimum, whichever is greater, will apply.

*Paid 12/1/25
CL# 2427*

Activity Summary

Previous Balance	+	\$373.99
Payments	-	\$373.99CR
Other Credits		\$0.00
Purchases	+	\$389.68
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$389.68
Past Due		\$0.00
Minimum Payment Due		\$389.68
Credit Line		\$3,000.00
Available Credit		\$2,610.32
Days in Billing Period		32

00005392 10783 0001-0002 DUSE200D11825137501 001 00000018 UH2850ME

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Elan Financial Services CPN 002015213



November 2025 Statement 10/17/2025 - 11/17/2025
LUDLOW CARES COALITIT (CPN 002015213)

Elan Financial Services 1-866-552-8855

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

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*IMPORTANT NOTICE: Please see the enclosed insert for changes being made to your cardmember agreement.

Transactions		ROONEY, LAURA A		Credit Limit \$1000
Post Date	Trans Date	Ref #	Transaction Description	Amount Notation
Purchases and Other Debits				
11/10	11/08	0074	FACEBK *GVVFC59U22 650-5434800 DE <i>Adv</i>	\$24.69
11/12	11/10	1758	RANDALL S FARM LUDLOW MA	\$100.00
Total for Account #### #8125				\$124.69

Transactions		MAZUR, MAXINE C		Credit Limit \$500
Post Date	Trans Date	Ref #	Transaction Description	Amount Notation
Purchases and Other Debits				
10/20	10/18	4563	RANDALL S FARM LUDLOW MA <i>Red Ribbon</i>	\$200.00
10/30	10/29	5070	AMAZON PRIME *NK76Y8FW0 Amzn.com/bill WA	\$14.99
Total for Account #### #8133				\$214.99

Transactions		ROY, DIANA		Credit Limit \$1000
Post Date	Trans Date	Ref #	Transaction Description	Amount Notation
Purchases and Other Debits				
11/05	11/04	3792	RANDALL S FARM LUDLOW MA <i>Choceros RR</i>	\$50.00
Total for Account #### #8141				\$50.00

Transactions		BILLING ACCOUNT ACTIVITY		
Post Date	Trans Date	Ref #	Transaction Description	Amount Notation
Payments and Other Credits				
11/03	10/30	0179	PAYMENT THANK YOU	\$373.99CR
Total for Account #### #8117				\$373.99CR

00005392 10/7/24 0002-0002 DUS8200D111825137507 00 L 000000018 UB2830ME

LUDLOW POLICE DEPARTMENT

(413) 583-8305
612 CHAPIN STREET
LUDLOW, MA 01056

Invoice For Details

LUDLOW CARES COALITION
P.O. Box: 415

LUDLOW, MA 01056

Today's Date	11/13/2025
Page	1 of 1
Billing Date	11/09/2025
Invoice #	25-360-DV
Total	511.44

Ludlow Rates: \$63.93 REG. & \$95.89 OT. Questions: LPD (413) 583-8305

ID/Name: 4598 - Patrol Austin J Blair					
Worked: 10/28/2025		Entered: 11/09/2025		Comments: HARLEM TRIKSTERZ LHS GYM	
Hours: 4.00	Cost Code: XD	Cost: 255.72	Admin Fee: 0.00	Other Fee: 0.00	Total: 255.72
ID/Name: 7084 - Detective Ryan A Collette					
Worked: 10/28/2025		Entered: 11/09/2025		Comments: HARLEM TRIKSTERZ LHS GYM	
Hours: 4.00	Cost Code: XD	Cost: 255.72	Admin Fee: 0.00	Other Fee: 0.00	Total: 255.72
All Charges For This Invoice					
Cost: 511.44		Admin Fee: 0.00		Other Fee: 0.00	
					Total: 511.44
Signature:			<i>Patrol # 2425</i>		Date: <i>11/13/25</i>

M
Sent from my iPhone

On Sep 4, 2025, at 4:03 PM, Peter Leonczyk <pleonczyk@yahoo.com> wrote:

Hi everyone!

Maxine,

The RRW Committee is requesting a deposit check of \$2,750 to be sent to the Tricksters for the RRW game on October 28.

*Pd 9/8/25
CL# 2405*

Here are some details:

- **Total Cost:** \$5,500
- **Deposit Request:** \$2,750
- **Donation:** The Lion's Den Athletic Association has generously donated their previous deposit of \$800, bringing the final/post show payment to \$1,950.

Pd 10/28/25 CL# 2423

The Tricksters have agreed to a fixed price instead of their usual ticket revenue share program. This is to support our plan to charge a family-friendly ticket price of \$5.00 per person. Our goal is to sell 500 tickets, which would generate \$2,500 in sales.

This fixed price also includes two daytime shows at Baird Middle School and "drop-in" shows at other schools per our request.

Please mail check to:
Showboat's Entertainment Basketball
P.O. Box 331152
West Hartford, CT 06133

Please reach out with any questions!

Pete
413-330-1895

Commonwealth of Massachusetts
York Street Industries.
 627 Randall Rd
 Ludlow, MA 01056

INVOICE

Invoice Number: 23842
 Invoice Date: Oct 23, 2025
 Page: 1

Voice: 413-547-8349
 Fax: 413-547-8353

Bill To:
Ludlow Cares Coalition Inc. 101 Woodland Circle Ludlow, MA 01056

Ship to:
Ludlow Cares Coalition Inc. 101 Woodland Circle Ludlow, MA 01056

Customer ID	Customer PO	Payment Terms	
Ludlow Cares		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Truck		11/22/25

Quantity	Item	Description	Unit Price	Amount
200.00		Student Flyers	0.06	12.00
100.00		Adult Flyers	0.08	8.00
<i>Pl 10/28/25 call 2422 Trucking Gas Red Ribbon Week</i>				

Subtotal	20.00
Sales Tax	
Total Invoice Amount	20.00
Payment/Credit Applied	
TOTAL	20.00

Check/Credit Memo No:

Please make checks payable to Commonwealth of Massachusetts



Important Messages

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Transactions		ROONEY, LAURA A			Credit Limit \$1000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/22	09/21	2603	RANDALL S FARM LUDLOW MA	\$50.00	_____
09/22	09/21	2785	RANDALL S FARM LUDLOW MA	\$50.00	_____
10/06	10/03	4108	STAPLES 00104398 SPRINGFIELD MA	\$58.96	_____
10/09	10/08	1092	FACEBK *HPPLWZGT22 650-5434800 DE	\$7.94	_____
10/10	10/09	8210	PAYPAL *NIMCOINC 270-273-5000 KY	\$106.78	_____
10/14	10/12	2317	STAPLES 00104398 SPRINGFIELD MA	\$85.32	_____
Total for Account #### #### #### 8125				\$359.00	

Transactions		MAZUR, MAXINE C			Credit Limit \$500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/30	09/29	0124	AMAZON PRIME *F423G1O13 Amzn.com/bill WA	\$14.99	_____
Total for Account #### #### #### 8133				\$14.99	

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
09/29	09/26	0249	PAYMENT THANK YOU	\$1,023.26CR	_____
Total for Account #### #### #### 8117				\$1,023.26CR	

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$0.00
Total Interest Charged in 2025	\$0.00

*Pauchid 10/15
at #2420*

Commonwealth of Massachusetts
 York Street Industries.
 627 Randall Rd
 Ludlow, MA 01056

INVOICE

Invoice Number: 23778
 Invoice Date: Oct 6, 2025
 Page: 1

Voice: 413-547-8349
 Fax: 413-547-8353

Bill To:
Ludlow Cares Coalition Inc. 101 Woodland Circle Ludlow, MA 01056

Ship to:
Ludlow Cares Coalition Inc. 101 Woodland Circle Ludlow, MA 01056

Customer ID	Customer PO	Payment Terms	
101 Woodland Circle		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Truck		11/5/25

Item	Description	Unit Price	Amount
	Flyers	0.15	30.00
	Posters	0.25	5.00
<i>Trickler's Game Printed Paid 10/15/25 CA# 2416</i>			
Subtotal			35.00
Sales Tax			
Total Invoice Amount			35.00
Payment/Credit Applied			
TOTAL			35.00

Check/Credit Memo No:

Please make checks payable to Commonwealth of Massachusetts



101 Commerce Street
 Oshkosh, WI 54901
 Toll Free 1-877-446-7746
 Fax 800-355-5043

Order Details
Order Number: 30063433
Order Date: 8/27/2025

Delivery Address
 Cynthia Miller
 31 LONGFELLOW DR
 LUDLOW, MA 01056-1190

Microfiber Rally Towel - White - 18" x 11" (143401-W)

Description	Qty	Color	Cost/Unit	Total
Microfiber Rally Towel - White - 18" x 11"	600	White / White	\$1.73	\$1,038.00
Coupon Code	1	n/a	(\$108.80)	(\$108.80)
Set-Up Charge	1	n/a	\$50.00	\$50.00

Artwork Instructions

Imprint Front - Horizontal
 Location:
 Color(s): Blue

*FOR TRICK STEPS GAME
 DURING Red Ribbon
 Week
 Paid 9/11/25
 CL#2407
 Rank Cynthia Miller*

Shipment Details

Carrier UPS GROUND (Parcel)
 Service
 Delivery Date 9/9/2025 12:00:00 AM

Order Total

Freight	\$59.86
Tax	\$0.00
Total	\$1,039.06

Important notice: In most cases the prices shown are actual and final. However due to the complexities of your artwork or the customization involved with the product, additional charges may apply or some of the additional charges shown may not be chargeable. If any changes are required, we will contact you by email prior to production and a new quote will be provided.



September 2025 Statement

Open Date: 08/16/2025 Closing Date: 09/16/2025

Account: #### #### 8117

Visa® Community Card

Elan Financial Services

1-866-552-8855

LUDLOW CARES COALITIT (CPN 002015213)

BUS 30 ELN

1

10

New Balance	\$1,023.26
Minimum Payment Due	\$1,023.26
Payment Due Date	10/11/2025

Late Payment Warning: As a reminder, your card is a pay in full product. If we do not receive your payment in full by the date listed above, a fee of either 3.00% of the payment due or \$39.00 minimum, whichever is greater, will apply.

Activity Summary		
Previous Balance	+	\$394.92
Payments	-	\$394.92CR
Other Credits		\$0.00
Purchases	+	\$1,023.26
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$1,023.26
Past Due		\$0.00
Minimum Payment Due		\$1,023.26
Credit Line		\$3,000.00
Available Credit		\$1,976.74
Days in Billing Period		32

Parcl 9/13/25
CEL 2412

00003632 10103 0001-0002 DUS9200D091725112800 00 L 00000017 UBZ8SCME

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Elan Financial Services

CPN 002015213

09/21 09/23 09/30

Total for Account #### #### 8158

KAFFLES

\$212.21

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
09/02	08/28	0133	PAYMENT THANK YOU	\$394.92CR	
Total for Account #### #### 8117				\$394.92CR	

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$0.00
Total Interest Charged in 2025	\$0.00

Continued on Next Page

9-10104 0002-0002 DUSB2000091725112800 00 L 00000017 UB28SONME

Important Messages

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Transactions		MAZUR,MAXINE C		Credit Limit	\$500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/02	08/29	1043	AMAZON PRIME*097BT4W03 Amzn.com/bill WA	\$14.99	_____
09/16	09/15	5666	SPOONFUL OF COMFORT LL 385-483-3886 UT <i>Sympathy basket</i>	\$119.98	_____
Total for Account #### #### #### 8133				\$134.97	

Transactions		ROY,DIANA		Credit Limit	\$1000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/02	08/29	0109	DINN BROS SPRINGFIELD WEST SPRINGFI MA - <i>of year</i>	\$52.10	_____
09/15	09/12	6652	PAYPAL *NIMCOINC 270-273-5000 KY <i>Red Ribbon</i>	\$623.98	_____
Total for Account #### #### #### 8141 <i>Week</i>				\$676.08	

Transactions		MILLER,CYNTHIA		Credit Limit	\$1000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
08/26	08/25	1521	RANDALL S FARM LUDLOW MA	\$200.00	_____
08/27	08/25	8330	STAPLES 00104398 SPRINGFIELD MA <i>Open House RAFFLES</i>	\$12.21	_____
Total for Account #### #### #### 8158				\$212.21	

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
09/02	08/28	0133	PAYMENT THANK YOU	\$394.92CR	_____
Total for Account #### #### #### 8117				\$394.92CR	

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$0.00
Total Interest Charged in 2025	\$0.00

Just to let you know — we've received your order #108022, and it is now being processed:

[Order #108022] (September 10, 2025)

Product	Quantity	Price
Red Ribbon Week Friendship Bracelets - Set of 12	11	\$38.28
Red Ribbon Temperature Color Changing Cups	125	\$136.25
FREE Gift for orders over \$50 (\$20 Value) Type: Free Product	1	\$0.00
Red Ribbon Week Student Pencil Pouches	505	\$449.45
Subtotal:		\$623.98
Shipping:		Free shipping
Tax:		\$0.00
Payment method:		Credit or debit cards (via PayPal)
Total:		\$623.98

RRWeek

Billing address

Shipping address

Diana Roy
Ludlow CARES Coalition
76 Meadowlark Circle
Ludlow, MA 01056
United States (US)
[4134554995](tel:4134554995)
dianaroy76@gmail.com

Diana Roy
Ludlow CARES Coalition
76 Meadowlark Circle
Ludlow, MA 01056
United States (US)

M
Sent from my iPhone

On Sep 4, 2025, at 4:03 PM, Peter Leonczyk <pleonczyk@yahoo.com> wrote:

Hi everyone!

Maxine,

The RRW Committee is requesting a deposit check of \$2,750 to be sent to the Tricksters for the RRW game on October 28.

*P/9/18/25
CL# 2405
\$ 2750.00*

Here are some details:

- **Total Cost:** \$5,500
- **Deposit Request:** \$2,750
- **Donation:** The Lion's Den Athletic Association has generously donated their previous deposit of \$800, bringing the final/post show payment to \$1,950.

The Tricksters have agreed to a fixed price instead of their usual ticket revenue share program. This is to support our plan to charge a family-friendly ticket price of \$5.00 per person. Our goal is to sell 500 tickets, which would generate \$2,500 in sales.

This fixed price also includes two daytime shows at Baird Middle School and "drop-in" shows at other schools per our request.

Please mail check to:
Showboat's Entertainment Basketball
P.O. Box 331152
West Hartford, CT 06133

Please reach out with any questions!

Pete
413-330-1895

Product	Quantity	Price
Stars & Stripes Tobacco, Alcohol & Drug Prevention Basketball	5	\$49.75
DNT TXT N DRV Silicone Ring- 68mm/XL-Adult Size	50	\$5.00
2025 Red Ribbon Week Banner	12	\$359.40
Free Pencil for every Dollar Spent	1	\$0.00
Subtotal:		\$3,459.85
Shipping:		Free shipping
Tax:		\$0.00
Payment method:		Credit or debit cards (via PayPal)
Total:		\$3,459.85

*David Starks RR Week.
cl #12402*

Billing address

Shipping address

Laura Rooney
Ludlow CARES Coalition, Inc.
86 pinewood road
ludlow, MA 01056
United States (US)
[14138968570](tel:14138968570)
ludlowcares@gmail.com

Laura Rooney
Ludlow CARES Coalition, Inc.
86 pinewood road
ludlow, MA 01056
United States (US)

Thanks for using nimcoinc.com!

Just to let you know — we've received your order #107485, and it is now being processed:

[Order #107485] (August 19, 2025)

Product	Quantity	Price
Silicone Red Ribbon Week Bracelet Bracelet type:: Silicone (-\$0.30)	605	\$393.25
FREE Gift for orders over \$50 (\$20 Value) Type: Free Product Bracelet type:: Silicone (+\$0.00)	1	\$0.00
Red Ribbon Week Bookmarks	20	\$149.80
Plastic Red Ribbon Week Sunglasses	980	\$970.20
Red Ribbon Week Pencil Sharpeners	150	\$159.00
Red Ribbon Week Sticker Assorted Roll	5	\$49.75
Red Ribbon Week Sticker	4	\$39.80
Red Ribbon Week Puzzle	650	\$838.50
Red Ribbon Week Ribbons Non Stick	4	\$29.00
Red Ribbon Week Lollipops & Candy	3	\$90.00
Red Ribbon Temperature Color Changing Cups	260	\$231.40
100 Red Tulip Bulbs ***ships after October 1st***	2	\$95.00

Fwd: Your Prevention Awareness Promotional Products & Supplies - NIMCO, Inc. order has been received!

From: Maxine Mazur (delreyplasticscorp@msn.com)

To: kapinosmazurfh@aol.com

Date: Friday, August 22, 2025 at 08:29 AM EDT

Sent from my iPad

Begin forwarded message:

From: Ludlow CARES Coalition <ludlowcares@gmail.com>

Date: August 19, 2025 at 3:40:28 PM EDT

To: Maxine Mazur <delreyplasticscorp@msn.com>

Subject: Fwd: Your Prevention Awareness Promotional Products & Supplies - NIMCO, Inc. order has been received!

Hi Maxine,

Below is order submitted today with my personal credit card. I used this due to the amount of the order. Please let me know if you need any additional information.

Thanks,
Laura

----- Forwarded message -----

From: Nimco <info@nimcoinc.com>

Date: Tue, Aug 19, 2025 at 3:37 PM

Subject: Your Prevention Awareness Promotional Products & Supplies - NIMCO, Inc. order has been received!

To: <ludlowcares@gmail.com>

Thank you for your order

Hi Laura,

12/31/2025

Ludlow CARES Coalition Inc
Opioid Relief Reimbursement
June 1-December 31, 2025

Check
Number
Vendor

Karen Carreira
Karen Carreira

2410 LPS New Teacher Training
2436 Teeen MHFA 12/2025

750.00
750.00

Total Expenses June 1-December 31, 2025

1,500.00

INVOICE

Mental Health Training
Connection, LLC
1032 Lyon St
Ludlow, MA 01056

karen@mentalhealthtrainingconnecti
on.com
+1 (413) 335-5350



**Mental Health
Training Connection, LLC**

Bill to

Ludlow CARES Coalition
P.O. Box 415
Ludlow, MA 01056

Ship to

Ludlow CARES Coalition
P.O. Box 415
Ludlow, MA 01056

Invoice details

Invoice no.: 1035
Terms: Net 30
Invoice date: 12/16/2025
Due date: 01/15/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/12/2025	Teen Mental Health First Aid	December cohort of Teen MHFA at LHS. Dec 8, 10, 12th.	1	\$750.00	\$750.00

Total

\$750.00

Payment made out to:
Mental Health Training Connection/Karen Carreira
1032 Lyon Street
Ludlow, MA 01056

*Paid 12/17/25
Ch# 2436*

INVOICE

Mental Health Training
Connection, LLC
1032 Lyon St
Ludlow, MA 01056

karen@mentalhealthtrainingconnecti
on.com
+1 (413) 335-5350



Mental Health
Training Connection, LLC

Bill to
Ludlow CARES Coalition
P.O. Box 415
Ludlow, MA 01056

Ship to
Ludlow CARES Coalition
P.O. Box 415
Ludlow, MA 01056

Invoice details

Invoice no.: 1027
Terms: Net 30
Invoice date: 09/12/2025
Due date: 10/12/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	09/08/2025	Youth Mental Health First Aid	LPS New Teacher Training Sept 2025	1	\$750.00	\$750.00
					Total	\$750.00

*Rec'd 9/14/25
Ch# 2410*



RECEIVED

MAY 01 2026

SELECT BOARD
LUDLOW, MA 01056

1985 Main Street; Suite 202
Springfield, MA 01103-1099
www.TapestryHealth.org
Tel. (413) 586-2016
Fax (413) 586-0212

April 29, 2026

TOWN OF LUDLOW
488 Chapin Street
Ludlow, MA 01056

Invoice for Q3 January - March
For Tapestry Health Services

Supplies	5,145.00
Vehicle Expenses	<u>993.00</u>
Total Expenses	<u>6,138.00</u>
Administrative Support	<u>1,006.63</u>
Total for March 2026	<u>\$ 7,144.63</u>

Please remit payment to the above address, Attn: Tina Tardy



April 23, 2026

Town of Ludlow c/o Board of Selectman
488 Chapin Street
Ludlow, MA 01056

Dear Current Resident:

I am writing on behalf of the Massachusetts Municipal Wholesale Electric Company (MMWEC) to let you know that MMWEC will be conducting the 2026 2nd quarter inspection of its natural gas pipeline during this calendar quarter. This is part of MMWEC's routine pipeline inspection and maintenance procedures, which exceed the regulatory requirements for pipeline operation and management. MMWEC personnel will walk the entire length of the pipeline to perform the inspection. Some of this work may occur across or adjacent to your property in Ludlow, MA.

MMWEC will be conducting inspections of test stations along its pipeline during May. MMWEC personnel will walk the entire length of the pipeline to perform the inspection. The inspection involves walking the pipeline with a hand-held meter. If there is any other work to be done that is not mentioned in this mailing, a separate mailing will be sent.

This work is necessary to enable MMWEC to adequately inspect and maintain the pipeline and is required by federal and state regulations. We apologize for any inconvenience this may cause.

If you have any questions, please do not hesitate to contact me at 413-308-1259.

Sincerely,

A handwritten signature in blue ink that reads "Louis Gilli".

Louis Gilli
EH&S Engineer

Amy Kurtz

From: Green Day Recycling <greendayrecyclingma@gmail.com>
Sent: Thursday, May 7, 2026 8:55 AM
To: Amy Kurtz; BJ Church
Subject: EXTERNAL:Re: FW: EXTERNAL:Temporary Signage for Electronics Recycling Event

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.

Dear Members of the Select Board,

I am writing to formally request permission to place temporary signage at the intersection of Center Street and the Mass. Pike, or at other high-visibility intersections in town, to promote our Electronics Recycling Event with the First Church in Ludlow on Saturday, August 22nd.

Now in its fifth year, this annual event has grown into a well-attended community program that serves several important purposes:

- It provides a much-needed recycling option for residents, fulfilling a highly requested service.
- It promotes environmental awareness and helps keep our neighborhoods clean by reducing the improper disposal of electronics.
- It supports the First Church in Ludlow through fundraising, strengthening its role as a community partner.

We are asking for the Town's support in raising awareness for this initiative. We request permission to place temporary signage in the days leading up to the event, which will be removed immediately afterward. For your information, these are free-standing, wooden A-frame sandwich boards that do not require being posted into the ground or attached to any structures.

We would be very grateful for the Board's consideration in granting permission for this once-a-year program that benefits the community, the environment, and the Church.

Thank you for your time and support of this important initiative.
Respectfully,



Brian Wood,
Director of Operations



Check Out our Brand New Website!
GreenDayRecycling.net

On Sun, Sep 21, 2025 at 10:59 AM Green Day Recycling <greendayrecyclingma@gmail.com> wrote:
Thank you Amy, I am glad we received support from the Select Board. I will reach back out next year when we do our event again and request approval for temporary signage through the proper channels.

Brian Wood,
Director of Operations



Please click [HERE](#) to see our Upcoming Events.

On Fri, Sep 19, 2025 at 10:50 AM Amy Kurtz <akurtz@ludlow.ma.us> wrote:

Good Morning Brian,

The Select Board at their meeting on September 16th voted to approve the temporary signs at the intersection of Center Street & Mass Pike.

Thanks for your patience.

Please let me know if there is anything else we can help with.

TOWN OF LUDLOW

AGREEMENT

FOR

WASTEWATER SERVICES

THIS AGREEMENT made and entered into as of the first day of _____, 2026, by and between the Springfield Water and Sewer Commission, an independent body politic and corporate and political subdivision of the Commonwealth organized pursuant to Massachusetts General Laws Chapter 40N with a principal place of business at 250 M Street Extension, Agawam, Massachusetts, 01001, hereinafter referred to as the "Commission", acting through its Board of Commissioners, and the Town of Ludlow, a municipality within the County of Hampden and the Commonwealth of Massachusetts, hereinafter referred to as the "Town", acting through its Selectboard.

Ludlow Town Hall

488 Chapin Street, Ludlow MA 01056

W I T N E S S E T H :

WHEREAS, the Commission deems it to be in the public interest to enter into a contract with the Town whereby the Commission would receive, convey, treat, and dispose of all of the Town's Wastewater through the Commission's Wastewater works and Wastewater treatment facilities, and

WHEREAS, the Commission is authorized by law to enter into contracts and agreements with the Town for the purpose of aiding in the prevention or abatement of water

pollution, and

WHEREAS, the Town is authorized by law to enter into contracts and agreements with the Commission for the purpose of aiding in the prevention or abatement of water pollution, and

WHEREAS, the Town is co-permittee under NPDES Permit# MA0101613

NOW THEREFORE, in consideration of these premises and mutual benefits to be derived by the parties hereto,

IT IS AGREED as follows:

ARTICLE 1. DEFINITIONS

1.1 For the purposes of this Agreement, the following terms are defined:

1.1.1 "Average Daily Flow" shall mean the total annual volume of Wastewater in gallons as measured at the Metering Station, divided by the number of days in the year.

1.1.2 "BOD(5) "denotes Biochemical Oxygen Demand and shall mean the quantity of dissolved oxygen utilized in the biochemical oxidation of Wastewater under standard laboratory procedures prescribed in "Standard Methods for the Examination of Water and Wastewater." As part of EPA-approved analytical procedures under [40 CFR Part 136](#) for Clean Water Act compliance as may be amended from time to time.

- 1.1.3 "Chargeable Flow" shall mean the total Wastewater flow from the Town during the quarter, the fiscal year, or any other billing period, metered in accordance with the provisions of Articles 5 and 10, herein.
- 1.1.4 "Combined Sewer" shall mean a sewer receiving and conveying both surface runoff from storms and Wastewater.
- 1.1.5 "Commission" is the Springfield Water and Sewer Commission, an independent body politic and corporate and political subdivision of the Commonwealth with a principal place of business at 250 M Street Extension, Agawam, Massachusetts
- 1.1.6 "Connecticut River Crossings" shall mean the sewer(s) crossing under the Connecticut River conveying sewage to the SRWTF as the same may be constructed, replaced, and/or rehabilitated from time to time (see Appendix 1).
- 1.1.7 "DEP" is the Department of Environmental Protection of the Commonwealth of Massachusetts.
- 1.1.8 "Domestic Wastewater" shall mean the liquid wastes and liquid borne wastes discharged from sanitary conveniences such as toilets, washrooms, urinals, sinks, showers, drinking fountains, laundry rooms, kitchens, cafeterias, and floor

drains essentially free of industrial wastes.

1.1.9 "EPA" is the Environmental Protection Agency of the United States of America.

1.1.10 "Fiscal Year of the Commission" or "Fiscal Year" shall mean the twelve (12) month period commencing July 1 and ending June 30.

1.1.11 "Indian Orchard Force Main" shall mean those sections of pipes and appurtenances in Springfield and Indian Orchard, Massachusetts constructed on or about 1979 and as the same may be constructed, replaced, and/or rehabilitated from time to time, and be generally described as beginning at the Indian Orchard Pumping Station at MH Station 85+70 and terminating at station 1+60 adjacent to the railroad tracks identified on the plans as Penn Central R.R. Athol Branch in the vicinity of Roosevelt Avenue (See Appendix 1).

1.1.12 "Indian Orchard Pumping Station" shall mean the building, equipment, piping, and other items located at 170 Grochmal Avenue in Indian Orchard, Massachusetts and the same may be constructed, replaces and/or rehabilitated from time to time (see Appendix 1).

1.1.13 "Industrial Pretreatment Program" shall mean

the Commission program as set forth in accordance with EPA 40 CFR Part 403 (General Pretreatment Regulations for Existing and New Sources of Pollution), the SRWTF's federal National Pollutant Discharge Elimination System (NPDES) permit requirements and the Commission's Rules and Regulations, as may be amended from time to time, in order to control and limit the discharge of Industrial Wastewater to the SRWTF.

1.1.14 "Industrial Wastewater" shall mean the liquid wastes and waterborne solids from industrial manufacturing processes laboratories, trades, or businesses which predominate as distinct from Domestic Wastewaters.

1.1.15 "Ludlow Intercepting Sewer" shall mean those sections of pipe and appurtenances constructed on, in or about 1970 and as the same may be constructed, replaced, and/or rehabilitated from time to time and shall generally be described as beginning at the Indian Orchard Pumping Station at MH Station 0+00 and traveling easterly to its terminus at the metering station identified at Station 65+45 (see Appendix 1).

1.1.16 "Main Intercepting Sewer I" shall mean those sections of pipe and appurtenances in Springfield, Massachusetts as constructed on

or about 1972, and as the same may be constructed, replaced, and/or rehabilitated from time to time as described as beginning from the east side of the Connecticut River in alignment with Mill Street at station 0+00 and traveling 18,555.5 feet in an easterly direction to Roosevelt Avenue approximately 1,550 feet east of State Street at MH Section 185+55.5 (see Appendix 1).

1.1.17 "Main Intercepting Sewer II" shall mean those sections of pipes and appurtenances in Springfield, Massachusetts as constructed on or about 1972 and as the same may be constructed, replaced and or rehabilitated from time to time as described as beginning approximately 1,550 feet east of State Street at MH Station 0+00 and traveling 8,655 feet in a north easterly and northern direction to its terminus at stations 86+55 where it connects to the Indian Orchard Force Main adjacent to the railroad tracks identified on the plans as Penn Central R.R. Athol Branch in the vicinity of Roosevelt Avenue (see Appendix 1).

1.1.18 "Metering Station" shall mean a specific location which contains flow metering and/or sampling equipment for the purpose of accurately measuring Wastewater flow and/or sampling Wastewater of the participant.

1.1.19 "Net Operating Cost" shall mean the total annual operation and maintenance costs of the Commission for Wastewater Services, including the debt service, less applicable payments received by the Commission from: (1) any capital or operating grants for Wastewater operations from any sources, and (2) penalties assessed against dischargers, except any penalties assessed under the Industrial Pretreatment Program. For purposes of this Agreement, the total annual operation and maintenance cost of the Commission, shall not include any costs related to the operation, maintenance, and capital investment of the Commission's sewer collection system which serves the residents and business' in the City of Springfield, or any fines or penalties assessed by the EPA, DEP, or any other governmental authority which are the result of the Commission's ownership and/or operation of the sewer collection system in the City of Springfield.

1.1.20 "Peak Flow Rate" shall mean the average of the three highest hourly rates of flow expressed in million gallons per day recorded at the Metering Station during any calendar year.

1.1.21 "pH" shall mean the negative logarithm (to the base of (10)) of the hydrogen ion

concentration in grams per liter of solution.

1.1.22 "Publicly Owned Treatment Works" (POTW) shall mean any facility or system used in the treatment (including recycling and reclamation) of municipal sewage or Industrial Wastewater that is owned by a State or municipality. This definition includes sewers, pipes, or other conveyances only if they convey Wastewater to the Commission's POTW providing treatment.

1.1.23 "Secondary Treatment" shall mean the treatment of Wastewater by physical, biological, and chemical methods providing an average monthly BODS and TSS less than or equal to 30 mg/L, or as approved for the SRWTF by the EPA and/or DEP.

1.1.24 "Septage" shall mean the liquid and solid material pumped from a septic tank, cesspool, or similar domestic sewage treatment system, or a holding tank when the system is cleaned or maintained.

1.1.25 "SRWTF" shall mean the Springfield Regional Wastewater Treatment Facility, including the buildings, equipment, piping and other related structures as the same may be constructed, replaced, and/or rehabilitated from time to time, owned by the Commission located on Bondi Island, 250 M Street

Extension, Agawam, Massachusetts (see Appendix 1).

1.1.26 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in, water, Wastewater or other liquids, and which are retained on a glass fiber filter after filtering and dried are referred to as total suspended solids. Standard laboratory test prescribed in "Standard Methods for the Examination of Water and Wastewater."

1.1.27 "Town" is the Town of Ludlow, a municipality within the Commonwealth of Massachusetts.

1.1.28 "Wastewater" shall mean the spent water of the Commission, Town, and/or other participants of the SRWTF and may be a combination of the liquid and liquid borne wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater and surface water that may be present.

1.1.29 "Wastewater Services" shall mean Wastewater conveyance and Wastewater treatment provided by the Commission to the Town.

ARTICLE 2. TREATMENT AND CONTROL OF WASTEWATER DISCHARGE

Town Deliverables

Section	Submittal	Due Date	Frequency
2.3	Inflow and Infiltration Report	February 1st	Annual
2.4	Wastewater Collection System Report	February 15 th	Annual
2.5	Report of Industrial/Commercial entities that may be subject to Industrial Pretreatment Program	February 15 th	Annual or at such time Town receives application for industrial sewer service

Commission Deliverable

2.5	Current registered sewer users and permitted SIU's	January 15 th	Annual
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2.1 The Commission shall receive, convey, treat, and dispose of all of the Town's Wastewater, in amounts set forth in Article 4, in accordance with all existing or future valid laws, regulations, ordinances, water quality standards, orders and decrees of any governmental authority having jurisdiction over the treatment, conveyance, and disposal of said Wastewater. Providing, however, the treatment of the Town's Wastewater, to be provided by the Commission, shall be of such type and degree as

may be necessary to provide a minimum of secondary treatment or equivalent, plus such additional treatment as may be required by Federal and State Law. The Town shall collect and deliver to the Commission's Wastewater collection system and/or POTW the Wastewater generated in the Town in accordance with the above requirement, excluding septage from septic systems and/or other alternative systems of treatment not connected or impracticable to connect to the collection system.

2.2 The Town will not connect any additional combined sewer within the Town's system beyond those in existence on date hereof and will not discharge into the POTW of the Commission any substances which are in violation of the latest requirements of the DEP and EPA, and subject to any implementation schedule issued therefore by any such governmental authority.

2.3 The Town agrees to adopt and amend from time-to-time sewer use ordinances to meet the requirements of the State and Federal laws administered by DEP and/or EPA. The Town shall submit to the Commission by February 1 of each year a summary report of all actions taken to minimize infiltration/inflow during the previous calendar year. The form of the report shall be in compliance with the regulations of EPA and DEP, as may be amended. The report shall include system mapping of the drain and sewer systems and identify any stormwater connections and/or combined sewer systems within the Town. In addition, the Town shall file with the Commission any additional reports to meet the

requirements of the EPA and/or DEP.

2.4 Annually by February 15th, for the term of this Agreement, the Town shall provide a comprehensive report identifying all locations where Wastewater from the town enters into the Commission's Wastewater collection system, including but not limited to isolated streets /sub-divisions and individual homes. The Town shall indicate the type of connection (individual service vs. sewer main) and provide estimates of flow volume. The report shall include maps identifying these locations and the contributing areas and identifying where they connect to the Commission's system. The report shall identify how the town controls/tracks new sewer services. Each report shall identify new service and/or sewer main connections that were added or subtracted in the calendar year. Based upon the estimated flows, size, and type of connection the Commission may require the Town to install and maintain a metering device within one year of the report being issued. In instances where metering is not required, a mutually agreed upon estimate of flows shall be utilized for billing purposes. The Town shall be responsible for identifying individual services within the Town that connect directly to the Commission's system.

2.5 The Town shall inform the Commission in writing of any proposed or new industrial/commercial entities that may be subject to the Industrial Pretreatment Program at such time as the town receives such relevant information or application for sewer service. The Town

shall submit to the Commission annually by February 15th of each calendar year a report identifying any new industrial/commercial entities that have begun operation within the Town and may be subject to the Industrial Pretreatment Program. The Commission's Industrial Pretreatment Program will submit a written report to the Town of an annual summary for all registered sewer users and permitted significant industrial users (SIU's) located in Ludlow by January 15th of each calendar year of the contract.

2.6 All measurements of volume and characteristics of the Town's Wastewater shall be made at a Sampling/Metering Station(s), as described in Articles 9 and 10 herein, or as mutually agreed upon between the Town and the Commission.

ARTICLE 3. TERM

3.1 The terms of this Agreement shall run for a period of five (5) years from the date hereof, subject to the provisions of Article 7.

ARTICLE 4. COMMISSION'S POTW

4.1 The Commission has provided the following capacities in its receiving, measuring, transmitting and treatment facilities for the Town's Wastewater:

Average Daily Flow	<u>2.80</u> mgd
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Peak Flow Rate	<u>7.6</u> mgd
BOD(5) (Average of 24-hour composites)	<u>5,700</u> #/day
TSS (Average of 24-hour composites)	<u>5,600</u> #/day

4.2 The Commission's facilities have been designed to meet the following standards:

- (a) METERING STATIONS Structures are adequate for the design peak flow listed in Section 4.3, equipment is adequate for the peak flow.
- (b) TREATMENT FACILITIES (SRWTF) - All structures and facilities are adequate for the average daily flow and peak flow listed in Section 4.3. Channels are adequate for the design peak flow. Inlet facilities, grit facilities, primary clarifiers and chlorination facilities are adequate for the peak flow. The aeration tanks and secondary clarifiers are adequate for average flow. Adequate space at proper locations will be reserved for the addition of any future facilities required to service the design peak flows.
- (c) OUTFALL PIPE WITH DIFFUSER (Discharging into the Connecticut River) - Adequate for design peak flow.

- (d) TRANSMISSION SYSTEM FROM INDIAN ORCHARD TO SRWTF (Force Main, Interceptor I, Interceptor II, and Connecticut River Crossing) - Sufficient capacity for peak flows.
- (e) LUDLOW INTERCEPTING SEWER - Sufficient capacity for peak flow.
- (f) INDIAN ORCHARD PUMPING STATION - Structure to be adequate for the peak flow; equipment to be adequate for the peak flow with space for additional or enlarged equipment to provide for peak flow.

4.2.1 In the event that additional treatment facilities are required as a result of discharges from the Town which exceed the design capacities tabulated in Article 4.1, or if the flow from the Town increases so as to cause the effluent discharged from the SRWTF to increase above 80% of the design flow for a period of 90 consecutive days, this Agreement shall be subject to renegotiation on the basis of an equitable distribution of the costs of said additional treatment facilities between the Town and all participants who either require or request additional capacity. The Commission shall forward to the Town a copy of any notices to the EPA and/or DEP in regard to the SRWTF exceeding 80% of the design flow and shall, in a timely manner, provide the Town with

projected costs, to comply with any EPA and/or DEP requirements addressing an increase of the effluent discharge in excess of 80% of the design flow of the permit for the SRWTF, including design costs, operational costs, and any proposed capital improvements.

4.2.2 In the event that additional treatment facilities are required as a result of constituents in the Wastewater received at the SRWTF which reduce treatment efficiency and the quality of the treatment plant effluent, the cost of said additional facilities shall be billed by the Commission to the participant in which the Wastewater containing the causative constituents originate. In the event said constituents are present in the Wastewaters of more than one participant, said costs shall be distributed proportionally, in an equitable manner, between all the participants in

which said Wastewaters originate.

4.3 For the purpose of this Article, the SRWTF's design capacity is as follows as described in Section 4.2:

Average Daily Flow	67.0 mgd
Peak Flow Rate	180.0 mgd
BOD(5) (Average of 24 - hour composites)	133,000 #/day
TSS (Average of 24- hour composites)	112,000 #/day

ARTICLE 5. PAYMENT OF OPERATING COSTS AND CHARGES

5.1 The Town will pay the Commission for the Commission's receiving, conveying, treating and disposing of the Town's Wastewater, in accordance with Section 2.1, and annual charge for Wastewater Services equal to the sum of the following:

5.1.1 Volume - A charge calculated by the following formula: (dollars per year)
 $\$/\text{year} = Q1 \times A2$

Where:

Q1 is the total number of units of flow contributed by the Town during the year with one (1) unit equal to one million gallons.
A2 is the Net Operating Cost attributable to each unit of flow.

5.1.2 BOD(5) - A charge calculated by the following formula: (dollars per year) \$/year
= Q1 X BOD(5) X 8.34 X B2

Where:

Q1 is the total number of units of flow contributed by the Town during the year with one (1) unit equal to one million gallons, BOD(5) is equal to the average annual concentration expressed in mg/L, 8.34 is a conversion factor and B2 is the Net Operating Cost attributable to each pound of BOD(5).

5.1.3 Total Suspended Solids - A charge calculated by the following formula: (dollars/year) \$/year = Q1 X TSS X 8.34 X C2

Where:

Q1 is the total number of units of flow contributed by the Town during the year with one (1) unit equal to one million gallons, TSS is equal to the average annual concentration expressed in mg/L, 8.34 is a conversion factor and C2 is the Net Operating Cost attributable to each pound of TSS.

5.2 The charge for Wastewater Services to be computed in Article 5.1 above shall be based on the following methods of apportionment of costs by the Commission for each of the facilities indicated below:

5.2.1 The Commission shall maintain an adequate cost accounting system consistent with Municipal Utility Practices for the operation of a Wastewater Treatment Facility which shall be the basis for the determination and allocation of Net Operating Costs. This accounting system shall be subject to review and audit by the Town during normal business hours of the Commission from time to time upon the Town's request.

5.2.2 The annual Net Operating Cost of the Commission for operating and maintaining the Commission's SRWTF, the Indian Orchard Pumping Station, the Indian Orchard Force Main, the Main Intercepting Sewers I, the Main Intercepting Sewers II, and the Connecticut River Crossings, less any applicable or appropriate grants from any sources, shall be apportioned on the basis of total annual flow, except SRWTF shall include loadings from each participant using said facilities.

5.2.3 The Net Operating Cost to the Commission for the SRWTF shall be apportioned on the basis of average daily values of flow, BOD(5), and TSS at the following percentages:

Flow (Average)	35%
BOD(5)	40%
TSS	<u>25%</u>

Total

100%

The Town's flow shall be determined in accordance with Article 10.1. The Town's BOD(5) and TSS shall be determined in accordance with Article 9 .1.

5.2.4 The Net Operating Cost shall be apportioned on a proportional basis, as provided in Section 5.1 and Section 5.2.

5.2.5 Net Operating Costs for the SRWTF shall include the cost of sampling of Wastewater contributed by the various participants and analysis of these samples. It shall also include the cost accounting related to the distribution and invoicing of operating and maintenance costs.

5.3 The charge for Wastewater Services shall be due and payable on a monthly basis, upon receipt of the Commission's statement by the Town.

5.3.1 The Town's charge for Wastewater Services for each month shall be estimated from the records of flow, strengths and estimated attributable Net Operating Cost.

5.3.2 The charge for the Fiscal Year shall be determined on the basis of the actual flows, strengths of loadings calculated quarterly and the attributable Net Operating Cost for that Fiscal Year. Credit shall be given for all monthly payments

received from the Town for that Fiscal Year and the balance due, if any, for the Fiscal Year shall be applied to the next statement and shall be due and payable with that statement. Otherwise, if the Town's total payments for the Fiscal Year exceed the Fiscal Year charge, the Commission shall extend the amount of the credit to the next Fiscal Year's monthly statements until the credit is exhausted. Upon the expiration or termination of the Agreement without cause, any unapplied credit for the Town shall be paid within 90 days after the end of the Fiscal Year in which the credit was generated.

5.3.3 Any Wastewater flows attributed to potable water flushing shall be measured by the Commission and credited as part of the annual billing cycle.

5.4 Chargeable Flow shall be determined for each of the participants on the basis of the records obtained from Sampling/Metering Stations located and designated in Section 10.1.1 so as to measure the flow from each of the participants, on an individual basis, as set forth in Article 10, herein. For instances where flows are not metered or are unable to be metered flow will be estimated. Estimates will be mutually agreed upon by the Town and the Commission described in Article 10.

5.5 BOD(5) and TSS for each of the participants shall be determined from proportional, composite, 24-hour

representative samples obtained at the participant's Sampling/Metering Station(s). The average daily BOD(5) and TSS, in pounds per day, shall be determined from the average of not less than fourteen (14) representative samples, taken on two seven (7) consecutive day periods except that if there is a failure during one or more of the seven consecutive days, the day of the week missed can be re-sampled for all participants the following week, i.e. if a Tuesday is missed, then a Tuesday has to be made up, as set forth in Article 9 herein.

- 5.6 In the event that damage is done to the POTW, the treatment process is adversely affected, the effluent quality deteriorates, treatment costs are increased, or fines and/or penalties are levied as a result of peculiarities of the discharge of the Town, or other participant(s), all costs resulting from said discharge shall be billed to and paid by the Town or participant(s) from which the discharge originated.

ARTICLE 6. APPORTIONMENT REVIEW

- 6.1 The Commission and the Town both agree that the apportionment of operating costs set forth in Article 5, herein, shall be subject to review annually.
- 6.2 In the event that the Town and Commission cannot agree as to the Town's Chargeable Flow, BOD(5), or TSS, or to the apportionment of Net Operating Costs, then the matter shall be resolved in accordance with the procedures set forth in Article 11.

ARTICLE 7. TERMINATION

7.1 The Commission may only terminate this Agreement for any material breach by the Town of the provisions contained herein. Material breach shall be defined as a continuous discharge for 60 days of Wastewater which is in violation of the provisions of this Agreement, and which results in a serious disruption or a reduced treatment plant effluent quality at the Commission's POTW in violation of applicable law, unless corrective action is taken pursuant to Article 7.1.1.

7.1.1. In the event that the Town's discharge of Wastewater is in violation of this Agreement or any applicable law, the Commission shall immediately notify the Town thereof. The Town shall then take appropriate corrective action. Such corrective action and the timetable for completion thereof shall be subject to approval by the Commission. To the extent that the violation results in a degradation of the effluent from the SRWTF resulting in violations of water quality standards imposed on the Commission by DEP and/or EPA, or the successor of either, the Town's corrective action and the timetable for compliance shall be subject to the concurrent approval of these relevant governmental body(ies). Failure by the Town to perform in accordance with the approved timetable (minimum of 45 days) as to a material matter capable of

interference with the proper operations of the SRWTF shall constitute a material breach of this Agreement entitling the Commission to terminate this Agreement ninety (90) days after written notice of said breach to the Town subject to Paragraph 7.1.2. below.

7.1.2 The Town shall have the opportunity to remedy such material breach, within 120 days of the written notice of said breach. In addition, the Town shall reimburse the Commission for any costs and expenses, including penalties imposed by the EPA and/or DEP or their successors, as a direct result of said breach. Said payment shall be made within 60 days of written notice to the Town by the Commission of said costs, expenses, and penalties.

7.2. The Town may only terminate this Agreement for any material breach by the Commission of the provisions contained herein. Material Breach shall be defined as the continuous failure by the Commission to continually receive, treat, and dispose of the Town's Wastewater in accordance with the provisions of this Agreement for a period of sixty (60) days, unless corrective action is taken by the Commission to allow for the receipt, treatment, or disposal of the Town's Wastewater, in accordance with the provisions of this Agreement, the Commission shall pay to the Town, all costs and expenses incurred by

the Town, including penalties imposed by the EPA and/or DEP or their successors, as a direct result of said breach. Said payment shall be made within 60 days of written notice to the Commission by the Town of said costs, expenses, and penalties.

ARTICLE 8. NOTICE OF CHANGES

- 8.1 The Town agrees to notify the Commission as far in advance as reasonably practical of any anticipated or planned significant increases or decreases in both the quantity and quality of the Wastewater to be discharged to the Commission's POTW. Such occurrences shall be related to non-weather events that would occur for greater than 90 days. For the purpose of this section, significant is defined as 10% of any of the values set forth in Section 4.1.
- 8.2 This Agreement is predicated upon a plant designed to provide the Town with the capacities set forth in Article 4.1, herein.

ARTICLE 9. SAMPLING OF WASTES

- 9.1 The Commission and the Town both agree that the determination of character and concentration of Wastewater will be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" as proposed, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation or any other method mutually agreed upon by the Commission and the Town, and subject further to the following:

9.1.1. The sampling and determination of the character and concentration of the Town's Wastewater for the purpose of computing the charges shall be the responsibility of the Commission or its authorized agent. The cost of these determinations shall be borne by the Commission. The Town shall be furnished with copies of all such determinations.

9.1.2. Samples shall be collected by the Commission at the Town's Sampling/Metering Station(s) and in such manner as to be representative of the actual quality of the Town's Wastewater. The average daily BOD(5) and TSS, in pounds per day, shall be determined from the average of not less than fourteen (14) representative samples, taken on two seven (7) consecutive day periods except that if there is a failure during one or more of the seven consecutive days, the day of the week missed can be re-sampled for all participants the following week, i.e. if a Tuesday is missed, then a Tuesday has to be made up. The mathematical average of the concentrations thus obtained shall be multiplied by the respective participant's quarterly flow to determine the appropriate quarterly BOD(5) and total suspended solids loadings. Per Article 5.3.2 the determined concentration of BOD and TSS is applied to each quarterly flow volume total. The Town loadings for BOD and TSS are calculated

using the following formula:

$$\text{Daily BOD (lbs.)} = \text{BOD(5) mg/l} * \text{daily flow} * 8.34$$

WHERE:

BOD(5): test result from 24-hour proportional, composite sample

Daily Flow: Metered flow total measured day of 24-hour composite sample collection

8.34 is conversion factor from mg/L to pounds

$$\text{Quarterly BOD (lbs.)} = \text{BOD mg/L} * \text{Qtr. Flow Total (MG)} * 8.34$$

WHERE:

BOD mg/L: equals average from 14-day town sample collection conducted for specified Town listed in Article 5.5.

Qtr. Flow Total: Total flow measured for specified Town (in million gallons) per quarter of year in which affiliated Town sampling was conducted.

8.34 is conversion factor from mg/L to pounds

* Same formula is applied to calculate TSS daily and quarterly loadings

Allocation of Net Operating Cost of the

treatment facility shall be based on ratios of the Town flow to the total facility flow, the ratio of the Town BOD(5) to the total facility BOD(5), and the ratio of the Town total suspended solids to the total facility total suspended solids, as determined above, times those portions of the Net Operating Costs attributable to flow, BOD(5) and total suspended solids as provided in Article 5. The Town shall have access to said location and may use available sampling and metering equipment required to conduct intermittent or continuous Wastewater sampling.

- 9.1.3. The Town may, at its own election and under supervision of the Commission, collect split samples when designated town sampling is conducted by the Commission, or its designee, and submit the results relating to the volume, character and concentration of its wastes to the Commission. Copies of flow metering data and portions of Wastewater samples collected by the Town as part of a sampling and analytical program shall be made available to the Commission upon its request at no cost and in adequate quantities for analysis by the Commission for characteristics and concentrations. Laboratory procedures shall be in accordance with those set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater". In the event of

discrepancy in results of analyses between the Commission and the Town, and said discrepancy cannot be satisfactorily resolved, then the parties will submit the samples to a mutually acceptable disinterested third party for determination of the Wastewater characteristics.

ARTICLE 10. MEASUREMENT OF FLOW

Commission Deliverable

Section	Submittal	Due Date	Frequency
10.1.2	Meter Calibration	Within 30 days after completion	Annual - minimum test 1x per year

10.1 The Commission and the Town both agree that the measurement of flow shall be as follows:

10.1.1 The volume of flow used in computing the Town's Wastewater charges shall be based upon readings obtained at the approved Metering Station(s) by suitable metering equipment of a type approved by the Commission or as agreed upon by the Town and Commission. The Commission shall maintain and operate, as part of this project, a Sampling/Metering Station on the Ludlow Intercepting Sewer. The Commission may request additional metering stations where

warranted. Provisions relative to the operation and maintenance, meter type and location of said Sampling/Metering Station(s) shall be as follows:

Sampling/Metering Stations:

(a) Ludlow Monitoring Station. Located within the Ludlow Interceptor sewer main. South of the West Street Bridge at Town border entering Indian Orchard.

Flow Meter: sampling/metering station contains SIEMENS-Milltronics Ultrasonic Level Transmitter within 18" Parshall Flume

- 10.1.2 The Commission will test and calibrate the meter(s) utilizing a certified third party at least once per each fiscal year. If deemed necessary, the Commission may test and calibrate the meter more often. The Commission shall forward the results to the Town within 30 days of completion.
- 10.1.3 The Commission shall have access to all meters in order to install, maintain, and operate instrumentation to record and transmit data.
- 10.1.4 The Commission shall provide the Town with Wastewater volumes for all participants quarterly based upon the meter readings and upon the Town's request. The Town and Commission shall have access to the

Sampling/Metering Station(s) described above which handles its waste during normal business hours.

10.1.5 In the event the metering equipment is temporarily out of order or service for any reason, the volume of Wastewater will be estimated by the Commission and the Town on a mutually agreed upon basis. In the event that the Town and the Commission cannot agree as to the basis for estimating the volume of Wastewater during the time that the metering equipment is temporarily out of service, flow and loadings will be estimated based on previous data and trends. This Commission, at its sole discretion, can install temporary metering and or sampling stations as necessary..

Article 11. DISPUTE RESOLUTION

11.1 In the event of a dispute under this Agreement between the Commission and the Town, and if said dispute cannot be satisfactorily resolved by the parties within thirty (30) days after notice of such dispute is given to the other party, then the parties will submit the matter to non-binding arbitration. The arbitrator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The arbitrator shall have full discretion as to the conduct of the non-binding arbitration. Each party shall participate in the

arbitrator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the non-binding arbitration. Non-binding arbitration is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No arbitrator shall be empowered to render a binding decision. Each party shall bear its own cost of arbitration and shall share equally in the costs of the arbitrator.

ARTICLE 12. TERMINATION OF PRIOR AGREEMENTS

It is agreed by the parties hereto that this contract shall supersede any and all prior Wastewater (sewage) treatment contracts entered into as between said parties.

IN WITNESS WHEREOF, the Commission has prepared this Agreement and caused it to be executed by its Commissioners and the TOWN OF LUDLOW has caused this Agreement to be executed by its Selectboard thereunto duly authorized.

THE SPRINGFIELD WATER AND SEWER COMMISSION

By: _____
Its Chair

By: _____
Its Commissioner

By: _____
Its Commissioner

Approved as to Form:

Commission Counsel

FOR THE TOWN OF LUDLOW, MASSACHUSETTS
Selectboard

By: _____

By: _____

By: _____

Approved as to Appropriation:

By: _____
Town Accountant

Approved as to Form and Legality:

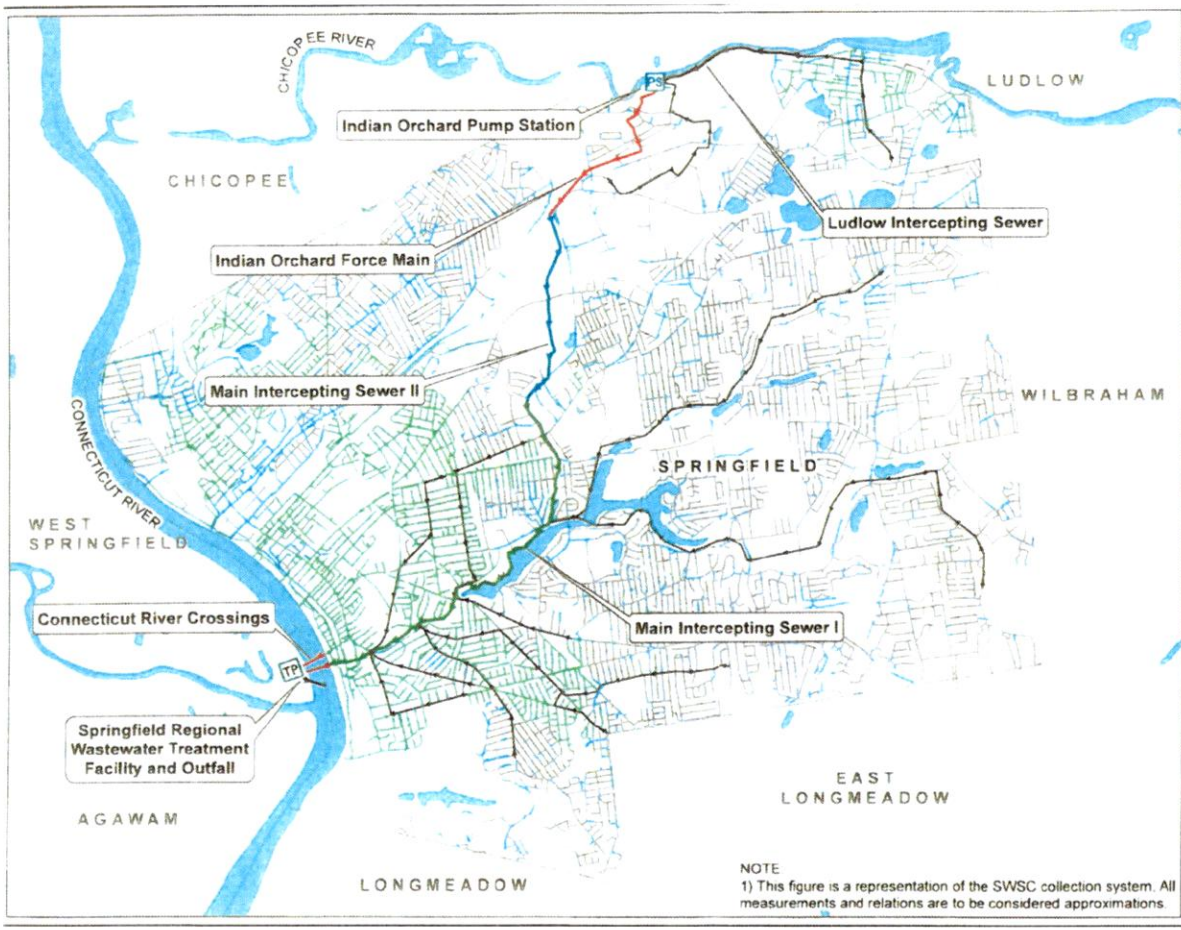
By: _____
Town Counsel

APPENDIX 1
Springfield Water and Sewer Commission
Wastewater Infrastructure

Springfield Water and Sewer Commission
 January 2016



- Legend**
- Town Line
 - Local Interceptor Pipes (24")
 - SWSC Wastewater Infrastructure
 - Ludlow Intercepting Sewer
 - Indian Orchard Force Main
 - Main Intercepting Sewer I
 - Main Intercepting Sewer II
 - Connecticut River Crossings



NOTE
 1) This figure is a representation of the SWSC collection system. All measurements and relations are to be considered approximations.

Amy Kurtz

From: Marc Strange
Sent: Wednesday, April 29, 2026 11:45 AM
To: Amy Kurtz
Subject: Fw: EXTERNAL:FY27 Gasoline Buy Orders Section 2 & 3
Attachments: Buy Order Gasoline 2 fy 27.doc; Gasoline instructions FY27.doc; Buy Order Gasoline 3 fy 27.doc

Can we please add this to the 5/5 agenda for the board's discussion and possible vote?

From: Paul Schroeder <paul@ijod.net>
Sent: Monday, April 27, 2026 12:31 PM
To: Mario Mazza <MMazza@agawam.ma.us>; Allison Dauphinais <adauphinais@chicopeema.gov>; Marc Strange <mstrange@Ludlow.ma.us>
Subject: EXTERNAL:FY27 Gasoline Buy Orders Section 2 & 3

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.

Dear LPVEC Gasoline Coop Bid Participant

Attached are the buy order forms and instructions for locking in a fuel price in FY 2027.

NOTE WELL: You need to award and sign a contract with Burke before you can buy a fixed price for FY27.

NOTE: You are under no obligation to lock in a fixed price because you can always buy fuel off the Daily Spot Market index and bid margin..

ALSO NOTE: Now May or May Not be a good time to lock in a fixed price. (see attached letter)

Futures are on the rise because of the dueling blockades at the Straits of Hormuz

Section 2 is for your regular tanks that can take a minimum of 1,000 gallons.

Section 3 is for those small tanks at the golf course or other 1,000 gallon or smaller tank size.

Read the instructions and if you have any questions send me an email.

Thanks,
Paul

Paul W Schroeder
Energy Consultant
413-237-4089



April 27, 2026

Dear LPVEC Unleaded Gas Co-op Participant:

Attached is the Buy Order document you need to lock in a price for next fiscal year (FY 27). You should already have received Contract documents and Award recommendations for the bid that was opened April 6, 2026. **YOU MUST EXECUTE A CONTRACT WITH YOUR VENDOR BEFORE YOU CAN LOCK IN A FIXED PRICE.**

Also note that you have the option to buy on the spot market only and not lock a fixed price. It's your choice. Any fuel you need after you have used all your fixed price fuel is bought off the spot market margin. Any fixed price fuel you don't use within the FY you need to account for per section 10 of your contract.

Fixed Prices are for Regular Grade Only.

The Gasoline market has been a roller coaster with war calling the shots. January 2027 NYMEX for RBOB (reformulated blend stock) settled at \$2.3459 Friday. Futures prices are more than \$.55 more than this time last year. So all in all it's not the best time to lock in. Spot market was \$3.2275 for regular on Friday, \$1.20 more than this time last year. So at the moment fixed prices are about \$.75 less than spot market prices. This is because of the current oil supply constraints.

My recommendation at this time is to watch and hope the prices will come down before you need to buy fuel in FY27. I think that a target of around \$2.25 for the Jan. 2027 NYMEX RBOB is reasonable if the Striates of Hormuz are opened soon. If not, it's anybody's guess. Note that the big bank predictors are looking at higher oil prices through the end of 2026 no matter what. So if this happens, now is a good time to buy AND I am totally wrong in my assessment.

Instructions for executing a buy order are on the next page.

Also in this document is the Authorization as Agent form for those of you who want me to execute your Buy Orders for you. Fill out the Authorization along with your Buy Order and email them both to me.

Please call (413-237-4089) or e-mail (pschroeder@lpvec.org) me with any questions.

Thanks for your participation.

Paul W. Schroeder
Manager, Energy Services

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

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INSTRUCTIONS FOR FIXED PRICE FUTURES PROGRAM
Unleaded Gasoline Bid **Regular Grade Only**

1. Decide how much fuel you will probably use next fiscal year. Then decide how much of your estimated use you are willing to buy at a fixed price and therefore "own". Then subtract any unused fixed price gallons you have for the current year. [You are responsible for all the gallons you commit to the fixed price so usually people fix about 80% of a normal year's use. See Section 10 of your contract.]

YOU MUST EXECUTE A CONTRACT WITH YOUR VENDOR BEFORE YOU CAN LOCK IN A FIXED PRICE. YOU DO NOT NEED TO LOCK TO BUY OFF THE SPOT MARKET PRICE.

2. Also decide what month you will start taking delivery of the fixed price fuel (usually July).
3. Fill in the "Notice of Buy Order" for your Trailer or Trailer compartment and/or your Metered Pump Wagon loads with the above information along with your name and address, etc.
4. Watch the futures market and decide which day to lock on the futures price. [NOTE: You can lock a fixed price at any time between Now and October for next FY delivery.] OR execute the enclosed Authorization for Designation as Agent and send me both your filled out "Notice of Buy Order" and "Authorization for Designation as Agent". **NOTE: do not send the buy order to the vendor if you want me to do this.**
5. Email the "Notice of Buy Order" to your vendor by noon of the day you wish to lock. (This is because it only gives the vendor until 2:30 to make the trades to cover your fixed price.) Follow up with a phone call to make sure they got it. Your final price will be the close of market settlement for that day plus the vendor's margin plus applicable taxes and fees.
6. I post futures and spot prices every week day at <https://www.lpvec.org/wp-content/uploads/CURRENT-PETROLEUM-PRICES-PAGE.htm>
7. OR, Fill it out and email it to me with an Authorization form and I'll do it for you. BUT don't send it to the Vendor or they will lock immediately.

Questions or suggestions? Paul W. Schroeder
e-mail: pschroeder@lpvec.org

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AUTHORIZATION OF
DESIGNATION AS AGENT
FOR FIXED PRICE FUTURES PROGRAM
Unleaded Gasoline Regular Grade

The _____ (Awarding Authority) hereby appoints and designates Paul W. Schroeder, Manager of Energy Services for the Lower Pioneer Valley Educational Collaborative, as its Agent for fixing the price on the purchase of _____ gallons of Regular Unleaded Gasoline under the Fixed price Futures Program of the Western Mass. Fuel Cooperative Bid.

The Awarding Authority agrees to take delivery of the above specified gallons of fuel, at the fixed price locked by its Agent, in Fiscal Year 2027.

The Lower Pioneer Valley Educational Collaborative offers this service for the benefit of the Western Massachusetts Fuel Cooperative members and in no way will it or its Employees, acting as an Agent, be liable for any losses to the Awarding Authority, including a drop in prices in the fuel markets, that may result from this service.

(signature) _____ (print name)

(title)

(awarding authority)

(address)

Phone: _____

Fax: _____

Please send me this form with your filled out "Notice to Buy Order" so I know what to fix for you.

Do Not send this or the Buy Order to the Vendor

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

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NOTICE OF BUY ORDER

Unleaded Gasoline

METERED PUMP TRUCK DELIVERIES Section 3

_____ (date)

This Notice of Buy Order is for the Fixed Price Future Program as defined by the Unleaded Gasoline Bid of the Lower Pioneer Valley Educational Collaborative and Participants in the Western Massachusetts Fuel Cooperative. By executing this Buy Order, the signator agrees to the terms and conditions listed in the Unleaded Gasoline Bid. This order is also considered as a contract renewal in the case of successive years as defined in the bid.

This buy order is for _____ gallons of Regular Grade Unleaded Gasoline at the fixed price based on the New York Mercantile Exchange, NYH RBOB, futures settle price for January 2027 as published in the Wall Street Journal for Today PLUS the contract Margin and Overhead price of \$ 0.7842 as awarded from the Unleaded Gasoline Bid for Metered Pump Truck deliveries, Section 4.

The receipt of the Fixed Future Priced Fuel will commence on _____, 2026 and continue until the above specified amount of fuel is delivered.

Any additional gallons purchased before the fixed price begins or after the number of gallons listed above is used, will be purchased based on the New Haven Low Spot Market Price plus the contract Margin and Overhead price of \$ 0.3842 as awarded from the Unleaded Gasoline Bid for Section 3, Metered Pump Truck.

THIS BUY ORDER IS MADE TO:

Joseph Cote
Dennis K. Burke, Inc.
555 Constitution Dr.
Taunton, MA 02780
Phone: 800-289-2875
Fax: 617-884-7638
joe.cote@burkeoil.com

By: _____

(signature of authorized buyer)

_____ (print name)

_____ (title)

_____ (awarding authority)

_____ (address)

Phone: _____ Fax: _____

Notice: This buy order must be received by your supplier by 12 noon of the day you wish to fix the futures price. Follow up with a phone call to make sure they got it.



April 27, 2026

Dear LPVEC Diesel Co-op Participant:

Attached is the Buy Order document you need to lock in a price for next fiscal year (FY 27). You should already have received Contract documents and Award recommendations for the bid that was opened April 6, 2026. **YOU MUST EXECUTE A CONTRACT WITH YOUR VENDOR BEFORE YOU CAN LOCK IN A FIXED PRICE.**

Also note that you have the option to buy on the spot market only and not lock a fixed price. It's your choice. Any fuel you need after you have used all your fixed price fuel is bought off the spot market margin. Any fixed price fuel you don't use within the FY you need to account for per section 10 of your contract.

The oil market has been a roller coaster with war in the driver's seat. January 2027 NYMEX settled at \$3.0207 Friday. Also prices are about \$.90 more than this time last year. So all in all it is **NOT** the greatest time to lock in. Spot market was \$4.0970 on Friday (\$2.2358 last year). So at the moment fixed prices are about \$.75 less than spot market prices. This is because of the current oil supply constraints.

My recommendation at this time is to watch and hope the prices will come down before you need to buy fuel in FY27. I think that a target of under \$2.80 for the Jan. 2027 NYMEX is reasonable if the Striates of Hormuz are opened soon. If not, it's anybody's guess. Note that the big bank predictors are looking at higher oil prices through the end of 2026 no matter what. So if this happens, now is a good time to buy AND I am totally wrong in my assessment.

Instructions for executing a buy order are on the next page.

Also in this document is the Authorization as Agent form for those of you who want me to execute your Buy Orders for you. Fill out the Authorization along with your Buy Order and email them both to me.

Please call (413-237-4089) or e-mail (pschroeder@lpvec.org) me with any questions.

Thanks for your participation.

Paul W. Schroeder
Manager, Energy Services

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

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INSTRUCTIONS FOR FIXED PRICE FUTURES PROGRAM
ULS Diesel BID

1. Decide how much fuel you will probably use next fiscal year. Then decide how much of your estimated use you are willing to buy at a fixed price and therefore "own". Then subtract any unused fixed price gallons you have for the current year. [You are responsible for all the gallons you commit to the fixed price so usually people fix about 80% of a normal year's use. See Section 10 of your contract.]

YOU MUST EXECUTE A CONTRACT WITH YOUR VENDOR BEFORE YOU CAN LOCK IN A FIXED PRICE. YOU DO NOT NEED TO LOCK TO BUY OFF THE SPOT MARKET PRICE.

2. Also decide what month you will start taking delivery of the fixed price oil (usually July).
3. Fill in the "Notice of Buy Order" for your Trailer and/or your Metered Pump Wagon loads with the above information along with your name and address, etc.
4. Watch the futures market and decide which day to lock on the futures price. [NOTE: You can lock a fixed price at any time between Now and October 31 for next FY delivery.] OR execute the enclosed Authorization for Designation as Agent and send me both your filled out "Notice of Buy Order" and "Authorization for Designation as Agent". **NOTE: do not send the buy order to the vendor if you want me to do this.**
5. Email the "Notice of Buy Order" to your vendor by noon of the day you wish to lock. (This is because it only gives the vendor until 2:30 to make the trades to cover your fixed price.) Follow up with a phone call to make sure they got it. Your final price will be the close of market settlement for that day plus the vendor's margin plus applicable taxes and fees.
6. I post futures and spot prices every week day at <https://www.lpvec.org/wp-content/uploads/CURRENT-PETROLEUM-PRICES-PAGE.htm>
7. OR, Fill it out and email it to me with an Authorization form and I'll do it for you. BUT don't send it to the Vendor or they will lock immediately.

Questions or suggestions? Paul W. Schroeder
e-mail: pschroeder@lpvec.org

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AUTHORIZATION OF
DESIGNATION AS AGENT
FOR FIXED PRICE FUTURES PROGRAM
ULS Diesel Fuel

The _____ (Awarding Authority) hereby appoints and designates Paul W. Schroeder, Manager of Energy Services for the Lower Pioneer Valley Educational Collaborative, as its Agent for fixing the price on the purchase of _____ gallons of Diesel fuel under the Fixed price Futures Program of the Western Mass. Fuel Cooperative Bid.

The Awarding Authority agrees to take delivery of the above specified gallons of fuel, at the fixed price locked by its Agent, in Fiscal Year 2027.

The Lower Pioneer Valley Educational Collaborative offers this service for the benefit of the Western Massachusetts Fuel Cooperative members and in no way will it or its Employees, acting as an Agent, be liable for any losses to the Awarding Authority, including a drop in prices in the fuel markets, that may result from this service.

(signature) _____ (print name)

(title)

(awarding authority)

(address)

Phone: _____

Fax: _____

Please send me this form with your filled out "Notice to Buy Order" so I know what to fix for you.

Do Not send this or the Buy Order to the Vendor

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

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NOTICE OF BUY ORDER

Diesel Fuel

METERED PUMP TRUCK DELIVERIES Section 4

_____ (date)

This Notice of Buy Order is for the Fixed Price Future Program as defined by the Diesel Fuel Bid of the Lower Pioneer Valley Educational Collaborative and Participants in the Western Massachusetts Fuel Cooperative. By executing this Buy Order, the signator agrees to the terms and conditions listed in the Diesel Fuel Bid. This order is also considered as a contract renewal in the case of successive years as defined in the bid.

This buy order is for _____ gallons of Additive Premium Diesel Fuel at the fixed price based on the New York Mercantile Exchange, Heating Oil No. 2, futures settle price for January 2027 as published in the Wall Street Journal for Today PLUS the contract Margin and Overhead price of \$ 0.2842 as awarded from the Diesel Fuel Bid for Metered Pump Truck deliveries, Section 4.

The receipt of the Fixed Future Priced Fuel will commence on _____, 2026 and continue until the above specified amount of fuel is delivered.

Any additional gallons purchased before the fixed price begins or after the number of gallons listed above is used, will be purchased based on the New Haven Low Spot Market Price plus the contract Margin and Overhead price of \$ 0.1842 as awarded from the Diesel Fuel Bid for Section 4, Metered Pump Truck.

THIS BUY ORDER IS MADE TO:

Joseph Cote
Dennis K. Burke, Inc.
555 Constitution Dr.
Taunton, MA 02780
Phone: 800-289-2875
Fax: 617-884-7638
joe.cote@burkeoil.com

By: _____
(signature of authorized buyer)

_____ (print name)

_____ (title)

_____ (awarding authority)

_____ (address)

Phone: _____ Fax: _____

Notice: This buy order must be received by your supplier by 12 noon of the day you wish to fix the futures price.
Follow up with a phone call to make sure they got it.



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

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

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

First order of business: Pledge of Allegiance

Mr. Rosenblum: 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

6:00 P.M. – Salman Zahid – Conservation Commission Member Interview

Mr. Zahid said he lives at 156 Pinewood Road and works for MASSDOT, currently on Piney Lane. He described himself as environmentally friendly and committed to keeping streams and wildlife safe from hazards in construction zones. He shared photos taken during their work phases showing environmental protection and said everything has been done within a controlled environment. The position interested him because it involves overseeing the natural reservation in town, and he wants to help manage and preserve natural resources long-term. He said it would also be a good learning curve for understanding how the town handles resources, wetlands activity, and buffer zones. Mr. Gennette thanked him for applying and confirmed he works for MASSDOT. **Motion made by Mr. Gennette** to appoint Salman Zahid to the Conservation Commission. **Mr. Alves second. All in favor. Motion passed 5-0.**

6:15 P.M. – William "Bud" Ellison – Conservation Commission Associate Member Interview.

Mr. Ellison introduced himself as William Ellison of 555 Miller Street and said he is 5th generation on the property. Mr. Silva asked if he was interested in the Alternate position, and Mr. Ellison clarified it was the Associate. Mr. Silva explained they were interviewing for a full member and an associate member, so he would not be considered for the full member spot. Mr. Gennette confirmed Mr. Ellison is already on the Planning Board and asked about any conflict. Mr. Ellison said there was none and that he had previously talked with Penny and Angela about joining, believing there could be good synergy between departments. When the Planning Board opportunity came up, he took that on as well but felt the Associate Member role here would be less stringent, allow a learning curve, and let him help without overextending himself, and he does not expect to vote unless needed.

Mr. Rosenblum asked if he was still on Open Space. Mr. Ellison said he is and believes he is still chairman. He said the CPA is being reassembled, he will represent the Planning Board on that committee, and he is excited about the new approach. He said he wants to bring everything together and feels now is the right time, even if he does not plan to do it forever. **Motion made by Mr. Gennette** to appoint Bud Ellison as the Associate Member. **Mr. Silva second. All in favor. Motion passed 5-0.**

6:30 P.M. – Judy Breault – Conservation Commission Member Interview.

Ms. Breault introduced herself as Judy Breault from Haswell Circle, where she has lived for 35 years. She currently serves as chairman of the Ludlow Pond Management Committee and has had many discussions with Angela Tierney about pond-related issues. She felt this position would mirror the work she already does with the Pond Committee. She has 30-plus years of corporate experience, is retired, and now has the time to help make Ludlow a better community. Mr. Silva noted that Conservation can be more restrictive than pond work and asked if she was comfortable with that. Ms. Breault said she was, explaining that much of the challenge comes down to helping people understand the rules around Conservation, buffer zones, ecology, and limitations. She said she has also experienced frustration with treatment efforts at Minechoag but understands the regulations.

Mr. Gennette asked about potential conflicts between the Pond Committee and Conservation. Ms. Breault said she had considered that and would step away from decisions involving notices of intent for pond treatments or surveys. She said the synergy comes from education efforts such as fertilizing practices, trash pickup, water levels, and aquatic life, and she hopes to learn more from working with the Department of Environmental Protection and bring that value back. She acknowledged there will be times when she must recuse herself.

Mr. Rosenblum said that while she is qualified, he is also considering the benefit of involving someone new who has never volunteered before. Ms. Breault said she understood and only applied because she believed Conservation needed additional members, and she was glad to see others had applied. She said she would take no offense if not appointed and is happy to continue her work on the Pond Committee or work with whoever joins Conservation. Mr. Alves agreed, saying more voices are good and that appointing a first-time volunteer is important. He appreciated her willingness to abstain when appropriate but felt that made him lean more toward appointing Mr. Zahid since the committee needs someone able to participate actively.

CORRESPONDENCE

26-68 Chief Brennan – Police Firearms Range Proposal.

Chief Brennan said we had been looking at the possibility of developing a new range for some time. Myself and Lt. Irwin run our ranges with the good graces of private people here in town. Long-term planning may not be feasible forever and we've run into conflicts with operations. We looked at the DPW property; it's feasible. We could construct a range using our DPW personnel. It comes down to earth movement, building up berms about 16 ft. tall and 10 ft. wide for a backstop and to deflect or contain noise. We could do it with the equipment we have and we would own the property. Alternatives would be renting range space with travel time and rental costs. This seemed like a no brainer. I credit Lt. Irwin. I'm looking for approval to work with the DPW.

Mr. Silva asked about the \$17,000 and any estimate for building it. Lt. Irwin said a few days to move all of that. No materials. You're taking existing earth and moving it around. No clearing. Mr. Gennette asked is it gated and secured. Chief Brennan said yes. It's on the DPW property which is secure, and the backside abuts the turnpike. Concern about people wandering; plan would be signage and sweeping the area. Operating hours usually daytime; requirement for lowlight training occasionally. Usually in October/November and April/May around dusk. Mostly Monday through Friday, some Saturdays, generally not Sundays.

Discussion of location: on the DPW side, further from residents. Question about qualifying residents for LTCs; right now for our own personnel but could potentially lead to safety classes. Location checked for wetlands; both bogs outside the buffer. Environmental stewardship: scraping earth every five years, sifting, and replacing.

Lt. Irwin noted range rental recently quoted at 7,000 for the year, plus overtime and travel. MBTC funding pulled back. Mr. Gennette asked about hosting other police departments; idea is to start with us. Concerns about insurances and liabilities. Before bringing anyone else you would have to work that out. **Motion made by Mr. Silva** to approve the request of the police department for developing a range at the DPW. **Mr. Alves second. All in favor. Motion passed 5-0.**

26-69 Recreation Commission – Reorganization.

May 5, 2026

Mr. Alves said from the Rec Department at their meeting scheduled on April 7th they reorganized as follows: Sean McBride chairman, Shawn Lebeau vice chairman, Edward Garbocik member. **Motion made by Mr. Alves to file. Mr. Silva second. All in favor. Motion passed 5-0.**

26-70 Finance Committee – Reorganization.

Mr. Alves said per correspondence from the Finance Committee be advised that their meeting April 15th, 2026 they voted to reorganize as follows: Chad Mullin chairman, Mike Kelliher vice chairman, Susan Boyea member, Michael Kelley member, Aneta Lombardi member. **Motion made by Mr. Alves to file. Mr. Silva second. All in favor. Motion passed 5-0.**

26-71 Our Lady of Fatima Parish and Festa Committee – Request to waive all administrative & permit fees associated with this year’s Festa, including but not limited to Fire, Police and Building Department services. **Motion made by Mr. Gennette to approve Our Lady of Fatima Parish and Festa Committee request to waive all administrative & permit fees associated with this year’s Festa, including but not limited to Fire, Police and Building Department services. Mr. Silva second. All in favor. Motion passed 5-0.**

26-72 Robert Haryasz – Request to be appointed to the Celebrate Ludlow Committee. **Motion made by Mr. Alves to appoint Robert Haryasz to the Celebrate Ludlow Committee. Mr. Silva second. All in favor. Motion passed 5-0.**

26-73 Joanna Stoeber – Request to be appointed to the Celebrate Ludlow Committee. **Motion made by Mr. Alves to appoint Joanna Stoeber to the Celebrate Ludlow Committee. Mr. Sanches second. All in favor. Motion passed 5-0.**

26-74 Cannabis Control Commission – Delivery of Marijuana & Marijuana Products – Municipal Waiver Option.

Mr. Strange explained that the Governor recently signed an Act Modernizing the Commonwealth’s Cannabis Laws, which creates a right for delivery into any community. Communities like Ludlow, which voted not to allow cannabis sales or cultivation, can request a waiver from the Cannabis Control Commission, and the CCC must accept it. Delivery became effective immediately, so delivery into Ludlow is currently legal until the waiver is submitted and approved. Mr. Silva asked where deliveries would go and whether this meant to residences. He said he had no issue with residents having products delivered to their door and noted the town’s prohibition was against establishments selling in Ludlow, not against personal delivery. Mr. Alves noted medical delivery cannot be opted out of and this only pertains to recreational. Mr. Gennette said he opposed establishments in Ludlow but delivery did not bother him and confirmed this does not supersede the bylaw prohibiting cannabis businesses. Mr. Alves agreed, saying delivery is safer for users and necessary for those who cannot leave their homes. Mr. Sanches asked whether the Chief had been consulted on safety implications. Mr. Strange said it is a state law. Mr. Silva said the Board does not have to take action unless they choose to. Mr. Strange confirmed that if the Board does nothing, delivery will remain allowed. Mr. Silva said the Chief could approach the Board later if he had concerns. Mr. Strange confirmed there is no time limit and that the town can opt out at any point. **Motion made by Mr. Gennette to file. Mr. Silva second. All in favor. Motion passed 5-0.**

26-75 NextEra Energy – Massachusetts Disclosure Label, LLC. **Motion made by Mr. Gennette to file. Mr. Silva second. All in favor. Motion passed 5-0.**

26-76 Charter Communications – 2025 Annual Financial Report. **Motion made by Mr. Silva to file. Mr. Gennette second. All in favor. Motion passed 5-0.**

Linda Collette came in to discuss the revised parade route. She explained that because the West Street Bridge is permanently closed, a new parade route was created with Police and Fire. The parade will still start at the Gremio Lusitano Club on Winsor Street and will go up Winsor, turn left onto Laconia by East Street School, then left onto East Street and continue to the Veteran’s Memorial. Marchers will go up Chestnut as usual, while floats and larger vehicles will turn at the river walk. Staging will take place on State Street and at the Senior Center, with participants coming up Worcester Street and onto Winsor to begin. The route is

May 5, 2026 page 3 of 9

only slightly shorter due to fewer turns. Police and Fire preferred Laconia instead of Stevens to keep Stevens Street open for emergency access, and East Street offers many side streets and parking options. The review stand will move to East Street School, and LCTV has been notified. Billy Koss and Bill Rooney will provide parade commentary. Once approved, the updated route will be shared online, on social media, in the Register, and through a robocall.

UNFINISHED BUSINESS

Board to discuss and possibly revise vote on FY27 CIPC recommendations.

Mr. Alves explained that the Finance Committee reviewed revised recommendations following the change in certified free cash. With only three members present, the committee evaluated departmental requests alongside their five-year plans, aiming for balance across departments and across fiscal years. He noted that items on the capital plan represent legitimate needs and that delaying them typically increases costs, citing an example where a project rose by 25 percent in one year. He also referenced ten-year data on stabilization levels and free cash trends, indicating the town is now within the state-recommended stabilization range after years of improvement.

The committee agreed on most recommendations but initially hesitated on the community center request due to incomplete information; after further discussion they recommended postponing it. Mr. Gennette asked why certain capital items totaling \$386,426 were removed instead of reducing contributions to OPEB or capital stabilization. After reviewing the free cash sheet, it was clarified that OPEB had already been reduced and that maintaining sufficient free cash and stabilization balances guided the committee's decisions.

Board members discussed the role of various stabilization funds, the town's reserve position, and differing views on how much to place in stabilization versus leaving funds in free cash for flexibility. Mr. Alves emphasized that with stabilization funds now healthy, the committee aimed to fund as many projects as feasible to avoid cost escalation. Mr. Sanches suggested directing a portion of remaining funds into capital stabilization to ensure future obligations, such as trash and fire truck payments, are covered if free cash is low next year. Mr. Alves favored retaining flexibility by keeping remaining funds in free cash.

Several members noted concerns about delayed free cash certification and its impact on planning. Questions were raised regarding the absence of the previously discussed insurance stabilization fund, which had been presented earlier in the cycle but did not appear in the warrant. Mr. Strange confirmed it had been removed before finalization. The discussion concluded with questions about the significant decline in free cash from earlier estimates due to higher uncollected taxes and other unrealized revenues. Mr. Strange stated he would review the details with auditors and return with a full explanation at a future meeting. **Motion made by Mr. Gennette** to follow the recommendation of the Capital Improvement Planning Committee for the items they have listed and adding the Community Center back in for \$86,100 for locker room renovations. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to discuss and possibly vote to withdraw support for certain FY27 Free Cash expenditures and the corresponding warrant articles.

The Board discussed how to proceed with the warrant articles relating to stabilization and other allocations. Mr. Gennette asked for a motion, and Mr. Alves suggested following warrant order. It was clarified that postponing the warrant articles would effectively mean making no allocations, as a motion to take no action would be made at Town Meeting. Mr. Strange noted that each of the stabilization-related articles could be addressed individually with motions to take no action, including capital stabilization, park and recreation stabilization, the diff fund, OPEB, the stadium turf account, ITP Munis projects, and the public safety HVAC article. Members agreed that it would be useful to formally record their recommendations.

The Board then reviewed the warrant articles. Electronic voting devices would remain funded at \$8,200. For the diff special revenue fund, Mr. Gennette reported that postponing the allocation would not significantly impact the Stevens Street paving plan, as Chapter 90 funds could be used next year, and gas line installation may occur beforehand. Questions were raised about the process for determining diff contributions, with Mr. Alves noting his

understanding that the incremental tax revenue should be identified early in the budget process rather than relying on free cash. Mr. Strange clarified that, given timing and prior practice, the transfer must come from free cash.

The Board agreed that Article 12 (diff transfer) would be no action. Article 13, the Finance Committee reserve, would remain funded. Article 14, the building infrastructure fund, would remain at \$100,000. Articles 15 and 16, relating to stabilization and turf replacement, would be no action. Radio communications maintenance funding would stay, as it is required. Munis improvements would be no action. Articles for capital stabilization, park and rec stabilization, OPEB, and others would be no action, except for the housing production plan, which would remain funded due to its low cost and ongoing progress. Article 23 had already been withdrawn. **Motion made by Mr. Alves** to recommend to take no action on the following Town Meeting Warrant Articles: Article #'s 12, 15, 16, 18, 19, 20, 21 and an amendment to 14 reducing it to \$100,000. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to discuss and possibly approve Select Board liaison positions.

Mr. Silva said the WMDC, which he serves on, was not listed. Mr. Strange said he believed that was an official seat. Mr. Silva added that when he went to be sworn in, the clerk had the same WMDC appointment listed for both him and Mr. Rosenblum, and he believed Mr. Rosenblum's was sent in incorrectly because he was actually on the Westover Advisory Committee. Mr. Strange clarified that the Westover Advisory Commission is different. He said these items were all liaisons, and noted that Anthony and previously James were on Capital. He said he would have Amy add it. Mr. Alves suggested that going forward it may be cleaner to have a liaison list and an appointment list. **Motion made by Mr. Alves** to accept the liaison list as presented in the packet. **Mr. Gennette second. All in favor. Motion passed 5-0.**

NEW BUSINESS

Board to approve and sign minutes from meeting of April 7, 2026. **Motion made by Mr. Gennette** to approve and sign minutes from meeting of April 7, 2026, with all members present. **Mr. Alves second. All in favor. Motion passed 5-0.**

Board to approve and sign minutes from meeting of April 14, 2026. **Motion made by Mr. Gennette** to approve and sign minutes from meeting of April 14, 2026, with all members present. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to approve and sign two (2) one-day permits for Cottage Melts Sip & Shop to be held on Saturday, May 9, 2026, from 10:00 a.m. – 4:00 p.m. and Saturday, June 20, 2026, from 10:00 a.m. – 4:00 p.m. **Motion made by Mr. Gennette** to approve and sign two (2) one-day permits for Cottage Melts Sip & Shop to be held on Saturday, May 9, 2026, from 10:00 a.m. – 4:00 p.m. and Saturday, June 20, 2026, from 10:00 a.m. – 4:00 p.m. **Mr. Alves second. All in favor. Motion passed 5-0.**

Board to approve and sign five (5) one day permits for Our Lady of Fatima Parish Festa to be held Thursday, September 3 through Monday, September 7, 2026. Fees to be possibly waived. **Motion made by Mr. Gennette** to approve and sign five (5) one day permits for Our Lady of Fatima Parish Festa to be held Thursday, September 3 through Monday, September 7, 2026. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to recognize May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month. Mr. Rosenblum read the proclamation: Town of Ludlow, Massachusetts, Office of the Select Board, Amyotrophic Lateral Sclerosis Awareness Month, WHEREAS, amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and WHEREAS, thousands of new amyotrophic lateral sclerosis (ALS) cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS; and WHEREAS, on average patients diagnosed with ALS survive only two to five years from the time of diagnosis; and WHEREAS, the exact causes of ALS are unknown and there is no known cure for ALS; and WHEREAS, people who have served in the
May 5, 2026

military are more likely to develop ALS and die from the diseases than those with no history of military service; and WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and WHEREAS, clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and WHEREAS the ALS Association is the largest philanthropic funder of ALS research globally and has committed more than \$154 million to support more than 550 projects across the United States and 18 other countries; and WHEREAS, the ALS Association is committed to make ALS livable and cure it for everyone, everywhere; and WHEREAS, Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease; Now, therefore, I, Select Board Chairman William Rosenblum, do hereby proclaim the month of May 2026 as ALS Awareness Month. I call upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

Board to approve and sign Extension to Operation, Maintenance & Management Services Agreement between Veolia and Town of Ludlow dated January 1, 2026. **Motion made by Mr. Silva** to approve and sign Extension to Operation, Maintenance & Management Services Agreement between Veolia and Town of Ludlow dated January 1, 2026. **Mr. Alves second. All in favor. Motion passed 5-0.**

Board to approve order for four (4) new streetlights on existing poles on Lawton Street and Szlosek Road.

Mr. Alves said there's no hearing for this because the poles exist. They're either adding or replacing street lights to a pole that already exists. **Motion made by Mr. Alves** to approve order for four (4) new streetlights on existing poles on Lawton Street and Szlosek Road. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to approve and sign the contract between the Town of Ludlow (DPW) and Dennis K. Bruke, Inc. for FY27 Gas Agreement.

The Board discussed whether to lock in pricing for unleaded gasoline and diesel fuel for fiscal year 2027. Given current instability in the Middle East and elevated fuel prices, the question was how much of the Town's expected fuel use should be fixed under contract. An initial recommendation of locking in 80 percent, consistent with common municipal practice, had been circulated. Mr. Gennette explained that the Town can secure a fixed price for approximately a year based on an estimated annual fuel usage. Locking in 80 percent would provide budget predictability while leaving 20 percent available for spot pricing if market prices decline. Several members raised concerns about committing to a high percentage at a time when fuel prices appear near historic highs. Mr. Alves sought clarification about whether the Town is committing to a specific volume or purchasing fuel as needed, and Mr. Gennette confirmed that the Town estimates its annual usage and commits to that percentage at today's price.

Board members questioned whether it is prudent to lock in such a large portion given current market conditions. Discussion covered risks, potential shortages, and the value of ensuring availability. Mr. Sanches asked for last year's fuel purchase amounts and when last year's futures were locked in. He also noted that the Town's fuel broker, Paul W. Schroeder of LPVEC, recently advised communities that this may not be a good time to lock in due to unusually high prices and volatility. His guidance suggested monitoring the market through October 31, as future prices could shift depending on global events. Mr. Strange confirmed that Schroeder is the Town's fuel broker and that additional information can be obtained regarding last year's purchasing timeline and volumes. The Board indicated interest in waiting as long as practical before making a decision. **Motion made by Mr. Gennette** to table. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to discuss and possibly vote to appropriate Building Infrastructure funds for carpeting in Town Hall.

Mr. Strange reported that the new Treasurer/Collector has identified security concerns with the office's current location on the first floor and has requested to move the office back to its previous second-floor space. The Accounting office would return to its original location

as well. Before any move takes place, the plan is to replace the carpeting in both the current Accounting office and the space that would become the new Accounting office. The quoted price includes removing and reinstalling the furniture.

Board members discussed the rationale for the move. Mr. Gennette asked for clarification on the security issue, and Mr. Strange explained that the concern relates to the office's proximity to an exit. Mr. Gennette noted that the front doors are unlocked and questioned whether the second-floor location provides additional security, though it is farther from the parking lot. Mr. Alves asked whether the exterior door could be designated as an emergency exit only. Mr. Strange added that the Treasurer/Collector wants her staff consolidated, as they are currently split between two floors.

Board members reviewed the history of the office locations. Mr. Strange explained that the Treasurer and Collector positions were merged, and their staff had been moved to the first floor to reduce foot traffic in the HR area and to make bill payment easier for seniors, especially when the elevator had been unreliable. Mr. Alves asked if the carpeting replacement was necessary or mainly convenient due to the proposed move, and Mr. Strange said all of the carpets are due for replacement.

Questions arose about the fund balance available for carpeting and whether the project required bidding. Mr. Strange said the project could be considered as two separate carpet replacements, giving the Board flexibility to approve them individually.

Board members expressed differing views about the proposed move. Mr. Gennette supported addressing the Treasurer's security concerns but favored keeping the office on the first floor for senior accessibility, especially given past elevator issues. He suggested exploring alternate security improvements rather than relocating the office. Mr. Rosenblum questioned whether deciding office locations is within the Board's purview but emphasized retaining employees and supporting staff preferences. Mr. Silva supported proceeding with the move if it improves comfort and security for the Treasurer/Collector and noted that using the elevator is reasonable when it is functioning properly. Mr. Sanches agreed with Mr. Gennette's concerns about accessibility.

The Board also discussed whether they should first allow the department heads to finalize a plan for office locations before voting on carpet funding, as approval of carpeting would depend on whether the move proceeds. **Motion made by Mr. Silva** to approve the carpeting quote for the accounting area for \$6,150. **Mr. Alves second. Motion passed 3-2. Motion made by Mr. Silva** to approve \$7,200 for the old accounting area carpeting. **Mr. Alves second. Motion passed 3-2.** Mr. Sanches asked, can we request to get a balance in that account? Mr. Strange said yes.

Board to approve and sign Union Contract for Police Patrol & Supervisors. **Motion made by Mr. Silva** to approve and sign Union Contract for Police Patrol & Supervisors. **Mr. Gennette second. All in favor. Motion passed 5-0.**

Board to approve and authorize e-signatures of the Memorandum of Agreement for Entry Level Local Register Appointments for the Police Department. **Motion made by Mr. Gennette** to approve and authorize e-signatures of the Memorandum of Agreement for Entry Level Local Register Appointments for the Police Department. **Mr. Silva second. All in favor. Motion passed 5-0.**

Board to approve and sign agreement between the Town of Ludlow and Springfield Water & Sewer Commission for Wastewater Services.

Mr. Gennette asked to have legal take a look at this contract just to make sure that everything copacetic. Mr. Sanches asked about the terms. **Motion made by Mr. Gennette** to table. **Mr. Alves second. All in favor. Motion passed 5-0.**

Board to discuss and possibly approve creating a Public Safety Building Planning Committee.

Mr. Rosenblum noted that, with the article for the Safety Complex withdrawn, it may be an appropriate time to establish a long-term planning committee for public safety facilities. He explained that the Fire Chief plans to install mini-splits, develop a maintenance plan, and

perform some cleaning at the existing building, which should keep conditions stable for now. However, given the age of the building and the likelihood that major renovation or relocation may be needed within the next 10 to 15 years, he said a planning committee should begin examining long-term options. The Chief suggested including more than one representative from the Fire Department, since the planning process could extend beyond his tenure. Mr. Rosenblum emphasized the value of having both police and fire personnel involved to ensure the committee understands operational needs.

Mr. Gennette agreed, noting that the building dates to the 1970s and that past estimates showed that most renovation costs stem from bringing the building up to current code. He said the building no longer meets the needs of the Police and Fire Departments, both of which are serving a growing community. He believes the Fire Department may wish to remain centrally located, but the Police Department may need a facility closer to downtown. He recommended forming a temporary Public Safety Building Planning Committee immediately, which could later formalize its structure and present membership recommendations to the Board. He stressed the importance of long-term planning to determine potential locations, costs, grant opportunities, and design considerations. He also cited recent examples of insufficient planning in other town projects and said that better preparation is essential for major capital decisions. He added that if the Town had proceeded with a \$6.8 million HVAC proposal for the current building, he would have insisted on an oversight committee due to the high cost for such an old structure. Mr. Sanches supported the idea and requested a formal written charge for the committee, defined membership, and quarterly reporting to the Select Board. **Motion made by Mr. Gennette to table until the Town Administrator can draft a charge & charter. Mr. Alves second. All in favor. Motion passed 5-0.**

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.

Mr. Sanches reported that the Cleanup Ludlow event held on Saturday was very successful. He thanked Linda Collette for organizing the civic groups and all the volunteers who participated. He noted that the DPW and the various civic groups did an excellent job. The Ludlow Rotary Club cleaned the Riverwalk area, where volunteers collected several items including tires, six bags of trash, and a filing cabinet. He also recognized the efforts of the Harris Brook group and all participants, expressing appreciation for their work.

CLOSING COMMENTS

Mr. Gennette thanked everyone who attended the pre-Town Meeting, noting that while he wished more residents had participated, those who did found the information helpful and expressed that they enjoyed the session.

Mr. Sanches acknowledged that the meeting was challenging, particularly regarding the free cash issues, but emphasized that addressing difficult matters with transparency and accountability is essential for maintaining public trust. He expressed appreciation that the Board had worked through the discussion openly.

Mr. Rosenblum noted that despite the unexpected shortfall in free cash, the Board was able to bridge the gap without affecting jobs or essential services. He emphasized the importance of improving real estate tax collections, which historically ranged from \$500,000 to \$800,000 in receivables; returning to that level could restore an additional \$1.5 to \$2 million in free cash. He also remarked that, although taxes are high everywhere, Ludlow remains in a stronger position than many surrounding communities facing overrides. He cautioned that the next few years will still be challenging, particularly with anticipated insurance increases of 8 to 12 percent, but thanked the Board for working through the issues and expressed confidence that they will continue to find solutions.

Mr. Silva reminded residents that Town Meeting will be held on May 11 and encouraged everyone to attend. He noted that even non-voting members can benefit from hearing the discussions, as Town Meeting is where questions about how funds are allocated are fully addressed. He urged anyone interested in understanding town finances and decisions to participate.

Mr. Alves reflected on the evening's budget discussion, noting that although many viewpoints were shared, the Board reached a constructive outcome. He emphasized that the town is able to make progress on needed projects without drawing down savings, and while no additional funds are being set aside this year, the town remains well within recommended reserve ranges. He highlighted the importance of timely free cash certification to avoid large swings and last-minute decisions in the future. He added that several facility improvements long overdue will now move forward. Mr. Alves also recognized two residents recently featured in the news: Corinne Ryan, named to Business West's 40 Under 40, and Carla Alves, who received the Rotary's Service Above Self Award.

Motion made by Mr. Gennette to close the meeting at 8:37 P.M. Mr. Alves second. All in favor. Motion passed 5-0.

_____ Chairman

Ludlow Select Board

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

TOWN OF LUDLOW¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE:

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

System4 S.N.E.

["Contractor"]

Deanna Fontaine-Motyl

[Contact Name for Responsible Person]

60 Romano Vineyard Way #101

North Kingstown, RI 02852

[Address of the Contractor]

(860) 469-8175

[Telephone Number]

deanna@system4ips.com

[Email Address]

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

Cleaning services for FY2027, six times per week, at the Hubbard Memorial Library, as more fully set forth in the Contractor's Proposal, attached as **Exhibit A**, provided that where the terms of this Contract and Exhibit A conflict, the terms of this Contract shall control.

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

\$2,199.00 per month for services rendered, for a total Contract price of \$26,388.00.

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 Fees and Reimbursable Costs combined shall not exceed **\$26,388.00**, as more fully set forth in the Contract Documents.
- 3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any

¹ Contract Short Form -- Services (\$25,000.00 or less)

surcharge or premium on top of the direct out of pocket expenses, if any. The Contractor shall be responsible for paying all other taxes and tariffs of any sort related to the Work.

- 3.4 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. Definitions:

- 4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. 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.
- 4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 4.3 Work: The services or materials contracted for, or both.

5. 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, 2027**, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. 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.

7. 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 prior to commencement of the Services, and shall be maintained throughout the duration of the Contract.

8. Termination and Default:

- 8.1 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.
- 8.2 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.

8.3 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.

9. 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.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Services provided pursuant to this Contract.

11. Conflict of Interest:

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

12. 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 Massachusetts General Laws (Requirement of Tax Compliance by All Contractors

Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision), in the form attached as **Exhibit B**.

13. 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. 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.

14. 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.

15. 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.

16. Corporate Contractor:

If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation, in substantially the same form as the attached **Exhibit C**. 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.

17. Minimum Wage/Prevailing Wage:

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.

18. 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.

19. 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. 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. 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, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

Failure to provide and continue in force the following 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.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon cancellation or modification of the policy. All Certificates of Insurance shall be attached hereto as **Exhibit D** and issued 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.

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

20.1 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.

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.

20.2 Professional Liability Insurance

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

20.3 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) All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates

of Insurance shall be on the "MIA" 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.

- (d) 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.

21. 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.

22. Payment

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 electronic 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:

M.A.J. 5-5-26
Date

Certified as to Form:

Town Counsel Date



60 Romano Vineyard Way #101
North Kingstown, RI 02852
(401) 615-7043

Commercial cleaning
proposal prepared
exclusively for:

Hubbard Memorial Library
24 Center St,
Ludlow, Massachusetts 01056

Town of Ludlow, Hubbard Memorial Library - 6x per week

Prepared by:
Deanna Fontaine-Motyl
Sales and Operations Manager
deanna@system4ips.com
(860)469-8175



Our Business is Cleaning Your Business

Dear Melissa,

Below are the pricing and work schedule for the services we discussed. The work schedule should address the needs of your facility as outlined in our meeting. If there are any tasks you would like added or modified please let me know and I will be happy to make the changes to the work schedule.

We strive to price our accounts fairly, providing enough time for the cleaner to complete the tasks and not rush through the job. Over 16 years of experience we have seen that inadequate service is usually the result of the cleaners moving too quickly through the facility and skipping detail work. Rushing through a job, is usually the result of having too many tasks to complete in the time that the job is priced to accommodate.

Prior to starting service we conduct a walk-through with our cleaners, providing them the opportunity to see the facility and acknowledge that the price of the job is adequate for the tasks outlined in the work schedule.

We believe that partnership and communication are the cornerstone to successful facility services management.

The advantages of the System4IPS partnership:

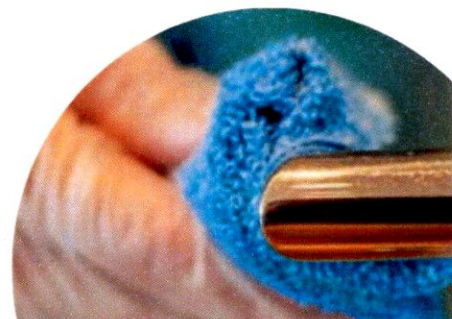
- A dedicated Customer Service Manager will meet with you & provide quality assurance checks to ensure your satisfaction
- Periodic on-site inspections as well as phone check-ins
- Single point of contact for multiple facility services makes communication easy
- System4IPS' service provider network can save you time and money sourcing providers for all your facility service needs
- No long-term service agreements - You have the ability to modify services at your discretion

Signing the agreement is all you need to do if everything looks good so far. Upon receiving your signature, I will be notified and will contact you to arrange a walk-through with our cleaners and a start date.

Thank you for your interest in System4IPS Facility Services. If you have any questions regarding the proposal you can reach me at the number or e-mail address below. We look forward to being your facility service provider.

Sincerely,

Deanna Fontaine-Motyl
Sales and Operations Manager
(860)469-8175
deanna@system4ips.com



Summary Work Schedule

ALL AREA SERVICES

	Frequency
Spot wipe obvious marks and soiled areas	As Needed
Damp wipe all tables located on 2nd floor including meeting rooms	6 x per week
Damp wipe where needed - coffee rings, smudges without disturbing papers or books	6 x per week
Elevator- clean interior and exterior doors	6 x per week
Empty all trash and replace liner as needed	6 x per week
Lightly dust shelves and computers without disturbance	6 x per week
Stairwell - Dust or damp mop, or vacuum as needed	6 x per week
Clean and disinfect water fountains and/or water coolers	1 x per week
Dust sills & ledges	1 x per week
Remove dust/dirt from base molding, corners, chair rails	1 x per week
Remove all cobwebs	1 x per month
Book cases are excluded	No Service

B. Public Areas

Open Area Hard Floor	Frequency
Damp mop	6 x per week
Sweep or dust mop	6 x per week
Open Area Carpet	Frequency
Spot clean carpet stain if smaller than silver dollar	As Needed
Vacuum high traffic carpeted areas	6 x per week
Vacuum edges corners and non high traffic carpeted areas	1 x per week

C. Staff Areas

General Offices	Frequency
Clean and disinfect all phones	1 x per week
Clean desks and tables if area cleared and items are stacked to side	1 x per week
Dust all horizontal surfaces	1 x per week
Dust picture frames and plaques	1 x per week

D. Restrooms (5)

Restrooms	Frequency
Spot clean walls	As Needed

Restrooms**Frequency**

Clean and disinfect all counter tops, sinks, toilets

6 x per week

Clean and polish dispensers, fixtures and mirrors

6 x per week

Restock paper and soap products

6 x per week

Wash floors and baseboards

6 x per week

E. Kitchen Areas (2)**Kitchen****Frequency**

Clean and disinfect sinks

6 x per week

Clean and sanitize countertops

6 x per week

Clean and sanitize microwave oven

6 x per week

Restock paper and soap products

6 x per week



Town of Ludlow, Hubbard Memorial Library - 6x per week

Hubbard Memorial Library
24 Center St,
Ludlow Massachusetts 01056

Quote created: 03 / 10 / 2026
Quote expires: 05 / 14 / 2026
Created by: Deanna Fontaine-Motyl

Melissa, your monthly cost for janitorial services is shown below in the Recurring Service section.

Recurring Service	Price/Month	Subtotal
Recurring Service - 6 x Week	\$2,199.00	\$2,199.00

Payment Method (CHOOSE ONE)	Price	Processing Fee
<u>SELECT payment method by clicking on one of the radio buttons below</u>		
<input type="radio"/> <u>Payment via debit/credit card</u>	\$2,199.00	2.90
<input type="radio"/> <u>Payment via check</u>	\$2,199.00	1.00
<input checked="" type="radio"/> <u>Payment via ACH</u>	\$2,199.00	0.00%

Total per Month
(inc taxes & processing fees if applicable) **\$2,199.00**

Keep your facility in tip-top shape. Floors need care!

It will be noticed and appreciated by your customers and employees.



Listed below are additional On-Demand Services available from System4 IPS. If you wish to use any On-Demand Services at the time of your scheduled service, please let your Account Manager know and he or she will make the appropriate arrangements. On-Demand Services will be invoiced after the service has been completed.

On Demand Services	Price per Sq Ft
Carpet Cleaning	\$0.40
Buff/Burnish Flooring (vinyl)	\$0.07
Scrub & Recoat (vinyl)	\$0.45
Strip & Wax (vinyl)	\$0.53
Machine Scrub (ceramic or other hard floor)	\$0.30

Acceptance:

Deanna Fontaine-Motyl

03 / 09 / 2026

Melissa Rickson
Library Director
mrickson@cw mars.org

Deanna Fontaine-Motyl
Sales and Operations Manager
deanna@system4ips.com



Standard Recurring Service Payment Terms NET 10

A) Customer accepts the attached Work Schedule and Services Agreement which is guaranteed for one year ~~and which will automatically renew unless modified, in writing, by either party.~~

B) Cleaning services will be performed by a Service Provider. ~~The customer agrees to not employ the Service Provider or its employees for 180 days after termination of this agreement.~~

C) This service agreement may be terminated by either party for anything other than non-performance with sixty (60) days notice. It may be terminated by either party for non-performance with notice and cure procedures in 30 days as follows. The terminating party must give the non-performing party written notice specifying in detail the nature of the defect in performance. The non-performing party shall have 5 days to cure the defect to the reasonable satisfaction of the notifying party. If satisfaction is not achieved at the end of the five (5) day period, the notifying party shall notify the non-performing party, in writing, of failure to cure. The agreement shall terminate thirty (30) days from the original date of the complaint.

D) System4IPS will bill the Customer on the 1st of every month with terms of net 10 days. Payment may be made via credit card or ACH. The pricing for the monthly charge takes into consideration all recognized holidays and any monthly variations in the number of service days. Therefore there are no adjustments for those monthly variations.

E) ~~In the event of an increase in the federal, state, or local minimum wage or any other factor beyond System4IPS's control, Parties agree to renegotiate the rates of this Agreement upon receipt of written notice of the increased costs. If the Parties are unable to agree upon a price increase within thirty (30) days after notification, System4IPS may terminate this Agreement.~~

F) If Customer elects to utilize a 3rd party to facilitate invoicing/payments any fees associated with said 3rd party will be the responsibility of the Customer and added to the Recurring Service Invoice

G) System4IPS will supply cleaning supplies and equipment. All liners and other paper supplies/toiletries will be provided by the Customer.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
DiBro Holdings, Inc	
2 Business name/disregarded entity name, if different from above.	
System4 SNE/System4 IPS	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, this box if you have any foreign partners, owners, or beneficiaries. See instructions and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
60 Romano Vineyard Way #101	
6 City, state, and ZIP code	
North Kingstown, RI 02852	
7 List account number(s) here (optional)	

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

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

ITD-[D-1 	Social security number
or	Employer identification number
20-2819139	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date **11/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates LLC 2111 N Franklin Drive Suite 100 Washington PA 15301	<input type="checkbox"/> Policy World Certificate Team <input type="checkbox"/> FAX No:
	<input type="checkbox"/> Email: proofs@worldinsurance.com
INSURED DiBro Holdings, Inc. dba System4 of Southern New England 60 Romano Vineyard Way, #101 North Kingstown RI 02852	INSURER(A) AFFORDING COVERAGE INSURER A: Western Surety Company NAIC# 13188
	INSURER B: West American Insurance Company NAIC# 44393
	INSURER C: Ohio Casualty Insurance Company NAIC# 24074
	INSURER D: The Beacon Mutual Insurance Company NAIC# 24017
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1297368041

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	APPL	SUBR	POLICY NUMBER	1.00%	POLICY EXP (MM/00/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 1 CLAIMS-MADE 0 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY PROJECT DLOC OTHER:	y	y	BKW59538407	6/1/2025	6/1/2026	EACH OCCURRENCE	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	y	y	BA059538407	6/1/2025	6/1/2026	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							RAMAGE	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE RETENTIONS \$ 100,000		y	US059538407	6/1/2025	6/1/2026	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0000097520	9/28/2025	9/28/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Third Party Theft			70111369	6/1/2025	6/1/2026	Limit	50,000

DESCRIPTION OF OPERATIONS/ LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured with respects General Liability on a primary and non-contributory basis and Automobile Liability when required by System4 billed contracts. Participating franchisees are covered for General Liability, and Bond, General Liability, Automobile Liability, and Umbrella Liability waiver of subrogation applies when required by contract. Umbrella policy to follow form over the General Liability, and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

System 4 IPS
 60 Romano Vineyard Highway #101
 North Kingstown RI 02852

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit B
CONTRACTOR CERTIFICATIONS

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



Fire Protection Specialists

22 Canterbury Street • Worcester, MA 01610
Tel: (508) 753-0015 • Fax: (508) 753-5629
www.cogswellsprinkler.com

Page 1 of 3

13 May 2026

Attn: Dave Ritchie

RE: Town of Ludlow-63 Chestnut St. (Pipe repair in attic)

Dear Dave:

For furnishing labor and material to repair broken sprinkler piping at the above referenced location, we are pleased to quote a **Price of: Two Thousand Four Hundred Seventy Three Dollars (\$2,473.00)**

Estimated cost for scope of work to include:

- Replace the 2 broken tee's in the attic
- Pump System up with air and survey for more leaks

Not included in scope of work:

- Any repair of broken sprinkler pipe or fittings other than the 2 known broken tee's in the attic

Providing access, or escorting, if required, to fire sprinkler rooms or fire alarm control panels should any municipal FD inspector require that an inspection of fire protection systems be conducted.

Pricing includes work during regular business hours Monday thru Friday 700am to 330pm, non holiday, without exceptions for delayed access to work site.

All new labor for this installation will be guaranteed for one (1) year from the date the installation is placed in service with the following exceptions. All materials and parts are subject to manufacturers warranty period. Leak repair on systems containing anti-freeze solutions have a thirty (30) day warranty period. Back flow preventer repairs have a thirty (30) day warranty period to cover leaks at relief valve or BFP testing. Defective materials are subject to manufacturers policy on defective parts.



Fire Protection Specialists

22 Canterbury Street • Worcester, MA 01610

Tel: (508) 753-0015 • Fax: (508) 753-5629

www.cogswellsprinkler.com

Page 2 of 3

SUBCONTRACTOR SERVICES: Subcontractor services can be provided on request and are subject to a markup of subcontractor invoice of x 1.30

*Does not include any costs for annual, semi-annual, quarterly or other NFPA 25 Testing and Inspection unless specifically included in scope of work.

Cogswell Sprinkler Co Inc cannot and is not responsible to provide revised reports of testing and inspection stemming from testing and inspections conducted by other contractors.

Does not include costs for lift means beyond that of 12-0 step ladder unless noted as being included in scope of work, fire watch or police department detail fees, special permit or design work if required, patching, painting or other, or costs for work outside of the scope of work of this proposal or delays beyond our control.

Maintenance of all reports, invoices, or other admin items is the sole responsibility of the owner/manager. Cogswell Sprinkler Co Inc implies no promise or obligation to re issue reports, invoices or other.

Fire alarm panel enabling, disabling and management is the responsibility of the owner/manager unless provisions are made in advance for Cogswell Sprinkler Co Inc to provide an alarms contractor for that work.

PLEASE NOTE THAT COGSWELL SPRINKLER CO CANNOT ACT AS YOUR IMPAIRMENT COORDINATOR, IF IMPAIRMENT COORDINATION IS REQUIRED BY THE FD OR OTHERS. PROCESSING ALL IMPAIRMENT PLANS, CONTRUCTION CONTROL DOCS, AND SIMILAR IS THE RESPONSIBILTY OF THE OWNER/MANAGER.

Scheduling deficiency correction work: All service order requests must be accompanied by the attached acceptance form being signed and returned, or a Purchase Order Number. We regret that we cannot activate and schedule service orders without a signed acceptance form or PO number.

This estimate expires in thirty (30) days from date issued. This quote is a good faith estimate and not a legally binding contract.



Fire Protection Specialists

22 Canterbury Street • Worcester, MA 01610
Tel: (508) 753-0015 • Fax: (508) 753-5629
www.cogswellsprinkler.com

Thank you very much for the opportunity to assist with providing life safety compliance with the NFPA 25 standard at this location.

Authorized Signature:

Date:

Print Name:

PO#:

Thank you,
Dan



Dan Engelhardt | Service Dept. PM

Cogswell Sprinkler Co., Inc.

C: 774-329-3710 | O: 508-753-0015 x232 | F: 508-753-5629

22 canterbury street | worcester ma | 01610

[Cogswell](#) | [Facebook](#) | [LinkedIn](#)

[Davis-Ulmer Family of Companies](#)

NFPA Annual Fire Alarm Inspections now scheduling – [book today](#)

Amy Kurtz

From: Marc Strange
Sent: Wednesday, May 13, 2026 9:41 AM
To: Amy Kurtz
Cc: LFDC1; Dave Ritchie
Subject: Fw: EXTERNAL:Town of Ludlow-63 Chestnut St. (Pipe repair in attic) estimate 2
Attachments: Town of Ludlow-63 Chestnut St. (Pipe repair in attic) estimate 2.doc

Can we please add this to the 5/19 agenda?

Board to discuss and possibly vote to authorize \$2,473 in Building Infrastructure funds to repair sprinkler system at 63 Chestnut Street

Marc A. Strange

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

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

From: Dave Ritchie <dritchie@ludlow.ma.us>
Sent: Wednesday, May 13, 2026 8:24 AM
To: Marc Strange <mstrange@Ludlow.ma.us>
Cc: Carrie Ribeiro <cribeiro@ludlow.ma.us>; LFDC1 <LFDC1@Ludlow.ma.us>
Subject: FW: EXTERNAL:Town of Ludlow-63 Chestnut St. (Pipe repair in attic) estimate 2

Just wanted to give you a heads up for repairs at 63 Windsor.
After the six-inch pipe that burst was fixed, they tried to charge the system, but it would not build pressure. They found another cracked pipe in the attack. Last week they tried to repair the pipe, and the top of the pipe was compromised and broke off almost hitting the technician.
This is a new estimate for the repair to now replace the pipe. It is very dangerous to do any work in that attack. There is no flooring where they have to work. They will have to put down plywood so a ladder can be used. Just letting you know. The cost is starting to add up, but it has to be done to keep the fire system going.
Thanks

From: Daniel Engelhardt <Dan.Engelhardt@cogswellsprinkler.us>
Sent: Tuesday, May 12, 2026 12:25 PM
To: Dave Ritchie <dritchie@ludlow.ma.us>
Subject: EXTERNAL:Town of Ludlow-63 Chestnut St. (Pipe repair in attic) estimate 2

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.

Hey Dave,

Here is the estimate for the repair of the 2 tee's in the attic.

Thanks,



Dan Engelhardt | Service Dept. PM

Cogswell Sprinkler Co., Inc.

C: 774-329-3710 | **O:** 508-753-0015 x232 | **F:** 508-753-5629

22 canterbury street | worcester ma | 01610

[Cogswell](#) | [Facebook](#) | [LinkedIn](#)

[Davis-Ulmer Family of Companies](#)

NFPA Annual Fire Alarm Inspections now scheduling – [book today](#)

FINANCIAL POLICY MANUAL | TOWN OF LUDLOW

A COMMUNITY COMPACT CABINET INITIATIVE

JUNE 2019



DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Effective July 2, 2019

PREPARED BY:

DLS | Technical Assistance Bureau

100 Cambridge Street, Boston, MA 02114

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Effective July 2, 2019



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Christopher C. Harding
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

June 10, 2019

Board of Selectmen
Town of Ludlow
304 Main St. (Rte. 116)
Ludlow, MA 01070

Dear Board Members,

I am pleased to present the enclosed set of financial policies for the Town of Ludlow as part of the Baker-Polito Administration's Community Compact Cabinet initiative. This collaborative program strives to create clear mutual standards, expectations, and accountability for both the state and municipalities. It is my hope that our guidance provides direction and serves as a resource for local officials as we build better government for our citizens.

If you have any questions regarding the report, please contact Zack Blake, Technical Assistance Bureau Chief, at (617) 626-2358 or blakez@dor.state.ma.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean R. Cronin".

Sean R. Cronin
Senior Deputy Commissioner

Supporting a Commonwealth of Communities
mass.gov/DLS | P.O. Box 9569 Boston, MA 02114-9569 | (617) 626-2300

INTRODUCTION

At the board of selectmen's request, the Division of Local Services Technical Assistance Bureau (TAB) created a financial policy manual for the Town of Ludlow. This project was a result of the Community Compact Cabinet initiative (www.mass.gov/ccc), whose goal is to encourage best practices in municipal government efficiency, accountability, and transparency

Among the policies in the manual are some that incorporate certain provisions for local leaders to make decisions on. An example taken from the Debt Management policy is: "The Town will attempt to maintain a long-term debt schedule such that at least [50] percent of outstanding principal will be paid within 10 years." In each case, the draft policy has brackets around the decision point with the word(s) in the brackets representing TAB's suggestion based on researched best practices. In these cases, local officials should finalize the decisions and remove the brackets prior to adopting the policies. In addition, there are also some policies that make reference to currently contracted service providers (such as Munis), and these should be updated whenever the town changes vendors. We encourage the select board, finance committee, and school committee to review each of these policies with the administration prior to formal adoption. Once any given policy is adopted, Ludlow's local officials should consider it a living document to be periodically reassessed and modified when conditions change.

Please note that specific town meeting action will be required before Ludlow may adopt the Tax Enforcement policy as it is presented here. This is because it refers to tax title payment agreements, which require a bylaw for implementation per [M.G.L. c. 60, § 62A](#). The following may serve as a template:

Article XX: Payment Agreements for Properties in Tax Title

- XX.1.1 Pursuant to the provisions of M.G.L. c. 60, sec. 62A, the Treasurer will pursue and establish a written payment agreement with any person(s) entitled to redeem ownership of parcels taken by the Town for nonpayment of real estate taxes ("redeemer").
- XX.1.2 Tax title categories eligible for payment agreements include [*specify criteria here, based on amount owed, assessed property value, length of delinquency, and/or any other criteria*].
- XX.1.3 At the start of the agreement, the redeemer shall pay 25 percent of the total amount due.
- XX.1.4 The agreement's maximum term shall be five years.
- XX.1.5 Full compliance with agreement terms will result in a waiver of [*local decision: choose a percentage up to 50%*] of the tax title account's accrued interest.

**TOWN OF LUDLOW
MASSACHUSETTS**

FINANCIAL POLICIES
MANUAL



PREFACE

The Town of Ludlow is committed to safeguarding public funds, protecting local assets, and complying with financial standards and regulations. To that end, this financial policies manual provides guidance for local planning and decision making. The policies as a whole are intended to outline objectives, provide direction, and define authority to help ensure sound fiscal stewardship and management practices. Each should be periodically reviewed and updated as necessary.

With these policies, the Town of Ludlow, through its Board of Selectmen, Finance Committee, School Committee, and employees, commits to the following objectives:

- Sustaining a consistent level of service and value for residents and businesses
- Safeguarding financial integrity and minimizing risk through a system of internal controls
- Ensuring the quality and maintenance of capital assets
- Conforming to general law, uniform professional standards, and municipal best practices
- Protecting and enhancing the town's credit rating
- Promoting transparency, communication, and public disclosure
- Assuring accurate and timely reporting

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AMBULANCE RECEIVABLES

PURPOSE

To mitigate potential liabilities from uncollected accounts associated with Town provided ambulance-related emergency medical services (EMS), this policy establishes guidelines for managing ambulance receivables.

APPLICABILITY

This policy applies to the Fire Chief in managing the Town's ambulance billing contract. It also applies the Town Administrator's and Treasurer's job duties related to ambulance accounts receivable. Furthermore, all persons transported by the Town's ambulances ("patients") and any associated third-party providers are subject to the provisions of this policy.

POLICY

Through a service contract with Comstar Ambulance Billing, the Town will uniformly assess EMS charges to all patients who have been provided ambulance transportation, regardless of whether they have third-party health coverage. The Town will pursue all reasonable measures to collect these charges except when financial hardship waivers are warranted.

A. Charges and Billing

Fire department staff will transmit each ambulance transport's service details and patient identification information to Comstar within 24 hours of the transport. Using rates published by the Centers for Medicare and Medicaid Services (CMS), Comstar will assign values to the services detailed in each transport notification to create the ambulance accounts receivable control. To remain consistent with the industry, Comstar will notify the Fire Chief of any CMS rate changes and recommend corresponding changes to rates under the Town's contract. The Fire Chief will discuss proposed rate changes with the Town Administrator as part of the annual budget process.

When third-party health care information is available, Comstar will transmit electronic bills to the identified providers. Comstar will mail bills directly to patients whenever third-party information is unavailable or a balance remains after providers have paid their portions of the bills.

B. Collection and Enforcement

Comstar will deposit all payments received into a bank account opened for that purpose and controlled by the Treasurer/Collector. Any Town employee who receives an ambulance payment will turn it over to the Treasurer for forwarding to Comstar.

If the full payment for any account is not received after the initial bill, Comstar will issue follow-up bills at 30-day intervals but will send no more than three patient bills for any single ambulance run.

Upon receipt of specific, written authorizations from the Town Administrator, Comstar will refer delinquent accounts to credit bureaus and collection agencies (as detailed in Section D below).

On a monthly basis, Comstar will provide the Fire Chief with a full accounting of activities, including the following reports, at minimum: transaction detail and summary, deposits summary, aging details, account write-offs, credit adjustments, and requests for disposition. Upon receipt of these reports,

the Fire Chief will immediately forward copies to the Treasurer and Town Accountant. In accordance with the Town's Reconciliation policy, the Treasurer will review the report as part of the monthly cash reconciliation, and the Town Accountant will complete a monthly reconciliation of ambulance receivables with the general ledger.

C. Review of Receivables

The Treasurer and Fire Chief (or his designee) will meet quarterly to confirm all transports have been billed and are included in the receivables, reconcile deposits and outstanding balances, and review Comstar's request for disposition report. They will subsequently make recommendations to the Town Administrator regarding all potential uncollectible write-offs.

D. Uncollectible Accounts

The Town Administrator will review the Fire Chief's and Treasurer's recommendations, determine and declare the accounts that are uncollectible, and authorize Comstar to write these off its books. All accounts with balances under \$50 will be written off. The Town Administrator will also specify to Comstar the uncollectible write-offs with balances over [\$200] appropriate for collection agency action and credit clouding. None of these write-off determinations constitute debt forgiveness; Comstar will accept and deposit in the ambulance bank account any payments that may be subsequently received for them.

E. Financial Hardship Requests

All written and verbal communications with patients, whether by Comstar employees or Town officials, will include notice that amounts owed may be waived upon demonstration of financial hardship. A patient seeking a hardship waiver must request it in writing to Coastal and submit relevant supporting documents.

As the standard for evaluating the hardship request, Comstar will use the Hill-Burton guideline, which is set at two times the federal poverty level as defined annually by the U.S. Department of Health and Human Services. If Comstar determines the patient's income is below the Hill-Burton level, the company will write the account off its books and forward notice of the determination and copies of the patient's documents to the Fire Chief.

Comstar will forward to the Fire Chief any hardship requests that cannot be approved under the Hill-Burton standard for further evaluation by a committee comprised of the Fire Chief, Town Administrator, and Treasurer. The Fire Chief will notify Comstar of the committee's decision within five days so that Comstar can update its accounts receivable control.

F. Privacy Protection

All information received as a result of this policy, including patients' names, addresses, medical histories, and financial information, is protected and exempt from public record classification. Access to and retention of patient information are subject to compliance with federal and state regulations related to medical, personal, and financial information.

G. Reporting and Audit

The Treasurer will provide the Town Administrator with a quarterly ambulance activity report, including data on collections, aged receivables, and write-offs. The Town Accountant will ensure that an annual, reconciled ambulance receivable balance is included in the Town's year-end financial reports. All ambulance receivable activities are subject to audit by Ludlow's independent auditor.

REFERENCES

[M.G.L. c. 4 § 7, clause twenty-sixth](#)

[M.G.L. c. 40 § 4A](#)

[M.G.L. c. 40 § 5F](#)

[M.G.L. 93H](#)

[940 CMR 27.00](#)

[950 CMR 32.00](#)

[Health Insurance Portability and Accountability Act of 1996](#)

[CMS Ambulance Fee Schedule](#)

US Department Health and Human Services: [Annual Update of the HHS Poverty Guidelines](#)

Town of Ludlow's contract with Comstar Medical Billing, Inc.

Ludlow Reconciliation policy

EFFECTIVE DATE

This policy was adopted on [date].

ANTIFRAUD

PURPOSE

To protect the Town's assets and reputation from misappropriation and abuse, this policy provides guidelines to safeguard against fraudulent activities or any appearance thereof. Policy objectives include:

- To create an environment in which employees and citizens can report any suspicion of fraud
- To communicate the Town's intent to prevent, report, investigate, and disclose to proper authorities suspected fraud, abuse, and similar irregularities
- To provide management with guidelines and responsibilities regarding appropriate actions in conducting investigations of alleged fraud and similar improprieties

APPLICABILITY

This policy pertains to any suspected fraud, abuse, or similar irregularity against the Town. It applies to all elected and appointed Town officials and employees and to any other persons acting on behalf of the Town, such as vendors, contractors, volunteers, casual employees, and grant subrecipients.

POLICY

The Town is committed to protecting its revenue, property, information, and other assets from any attempt, either by members of the public, contractors, consultants, vendors, agents, or its own employees, to gain by deceit, financial or other benefits at the expense of taxpayers. Town officials, employees and other persons acting on behalf of the Town must, at all times, comply with all applicable policies, laws, and regulations. The Town will not condone any violation of law or ethical business practices and will not permit any activity that fails to withstand the closest possible public scrutiny. The Town intends to fully, objectively, and impartially investigate any suspected acts of fraud or other similar irregularities regardless of the position, title, length of service, or relationship with the government of any party who may be the subject of such investigation.

A. Definitions

Any person acting on behalf of the Town shall mean any person responsible for or to Ludlow's government and placed in that position by some official relationship with the Town.

Abuse can occur in financial or nonfinancial settings and refers to, but is not limited to:

- Improper use or misuse of authority
- Improper use or misuse of Town property, equipment, materials, records, or other resources
- Waste of public funds

Fraud or other irregularity refers but is not limited to:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account
- Forgery or alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Town activities
- Disclosing confidential or proprietary information to outside parties

- Accepting or seeking anything of material value from consultants, contractors, vendors, or persons providing services or materials to the Town
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment
- Any claim for reimbursement of expenses not made for the exclusive benefit of the Town
- Any computer-related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes
- Any omissions and misrepresentations made in bond offering documents, presentations to rating agencies, and annual financial reports

B. Antifraud Responsibilities

Every employee has the responsibility to assist the Town in complying with policies and laws and in reporting violations. The Town encourages the support and cooperation of all employees in meeting the Town's commitment and responsibility to such compliance.

Town officials and department heads are responsible for instituting and maintaining a system of internal controls to reasonably ensure the prevention and detection of fraud, misappropriations, and similar irregularities. Management should be familiar with the types of improprieties that could occur within their areas of responsibility and be alert for any indications of such conduct.

The Town Administrator has primary responsibility for investigating all activity defined in this policy and will, to the extent practical, notify the Board of Selectmen of reported allegations of fraudulent or irregular conduct upon commencing the investigation. In all circumstances where there are reasonable grounds to indicate fraud may have occurred, the Town Administrator, subject to the advice of Town Counsel, will contact the Ludlow Police Department and/or the District Attorney's office. Upon concluding the investigation, the Town Administrator will report results to the Board of Selectmen and others as determined necessary.

C. Disclosure

If the Town's investigation concludes that there was a violation of any federal criminal law involving fraud, bribery or gratuity potentially affecting a federal award, the Town Administrator will disclose such in writing to the federal awarding agency in compliance with the Office of Management and Budget's Omni Circular. Similarly, if there are findings of bond offering information falsification, the Town Administrator will disclose this in writing to the bondholders.

PROCEDURES

The Town Administrator will create a set of procedures to be appended to this policy or incorporated by reference. The procedures should cover all of the following at minimum:

1. Procedure and methods for reporting suspicions of fraud, abuse and other irregularities
2. Assignment of responsibilities in response to reported suspicions
3. Employee protections from retaliation
4. Security of investigation documents
5. Treatment of anonymous allegations and false allegations (intentional and unintentional)
6. Personnel disciplinary actions
7. Responsibilities around media contact
8. Training, education and awareness

9. Disclosure requirements and protocols

REFERENCES

[M.G.L. c. 149 § 185](#)

U.S. Office of Management and Budget, December 2013 [Omni Circular](#)

EFFECTIVE DATE

This policy was adopted on [date]

CAPITAL PLANNING

PURPOSE

To effectively maintain the Town's infrastructure and protect the value of its capital assets, this policy outlines guidance for planning, reviewing, and coordinating capital improvements. Adherence to this policy will help the Town meet its capital needs despite limited resources.

APPLICABILITY

This policy establishes a framework for long-term capital improvements, sets guidelines and expectations for all Town departments in planning for and requesting capital projects, and outlines consensus budgetary goals for the Board of Selectmen, Finance Committee, Capital Improvement Planning Committee (CIPC) and Board of Public Works. It also applies to related job duties of the Town Accountant.

POLICY

The Town will maintain its physical assets by providing funding in the operating budget to protect its capital investments and minimize future maintenance and replacement costs. To provide and preserve the infrastructure needed for achieving the highest levels of public services and quality of life possible within available financial resources, the Town will maintain an annually updated, five-year plan for capital improvements. The Town will emphasize preventive maintenance as a cost-effective approach to capital reinvestment and replace exhausted goods as necessary.

In accordance with the town's bylaws, the CIPC is charged to oversee the Town's capital improvement program. This involves identifying and prioritizing projects, analyzing funding, and creating a long-term financial plan achievable within the Town's budget limitations. The CIPC will be composed of one member each from the Board of Selectmen, Finance Committee, and Planning Board, the Town Administrator, the School Superintendent or designee, and one private citizen. In addition, the Board of Selectmen will appoint one Town employee to serve as an ex officio committee member without voting rights.

A. Definition of a Capital Improvement

A capital improvement is a tangible asset or project estimated to cost over \$20,000 and to have or to extend five or more years of useful life. These include:

- Real property acquisitions and construction
- Long-life capital equipment
- Major renovations of existing capital items that extend their useful lifespans, as distinguished from normal operating expenditures
- Major improvements to physical infrastructure, including streets, sidewalks, sewer systems, and stormwater drains
- Planning, feasibility studies, and designs for potential capital projects
- Items obtained under long-term capital leases
- Bulk purchases of similar items, like software or furniture, with expected useful lifespans of five or more years and aggregated cost exceeding the \$20,000 capital threshold.

B. Capital Asset Inventory

To support a systematic acquisition and replacement schedule, the Town Accountant will maintain and annually update a detailed inventory of all capital assets, which shall include dates built, acquired or last improved, original costs, current conditions, expected and remaining useful lifespans, depreciated values, extent of use, and any scheduled replacement or expansion dates. To do this, the Town Accountant will request an inventory of capital assets from each department head for comparison to the fixed asset listing provided by the town's auditors. The Accountant will then use these submissions to update the capital asset inventory and submit a copy to the CIPC, Board of Selectmen, and Town Administrator.

C. Evaluation of Annual Capital Project Requests

The CIPC will solicit capital project requests from all department heads as part of the annual budget process, and department heads will submit their detailed request forms to the CIPC.

The CIPC will evaluate and prioritize the project requests using the criteria below:

1. Eliminates a hazard to public health and safety
2. Required by state or federal laws or regulations
3. Supports adopted plans, goals, objectives, and policies
4. Stabilizes or reduces operating costs
5. Makes better use of a facility or replaces a clearly obsolete one
6. Maintains or improves productivity or existing standards of service
7. Uses outside financing sources, such as grants
8. Directly benefits the Town's economic base by increasing property values
9. Provides new programs having social, cultural, historic, economic, or aesthetic value

D. Multiyear Capital Improvement Plan

The Capital Improvement Planning Committee will annually update a capital improvement plan (CIP), including the upcoming fiscal year's capital budget and a five-year projection of capital needs and expenditures that details their estimated costs, descriptions, and anticipated funding sources. The CIPC will then submit a report of the plan to the Board of Selectmen for consideration and approval. Subsequently, the Board will submit its approved capital budget to the annual town meeting for adoption by the Town. The CIPC's report and the Selectmen's recommended capital budget will be published and made available in a manner consistent with the distribution of the Finance Committee report. The CIPC will deposit its original report with the Town Clerk.

E. Capital Financing

In general, the Town will strive to maintain the portion of the budget allocated to capital investments at a funding level of [3 to 5] percent of the general fund operating budget, net of debt. To aid the CIPC in making its final decisions, the Town Accountant will annually prepare and submit to the committee a fund utilization forecast detailing the funds available for financing capital projects over the course of the time covered by the CIP.

The CIP shall be prepared and financed in accordance with the following principles:

- Short-term debt may be used to fully finance purchases with useful lifespans of less than 10 years.
- In accordance with Ludlow’s debt policy, the Town will restrict long-term debt funding to projects with lifespans greater than 10 years and costs exceeding \$100,000.
- Before any long-term, bonded capital project is recommended, the project’s annual operating costs and debt service costs shall be identified.
- Special revenue sources (e.g., grants, revolving funds) shall be evaluated as funding options whenever practical.
- Major capital projects, such as new construction or major renovations to existing facilities, may be accomplished through capital or debt exclusions.
- Infrastructure or facility maintenance budgets built into the general operating budget will not be reduced to fund other departmental budgets.
- To the extent feasible, all capital projects associated with the Town’s two enterprise funds operations (i.e., Sewer and Golf) shall be financed from user fees.

REFERENCES

[M.G.L. c. 44, § 20](#)

[M.G.L. c. 44, § 33B](#)

Ludlow policies on Financial Reserves, Forecasting, and Debt Management

Ludlow bylaws, Chapter II: Regulating the Conduct of Town Business, Section 24 Capital Improvement Planning Committee

Division of Local Services (DLS) Best Practices: [Presenting and Funding Major Capital Projects](#) and [Special Purpose Stabilization Funds](#)

DLS Financial Management Guidance: [Capital Improvement Planning Manual](#) and [Capital Improvement Planning Guide – Developing a Comprehensive Community Program](#)

EFFECTIVE DATE

This policy was adopted on [date].

DEBT MANAGEMENT

PURPOSE

To provide for the appropriate issuance and responsible use of debt, this policy defines the parameters and provisions governing debt management. Policy adherence will help the Town to responsibly address capital needs, provide flexibility in current and future operating budgets, control borrowing, sustain capital investment capacity, and maintain or enhance the Town's bond rating so as to achieve long-term interest savings.

APPLICABILITY

This policy applies to the budget decision-making duties of the Board of Selectmen, Town Administrator, Finance Committee, Capital Improvement Planning Committee, and Board of Public Works. Further, it applies to the Treasurer's debt management responsibilities and Town Accountant's budget analysis and reporting duties.

POLICY

Under the requirements of federal and state laws, the Town may periodically issue debt obligations to finance the construction, reconstruction, or acquisition of infrastructure and other assets or to refinance existing debt. The Town will issue and manage debt obligations in such a manner as to obtain the best long-term financial advantage and will limit the amount of debt to minimize the impact on taxpayers. Debt obligations, which include general obligation bonds, revenue bonds, bond anticipation notes, lease/purchase agreements, and any other debt obligations permitted to be issued under Massachusetts law, will only be issued to construct, reconstruct, or purchase capital assets that cannot be acquired with current revenues.

A. Debt Financing

In financing with debt, the Town will:

1. Issue long-term debt only for purposes that are authorized by state law and qualify for tax-exempt bonds and only when the financing sources have been clearly identified.
2. Use available funds to the greatest extent possible to reduce the amount of borrowing on all debt-financed projects.
3. Confine long-term borrowing to capital improvements and projects that cost at least [\$100,000] and that have at least [10] years of useful life or whose useful lifespans will be prolonged by at least [10] years.
4. Refrain from using debt to fund any recurring purpose, such as current operating and maintenance expenditures.
5. Consider using revenue bonds, special assessment bonds, or other types of self-supporting bonds instead of general obligation bonds whenever possible.

B. Debt Limits

The Town will adhere to these debt parameters:

1. Total debt service, including debt exclusions and any self-supporting debt, shall be limited to [10] percent of general fund revenues, with a target balance of [5 to 7] percent.

2. As dictated by state statute, the Town's debt limit shall be five percent of its most recent equalized valuation.

C. Structure and Terms of Debt

The following shall be the Town's guidelines on the structure and terms of all debt:

1. The Town will attempt to maintain a long-term debt schedule such that at least [50] percent of outstanding principal will be paid within 10 years.
2. The term of any debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed the maximum allowed by law.
3. The Town will limit bond maturities to no more than [20] years, except for major buildings, land acquisitions, and other purposes in accordance with the useful life borrowing limit guidelines published by the Division of Local Services (DLS).
4. Any vote to authorize borrowing will include authorization to reduce the amount of the borrowing by the amount of the net premium and accrued interest.
5. The Town will work closely with its financial advisor to follow federal regulations and set time frames for spending borrowed funds to avoid committing arbitrage, paying rebates, fines and penalties to the federal government, and jeopardizing any debt issuance's tax-exempt status.

D. Bond Refunding

To achieve potential debt service savings on long-term, tax-exempt debt through bond refunding the Town will:

1. Issue debt with optional call dates no later than 10 years from issue.
2. Analyze potential refunding opportunities on outstanding debt as interest rates change.
3. Use any net premium and accrued interest to reduce the amount of the refunding.
4. Work with the Town's financial advisor to determine the optimal time and structure for bond refunding.

E. Protection of Bond Rating

To obtain and maintain a favorable bond rating, the Town will:

1. Maintain good communications with bond rating agencies, bond counsel, banks, financial advisors, and others involved in debt issuance and management.
2. Follow a policy of full disclosure on every financial report and bond prospectus, including data on total outstanding debt per capita, as a percentage of per capita personal income, and as a percentage of total assessed property value.

F. Reporting

1. The Treasurer will report to the Board of Selectmen and Town Administrator on the Town's debt status at least annually.
2. The Town Accountant will include an indebtedness summary as part of a report on receipts and expenditures in Ludlow's Annual Town Report.

3. The Town Accountant, with the Town's financial advisor, will file the annual audit and official disclosure statement within 270 days of the end of the fiscal year.

REFERENCES

[M.G.L. c. 41, § 59](#)

[M.G.L. c. 41, § 61](#)

[M.G.L. c. 44, § 4](#)

[M.G.L. c. 44, § 6](#)

[M.G.L. c. 44, § 6A](#)

[M.G.L. c. 44, § 7](#)

[M.G.L. c. 44, § 8](#)

[M.G.L. c. 44, § 17](#)

[M.G.L. c. 44, § 19](#)

[M.G.L. c. 44, § 20](#)

[M.G.L. c. 44, § 21A](#)

[26 USC § 148](#)

Ludlow Capital Planning policy

DLS Best Practice: [Understanding Municipal Debt](#)

DLS Borrowing Guidelines: [Asset Useful Life - Borrowing Limits](#)

DLS Informational Guideline Releases 17-21: [Borrowing](#) and 17-22: [Premiums and Surplus Proceeds for Proposition 2½ Excluded Debt](#)

Government Finance Officers Association Best Practice: [Refunding Municipal Bonds](#)

Internal Revenue Service Guidance: [Arbitrage Guidance for Tax-Exempt Bonds](#)

EFFECTIVE DATE

This policy was adopted on [date].

FINANCIAL RESERVES

PURPOSE

To help the Town stabilize finances and maintain operations during difficult economic periods, this policy establishes prudent practices for appropriating to and expending reserve funds. With well-planned sustainability, Ludlow can use its reserves to finance emergencies and other unforeseen needs, to hold money for specific future purposes, or in limited instances, to serve as revenue sources for the annual budget. Reserve balances and policies can also positively impact the Town's credit rating and consequently its long-term cost to fund major projects.

APPLICABILITY

This policy pertains to the short- and long-range budget decision-making duties of the Board of Selectmen, Town Administrator, and Finance Committee. It also applies to the related job duties of the Town Accountant, Treasurer, Assessor.

POLICY

The Town is committed to building and maintaining its reserves so as to have budgetary flexibility for unexpected events and significant disruptions in revenue-expenditure patterns and to provide a source of available funds for future capital expenditures. Adherence to this policy will help the Town withstand periods of decreased revenues and control spending during periods of increased revenues.

In total for the two general fund categories of reserves under this policy, the Town will strive to maintain a minimum funding level of [10 to 14] percent of the annual operating budget.

A. Free Cash

The Division of Local Services (DLS) defines free cash as the remaining, unrestricted funds from operations of the previous fiscal year, including any unexpended free cash. DLS must certify free cash before the Town can appropriate it, and it must be appropriated before June 30.

As much as practicable, the Town will limit its use of free cash to funding one-time expenditures (such as capital projects, snow and ice deficits, or emergencies), as opposed to recurrent operating costs.

The Town shall set a goal of maintaining its year-end unappropriated free cash balance in the range of [three to five] percent of the annual general fund budget. The Town will appropriate any excess above this target range to build reserves, offset unfunded liabilities, or make capital purchases. Further, the Town will avoid annually using free cash as a revenue source "to reduce the tax rate," since this is equivalent to it being used to fund current operations.

B. Stabilization Funds

A stabilization fund is a reserve account allowed by state law to set aside monies to be available for future spending purposes. Although [M.G.L. c. 40, § 5B](#) allows a community to establish one or more stabilization funds to accumulate funds for specific purposes, Ludlow currently has only a single general stabilization fund.

The Town will endeavor to maintain a minimum balance of [7 to 9] percent of the current operating budget in the general stabilization fund. The Town will annually appropriate, at a minimum, \$300,000

from free cash to the general stabilization fund until the target minimum balance is met. Withdrawals from the fund should only be used to pay for capital expenditures, to mitigate emergencies, or for other unanticipated events that cannot be supported by current general fund appropriations. Whenever possible, withdrawals of funds should be limited to the amount available above the 7 percent minimum reserve target level. If any necessary withdrawal drives the balance below the minimum level, the withdrawal should be limited to one-third of the general stabilization fund balance. Further, the Town Administrator and Town Accountant will develop a detailed plan to replenish the fund to the minimum level within the next two fiscal years.

C. Retained Earnings and Receipts Reserved Surplus

The Sewer and Golf Departments' finances are managed under enterprise funds. Accounting for the revenues and expenditures of these operations separately from the general fund allows the Town to effectively identify each operation's true service delivery costs—direct, indirect, and capital— and set user fees at a level sufficient to recover them. Under this accounting, the Town may reserve each department's generated surplus (referred to as retained earnings), rather than closing the amount to the general fund at year-end.

For the Sewer and Golf enterprise funds, the Town will maintain reserve amounts at [20] percent of total budget for Sewer and [10] percent of total budget for Golf, at minimum, but either reserve target may be significantly higher if major infrastructure improvements are necessary. These reserves will be used primarily to fund major, future capital projects, but may also be used to provide rate stabilization. To maintain the target reserve levels for each enterprise requires the Board of Public Works and Golf Commissioners to periodically review, and when necessary, adjust user rates.

The Cable Department's finances are managed under a receipts reserved for appropriation fund. Under this accounting, the Town may reserve the operation's generated surplus for this fund, the Town will strive to maintain a minimum reserve amount of [20] percent of this operation's total budget, but the reserve target may be significantly higher if major infrastructure improvements are necessary. The reserve will be used to fund major capital projects.

D. Overlay Surplus

The purpose of the overlay reserve is to offset unrealized revenue resulting from uncollected property taxes, abatements, and exemptions. It can be used for other purposes only after it is determined to have a surplus. Therefore, unlike the other two types of reserves, this policy does not set a consistent, specific funding target for it. Rather, each year as part of the budget process, the Board of Assessors will vote to raise an overlay amount on the annual tax recapitulation sheet based on the following:

- Current balance in the overlay account
- Three-year average of granted abatements and exemptions
- Abatement liability of cases pending before, or on appeal from, the Appellate Tax Board
- Timing of the next DLS certification review (scheduled every five years)

At the conclusion of each fiscal year, the Board of Assessors will submit to the Town Accountant and Board of Selectmen an update of the overlay reserve with data that includes, but is not limited to, the gross balance, potential abatement liabilities, and any transfers to surplus. If the overlay balance exceeds the amount of potential liabilities, the Board of Selectmen may request that the Board of

Assessors vote to declare it as surplus and available for use in the Town's capital improvement plan or for any other one-time expense.

REFERENCES

[M.G.L. c. 40 §5B](#)

[M.G.L. c. 59 §25](#)

Ludlow policies on Capital Planning, Forecasting, and Tax Recapitulation

DLS Best Practices: [Free Cash](#) and [Special Purpose Stabilization Funds](#)

DLS Informational Guideline Releases 17-20: [Stabilization Funds](#) and 17-23: [Overlay and Overlay Surplus](#)

Government Finance Officers Association Best Practices: [Fund Balance Guidelines for the General Fund](#)

EFFECTIVE DATE

This policy was adopted on [date].

FORECASTING

PURPOSE

To assess the range of choices available to budget decision makers when determining how to allocate resources, this policy establishes guidelines for creating multiyear projections of revenues and expenditures as part of the annual budget process and long-term fiscal planning. Forecasting helps local officials understand the long-range implications of pending near-term decisions. In so doing, a multiyear forecast helps guide forward-looking budget processes that enable the community to avert potential deficits, promote long-term financial health, and strategize for capital investment and community development.

APPLICABILITY

This policy applies to the Board of Selectmen, Town Administrator, and Finance Committee in their budget analysis and decision-making responsibilities. It also applies to the Town Accountant's job duties.

POLICY

To determine the Town's operating capacity for future fiscal years, the Town Accountant will annually create a detailed forecast with five-year projections of revenues and expenditures. The Finance Committee, Board of Selectmen, Capital Improvements Planning Committee, and School Committee will use the forecast to support their decision making for the upcoming year's operating and capital budgets and for the Town's multiyear capital improvement plan. When preparing forecasts, the Town Accountant will analyze historical revenue and expenditure trends, develop a set of assumptions tailored to each revenue and expense category, and then use those assumptions to formulate the projections.

The Town Administrator will review the initial forecast and then provide it to the Board of Selectmen and Finance Committee for their review and comment. In addition, the Town Accountant will promptly revise the forecast projections whenever circumstances change and provide updated forecasts to the Town Administrator, who will share them with the Board of Selectmen and Finance Committee.

Before creating an initial forecast as part of a new budget process year, the Town Administrator and Town Accountant will review the performance accuracy of prior-year forecasts and any evolving factors related to the underlying assumptions to consider how projections in the new forecast may need to be adjusted. Factors to consider include changes in laws, regulations, inflation rate, interest rate, town goals, and policy decisions.

A. Guidelines for Revenue Assumptions

The following principles shall guide the formulation of revenue assumptions:

- Projections of the property tax levy will be confined by the limits of Proposition 2½ (absent any overrides) and take into consideration consensus decisions regarding the Town's level of excess levy capacity.
- New growth projections will take into account the Town's three-, five- and 10-year averages by property class.
- The Town Administrator will annually review the levy limit's relationship to the levy ceiling (which is 2.5 percent of the Town's real and personal property total value) to identify

potential override capacity and to guard against the levy limit approaching or hitting the ceiling, which would impact future levy growth.

- Local aid projections will correspond with economic cycles, while Chapter 70 educational aid will reflect trends in school choice, enrollments, tuition, and charter assessments.
- Estimates for local receipts (e.g., motor vehicle excise, inspection fees, etc.) will not exceed 90 percent of the prior year's actual collections without firm evidence that higher revenues are achievable.
- Grant revenues will be reviewed annually to determine their sustainability.
- The Town will build and maintain reserves in compliance with its Financial Reserves policy.

B. Guidelines for Expenditure Assumptions

Annually, the Town Accountant, in consultation with the Town Administrator, will determine a particular budget approach for forecasting expenditures, either maintenance (level service), level funded, or one that adjusts expenditures by specified increase or decrease percentages (either across the board or by department). A maintenance budget projects the costs needed to maintain the current staffing level and mix of services into the future. A level-funded budget appropriates the same amount of money to each municipal department as in the prior year and is tantamount to a budget cut because of inflationary pressure on prices as well as increases in mandated costs and other fixed expenses.

The following principles shall guide the formulation of expenditure assumptions:

- The Town's current level of services will provide the baseline for projections.
- Historical trends in the growth of operating expenses and employee benefits will prevail.
- Projections will factor cost-of-living adjustments for the salaries/wages of regular employees.
- The Town will annually meet or exceed the Department of Elementary and Secondary Education's net school spending requirements.
- The Town will pay its annual pension contributions.
- The Town will pay all existing debt service obligations and adhere to its Capital Planning and Debt Management policies.

REFERENCES

[M.G.L. c. 44, § 20](#)

[M.G.L. c. 44, § 53A](#)

[M.G.L. c. 44, § 53A½](#)

[M.G.L. c. 44, § 63](#)

[M.G.L. c. 44, § 63A](#)

Ludlow policies on Capital Planning, Debt Management, and Financial Reserves

DLS Best Practice: [Revenue and Expenditure Forecasting](#)

Government Finance Officers Association article: [Structuring the Revenue Forecasting Process](#)

EFFECTIVE DATE

This policy was adopted on [date].

GRANTS MANAGEMENT

PURPOSE

To ensure Ludlow efficiently and appropriately manages its grant-funded programs, this policy sets a framework for evaluating grant opportunities, tracking grant activity, and processing grant revenues and expenditures. Effective grant management helps promote the pursuit of grants that are in the Town's best interest, assure timely reimbursements to optimize cash flow, and guard against year-end account deficits. As a legal contract, every grant agreement must be fulfilled in accordance with its prescribed terms and conditions, as well as all applicable federal, state, and local regulations. Failure in this regard exposes the Town to legal and financial liabilities and compromises future grant funding.

APPLICABILITY

This town-wide policy applies to the grant project managers in each department applying for or receiving grant funding. It further applies to the grant-related responsibilities of the Board of Selectmen, Town Administrator, Town Accountant, and Treasurer, School Committee, and School Superintendent or designee.

POLICY

All departments are encouraged to solicit grant funding for projects and programs consistent with the Town's goals. All municipal applications for grants exceeding \$5,000 must receive preapproval by the Board of Selectmen and all educational applications by the School Committee. To be eligible for preapproval, there must be sufficient staff available to effectively administer the grant program and perform its required work scope, along with adequate matching requirements (both cash and in-kind).

No department shall expend grant funds until a fully executed grant agreement has been accepted and approved for expenditure by the Board of Selectmen (or the School Committee, when applicable). Further, no grant funds shall be used to supplant an existing expense for the purpose of diverting current funds to another use.

Operating departments through their designated grant project manager(s) have primary responsibility for seeking grant opportunities, preparing applications, and managing awarded programs. The Town Accountant is responsible for consulting with project managers on grant budgetary matters, accounting for grants in the general ledger, monitoring grant expenditures for consistency with award requirements, tracking the timeliness of reimbursement requests, and distributing monthly reports of grant expenditures to departments. The Town Accountant will also maintain a database of all grants and grant activity from inception to closure.

A. Grant Opportunity Assessment

Well in advance of a grant application's due date, the departmental project manager will assess the opportunity in consultation with the Town Administrator and Town Accountant, and the School Superintendent (or designee). Below are the factors to be considered, at minimum.

Programmatic:

- Alignment of the grant's purpose with the Town's and department's strategic priorities
- Department's capacity to administer the grant through to closeout

- Office space, facilities, supplies, or equipment required
- Ongoing impact of the grant program after it is completed
- Compliance and audit requirements, particularly as they may differ from the Town's

Financial:

- Total anticipated project cost
- Expenditure requirements and anticipated cash flow schedule
- Required cost matching shares and sources, including cash and in-kind
- Staffing requirements, including salary and benefit increases for multiyear grants
- Administration and indirect recapture amounts
- Program income potential

In this stage, the project manager will also develop a continuation plan to address the potential future loss of grant funding, which may include alternative funding proposals or plans for reducing or terminating program positions or components after grant closeout.

B. Grant Application and Award Acceptance

Prior to filing any grant application greater than \$5,000, the project manager will submit a meeting agenda item requesting preapproval from the Board of Selectmen with a report summarizing the grant and how it complies with this policy. The Town Administrator will then make a determination as to whether any preapproved application should be submitted to the Town Counsel for a legal review. Following this, the project manager will submit the grant application to the grantor and forward a copy to the Town Accountant.

When a project manager receives notice of any grant award, he or she will submit it as a meeting agenda item for the Board of Selectmen to formally accept by signatures and thereby approve the expending of grant funds. The project manager will then send copies of the signed agreement to the grantor and the Town Accountant.

Upon receiving the new grant's documents, the Town Accountant will create a new general ledger account to record the grant activity separately from regular expenses. When notified of any amendment or adjustment by the grantor, the project manager will immediately forward the information to the Town Accountant, who will adjust the grant's budget in the general ledger.

C. Grant Financial Management

At the start of a new grant, the Town Accountant and project manager will discuss its requirements and the timing of reimbursement requests (e.g., at the time of expenditure, monthly or quarterly), when applicable.

The project manager will ensure all expenditures made are allowable and consistent with each grant award's requirements. The project manager will submit project invoices to the Accounting Department with an accounts payable (AP) cover sheet that has accurate general ledger expense codes for the grant and the department head's signature. The project manager will also ensure the proper payroll account codes for grant-funded employees are reported on the department's submission to the Treasurer as part the regular payroll process.

Because required retirement system remittances and/or general fund benefit reimbursements vary by grant, the Town Accountant will calculate these for each grant and notify project managers of the resulting amounts to include on the AP submissions.

To minimize the use of advance town funds, every project manager will request reimbursements as often as the grant's guidelines allow and always no later than June 30th. In doing so, the project manager will prepare all required reports and requests as detailed in the agreement and submit these to the grantor. Immediately following each submittal, the project manager will send an email notification of the reimbursement request to the Town Accountant and Treasurer.

The Town Accountant will monitor each grant's deficit balance to assure it is temporary and receives reimbursement within the grant's allowable timeline and always prior to year-end. The Treasurer will match reimbursements received electronically or by check with their requests and credit the proper revenue lines.

D. Grant Closeout

Upon completion of the project work or grant period, whichever comes first, the project manager will verify that all grant requirements have been met and will send to the Town Accountant a grant closeout package that includes a final report and either a final reimbursement request or notification of the amount to be refunded to the grantor.

Upon receipt of the closeout package, the Town Accountant will put the general ledger's grant account into inactive status and will reconcile the project manager's report with the general ledger's record of grant activity. The project manager will subsequently submit the final reimbursement request to the grantor or, if a refund is due, the Town Accountant will add the refund amount to the AP warrant.

Within 30 days of any grant closeout or the year-end closure, whichever is earlier, the Town Accountant will determine if the grant account has been overexpended and will either apply the expense to the operating budget or propose an appropriation from other available funds.

E. Audit

All grant activities are subject to audit by the particular grantors, the Town Accountant, and Ludlow's independent auditor. The Town Accountant will maintain all grant documents and financial records for seven years after their closeouts or for the lengths of time specified by the grantors, whichever period is longer.

REFERENCES

[M.G.L. c. 40, § 5D](#)

[M.G.L. c. 41, § 57](#)

[M.G.L. c. 44, § 53A](#)

Public Employee Retirement Administration Commission: [Memo #12/2003](#)

Mass.gov webpage: [Municipal Grant Finder](#)

US grant search website: [grants.gov](#)

EFFECTIVE DATE

This policy was adopted on [date].

INDIRECT COST ALLOCATION

PURPOSE

To apportion all the indirect costs associated with the Town's enterprise funds in an equitable manner that reflects their true shared costs, this policy provides guidelines for calculating and allocating those costs.

Under authority established in [M.G.L. c. 44 §53F½](#), the sewer utility and golf course are managed and accounted for separately from the general fund, and each has its own financial statements. Consolidating these programs' direct and indirect costs, debt service, and capital expenditures into segregated funds allows the Town to demonstrate to the public the true, total cost of providing these utilities.

APPLICABILITY

This policy applies to the budgetary functions of the Town Accountant, Board of Public Works, Sewer Superintendent, Golf Commission, and Golf Superintendent. Further, it encompasses the utility-related administrative functions of the Town Accountant, Treasurer, Collector, and Town Administrator Departments.

POLICY

As part of the annual budget process, the Town Accountant will calculate the indirect costs to the general fund of the two utility operations and review the calculations with the Sewer Department Superintendent and Golf Department Superintendent, who will provide them to the Board of Public Works and Golf Commission, respectively, for approval. Based on the results, the Town Accountant will record transfers between the relevant funds by [June 15] each year. The Town Accountant will maintain written procedures detailing the costs and their calculation methodologies.

A. Cost Categories

The calculation of indirect costs will take into account each utility's personnel expenses budgeted in the general fund. Also accounted for will be certain administrative services performed on behalf of the utility departments by other departments, namely:

- Accounts payable, payroll, and general ledger services provided by the Accounting Department
- Turnover processing, banking, investment, tax title, benefits, and payroll services provided by the Treasurer and Collector Departments
- Personnel administration services provided by the Town Administrator Department

For these expenses and those listed below, the Town Accountant will calculate indirect costs based on the most recent fiscal year's appropriations and using either the actual, proportional, estimated support, or transactional methodology, as each is outlined on the next page.

The following expenses will be included in the calculations for both the Sewer and Golf Departments:

- Benefits for active and retired employees, including insurances, Medicare tax, unemployment, and workers' compensation

- Pensions
- Vehicle insurance
- Property insurance

The following expenses will be included in the calculations for the Sewer Department only:

- Independent audit services
- Actuarial services
- Legal services
- Information technology expenses
- Other costs that may be considered, agreed to, and documented

B. Explanation of Calculation Methodologies

1. **Actual cost**, as the term implies, involves the identification of specific costs attributable to the enterprise based on documented schedules or bills payable, including debt service and insurance premiums.
2. The **proportional** method is a straightforward calculation of each utility department's net-of-debt budget as percentage of the total combined net-of-debt budget of that utility and the general fund. The resulting percentage is then applied against the total budget (including employee benefits) of each town department that provides support to that given utility or against the total cost of the specific type of expenditure.
3. A department or official may be able to provide a reasonable **estimate of support** (i.e., an estimate of the average time spent to support a particular service). For example, the Town Accountant estimates she spends an average of two hours weekly, or 10 percent of her time, on Sewer-related activities (e.g., creating warrants, bookkeeping). This percentage is applied against the department's or official's salary and benefits, including health and life insurance, Medicare, retirement and any workers' compensation.

$$\frac{\text{Hours worked on utility activities per year by individual(s)}}{\text{Total hours worked per year by individual(s)}} \times \text{Salary and benefits of individual(s) working on utility activities} = \text{Indirect Departmental Salaries}$$

Any department's or official's expenses related to Sewer and Golf activities are charged directly to the Sewer and Golf budgets.

4. The **transaction-based** method is calculated based on the number of transactions attributed to a service as a percentage of the whole. An example would be the Sewer Department's total number of turnovers to the Treasurer as a percentage of the total number of town-wide turnovers received by the Treasurer's office. This percentage is applied against the Treasurer's total budget, including health and life insurance, Medicare, retirement, and any workers' compensation attributable to the department.

$$\frac{\text{Number of Sewer Department transactions}}{\text{Total number of non-Sewer-Dept transactions processed by the department}} \times \text{Total budget plus benefits of the department processing the utility transactions} = \text{Indirect Departmental Salaries}$$

C. Calculations by Cost Category [This section should be expanded when calculation methodologies are established for other categories.]

1. Health and Life Insurances

Indirect costs for health and life insurances will be calculated using the actual cost method by adding up the actual amounts paid by the Town for the participating utility employees during the current fiscal year.

2. Medicare

The Town’s Medicare cost represents the employer match of the Medicare tax charged to employees hired after April 1, 1986. Using the actual method and based on employee W-2s, the indirect costs will be calculated as 1.45 percent of the total gross wages paid by the Town on behalf of each eligible Sewer and Golf employee during the preceding calendar (not fiscal) year.

3. Retirement

Indirect pension costs will be calculated using the actual method. The Town’s total annual contributory retirement assessment payable to the Hampden County Retirement Board is multiplied by the respective proportion of actuarially determined retirement costs per each utility operation’s biennially calculated valuation for the current fiscal year.

4. Debt Service

Debt Service costs will be based on the actual method. The sewer department will reimburse the general fund for the actual cost of that year’s principal and interest payments associated with the sewer department and based on the town’s debt schedule.

5. Administrative Services

The indirect costs for utility-department-related administrative services performed by the Accounting, Treasurer, Collector, Selectmen, Information Technology and DPW Departments will be calculated using the estimate of support method. It will be based on each department’s annual estimate of the time required to perform the services for the particular utility department. Postage costs associated with mailing utility bills will be based on the transaction method, and will be based on a percentage of the Collector’s total postage costs.

6. Shared Facilities

The building upkeep costs incurred by the Department of Public Works will be calculated by the estimate of support method. It will be based on an estimate of the percentage of total building

costs that sewer department operations incur on the Department of Public Works facilities and personnel costs.

REFERENCES

DLS Informational Guideline Release 08-101: [Enterprise Funds](#)

Government Finance Officers Association Best Practices: [Indirect Cost Allocation](#) and [Full Cost Accounting for Government Services](#)

EFFECTIVE DATE

This policy was adopted on [date].

INVESTMENTS

PURPOSE

To ensure the Town's public funds achieve the highest possible rates of return that are reasonably available while following prudent standards associated with safety, liquidity and yield, this policy establishes investment guidelines and responsibilities. In addition, the policy has been designed to comply with the Governmental Accounting Standards Board's requirement that every community define and disclose its investment risk management strategy.

APPLICABILITY

This policy applies to the Treasurer's duties to manage and invest Town funds. If the Town contracts with any investment advisor(s), the Treasurer will provide this policy to them and verify compliance. The policy's scope pertains to all short-term operating funds and to all long-term reserve, investment, and trust funds, with the exception of the Town's retirement fund, which is managed and invested by the Hampden County Retirement System.

POLICY

The Treasurer will invest funds in a manner that meets the Town's daily operating cash flow requirements and conforms to state statutes governing public funds while also adhering to prudent investment standards. The Treasurer will manage all investments so as to achieve a fair market average rate of return within the context of all relevant statutory, safety, and liquidity constraints.

A. Investment Objectives

In priority order, the Treasurer's investment objectives shall be:

- **Safety:** Safety of principal is foremost, and the Treasurer will adhere to this policy's risk mitigation strategies for the purpose of preserving capital in the overall portfolio.
- **Liquidity:** The investment portfolio must remain sufficiently liquid to enable it to meet all reasonably anticipated operating requirements.
- **Yield:** The investment portfolio will be designed with the objective of attaining a fair market average rate of return throughout budgetary and economic cycles, in accordance with the Town's investment risk constraints and the portfolio's cash flow characteristics.

The Treasurer will ensure that all **short-term operating funds**, such as general funds, special revenue funds, bond proceeds, and capital project funds remain sufficiently liquid to pay all reasonably anticipated operating requirements and debt service.

For **trusts and other long-term funds** (e.g., stabilization funds, cemetery perpetual care, and any similar funds set aside for long-term use), liquidity is less important than growth. The Treasurer will pool any individual funds that are invested in the same institution while also maintaining each fund in its own account so as to allow for the proper proportioning of interest and any realized and unrealized gains or losses. All trust funds are under the Treasurer's control unless otherwise directed by their particular donor(s).

B. Conflict of Interest

The Treasurer is prohibited from making a deposit in any bank, trust company, or banking company for which he or she is or has been an officer or employee at any time in the last three years. The Treasurer will refrain from any personal activity that may conflict with the proper execution of the investment program or that could impair or appear to impair the ability to make impartial investment decisions. The Treasurer will disclose to the Board of Selectmen any large personal financial investment positions or loans that could be related to the performance of the Town's investments. Further, when contracting for any investment services, the Treasurer will adhere to requirements under [M.G.L. c. 30B](#) and the Town's Procurement Conflict of Interest policy.

C. Investment Instruments

Under this policy, and in compliance with state statutes, the table below defines allowable investment instruments and guidelines.

Instrument Type	Short-term Funds	Long-term Funds
Depository accounts in Massachusetts state-chartered banks, including savings, checking and NOW accounts, and money market deposit accounts	No limitations	No limitations
Certificates of deposit (CDs) in Massachusetts state-chartered banks only	Unlimited amounts and maturity up to three years	No limits on amounts or maturity dates
The Massachusetts Municipal Depository Trust (MMDT) , the State Treasurer's investment pool for public entities.	No limitations and the pool is liquid	No limitations
U.S. Treasury or other U.S. government agency obligations	Unlimited amounts and up to one year from date of maturity	No limitations
Bank-issued repurchase agreements ("repos") secured by U.S. Treasury or other U.S. government agency	Maximum maturity of 90 days	Repos are by their nature short-term and therefore not appropriate for the growth objective of long-term funds.

Instrument Type	Short-term Funds	Long-term Funds
Money market mutual funds	<ul style="list-style-type: none"> ▪ Must be registered with the Securities and Exchange Commission (SEC) ▪ Must have the highest possible rating from at least one rating organization ▪ These are liquid investments, so maturity term is not applicable 	<ul style="list-style-type: none"> ▪ Must be registered with the SEC ▪ Must have the highest possible rating from at least one rating organization
Common and preferred stock, investment funds, and any other type of investment instrument specified in the List of Legal Investments	Not allowed	<ul style="list-style-type: none"> ▪ The Town’s aggregate amount of long-term funds must exceed \$250,000 to invest in these. ▪ Investment in mortgages, collateral loans, and international obligations is prohibited ▪ Cannot invest more than 1.5% of a particular fund in the stock of any single banking or insurance company ▪ Cannot invest more than 15% of total aggregated funds in banking or insurance company stocks

Note: This policy confines the allowed depository accounts only to those offered by Massachusetts state-chartered banks, a provision that is more restrictive than state statutes and the Massachusetts Collectors and Treasurers Association’s sample investment policy statement. The reason is that the MA-chartered banks’ depository accounts are fully insured through a combination of the Federal Deposit Insurance Corporation and the state’s Depositors Insurance Fund. However, funds placed in these banks’ mutual funds or annuity products are not covered by either insurance, and the Treasurer must manage those and any other type of investments in accordance with other applicable provisions of this policy.

D. Risk Tolerance Guidelines

The Treasurer will employ the following strategies to mitigate the range of investment risks:

Type of Risk	Mitigation Strategy
<p>Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.</p>	<ul style="list-style-type: none"> ▪ Investments in any of the following are safe from credit risk: state-chartered banks' depository accounts (including CDs), obligations backed by the U.S. Treasury or other U.S. government agency, and the MMDT. ▪ For any other investments, the Treasurer will only purchase investment grade securities highly concentrated in those rated A or better.
<p>Concentration of credit risk is the risk arising from all funds being invested in a single issuer.</p>	<p>The Treasurer will diversify the portfolio among multiple issuers/institutions (see Section E).</p>
<p>Custodial risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Town would not be able to recover deposits or to recover collateral securities in the possession of an outside party.</p>	<p>The Treasurer will negate this risk by only making deposits at MA-chartered banks.</p>
<p>Custodial risk for investments is the risk that, in the event of a failure of the counterparty to a transaction, the Town would not be able to recover the value of an investment or to recover collateral securities in the possession of an outside party.</p>	<ul style="list-style-type: none"> ▪ The Treasurer will review the financial institution's financial statements and its advisor's background to ensure it has proven financial strength, capital adequacy, and an overall positive reputation in the municipal investment industry (see Section F). ▪ If a security is to be held by a third party custodian, the Treasurer must approve that party and verify that the security is held in the Town's name and tax ID number, as evidenced by its CUSIP (Committee on Uniform Security Identification Procedures) code.
<p>Interest rate risk is the risk that interest rate changes will adversely affect an investment's fair market value.</p>	<p>The Treasurer will negotiate for competitive interest rates that are locked in for long terms.</p>
<p>Foreign currency risk is the risk that an investment will lose value as the result of an unfavorable exchange rate.</p>	<p>The Treasurer will negate this risk by not investing in any instruments with foreign currency exposures.</p>

E. Diversification

The Treasurer will invest in a diverse portfolio to prevent overconcentration in any institution, issuer, or maturity type. Apart from money placed in the MMDT or obligations backed by U.S. government agencies, the Treasurer will invest no more than 25 percent the Town's long-term funds with a single financial institution. In addition, the Treasurer will ensure compliance with the various allowable

percentage thresholds for specific investment instruments and issuers set forth in the List of Legal Investments.

F. Selection of and Relationship with Financial Institutions

When selecting from among MA-chartered banks to hold short-term funds, the Treasurer will consider their fee structure, service efficiencies, and account management control features. For investing long-term funds, the Treasurer will also assess the soundness, stability and reputation of prospective financial institutions and dealers/brokers. Brokers must be recognized, reputable dealers and members of the Financial Industry Regulatory Authority. The Treasurer will require any brokerage houses and brokers/dealers wishing to do business with the Town to provide the following:

- Audited financial statements
- Form ADV Part 2 showing the broker/dealer to be actively registered with both the SEC and Massachusetts Secretary of State's Office and providing information on the types of services offered, fee schedule, disciplinary information, conflicts of interest, and the educational and business background of management and key advisory personnel
- Statement that the broker/dealer has read and will comply with this policy

The Treasurer will also consult the [Veribanc](#) rating service to select and monitor financial institutions. The Treasurer may invest in institutions rated green by Veribanc and will continue to review their ratings quarterly. If a bank's rating turns yellow, the Treasurer will request the bank provide a written explanation with an expected timetable for changing back to green. If the rating remains yellow for a second quarter, the Treasurer will consider liquidating all funds that are uninsured or uncollateralized. If any rating becomes red, the Treasurer will remove the money from the banking institution.

The Treasurer will review all banking and financial services at least annually to ensure their quality and the competitiveness of their fee structure and interest rates. The Treasurer will also send letters to banks in the local region requesting them to report all usage of the Town's tax identification number as a measure to ensure the number is used only by the Treasurer and no outside entities.

G. Standards of Care

The Treasurer must review, understand and comply with the state's Prudent Investor Act ([M.G.L. c. 203C](#)). The Treasurer shall be relieved of personal responsibility for any individual security's credit risk or market price changes, provided that its purchase and sale have been carried out in accordance with the Act and the provisions of this policy.

H. Reporting Requirements

The Treasurer will assess investment activity and keep the Board of Selectmen apprised of any major changes by providing a report of investment activity annually or more often as needed. The investment activity report shall incorporate all of the Town's investment funds and include the following information at minimum:

- List of all the individual accounts and securities held at the end of the period
- List of short-term investment portfolios by security type and maturity to ensure compliance with the diversification and maturity guidelines
- Summary of income earned on monthly and year-to-date bases
- Disclosure of the fees associated with managing each fund
- Brief statement of general market and economic conditions and other factors that may affect the Town's cash position
- Statements on the degree of compliance with the provisions of this policy

REFERENCES

[M.G.L. c. 30B](#)

[M.G.L. c. 29, § 38A](#)

[M.G.L. c. 44, § 54](#)

[M.G.L. c. 44, § 55](#)

[M.G.L. c. 44, § 55A](#)

[M.G.L. c. 44, § 55B](#)

[M.G.L. c. 110A, § 201](#)

[M.G.L. c. 167, § 15A](#)

[M.G.L. c. 203C](#)

Ludlow Procurement Conflict of Interest policy

Governmental Accounting Standards Board Statement 40: [Deposit and Investment Risk Disclosures](#)

Massachusetts Collectors & Treasurers Association: [Treasurer's Manual](#)

MA Division of Banks [List of Legal Investments](#) and database of [MA-chartered banks](#)

Massachusetts Depositors Insurance Fund [FAQs](#)

MA Secretary of State webpage, [Registration Inspections, Compliance and Examinations Section](#)

SEC webpage [Form ADV Information](#)

EFFECTIVE DATE

This policy was adopted on [date].

OTHER POSTEMPLOYMENT BENEFITS LIABILITY

PURPOSE

To ensure fiscal sustainability, this policy sets guidelines for a responsible plan to meet the Town's obligation to provide other postemployment benefits for eligible current and future retirees. It is designed to achieve generational equity among those called upon to fund this liability and thereby avoid transferring costs into the future.

APPLICABILITY

This policy encompasses OPEB-related budget decisions, accounting, financial reporting, and investment. It applies to the Board of Selectmen, Town Administrator, and Finance Committee in their budget decision-making duties, and it also applies to the OPEB-related job duties of the Treasurer and Town Accountant.

BACKGROUND

In addition to salaries, the Town compensates employees in a variety of other forms. Many earn benefits over their years of service that they will not receive until after retirement. A pension is one such earned benefit. Another is a set of retirement insurance plans for health, dental, and life. These are collectively referred to as other postemployment benefits, or OPEBs. OPEBs represent a significant liability for the Town that must be properly measured, reported, and planned for financially.

POLICY

The Town is committed to funding the long-term cost of the benefits promised its employees. To do so, the Town will accumulate resources for future benefit payments in a disciplined, methodical manner during the active service life of employees. The Town will also periodically assess strategies to mitigate its OPEB liability. This involves evaluating the structure of offered benefits and their cost drivers while at the same time avoiding benefit reductions that would place undue burdens on employees or risk making the Town an uncompetitive employer.

A. Accounting for and Reporting the OPEB Liability

The Town Accountant will obtain actuarial analyses of the Town's OPEB liability every two years and will annually report the Town's OPEB obligations in financial statements that comply with the current guidelines of the Governmental Accounting Standards Board. The Town Administrator will ensure that the Town's independent audit firm reviews compliance with the accounting and reporting provisions of this policy as part of its annual audits and reports on these to the Board of Selectmen.

B. Trust Management and Investment

The Town has established an OPEB Trust Fund and designated as its trustee the [Treasurer]. As fund custodian, the Treasurer will manage the OPEB Trust Fund in conformance with the Town's investment policy and the state's prudent investor laws.

On an annual basis, the Town will analyze its option to invest the OPEB trust with the [State Retiree Benefits Trust Fund](#).

C. Mitigation

On an ongoing basis, the Town will assess healthcare cost containment measures and evaluate strategies to mitigate its OPEB liability. The Town Accountant will monitor proposed laws affecting OPEBs and Medicare and analyze their impacts. The Treasurer will regularly audit the group insurance and retiree rolls and terminate any participants found to be ineligible based on work hours, active Medicare status, or other factors.

D. OPEB Funding Strategies

To address the OPEB liability, decision makers will analyze a variety of funding strategies and subsequently implement them as appropriate with the intention of fully funding the obligation. The Town will derive funding for the OPEB Trust Fund from taxation, free cash, and any other legal form. To ensure that the Town's sewer and golf operations remain self-supporting, the Board of Public Works and the Golf Commissioners, will factor their department's proportional OPEB contributions into the setting of user fees.

Achieving full funding of the liability requires the Town to commit to funding its actuarially determined contribution (ADC) each year, which is calculated based on actuarial projections. Among strategies to consider for funding the ADC:

- Transfer unexpended funds from insurance line items to the OPEB Trust Fund.
- Appropriate amounts equal to the Town's Medicare Part D reimbursements.
- Determine and commit to appropriating an annual portion of free cash.
- Appropriate an annually increasing percentage of yearly revenues.
- Once the pension system is fully funded, on a subsequent annual basis, appropriate to the OPEB Trust Fund the amount equivalent to the former pension-funding payment or the ADC, whichever is less.

REFERENCES

[M.G.L. c. 32B, § 20](#) and [20A](#)

[M.G.L. c. 44, § 54](#) and [55](#)

[M.G.L. c. 203C](#)

Ludlow Investments policy

GASB Statements 75: [Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions](#) and 74: [Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans](#)

Government Finance Officers Association Best Practices: [Ensuring Other Postemployment Benefits \(OPEB\) Sustainability](#) and [Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits \(OPEB\)](#)

EFFECTIVE DATE

This policy was adopted on [date].

PROCUREMENT CONFLICT OF INTEREST

PURPOSE

To ensure integrity in the procurement and contract processes, to educate Town employees, consultants, uncompensated outside parties, and any other person involved in decisions to award contracts about potential conflicts of interests, and to establish a process for the screening of conflicts of interest.

APPLICABILITY

The policy pertains to all the Town's procurement and contract processes governed under the provisions of the state's Uniform Procurement Act associated with, but not limited to: specification development, preparation and issuance of solicitations, evaluation of solicitations and submissions, and other evaluations that lead to Town contract awards. The policy applies to the Town Administrator's duties as the Town's chief procurement officer, as well as to the Town Accountant's related job duties. It further applies to all Town employees, officials, and others working on the Town's behalf who are involved with any procurement and contract process and to the prospective contractors.

POLICY

The Town is committed to ethical business practices, professional integrity, and compliance with all procurement laws and regulations. Ludlow will provide fair opportunities to participants in competitive processes for the award of Town contracts. Process integrity will be reinforced by the practices outlined here to ensure confidentiality during the bid evaluation process and to assess and address conflicts of interest in all competitive solicitations. The Town will investigate all allegations of conflict of interest or misconduct brought to the attention of Town staff.

To comply with the state's [Uniform Procurement Act](#), any purchase for supplies or services ([with certain exceptions](#)) costing more than \$10,000 requires solicitation of three written quotes for contracts and those over \$50,000 require competitive sealed bids or proposals for contracts. No quote or bid process is required when procuring supplies or services from vendors that are under state contracts or involved in regional cooperative purchasing agreements.

A. Confidentiality during the Bid Evaluation Process

Town staff, consultants, and outside evaluators who are participants in a bid evaluation process are required to sign confidentiality agreements, which bind them not to share any information about responses received and the evaluation process until the Town issues a Notice of Intended Award.

The departmental purchasing employee must:

1. Identify all participants of an evaluation process who receive proposals or other documents used in the evaluation process, including any nonevaluating observers.
2. Ensure that these participants sign confidentiality agreements.
3. Submit the confidentiality agreements to the Town Administrator.

The Town Administrator must:

1. Verify that signed confidentiality agreements for all participants in the evaluation process, including nonevaluating observers, are submitted.
2. Maintain signed confidentiality agreements on file.

B. Conflicts of Interest Defined

To ensure decisions are made independently and impartially, Town employees and officials are expected to avoid any conflicts of interest and also avoid the appearance of conflicts of interest. A conflict of interest, or the appearance of one, must be disclosed whenever a vendor, employee, or officer has, or can reasonably anticipate having, an ownership interest, a significant executive position, or other remunerative relationship with a prospective supplier of goods or services to the Town or knows that a family member or other person with whom they have a personal or financial relationship has such an interest.

In reference to any federal grants, the federal Office of Management and Budget's Omni Circular states that a conflict of interest arises when: *"the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract."*

It further states that: *"The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts."*

The Omni Circular further requires that for any federal grant involving a parent, affiliate, or subsidiary organization that is not a state or local government, the Town must also maintain written standards of conduct covering organizational conflicts of interest. An organizational conflict of interest means that due to a relationship with a parent company, affiliate, or subsidiary organization, the Town is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

Any person with a conflict as described above shall not participate in the preparing of specifications, qualifying vendors, selecting successful bidders on products or services in which they have an interest, or approving payment to those interests. The only exception to this arises if the person makes full disclosure of a potential conflict and receives an advance, written determination from the [State Ethics Commission](#) that the interest is not so substantial as to be deemed likely to affect the integrity of the services the Town may expect from that individual.

C. Disclosure and Review

Department heads and other officials are required to ascertain and disclose to the Town Administrator any potential conflict of interest affecting procurement transactions before any contract is signed, commitment made, or order placed. The following measures will be taken to ensure the Town avoids any conflicts of interest in procuring Town contracts:

1. Employees, officials, and others who regularly participate in contract activities on behalf of the Town must disclose relevant, personal financial interests as required by state and federal laws and to annually review those statements in conjunction with this policy and other ethical standards.
2. Other persons involved in procurements must review this policy and other ethical standards and provide information in order to determine if there is a conflict of interest. Such persons shall include, but are not limited to, authors of specifications; paid and unpaid evaluators; and paid and unpaid consultants who assist in the procurement process.
3. If a possible conflict of interest is identified, it must be documented and reviewed with Town Counsel.

The departmental purchasing employee must:

1. Identify employees, consultants, outside uncompensated parties, and any other persons who will be involved in a procurement or contract activity, such as specification development, preparation and issuance of solicitations, evaluation of solicitations or submissions, or other evaluations that will lead to an award of contract.
2. Provide conflict of interest forms to the identified participants.
3. Submit the completed forms to the Town Administrator prior to commencing any procurement or contract activity.

The Town Administrator must:

1. Review the submitted forms for potential conflicts of interest.
2. Discuss any potential conflicts of interest with the Town Counsel and document the resulting determinations.
3. Provide the Board of Selectmen with the documented result.
4. If a conflict or the appearance of one exists, take appropriate actions, including but not limited to, removal of the employee, consultant, or outside uncompensated party from the procurement activity or cancelation of the solicitation.
5. Notify the Town Accountant of the review results.

D. Compliance Reviews

The Town Accountant will conduct random reviews of compliance with this policy.

REFERENCES

[M.G.L. c. 30B](#)

[M.G.L. c. 41, § 57](#)

[M.G.L. c. 268A](#)

State Ethics Commission's webpage [Disclosure Forms for Municipal Employees](#)

Inspector General's webpage [Procurement Assistance](#)

U.S. Office of Management and Budget, December 2013 [Omni Circular](#)

EFFECTIVE DATE

This policy was adopted on [date].

RECONCILIATIONS

PURPOSE

To ensure transactions are in balance, to mitigate fraud, and to safeguard general ledger accuracy, financial officers must conduct regular reconciliations of their accounting records, and these must be reconciled to the general ledger. Although each financial officer is responsible for maintaining independent records of his or her office's transactions, they are also collectively accountable for the overall accuracy of Ludlow's financial records. Failure to reconcile cash, receivables, and withholdings hampers the Town's ability to produce reliable reports, close its books, make timely submissions to the Division of Local Services (DLS), and complete audits. In addition, unresolved variances reduce the amount of certified free cash and may result in significant deficiency findings by the independent auditor.

APPLICABILITY

This policy applies to the Town Accountant, Treasurer, Collector, their designees (if any), and all departments that use special revenue funds or have accounts receivable responsibilities (e.g., Water, Police, etc.).

POLICY

At minimum on a quarterly basis, the Treasurer, Collector, and department heads with accounts receivable duties will internally reconcile their respective accounting records and subsequently reconcile them with the Town Accountant according to the guidelines and periodic time frames outlined in this policy.

A. Cashbook Reconciliation

To ensure an accurate accounting of all revenue activity, the Treasurer will maintain a cashbook that reflects up-to-date and accurate information for all cash and assets. To do so, the Treasurer will make certain that all cash receipts, disbursements, transfers, and interest are recorded in the cashbook within [five business days] of each transaction. The Treasurer will reconcile cashbook accounts to their corresponding bank accounts within [five days] of receiving monthly bank statements. These will include zero-balance vendor and payroll bank accounts, whose balances must equal the outstanding checks at the end of any month.

The Treasurer will identify all reconciling items, including deposits in transit, bounced and voided checks, and discrepancies between the cashbook and financial institutions, and will correct them when appropriate. The Treasurer will then forward the reconciled cashbook balances in an Excel report to the Town Accountant and, when necessary, forward an additional [Schedule of Receipts] for any adjustments made.

B. Payroll Withholdings Reconciliation

Payroll withholdings include federal and state taxes, child support and other wage assignments for legal obligations, deferred compensation, optional insurances, association dues, and other employer-sponsored options, which are all itemized in separate general ledger accounts. The Treasurer must verify and reconcile all withholdings recorded in Munis to the actual disbursements.

The Treasurer will report specific payroll deductions subject to vendor invoices, such as health insurance, to the Town Accountant for recording in the general ledger. To reduce the risk to the Town for liabilities in excess of deductions, the Treasurer will conduct monthly reconciliations of those deductions and identify any discrepancies prior to remitting invoices for payment. The Treasurer will make any necessary payroll changes or adjustments and provide the details of these activities to the Town Accountant.

C. Accounts Receivable Reconciliation

Accounts receivable are outstanding monies owed to the Town, whether from committed bills (i.e., taxes, excises, water charges) or from uncommitted department invoices (e.g., police details). To ensure these assets are accounted for and balanced, the Collector and any department head with accounts receivable duties (each referred to here as “record-keeper”) will make certain that all cash receipts are recorded timely, maintain a control record for each receivable type and levy year, and verify the detail balance agrees with the receivable control.

The receivable control is a record of original entry in which the record-keeper reduces a commitment according to collections, abatements, and exemptions and increases it by refunds issued. To maintain accuracy, the record-keeper must review the detailed list of receivables, identify credit balances as prepaid amounts or investigate them for possible correction, and reconcile the control balance to the detail.

Whenever these records do not agree, the record-keeper must determine the discrepancy by:

- Verifying the various transactions (commitments, abatements, refunds, chargebacks) against their supporting documents
- Comparing the total amount of posted payments to the turnovers accepted by the Treasurer
- Determining whether any revenues were incorrectly recorded as payments to the commitment, such as interest and fees

The record-keeper will forward a copy of the internally reconciled accounts receivable balances to the Town Accountant. For the Collector, this is the Schedule of Outstanding Receivables.

D. Special Revenue Reconciliation

Governed by various state statutes, special revenue funds are specific revenues segregated from the general fund and earmarked for specific purposes. They include gifts and grants from governmental entities, individuals, and organizations; revolving funds; and receipts reserved for appropriation. To ensure these funds are balanced, department heads with responsibility for special revenue funds will verify that all revenues turned over to the Treasurer, expenditures authorized for payment by the Town Accountant, and properly authorized transfers are recorded for the period. These department heads will subsequently provide the Town Accountant with quarterly reconciliation reports on the funds.

E. General Ledger Reconciliation

To achieve the core objective of maintaining the general ledger’s integrity, the Town Accountant must regularly reconcile it with the separately maintained accounting records outlined in Sections A – D

above. In addition, it is the Town Accountant's responsibility to review all accounts analytically from time to time for reasonableness and to identify unusual activity.

The general ledger's cash accounts should reflect only those transactions reported to the Town Accountant by the Treasurer, so that in theory, the general ledger should be in balance with the cashbook. However, errors may occur due to omitting transfers or transactions or applying them in the wrong amounts or to the wrong accounts. Whenever the Town Accountant identifies a discrepancy between the general ledger and the cashbook, the following steps must be taken in conjunction with the Treasurer to determine the cause:

- If the total amount of revenue reported in the cashbook does not agree with the amount recorded in the ledger for that month, the Treasurer must verify that his monthly Schedule of Receipts reports agree by detailed amount and classification with the cashbook and correct any errors.
- Compare the total amount of warrants paid during the months of the quarter as recorded in the cashbook with the total recorded in the ledger for the same period. The last warrant paid must be the last one recorded; otherwise, a timing problem will create a discrepancy.
- If the records still do not agree, the Treasurer and Town Accountant must trace each entry to the ledger until the variance is determined.

All receivable records must also be reconciled to the Town Accountant's general ledger. If a given receivable control has been internally reconciled, any discrepancy must be in the general ledger, so the Town Accountant must:

- Review the commitments, charges, payments, abatements, refunds, reclassifications, and adjustments in the general ledger, as appropriate for the particular control.
- Verify whether receipts are recorded to the correct type and levy year.
- Verify the dates that activities were recorded.

The Town Accountant's receivable accounts in the general ledger should reflect the transactions provided by each particular record-keeper. Therefore, the above steps must resolve any discrepancies between the receivable control and the ledger. If they do not, the record-keeper and Town Accountant must trace each ledger entry until they determine the reason for variance.

The Town Accountant will verify that all special revenue fund reconciliations match the general ledger. The responsible department head and Town Accountant must research any discrepancy and correct the record(s) as appropriate.

F. Time frames and Documentation

Employees subject to this policy will complete reconciliations of their internal accounting records early each month so that subsequent reconciliations to the general ledger take place no later than [the 15th] of the month following the one being reconciled. At each quarter-ending month, the Town Accountant will extend the cash reconciliation process to individually reconcile every general ledger account that directly corresponds to a specific bank account (e.g., stabilization funds, trust funds, guarantee bond deposits).

Each general ledger reconciliation will be documented by a worksheet cosigned by the two parties. If, at that time, any variance has not yet been fully resolved, this must be noted, along with a work plan and timetable for resolution. The Town Accountant will submit the collective set of reconciliation worksheets to the Town Administrator at each month's end.

G. Audit

All reconciliation activities are subject to audit by Ludlow's independent auditor.

REFERENCES

DLS Best Practice: [Reconciling Cash and Receivables](#)

Massachusetts Collectors & Treasurers Association: [Treasurer's Manual](#) and [Collector's Manual](#)

Ludlow Revenue Turnover policy

EFFECTIVE DATE

This policy was adopted on [date].

REVENUE TURNOVER

PURPOSE

To safeguard Town assets and maximize cash flow, this policy provides guidelines for departments to turn over receipts to the Treasurer. Included are details of internal controls designed to provide reasonable assurance that the Town's revenues are properly and timely secured, recorded, and deposited in Town bank accounts.

APPLICABILITY

This policy applies to the Treasurer, as the Town's cash manager, as well as to all individuals within each department assigned responsibility for handling payments. It further applies to the Town Accountant's duty to keep the general ledger up to date. It pertains to all cash, check, credit card, and other forms of payment received by all Town departments for taxes, excises, fees, charges, and intergovernmental receipts.

POLICY

The head of each department that receives payments is responsible for instituting and employing internal controls designed to ensure that all receipts are recorded accurately, kept secure from loss or theft, and turned over timely to the Treasurer. The Board of Selectmen will ensure that surety bonds are maintained for all individuals responsible for handling payments to indemnify the Town from potential lost revenue. Each department will turn over at least weekly and sooner than that when receipts total [\$300] or more. At month-end, departmental staff will turn over all revenues no later than [11:00 am] on the last business day of the month. All cash management activity is subject to review by the Town Accountant and independent auditor.

A. Receiving Payments

Using prenumbered receipt books, assigned departmental staff must issue a receipt for every payment received, even when the payer attempts to refuse it. These departmental staff must also identify the forms of payment (check, cash, or credit card) in their receipt books. As the exception, employees in the Collector's office receiving taxes and other collections from the public need only issue receipts for cash payments.

B. Turning Over Revenues

Departmental staff will fill out a Schedule of Payments to the Treasurer form (i.e., the turnover form) and obtain the department head's signature on it. Every listed receipt should tie back to a receipt book entry and to the receipt summary reports maintained by the department head. Departmental staff will deliver the turnover package in person and at no time may leave any unattended turnovers in the Treasurer's office or elsewhere in Town Hall.

When the Treasurer has accepted the turnover, the department employee will receive a copy of the turnover form with the Treasurer's signature. The employee will retain this copy on file. On a daily basis, the Treasurer will scan and deliver electronically to the Town Accountant copies of the day's turnover forms. The Town Accountant will refuse to accept any turnover that does not have the Treasurer's signature.

The head of every department that receives payments will review the Town Accountant's monthly revenue reports to verify all turned over receipts have been accurately recorded in the appropriate general ledger accounts and report any discrepancies to the Town Accountant.

C. Receiving Turnovers

When presented with the turnover, the Treasurer will count the receipts in the presence of the employee doing the turnover. Any inaccuracies will be corrected on the form at that time and initialed by both parties. The Treasurer will then sign the form, scan it, make a copy, retain the original, and return the copy to the departmental employee.

Within 24 hours of accepting a turnover, the Treasurer will post the receipt data in the appropriate Munis module. At the close of each business day, the Treasurer will review the Munis postings, turnover documents, and receipts, update the cashbook, and create a deposit package. No less than weekly, the revenues will be deposited at the bank. Until the deposit is completed, the Treasurer will ensure that all receipts are secured at all times, either in a cash drawer, or, if being held overnight, in a safe.

Monthly, the Treasurer will generate a Schedule of Receipts report in Munis and submit it to the Town Accountant. After receiving this report, the Town Accountant will compare the turnover forms received from departments with the receipt data posted by the Treasurer in Munis and contact the Treasurer or appropriate departmental employee about any discrepancies. After verifying the information by this process, the Town Accountant then posts the receipt data to the general ledger.

D. Insufficient Funds

Upon notification from the bank of an insufficient check or an invalid or otherwise unpaid electronic funds transfer (EFT), the Treasurer will enter a negative deposit to the original revenue account in Munis and notify the department responsible for the turnover. The Treasurer will also make a reversal entry in the cashbook, assigning it to the appropriate bank account.

The Treasurer will notify the issuer in writing of the bounced check or rejected EFT. Payment of the original amount plus a [\$25.00] penalty is due in [10] days and must be in the form of cash, money order, or certified check.

It is the department head's (or designee's) responsibility to follow up on collecting the amounts owed. If the payment was for a license or permit, the department will suspend the license or permit until the original amount and penalty have been paid. If it was for a committed receipt (e.g., tax bill), the committed amount will be reinstated by the appropriate official and the usual collection procedures followed.

E. Reconciliation

In accordance with the Town's Reconciliations policy, the Treasurer will reconcile the cashbook with bank statements and provide a summary of cashbook balances to the Town Accountant monthly.

F. Audit

All cash management activity is subject to review by the Town Accountant and Ludlow's independent auditor.

REFERENCES[M.G.L. c. 41, § 35](#)[M.G.L. c. 41, § 57](#)[M.G.L. c. 44, § 69](#)[M.G.L. c. 60, § 57A](#)

Ludlow Reconciliations policy

Massachusetts Collectors & Treasurers Association's [Treasurer's Manual](#) and [Collector's Manual](#)

EFFECTIVE DATE

This policy was adopted on [date].

TAX ENFORCEMENT

PURPOSE

To provide guidance for equitably enforcing tax obligations and set expectations for local taxpayers and applicable Town employees, this policy clearly defines when and how the Town will transition unpaid property taxes from tax title through to foreclosure. It is in the best interest of the Town and its residents that property taxes be paid when due. The Town budget is set in anticipation of the collection of taxes, and taxes not paid by some property owners shift the cost burden onto others. The Town recognizes that individuals may go through periods of financial difficulty, but any taxpayer who becomes delinquent will be encouraged to find alternative resources to pay in full as soon as possible.

APPLICABILITY

This policy applies to the Collector's and Treasurer's relevant job duties, including the Treasurer's responsibility for managing services contracted through the Town's tax title attorney. Tax enforcement applies to all Ludlow real estate property owners whose taxes or sewer charges are not exempt.

POLICY

The Town intends to timely pursue all legal methods to collect taxes from delinquent property owners with the aim of achieving a property tax collection rate of [98] percent by fiscal year-end. A tax delinquency is defined as a bill outstanding at least one year and one day after its final due date, and it represents a lien on property that remains in effect until all taxes, interest, and fees have been paid in full. The costs of all collection methods are added to the real estate tax bill and property lien. The Town will also periodically pursue foreclosure actions with the primary objective of receiving all monies due.

A. Demands

Final taxes are due to be paid as of May 1 each year (the due date for the second, semiannual tax bill). No later than June 1, the Collector will issue demand notices to all assessed property owners who have failed to pay in full, have not been granted full exemptions, and do not have automatic stays on record due to bankruptcy filings. Taxpayers are responsible for notifying the Town in writing of any mailing address changes.

B. Tax Taking

The Collector will begin the tax taking process within 60 days of the demand notice. State law allows the process to begin as soon as 15 days after the demand, but, in every case, the Collector must complete the takings within 3½ years from the end of the fiscal year for which the taxes were assessed to secure, or perfect, the tax liens. The Collector shall carefully document the taking process to preserve the Town's rights for future actions.

The Collector will send at least one enforcement letter to delinquent property owners as a courtesy to potentially avoid a tax taking advertisement. If this does not result in full remittance by September 1, the Collector will publish a Notice of Tax Taking in a local newspaper and post the notice in two or more convenient, public places, The Collector will publish notices in The Ludlow Register and post

them publically on bulletin boards at town hall and the local post office. From this point forward only cash, certified check, or cashier's check are acceptable forms of payment.

Within 60 days of the tax taking announcements, the Collector will prepare an Instrument of Taking form for each delinquent property and record it at the Registry of Deeds, the recording of which perfects the tax lien. After receiving the recorded Instruments back from the Registry, the Collector will notify the affected property owners of the liens by sending each of them a letter and a photocopy of the Instrument. The Collector will provide copies of the List of Recorded Takings to the Treasurer and Town Accountant.

C. Subsequent Taxes

After the demand bill and before June 15 each year, the Collector will certify all unpaid taxes for parcels of real estate taken into tax title for nonpayment of taxes in prior years and not yet redeemed and put them in a Subsequent Tax Takings report. The Collector will provide copies of the report to the Treasurer and Town Accountant and retain one on file.

D. Interest, Fees, and License Revocation

All delinquent taxpayers are subject to charges, which the Collector will add to their accounts and tax bills. These include interest accrued to the date of tax taking, advertising fees, certified mailing costs, legal fees, and all recording fees.

The Collector will create a list of all the individuals who are delinquent in paying taxes or other charges and provide it to the Town departments, boards, and committees that issue licenses and permits. These authorities will review the list to deny, suspend, or revoke delinquent taxpayers' licenses and permits.

E. Tax Title Payment Agreements

This section is subject to the adoption of a tax title payment agreement bylaw, [M.G.L. c. 60, § 62A](#).

The Treasurer will pursue and establish payment agreements for parcels in tax title to allow delinquent taxpayers to pay off their tax liens over time. The Treasurer will actively monitor compliance with all such agreements, which will have the following features in common:

- *Signed agreement between the Treasurer and taxpayer*
- *Upfront payment of at least 25 percent of the full balance owed*
- *Specific amount to be paid each month*
- *Incorporation of payments for the current tax bill*
- *Agreement term not exceeding five years*
- *Statement that defaulting on the agreement will immediately trigger foreclosure action by the Town*

For taxpayers who fully comply with their payment agreements, the Treasurer will waive [50 percent] of the interest accrued on their tax title accounts.

F. Redemption or Foreclosure

The primary policy goal of the foreclosure process is to receive the outstanding amounts owed. At least once every year, the Treasurer will review all tax title properties that are older than 180 days and do not have payment agreements or bankruptcy recordings. From these, the Treasurer will identify all properties of significant value to process for potential foreclosure in Land Court. To do this, the Treasurer will thoroughly verify the properties' enforcement histories before referring them to the tax title attorney, beginning with those with the largest amounts of taxes owed.

As manager of the service contract, the Treasurer will ensure the tax title attorney complies with the objectives laid out in this policy section. The Treasurer will work with the tax title attorney to prepare parcels in tax title status for foreclosure, beginning by providing each Instrument of Taking. The tax title attorney will research the tax title properties and also mail new collection enforcement letters to the taxpayers telling them of the importance of redeeming the property and warning of potential foreclosure action.

If a taxpayer or other party pays the outstanding amount on a tax title property, the Treasurer will prepare an Instrument of Redemption and file it at the Registry of Deeds, which removes the lien. Redemption can only be done prior to the property being foreclosed. If the obligation remains unpaid, the tax title attorney will proceed with foreclosure action in Land Court, possibly resulting in auctioning of the property.

In addition to Land Court foreclosure referrals, the Treasurer is responsible for completing foreclosures on any properties below the "Land of Low Value" threshold, which is annually updated each spring by the Division of Local Services (DLS).

REFERENCES

[M.G.L. c. 60, § 6](#)

[M.G.L. c. 60, § 16](#)

[M.G.L. c. 60, § 50](#)

[M.G.L. c. 60, § 53](#)

[M.G.L. c. 60, § 54](#)

[M.G.L. c. 40, § 57](#)

[M.G.L. c. 60, § 61](#)

[M.G.L. c. 60, § 62](#)

[M.G.L. c. 60, § 62A](#)

[M.G.L. c. 60, § 63](#)

[M.G.L. c. 60, § 76](#)

[M.G.L. c. 60, § 77](#)

[M.G.L. c. 60, § 79](#)

[M.G.L. c. 60, § 80](#)

Ludlow Bylaws, Article XVI: Denial, Revocation, Suspension of Local Licenses and Permits

DLS Best Practice: [Enforcing Collections](#)

DLS Guidance: [Local Tax Collection FAQs](#)

DLS Informational Guideline Releases 03-210: [Collection Costs and Procedures](#), 05-208: [Payment Agreements and Tax Receivable Assignments](#) and [Land of Low Value Foreclosure Valuation Limit](#) (updated annually)

Massachusetts Collectors & Treasurers Association: [Treasurer's Manual](#) and [Collector's Manual](#)

EFFECTIVE DATE

This policy was adopted on [date].

TAX RECAPITULATION

PURPOSE

To ensure the Town timely and appropriately charges taxes to property owners in support of the annual budget, this policy sets forth the roles, responsibilities, and deadlines associated with the tax recapitulation ("tax recap") process. A timely and accurate annual tax recap helps ensure the Town complies with state statutes, prevents workflow disruptions in its financial offices, and avoids any temporary borrowing costs associated with cash shortfalls.

APPLICABILITY

This policy applies to the Board of Selectmen in its policymaking and management responsibilities and to the Board of Assessors in its role as principal overseer of the tax recap process. It also applies to the related job duties of the Town Administrator, Town Accountant, Assistant Assessor, Treasurer, and Town Clerk.

BACKGROUND

The property tax levy is Ludlow's largest source of revenue, which therefore makes the tax recap a vital component of the Town's fiscal operations. The Assessing Department oversees two core phases: property valuation and tax rate setting. However, the full process begins with town meeting, involves many other local officials, and requires careful management, teamwork, and cooperation.

The tax recap forms and schedules present the Town's annual budget plan for the fiscal year. They summarize all appropriations made by town meeting since the previous year's tax rate was set and identify all non-property-tax revenue sources, such as state aid, local receipts, and reserves. The difference between these sources and the total budgeted appropriations must be raised through the property tax levy.

By completing the tax recap and submitting it to the Division of Local Services (DLS) for approval, the Town establishes its property tax levy and sets the tax rate for the year. The Town may issue actual tax bills only after DLS reviews the recap and approves the tax rate.

POLICY

At the Town Administrator's direction, Ludlow's financial team will annually complete the tax recap process no later than [November 30]. The Town Administrator will develop a realistic plan and timetable to meet these deadlines and keep the Board of Selectmen apprised of progress.

A. Preparation and Town Meeting

A successful tax recap process starts with a balanced annual budget, valid funding sources, and proper town meeting actions, which will be accomplished as follows:

- The Board of Selectmen, in coordination with Town Counsel, will assure the production of a properly written town meeting warrant that will allow town meeting voters, under the Town Moderator's oversight, to properly authorize annual budget appropriations funded by specific revenue sources (e.g., raise and appropriate, free cash, stabilization, etc.).
- The Board of Selectmen will ensure that any annual increase in the tax levy does not exceed the maximum allowed under Proposition 2½.

- The Town Accountant and Board of Selectmen will verify that the proposed budget is balanced.
- The Town Accountant will prepare a schedule of funds available for appropriation by town meeting.
- The Treasurer and Town Counsel will ensure any debt issuance authorizations are proper.
- The Board of Selectmen will ensure that any proposal for a general override or a debt, capital, or special purpose stabilization fund exclusion is properly presented in the town meeting warrant and, if passed, put to a town-wide referendum.

Whereas the budget is typically adopted at the spring annual town meeting, all appropriations and borrowings approved at this and any special town meetings not recorded in the previous tax rate must be included in the current tax recap process.

B. Recording Legislative Actions

To allow time for any required corrective measures, the following tasks will be completed within [two weeks] after town meeting:

- The Town Clerk will record and certify the voting minutes of all town meetings held since the last tax rate was set.
- The Town Accountant will review the Town Clerk's certified town meeting minutes to ascertain all the voter-authorized appropriation amounts for the tax recap period.
- When the Town Clerk and Town Accountant are in agreement on the summarized appropriation totals by revenue category, the Town Clerk will enter the amounts into the DLS Gateway system (page 4 of the tax recap).
- From the certified town meeting authorizations, the Town Accountant will complete the following Gateway forms:
 - enterprise estimated revenues and appropriations (Schedule A-2)
 - enterprise receipts and appropriations (Schedule A-2)
 - free cash used (Form B-1)
 - available funds used (Form B-2)
- When applicable, the Town Accountant will include free cash voted to reduce the current tax rate on page 2 of the tax recap.
- When applicable, the Treasurer will prepare the debt exclusion report, including any use of reserved bond premiums (Form DE-1), and report any reserved bond premium amounts used as funding sources (Form B-2).

C. Tax Recap Entries done after the Fiscal Year-end Closing

Within two weeks of closing the books for the fiscal year, the Town Accountant will do the following to complete the tax recap:

- Report all deficits or other expenditures that must be funded, including debt and snow and ice (page 2 of the tax recap).
- Record the actual amounts received for each type of local receipt (page 3, column (a) of the tax recap).
- Enter estimated local receipts using the revenue projections from the budget approved at annual town meeting (page 3, column (b) of the recap).

- Enter the actual enterprise revenues for the prior fiscal year (Schedule A-2)

D. Property Value Certification

Assessors must value all taxable real and personal properties and classify them into one of four classes (residential, open space, commercial/industrial, or personal) based on their use as of January 1. To do this, the Assistant Assessor will:

- Complete the property sales report (Form LA-3) for all sales over \$1,000 and submit it to DLS for approval.
- Analyze market conditions and set final property values in compliance with DLS certification standards.
- Report the total assessed valuations for real and personal properties by class in Form LA-4 (which Gateway then automatically imports into page 1 of the tax recap).
- Report fiscal year tax base growth used to determine the levy limit under Proposition 2½ in Form LA-13 (automatically imported into the Levy Limit Worksheet).
- Update any prior-year omitted and revised assessments that included growth in Form LA-13A (automatically imported into the Levy Limit Worksheet).

The Assistant Assessor will submit the above forms to DLS for review and certification.

E. Tax Rate Setting

After DLS has certified property values, the Board of Selectmen will hold a public hearing to decide tax policy. At this classification hearing, the Board of Selectmen may vote for a single tax rate, which thereby allocates the tax levy proportionately across all property classes, or for a shift of the tax burden between the four classes. Leading to this hearing, the following must be done:

- The Assistant Assessor and Town Accountant prepare an overlay analysis (Form OL-1).
- The Board of Assessors estimates and votes the amount of overlay to raise.
- The Board of Assessors prepares a financial analysis of the various tax alternatives.
- The Town Clerk publishes an advance notice of the hearing and reports this on Form LA-5.
- The Board of Selectmen votes on residential, small commercial, and open space exemptions.
- The Board of Selectmen acknowledges excess levy capacity (Form LA-5).

F. Review and Submittal to DLS

The Board of Assessors, working through the Assistant Assessor, is responsible for submitting all forms and supporting documents to DLS for tax rate approval. To do this:

- The Assistant Assessor and Town Accountant will review all schedules, verify signatures, and verify that all proper documents are attached.
- The Town Accountant will ensure that all budget authorizations are represented and accurately reconcile to the amounts reported in the tax recap schedules.

G. Tax Commitment Creation

After DLS notifies the Town that the tax rate has been approved, the Assistant Assessor will create a tax commitment list and warrant duly signed by the Assessing Board members and refer it to the Collector to generate the actual tax bills.

REFERENCES

[M.G.L. c. 40, § 56](#)

[M.G.L. c 40A, § 11](#)

[M.G.L. c 41, § 115A](#)

[M.G.L. c. 59 § 5C](#)

[M.G.L. c. 59, § 21C](#)

[M.G.L. c. 59, § 25](#)

DLS Training Publication: [New Officials Financial Handbook](#) and [Assessors Course 101 Handbook Chapter 5: Setting the Tax Rate](#)

EFFECTIVE DATE

This policy was adopted on [date].

YEAR-END CLOSING

PURPOSE

To ensure local officials have accurate financial data in adequate time to make necessary budgetary decisions, the Town must properly close its books promptly after the fiscal year ends. Failure to adhere to a timely schedule delays the completion of closing entries, trial balances, reconciliations, account analyses, and financial reporting. As an important reserve, the Town's annual free cash cannot be certified expeditiously and accurately unless applicable employees adhere to best practice year-end schedules and procedures. To meet these objectives, this policy specifies the tasks that must be completed, their associated deadlines, and the parties responsible.

APPLICABILITY

This town-wide policy applies to the responsibilities of all department heads in managing and reporting on their budgets and assets. It further applies to the related year-end compilation, reconciliation, and/or oversight duties of the Town Administrator, Town Accountant, Treasurer, and Collector. Additionally, it pertains to the budget transfer authority of the Board of Selectmen and Finance Committee.

POLICY

The Town Administrator will hold every department head accountable for timely and accurately completing the year-end tasks applicable to each as outlined in this policy. Annually no later than May 15, the Town Administrator will email this policy to all department heads as a reminder of year-end expectations. The Town Administrator will subsequently oversee the coordination of the various year-end task components under the time frames and procedures outlined below. All facets of the year-end closing detailed here will be accomplished no later than October 31 each year.

A. Review of Grant Balances, Other Special Appropriations, and Special Revenue Accounts

By May 15, the Town Accountant will distribute management reports of all grant, special appropriation, and special revenue accounts to the responsible department heads to solicit status updates on them. Each such department head will notify the Town Accountant in writing of any completed project with an unexpended balance so that she may close its account to fund balance (or to a special revenue source, if appropriate). Alternatively, if any completed project's account is in deficit, the department head will notify the Town Accountant in writing; provide funding source(s), and state when it will be resolved so that she can plan for closing the account.

The Town Accountant will carefully review any special appropriation account remaining open but inactive in the general ledger for more than two fiscal years to ensure it does not serve as an unauthorized special revenue funding source.

B. Year-end Encumbrances

By June 1, the Town Accountant will email all department heads advising them to submit all available invoices by June 30 and to provide notification of any pending obligations remaining from the fiscal year. With proper documentation, the Town Accountant will only encumber funds that have been

committed to specific purchases (by purchase orders), services (by service agreements), projects (by contracts), or salary as of June 30.

C. Capital Project Reviews, Capital Asset Updates, and Borrowings

As of March 1, the Town Accountant will review all capital project accounts to ensure that any internal borrowings done in anticipation of short- or long-term debt issuances have been covered. For any identified deficits:

- If debt had been authorized, the Town Accountant will notify the Treasurer to initiate a short-term borrowing in an amount sufficient to cover the deficit no later than June 30.
- If debt had not been authorized, the Town Accountant will refer the shortfall to the Town Administrator to either submit it for a debt authorization or appropriation from available funds by town meeting or for a line-item transfer by the Board of Selectmen and Finance Committee (see section D below).

By June 15, the Town Accountant will distribute via email a capital asset list to department heads along with next-step instructions. By no later than August 1, each department head with capital assets will respond by forwarding to the Town Accountant an asset update report with notes confirming the existing data, making additions, and/or noting appropriate deletions, along with narrative explanations. The Town Accountant will update the Town's capital asset inventory based on the returned information.

D. Year-end Transfers

The Town Accountant will pay close attention to any appropriation deficits that may be rectified through line-item transfers and notify the Town Administrator. No earlier than May 1 and no later than July 15, the Town Administrator will put any necessary transfer request on the Finance Committee's meeting agenda, followed by the Board of Selectmen's meeting agenda, for their authorizations by majority votes.

E. Closing the Books

No later than August 31, the Town Accountant will do the following to close the books:

- Conduct a reconciliation of each fund type in turn (including transfers between funds) and, when completed, close each fund in the general ledger.
- Zero out all open encumbrances from the prior fiscal year.
- Verify the new opening balances of all special revenue funds.
- Calculate the general fund's unreserved fund balance.

F. Submissions to the Division of Local Services (DLS)

Submissions to DLS will comply with the time frames listed below.

Town Accountant:

- | | |
|---|--------------|
| ▪ Snow and ice data sheet | September 15 |
| ▪ Combined balance sheet and supporting documents | September 30 |
| ▪ Schedule A | October 31 |

Town Accountant, Treasurer, and Collector:

- | | |
|---------------------------------------|--------------|
| ▪ Statement of indebtedness | September 30 |
| ▪ Treasurer's year-end cash report | September 30 |
| ▪ Cash reconciliation | September 30 |
| ▪ Schedule of outstanding receivables | September 30 |

REFERENCES

[M.G.L. c. 44, § 33B](#)

[M.G.L. c. 64, § 64](#)

[M.G.L. c. 59, § 5](#)

Ludlow policies on Tax Enforcement, Grants Management, and Reconciliations

DLS Informational Guideline Release 17-13: [Appropriation Transfers](#)

Governmental Accounting Standards Board Statement 1: [Objectives of Financial Reporting](#)

Government Finance Officers Association Guidance: [Timely Financial Reporting](#)

EFFECTIVE DATE

The policy was adopted on [date].

POLICY LOG

Policy	Adopted	Last Reviewed	Amended
Ambulance Receivables			
Antifraud			
Capital Planning			
Debt Management			
Financial Reserves			
Forecasting			
Grants Management			
Indirect Cost Allocation			
Investments			
Other Post Employment Benefits Liability			
Procurement Conflict of Interest			
Reconciliations			
Revenue Turnover			
Tax Enforcement			
Tax Recapitulation			
Year-End Closing			

Municipal Calendar

Abbreviations Defined

DLS	Division of Local Services
BLA	DLS Bureau of Local Assessment
BOA	DLS Bureau of Accounts
CPA	Community Preservation Act
DESE	Department of Elementary and Secondary Education
EQV	Equalized Valuation
NSS	Net School Spending

July

1	Collector	Mail Annual Preliminary Tax Bills Per M.G.L. c. 59, § 57C , mail annual preliminary tax bills by this date. The Collector may include the 1 st and 2 nd quarter bills in a single mailing.
1	Assessors and Accountant	Begin Compiling Data for the Tax Rate Recapitulation Sheet (the recap)
15	Accountant and Treasurer	Deadline to Process all Prior-Year Unencumbered Expenditures Per M.G.L. c. 44, § 56 , this is the deadline to record and pay all unencumbered expenditures incurred as of June 30.
15	Pipeline Company; Telephone / Telegraph Co.	Deadline for a Pipeline Company or a Telephone/Telegraph Company to Appeal the Commissioner's Valuations
20	BLA	Notification of Changes in Proposed EQVs (even years only)

August

1	Taxpayer	Deadline for Paying 1st Quarter Tax Bill Per M.G.L. c. 59, § 57C , this is the deadline to pay the 1st quarter preliminary tax payment without interest for bills that were mailed by July 1. If the bills were mailed between July 2 and August 1, this payment is due 30 days after the mailing date, and the 2nd quarter payment is due November 1. If the bills were mailed after August 1, the preliminary tax is due as a single installment on November 1 or 30 days after the bills were mailed, whichever is later.
1	Taxpayer	Deadline for Submitting Annual Boat Excise Return
10	Assessors	Deadline for Appealing EQVs to the Appellate Tax Board (even years only)
31	Accountant	Close Prior-Year Books by this Date

September

15	Accountant	Submit Snow & Ice Data Sheet
15	Assessors	Submit Property Sales Report (recommended date)
30	Accountant and Treasurer	<p>Submit Balance Sheet and other Reports for Free Cash Certification The Accountant, Treasurer, and Collector coordinate to submit a balance sheet to BOA, along with:</p> <ul style="list-style-type: none"> ▪ Statement of Indebtedness ▪ Treasurer's Year-end Cash Report ▪ Cash Reconciliation Form ▪ Schedule of Outstanding Receivables

October

1	Collector	<p>Mail Preliminary Tax Bills for 2nd Quarter The Collector mails these bills if the 2nd quarter bills were not included in the July 1 mailings.</p>
1	Taxpayer	<p>Deadline for Applying to Have Land Classified as Agricultural/Horticultural Land or Recreational Land Under M.G.L. c. 61A, §§ 6 and 8 and c. 61B, §§ 3 and 5, this is the deadline to apply to the Assessors to have land valued, taxed, and classified as agricultural/horticultural or recreational land in the next fiscal year. Taxpayers who miss this deadline have until 30 days after the mailing of the actual tax bills to apply to the Assessors.</p>
1	Taxpayer	<p>Deadline for Submitting Forest Land Certification and Management Plan As set by M.G.L. c. 61, § 2, this is the deadline to submit to the Assessors the State Forester's certification and approved management plan to have land classified as forest land for 10 years beginning in the next fiscal year.</p>
15	Assessors	Submit New Growth, Amended Tax Base Levy Growth, and Final Valuations Reports to BLA (recommended date)

November

1	Taxpayer	<p>Deadline for Paying 2nd Quarter Tax Bill Per M.G.L. c. 59, § 57C, this is the deadline to pay the 2nd quarter tax payment without interest.</p>
1	Selectmen and Assessors	<p>Hold Classification Hearing (recommended date) At this public hearing, the Board of Selectmen decides whether to apply uniform or different tax rates to the various classes of real and personal property after considering information presented by the Assessors.</p>
30	Assessors	Submit Tax Recap and all Schedules to BOA
30	Accountant	Submit Schedule A to BOA

Failure to file Schedule A by this date may result in the withholding or forfeiture of state aid.

December

- | | | |
|----|---------------------|--|
| 31 | Water Commissioners | Deadline for Betterments to be included on Next Year's Tax Bill (M.G.L. c. 80, § 13 , c. 40, § 42I and c. 83, § 27) |
| 31 | Assessors | Mail 3ABC Forms to Charitable Organizations and Forms of List to Personal Property Owners |
| 31 | Collector | Deadline for Mailing Actual Tax Bills
Mail actual tax bills by this date. The Collector may include the 3 rd and 4 th quarter bills in a single mailing. |

January

- | | | |
|----|------------------|--|
| 31 | Pipeline Company | Deadline for Pipeline Company to File Form of List with BLA |
|----|------------------|--|

February

- | | | |
|---|----------|--|
| 1 | Taxpayer | Deadline to Pay 3rd Quarter Tax Bill
Per M.G.L. c. 59, § 57C , this is the deadline to pay the 3 rd quarter actual tax bill without interest unless the bills were mailed after December 31. If mailed after December 31, the actual tax is due as a single installment on May 1 or 30 days after the bills were mailed, whichever is later. |
| 1 | Taxpayer | Deadline to Apply for Property Tax Abatement
According to M.G.L. c. 59, § 59 , abatement applications are due on February 1 unless actual tax bills were mailed after December 31. In that case, they are due May 1 or 30 days after mailing, whichever is later. |

March

- | | | |
|---------------|----------------------------------|---|
| 1 | Personal Property Owner | Deadline to Submit Personal Property Form of List
The Assessors may extend this deadline to a date no later than the date abatement applications are due. |
| 1 | Telephone / Telegraph Co. | Deadline for Telephone / Telegraph Company to File Form of List
BLA may extend this deadline to a date no later than April 1. |
| 1 | Charitable Organization | Deadline to Apply for Property Tax Exemption using Form 3ABC
The Assessors may extend this deadline to a date no later than the date that abatement applications are due. |
| 1 | Board of Selectmen | Request Determination of Overlay Surplus (recommended date)
Within 10 days of this request, the Assessors must determine if a surplus exists, and if so, vote to certify the surplus amount and notify the Accountant of the vote so that the amount can be transferred to the overlay surplus account. |
| Fourth Monday | Town Clerk and Registered Voters | Annual Town Election |

Per Town bylaws, Chapter I: Section 6, Ludlow holds its annual election of town officers on the fourth Monday in March.

April

1	Collector	Mail 4th Quarter Tax Bills The Treasurer/Collector mails these bills if the 4th quarter bills were not included in the December mailings.
1	Taxpayer	Deadline to Apply for Property Tax Exemptions for Persons, Residential Exemptions, and Small Commercial Exemptions This is the deadline to apply to the Assessors if actual tax bills are mailed on or before January 1. If mailed after January 1, taxpayers have three months from the mailing date to file exemption applications.
14 Days before Town Meeting	Constable	Post Warrants for Annual Town Meeting Per Town bylaws, Chapter XX, the Town posts the warrant at the Town Hall, Town Office Building, G.A.R. Memorial Library, Post Office, and Laurel Grange at least 14 days prior to the annual town meeting.

May

Second Monday	Town Meeting	Annual Town Meeting Per Town bylaws, Chapter I: Section 1, Ludlow holds its annual town meeting on the second Monday in May.
1	Accountant or Treasurer	Notification of Amount of Debt Due in Next Fiscal Year As required by M.G.L. c. 44, § 16 , the Accountant or Treasurer/Collector must notify the Assessors of all debt due in the next fiscal year.
1	Town Clerk	Certify Appropriations The Town Clerk should certify appropriations as soon as possible after town meeting (and no later than July 1, M.G.L. c. 41, § 15A) so that the Accountant can set up accounts for every department for the forthcoming fiscal year.

June

1	Town Clerk	Update the Local Officials Directory (LOD) in Gateway The Town Clerk annually updates the LOD with the names, position titles, and email addresses of local officials.
1	Assessors	Notification of State-owned Land Valuations (even years only)
1	Assessors	Determine Valuation of Other Municipal or District Land and Notify Owner(s) In any community where land is owned by another community or district, the Assessors value the land for in-lieu-of-tax payments and send the property owner a notice of the valuation in the year following a revaluation year.
1	BLA	Notification of Proposed EQVs (even years only)

10	BLA	Conclude Public Hearings on Proposed EQVs (even years only)
15	BLA	Determine and Certify Pipeline and Telephone/Telegraph Valuations
15	Assessors	<p>Make Annual Preliminary Tax Commitment Assessors should make the annual preliminary tax commitment by this date to ensure the ability to mail tax bills by July 1.</p>
20	Assessors	<p>Final Date to Make Omitted or Revised Assessments As required by M.G.L. c. 59, §§ 75 and 76, if any property was inadvertently excluded or mistakenly underassessed on the warrant for property taxes, it is the Assessor's duty to fix the mistake and assess the property correctly. The new assessment must be made by June 20 of the taxable year or by the 90th day after the date the tax bills are mailed, whichever is later.</p>
30	Assessors	Submit Annual Report of Omitted or Revised Assessments to BLA
30	Taxpayer	<p>Deadline to Apply to Have Land Classified as Forest Land Per M.G.L. c. 61, § 2, this is the deadline to apply to the State Forester to have land certified as forest land.</p>
30	Assessors	<p>Deadline to Submit Requests for Current Fiscal Year Reimbursements of Exemptions Granted Under the Various Clauses of M.G.L. c. 59, § 5 Assessors have until this date to submit a request to the DLS Databank for state reimbursement to offset the tax revenue lost from granted statutory exemptions. The state partially reimburses for these via the cherry sheet. If actual tax bills were mailed late, the submission deadline is extended to August 20.</p>

Additional Information

Cherry Sheet Estimates	Beginning with the Governor's budget proposal in January and at subsequent stages in the state's budget development, the DLS Databank posts on its website estimates of 1) local reimbursement and assistance program appropriations and 2) state and county assessments and charges for the forthcoming year.
Estimated and Finalized NSS Requirements	In January, DESE notifies school districts of NSS estimates for the forthcoming year based on the Governor's budget proposal. DESE notifies districts of the final NSS requirements in July. Both notices are posted on DESE's website .
Local Aid Distributions	The Office of the State Treasurer distributes local aid to communities on the last calendar day each month and posts the data on its website .

Due Date Exceptions

According to [M.G.L. c. 4, § 9](#), if the date for any statutory action or payment falls on a Sunday or legal holiday, that action may be performed or payment made on the next business day. This rule also applies to any actions required by or payments due on a Saturday in communities that accepted [M.G.L. c. 41, § 110A](#) permitting public offices to remain closed on that day.

The due dates for any local property tax payment, abatement application, or exemption application are also extended to the next business day by [M.G.L. c. 59, §§ 57, 57C](#), and [59](#) when municipal offices are closed due to a weather-related or other public safety emergency.



Town of Ludlow Select Board

TOWN ADMINISTRATOR ANNUAL EVALUATION POLICY

EFFECTIVE: July 8, 2025

The Select Board shall annually appraise the Town Administrator's performance, per [Sec II-39 of the Town's General Bylaws](#).

The Select Board conducts this annual evaluation to assess the Town Administrator's performance, identify areas for improvement, and set future goals in line with the Select Board's goals for the Town Administrator. At the conclusion of this process, the Select Board and Town Administrator shall meet to develop new Town Administrator Performance Goals for the coming year, which they deem necessary for the proper operation of the Town, and in the attainment of the Select Board's policy objectives. The Performance Goals shall include measurable goals and performance objectives, and relative priority amongst those various objectives. The Town Administrator shall prepare in writing and shall submit for the Select Board's approval such goals and objectives, which shall be signed by both parties and shall establish the criteria for next year's evaluation of the Town Administrator. The Select Board shall endeavor to complete this process sometime after the Annual Town Meeting in May and the first week of July. Meetings of the Select Board, to discuss the Town Administrator's annual evaluation and future goals, are subject to the Open Meeting Law, G.L. c. 30A, § 18-25, and shall be conducted in open session.

Evaluation Process

A. The Select Board and Town Administrator should have jointly created goals and objectives that are incorporated into an evaluation worksheet. Then, each Select Board member

should complete the worksheet and schedule a meeting with the Town Administrator to discuss their individual evaluation. At least 48 hours prior to these individual meetings, a draft individual evaluation is to be provided to the Town Administrator. Select Board members may adjust individual evaluations following their meeting with the Town Administrator and provide the Town Administrator with a copy of the final individual evaluation. Thereafter, the individual evaluations should be submitted to a non-Select-Board-member 3rd party to compile. The compilation & summary evaluation is to be provided to the Town Administrator and the Select Board at least 48 hours in advance of the Select Board's meeting. At the public meeting, which shall occur in open session, the Board and Town Administrator can discuss the summary. The Select Board shall provide the Town Administrator with the written summary of the evaluation and before the written summary of the evaluation is made a part of the Town Administrator's personnel file, the Town Administrator shall be given the opportunity to attach written comments thereto.

The summary evaluation document is a Public Record, as defined in G.L.c. 4, § 7(26).

Simplified Step by Step Process Outline

- Create and approve goals and objectives for evaluation worksheet for ensuing fiscal year (July)
- Each Select Board member completes the evaluation worksheet and submits it to the Town Administrator (early April)
- Each Select Board member meets with the Town Administrator to discuss the worksheet (late April)
- Each Select Board member modifies individual evaluation, if necessary (late April)
- Each Select Board member submits final individual evaluations to the Town Administrator if changes have been made (early May)
- Each Select Board member submits final individual evaluation to third party (e.g., Town Counsel or HR Director) (late May)
- Non-Select-Board Member Third Party compiles and creates a final summary report, which is submitted to the Board and Town Administrator (early June)
- Public meeting held (late June)

Free Cash Certification
Free Cash Calculation - Fiscal Year 2025

Begin:

Unreserved Undesignated Fund Balance 6,304,336.00

Subtract:

Personal Property Tax Receivable 70,791.00

Real Estate Tax Receivable 1,876,936.00

Other Receivables in Deferred Revenue

0.00

Total 0.00

Other Other Receivables, Overdrawn Accounts, Deficits

Snow and ice deficit not raised or provided for 3,838.00

Receivables Variances 576.00

SR POLICE OUTSIDE DUTY DETAIL 102,288.00

SR PLAN - DOG PARK DONATIONS 2,148.00

SR NATHAN M CARREIRA MEM SCHOL 999.00

SR MMP EARMARK GRANTS 6,253.00

SR ECONOMIC DEV ADM RIVERSIDE DR 18,840.00

SR PD FY19 TRAF ENFOR EQUIP GRANT 941.00

SR PD - BULLETPROOF VEST GRANTS 50,418.00

SR MASS GAMING COMM GRANT 73,700.00

SR EOAF DLS SUCCESSION PLAN GRANT 47,113.00

SR LUDLOW MILLS 15,000.00

SR PCHP Grant 146,433.00

SR SAFER SCHOOLS 94,662.00

SR PL94-142 SPECIAL EDUCATION 8.00

SR TEACHER QUALITY GRANT 3,053.00

SR EARLY CHILDHOOD GRANT 5,858.00

Refunds due taxpayers 44,575.00

Undesignated Fund Balance Variance 246.00

Motor Vehicle Excise Receivable not deferred 136.00

Total 617,085.00

Free Cash Voted from Town Meeting Not Recorded 0.00

Add:

Free Cash Certification
Free Cash Calculation - Fiscal Year 2025

Circuit Breaker, Other Closed Accounts, Adjustments:

	0.00
Total	0.00
Deferred Revenue (Credit Balance+, Debit Balance-)	1,840,160.00
Free Cash Calculation for 2024	5,579,684.00

Reviewed By:

Amy Handfield

Certified On:

5/9/2025

Free Cash Certification

Retained Earnings Calculation - WESTOVER GOLF COURSE - Fiscal Year 2025

Fixed Assets Variance (Debits - Credits)

0.00

Free Cash Certification

Retained Earnings Calculation - SEWER ENTERPRISE - Fiscal Year 2025

Fixed Assets Variance (Debits - Credits)

0.00

Free Cash Certification
Retained Earnings Calculation - LANDFILL - Fiscal Year 2025

Fixed Assets Variance (Debits - Credits)

0.00

Free Cash Certification
Free Cash Calculation - Fiscal Year 2026

Begin:

Unreserved Undesignated Fund Balance 4,804,567.00

Subtract:

Personal Property Tax Receivable 102,095.00

Real Estate Tax Receivable 2,807,075.00

Other Receivables in Deferred Revenue

0.00

Total 0.00

Other Other Receivables, Overdrawn Accounts, Deficits

OR: PP Variance Prior Years 70,000.00

OR: Real Estate Variance 15.00

REPP Triangle Variance 297.00

AF: Sales Tax Due to Commonwealth 12,294.00

Property Tax Refunds 261,800.00

SRF: CPR/First Aid Training 121.00

SRF: Healthy Learn Environ Grant 27,599.00

SRF: Plan - Dog Park Donations 2,073.00

SRF: Nathan M Carreira Mem Schol 999.00

SRF: Massworks Infr Prog Riverside 72,482.00

SRF: MMP Earmark Grants 6,253.00

SRF: Economic Dev Adm Riverside Dr 18,840.00

SRF: PD FY19 Traf Enfor Equip Grant 336.00

SRF: PD - Community Pol Donations 48.00

SRF: Bulletproof Vest Grants 50,418.00

SRF: Firefighter Equip Grant 373.00

SRF: Mass Gaming Comm Grant 165,158.00

SRF: EOAF DLS Succession Plan Grant 47,113.00

SRF: FD AFC Training Wild FD subrec 21,023.00

SRF: EOPSS Earmark 3,082.00

SRF: Earmark Veterans Center 8,983.00

SRF: Ludlow Mills 15,000.00

SRF: EECBG-Energy Efficiency & Cons 6,094.00

SRF: PCHP Grant 104,475.00

SRF: Title IVA 43,092.00

Free Cash Certification
Free Cash Calculation - Fiscal Year 2026

SRF: Title One	132,768.00
SRF: Safer Schools & Comm Initiativ	94,662.00
SRF: PL94-142 Special Education	271,053.00
SRF: Teacher Quality Grant	29,544.00
SRF: Title III - Federal Aid	46,119.00
Total	1,512,114.00
Free Cash Voted from Town Meeting Not Recorded	0.00

Add:

Circuit Breaker, Other Closed Accounts, Adjustments:

Close Circuit Breaker	31,910.00
Total	31,910.00
Deferred Revenue (Credit Balance+, Debit Balance-)	2,816,118.00
Free Cash Calculation for 2025	3,231,311.00

Reviewed By: **Nick Cantella**
 Certified On: **5/4/2026**

Free Cash Certification

Retained Earnings Calculation - WESTOVER GOLF COURSE - Fiscal Year 2026

Fixed Assets Variance (Debits - Credits)

0.00

Free Cash Certification

Retained Earnings Calculation - SEWER ENTERPRISE - Fiscal Year 2026

Fixed Assets Variance (Debits - Credits)

0.00

Free Cash Certification
Retained Earnings Calculation - LANDFILL - Fiscal Year 2026

Enterprise Fund Number A-2(3RD)
 Type of Enterprise Fund TrashDisposal
 Name of Enterprise Fund/Statutory Reference LANDFILL

Part I Cash 29,064.00

Current Liabilities, Designations of Fund Balance:

Accounts Payable	0.00
Payroll Payable	0.00
Warrants Payable	0.00
Encumbrances	0.00
Expenditures	0.00
Continuing Appropriations	0.00

Other Liabilities

0.00

Total 0.00

Cash less Current Liabilities 29,064.00

Part II Retained Earnings, Undesignated 29,064.00

Accounts Receivable (net):

User Fees	0.00
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Other Accounts Receivable

0.00

Total 0.00

Undesignated Retained Earnings Less Accounts Receivable 29,064.00

Fixed Assets

Debits:

0.00

Total 0.00

Credits:

0.00

Total 0.00

Free Cash Certification

Retained Earnings Calculation - LANDFILL - Fiscal Year 2026

Fixed Assets Variance (Debits - Credits)

0.00

INFORMATION

LUDLOW PLANNING BOARD

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

RECEIVED
TOWN CLERK'S OFFICE

2026 MAY -8 A 9:13

TOWN OF LUDLOW, MA

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, May 28, 2026, at 7:00 p.m.** on the application of David Moise of 643 Poole Street, Ludlow, MA (Assessors' Map 41, Parcel 6) for: **home office for painting business.**

If for any reason this hearing is cancelled, it will be rescheduled to Thursday, June 11, 2026.

Raymond Phoenix
Chairman

Register – Please publish as a legal notice in the **05/13/26 & 05/20/26** 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