



Town of Ludlow, Massachusetts
Office of the Select Board

RECEIVED
TOWN CLERK'S OFFICE

2026 JUN 11 P 2: 32

TOWN OF LUDLOW

AGENDA
SELECT BOARD
Select Board's Conference Room
June 16, 2026
5:30 P.M.

EXECUTIVE SESSION – 5:00 P.M. – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body – Police Department.

Board to approve and sign minutes from Executive Session Meeting of May 19, 2026.

Board to approve and sign minutes from Executive Session Meeting of June 2, 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. – Walter Craven – Westover Golf Commission Interview

6:00 P.M. – David Laravee – Westover Golf Commission Interview

6:15 P.M. – Brian Mannix – Westover Golf Commission Interview

6:30 P.M. – Kire Trajkovski – Westover Golf Commission Interview

6:45 P.M. – Grace Alimberty – Michael J. Dias Foundation



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

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CORRESPONDENCE

26-86 Letter of Resignation from Debora Johnson from the Council on Aging. Board to post the vacancy.

26-87 Conservation Commission – Reorganization.

26-88 Letter of Retirement from Officer Whitney of the Ludlow Police Department effective July 8, 2026.

26-89 Letter of Retirement from Officer Mayou from the Ludlow Police Department effective June 30, 2026.

26-90 Letter of Resignation from Margaret Szlosek from Precinct Member and Election Officer.

26-91 Betsy Marble, First Church – Requesting permission to use the small parking lot adjacent to the Old Meeting House for the annual vendor craft fair on Saturday, August 15th, with a rain date of Sunday, August 16th.

26-92 Massachusetts Department of Environmental Protection – Notice of Non-Compliance – GEG Construction, 220 Ventura Street.

26-93 Alcoholic Beverages Control Commission (ABCC) – An Act Authorizing Municipalities to Opt-In to a Temporary Pilot to Extend the Hours of Liquor Licenses and to Allow for Public Consumption in Designated Districts in Summer 2026.

UNFINISHED BUSINESS

Board to discuss and possibly vote to approve the wastewater contract extension with Springfield Water & Sewer Commission (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)



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

NEW BUSINESS

Board to discuss and possibly vote to opt in to a temporary pilot to extend the hours of liquor licenses and to allow for public consumption in designated districts in Summer 2026.

Board to approve and sign Minutes from Meeting of June 2, 2026.

Board to approve and sign Employment Agreement between the Town of Ludlow and Michelle White, Town Accountant.

Board to Re-Appoint Election Officers: Benta Alves, Kimberly Babin, Joao Bernardo, Michael Bettencourt, Cynthia Jean Bobowiec, Susan Boyea, Christina Brown, Lily Canoa, Phyllis Carneiro, Lorraine Carreira, Joan Cavallo, Luisa Costa, Christopher Drewniak, Dennis Duarte, Jennifer Dufour, Elizabeth Dumaine, Dylan Eagen, Theresa Eckert, John Eckert, Susan Efremides, Lina Ferrero, Ann Gadziala, Paul Gatesman, Kathy Green, John Hiersche, Gabriel Hoeft, Jeri Humphries, Mary Ellen Knapp, Michael Lafever, Maurice Lavoie, Eileen Lavoie, Bonnie Manchester, Peter Mancuso, Paula May, Douglas May, Maureen McCarthy, Sarah Musiak, Teri Myette, Fred Nowak, Jr., Dianne Ollari, Amy Ollari, Wilhelmina Ostrowski, Leigh Peabody, William Peterson, Mary Petrolati, Kelly Porfilio, Judith Priest, Donna Pula, Robert Radowski, Carolyn Rogowski-Duarte, Jane Roulston, Peter Serafino, Carol Sheehan, Betty Socha, Rosalina Sousa, Susan Swift, Angela Tierney, Phillip Tierney, Beverly Tokarz, Denise Tomlinson, Mary Jo Tranghese, Alicia Tyburski, Joseph Tyburski, Diane Walton, Barbara Wurszt, Judith Yando, Theodore Zurawski.

Board to Renew Gravel Bank Permits: Chenier's Gravel Bank, Daniel's Gravel Bank, Ray Haluch Excavating Co., Nawrocki Construction, Scantic Lands, Ginmar Enterprises, Ludlow Fish & Game Club, Caracas Construction.

Board to discuss and possibly vote to authorize \$1,162.50 in Building Infrastructure funds for OPM Services for the Public Safety HVAC.

Board to approve and sign contract with Paqcon to install a carport at the Senior Center.

Board to approve the FY26-FY27 LATOSS collective bargaining agreement.



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Board to approve and sign intermunicipal agreement with Palmer for Veteran's services.

Board to authorize Michelle Hill, Treasurer/Collector, to sign applications for State qualified bonds.

Board to discuss Treasurer/Collector staffing.

Board to discuss an Outdoor Entertainment License Policy.

Board to set a date for the FY27 goal setting meeting.

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:

Town Hall Closed Friday, June 19th in observance of the Juneteenth holiday.

Town Hall Closed Friday, July 3rd in observance of the Independence Day holiday.

Events on the Library Lawn:

Singing Time Tuesdays 10:30-11:30 am. During the summer and fall, weather permitting.

Summer Reading Kick Off Party, June 23, 2:00-4:00 pm.

Bubble Storytime July 20, 11am-12:30 pm.

Tie Dye, July 24, 2:30-4 pm.

Teddy Bear Picnic, August 14, 11:30am-1:30 pm.

Ed Pop Magic Show, August 18, 11:30am-1:30 pm.

Volunteer Pizza Party, August 19, 12-2 pm.

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



Michael J. Dias Foundation

P.O. Box 303, Springfield, MA 01101



Website: mdiasfoundation.org

Email: mjd@mdiasfoundation.org
(413) 342-4167 – (413) 304-0715

May 26, 2026

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

Dear Chairman Rosenblum and Members of the Board:

On behalf of the Michael J. Dias Foundation, I want to express our sincere gratitude for your longstanding support of our mission and for the funds you awarded us from the 2024 and 2025 Opioid Recovery and Remediation Funds. These funds have had a tremendous impact on our work by helping cover operating expenses of our three sober homes and allowing us to continue providing safe, structured recovery housing for individuals battling substance use disorder.

If I may take a moment to introduce myself. My name is Gina Maria Alimberti, and I recently joined the Foundation as Interim Executive Director. I have an extensive background in nonprofit leadership, community engagement, and program development along with a strong passion for aiding individuals and families impacted by substance use disorders. I am honored to continue advancing the Foundation's mission and strengthening the vital recovery services we provide. As we look ahead, I am respectfully requesting your continued support as we come before you to request funds from the 2026 Opioid Recovery and Remediation Funds.

The Foundation remains a community-rooted, nonprofit comprised of volunteers and paid staff leadership with a commitment to fiscal responsibility. We work diligently to ensure that every dollar received supports our operational and recovery services; however, the growing demand for sober housing and recovery resources continues to exceed available funding.

Our partnership with Ludlow, and with the continued support of the Sheriff's Department and the District Attorney's Office, plays a critical role in helping us sustain and expand these life-saving services. With your continued investment in the Foundation, we can further our mission of supporting individuals and families affected by addiction while creating pathways toward long-term recovery and stability.

To support this request, I would like to highlight the specific ways the Foundation meets the State's eligibility criteria for these funds:

- We operate safe, sober-living homes for a diverse male population seeking recovery from their opioid use disorder (OUD), as well as assist and support families with a loved one battling this disease. We voluntarily choose to request certification annually by MASH (Mass. Alliance for Sober Housing) to ensure our homes uphold the highest quality and safety standards. This certification adheres to stringent national standards and attests to the integrity of our homes, setting us apart from other non-certified homes in Western Mass.
- Our peer-support specialists assist residents in accessing recovery resources, healthcare, medical coverage, and other essential services needed for long-term recovery and relapse prevention. We also offer other vital services such as food assistance, transportation to treatment appointments, and life skills training (budgeting, fiscal

Gifts to the Michael J. Dias Foundation, a 501c (3) charitable organization, are fully tax deductible to the extent allowed by law. Consult with your tax attorney or financial advisor. Tax ID#: 45-4675913.

management, and interview preparation), along with access to computers for resume writing, job searches, and other essential tasks.

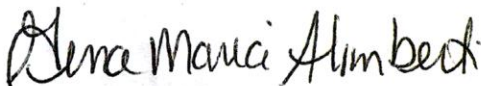
- For years our residents, including several from Ludlow, have volunteered to assist in the Town's Clean Up day at the Veterans Memorial in preparation for Veterans Day Memorial events. This meaningful partnership has given our residents the opportunity to give back to Ludlow for supporting us while reinforcing the values of responsibility, service, and community connection, the building blocks of long-term recovery.
- We rehabilitate properties appropriate for low-threshold and recovery housing, providing over forty beds for residents. And, as many of you are aware, we are currently raising capital to purchase and rehabilitate a MASH-certified sober home for women, a critically underserved population in Western Mass.
- Our Support Group, held at Our Lady of Fatima, started over 14 years ago in Ludlow and continues to help families understand the disease of OUD. We welcome families and provide a safe space to speak openly about their concerns and fears, and we offer hope, resources, and assistance, even accompany members to court when it becomes necessary to invoke Section 35 proceedings.
- Semiannually, our staff and young residents (some who attended Ludlow Schools) provide, at no cost to the Town, an all-day educational presentation to Ludlow High School students on the dangers of experimenting with drugs and how it can lead to OUD. These events focus on prevention, intervention, treatment, and recovery program information. Our residents provide real-life, honest examples of what addiction can look like and the regrets they have for every experimenting.
- We conduct community outreach at various events such as Ludlow's Police Department's Open Houses, events at the high school, during the Town's recent anniversary celebration, etc., always focusing on educating the public on prevention, harm reduction, and reducing the stigma of addiction.
- We hold and participate in other social events as well and provide education on anti-stigmatizing language and practices through the media, families in our support group, and through our community outreach.

As you can see, we are active in all facets of assisting people with OUD or families also affected by this opioid epidemic. But accomplishing this comes at a price. We at the Foundation hope you will consider our request for support again this year by allocating \$100,000 this year from the 2026 Opioid Recovery and Remediation Funds that will be distributed from this year's total Funds.

I look forward to hearing from you. In the meantime, if I or our staff can provide you with any additional information, please don't hesitate to reach out. We would be happy to help in any way we can.

We thank you for your time and thoughtful deliberation of our request.

Respectfully,



Gina Maria Alimberti,
Interim Executive Director



Grace Dias, President

cc: Marc Strange, Town Administrator
Carrie Ribeiro, Asst. Town Administrator

Amy Kurtz

From: Marc Strange
Sent: Monday, June 1, 2026 3:34 PM
To: Amy Kurtz
Cc: Carrie Ribeiro
Subject: Fw: EXTERNAL:2026 Opioid Recovery and Remediation Funding Request
Attachments: Ludlow BOS 2026 Req_ For Opioid .pdf

For 6/16 agenda please

From: Gina Alimberti <galimberti@mdiasfoundation.org>
Sent: Monday, June 1, 2026 3:12 PM
To: Select Board <Selectboard@ludlow.ma.us>
Cc: Marc Strange <mstrange@Ludlow.ma.us>; cribeoro@ludloe.ma.us <cribeoro@ludloe.ma.us>; Gracedias@outlook.com <Gracedias@outlook.com>
Subject: EXTERNAL:2026 Opioid Recovery and Remediation Funding Request

You don't often get email from galimberti@mdiasfoundation.org. [Learn why this is important](#)

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 Chairman Rosenblum and Members of the Board,

Please find attached a letter from the Michael J. Dias Foundation regarding our request for consideration for the 2026 Opioid Recovery and Remediation Funds.

As the Foundation's Interim Executive Director, I wanted to take this opportunity to introduce myself and express our sincere appreciation for your past support. Your partnership has played a meaningful role in helping us continue providing safe, structured recovery housing and recovery support services within our community.

The attached letter outlines the Foundation's ongoing work, community impact, and the ways in which we continue to meet the State's eligibility criteria for these important funds.

Thank you for your time, consideration, and continued commitment to addressing the opioid crisis in our community. Please do not hesitate to reach out if we can provide any additional information or answer any questions.

With gratitude,

Gina Maria Alimberti
Gina Maria Alimberti
Interim Executive Director
Michael J. Dias Foundation
413-304-0715
galimberti@mdiasfoundation.org
www.linkedin.com/in/ginamariaalimberti/



MJD is open to receiving Legacy Gifts- Ask me more!

"SUPPORTING RECOVERY~OFFERING HOPE"



TOWN OF LUDLOW



ACCOUNT SUMMARY TRIAL BALANCE FOR FY26/JUL TO EOY

FUND 2382

ACCOUNT NAME	BEG. BALANCE	ORG	DEBITS	CREDITS	NET CHANGE	END BALANCE
2382-100-122-000-0000-0-106000- CASH - OP101D SETTLEMENT	223,042.91	2382	.00	75,000.00	-75,000.00	148,042.91
2382-100-122-000-0000-0-202000- ACCOUNTS PAYABLE	.00	2382	75,000.00	75,000.00	.00	.00
2382-100-122-000-0000-0-359000- FUND BALANCE - UNDESIGNATED	-223,042.91	2382	.00	.00	.00	-223,042.91
2382-100-122-000-0000-0-381500- ESTIMATED REVENUE	157,893.96	2382	.00	.00	.00	157,893.96
2382-100-122-000-0000-0-383000- APPROPRIATIONS	-23,353.96	2382	.00	.00	.00	-23,353.96
2382-100-122-000-0000-0-388000- BUDGETARY FUND BALANCE	-134,540.00	2382	.00	.00	.00	-134,540.00
2382-100-122-000-0000-0-393000- EXPENDITURE CONTROL	.00	2382	75,000.00	.00	75,000.00	75,000.00
TOTALS FOR FUND 2382	.00		150,000.00	150,000.00	.00	.00
OP101D SETTLEMENT	.00		150,000.00	150,000.00	.00	.00
REPORT TOTALS	.00		150,000.00	150,000.00	.00	.00

Amy Kurtz

From: dgp296@charter.net
Sent: Wednesday, June 10, 2026 8:10 AM
To: Amy Kurtz
Cc: Jodi Zepke
Subject: EXTERNAL:Debbie Johnson Resignation COA

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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.

Amy, this is the letter of resignation from the COA by Deb Johnson; I will send you a little description of the role later today for you to post. Thanks.

Diane

-----Forwarded Message-----

From: "Debbie" <debbie5782@charter.net>
To: <dgp296@charter.net>
Sent: April 14, 2026 at 4:15 PM EDT
Subject: Debbie Johnson

Diane, this is the letter I wanted to give to you Wednesday. Thank you for everything. When you get back let me know, will go out for coffee.

Debora Johnson

612 East Street # A

Ludlow, MA 01056

April 10, 2026

Dear Diane and Board Members,

I hope this message finds you well. I am writing to let you know that I have decided to step down from my position on the Council of Aging Board, effective immediately.

This was not an easy decision, but after careful consideration, I believe it's time for me to focus on myself and start to enjoy my retirement.

It has been a pleasure working with all of you, and I am grateful for the opportunity to have been part of such a dedicated team.

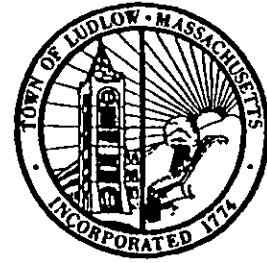
I'm confident the board will continue to do great work moving forward.

Sincerely,

Debora Johnson

TOWN OF LUDLOW

Office of the Conservation Commission



TO: Kim Batista, Town Clerk
FROM: Angela Tierney, Chair
RE: Reorganization
DATE: June 3, 2026

Please be advised that the Conservation Commission, at their meeting of June 3, 2026, voted to reorganize as follows:

Angela Tierney - Chair

Joseph Chaloux - Vice Chairman

Helder Cerqueira – Member

Caroline Suska - Member

Judy Breault – Member

William Ellison – Associate Member

cc: Town Departments

***488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 ext. 1282***

Amy Kurtz

From: Carrie Ribeiro
Sent: Thursday, June 4, 2026 9:56 AM
To: Marc Strange
Cc: Amy Kurtz
Subject: Fw: EXTERNAL:FW: Last Day

Fyi - Whitney Retirement

From: Michael Brennan <mbrennan@Ludlowpolice.com>
Sent: Wednesday, June 3, 2026 3:25 PM
To: Carrie Ribeiro <cribeiro@ludlow.ma.us>
Cc: tmartowski <tmartowski@ludlowpolice.com>; D Irwin <dirwin@ludlowpolice.com>; B Tierney <btierney@Ludlowpolice.com>; S Knox <sknox@Ludlowpolice.com>
Subject: EXTERNAL:FW: Last Day

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.

Ms. Ribeiro,

Off. Whitney's has advised that his retirement will become effective after 7/7/26, which will be his last scheduled day of work. Please refer to his email below as notice.

Very Respectfully,

Michael N. Brennan
Chief of Police
Ludlow Police Department
612 Chapin St.
Ludlow, MA 01056
Phone: 413-583-8305
Fax: 413-583-8283
Email: mbrennan@ludlowpolice.com
LPD Website: <https://ludlowpolice.com/>

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From: M Whitney <mwhitney@Ludlowpolice.com>
Sent: Wednesday, June 3, 2026 3:22 PM

To: Michael Brennan <mbrennan@Ludlowpolice.com>

Subject: Last Day

Sir,

I recently signed my papers for retirement with the HCRB. My last day of work will be July 07, 2026.

Respectfully Submitted

Officer Michael Whitney

Get [Outlook for iOS](#)

Chief Michael N Brennan
Ludlow Police Department
612 Chapin Street
Ludlow Ma. 01056

Dear Chief Brennan,

I am retiring from the Ludlow Police Department on June 30 2026 after having served here since December 1, 1997, and after previously serving with the Hampden County Sheriff's Department since April 26, 1992. It has been a very good experience for me and I look forward to the next chapter of my life.

Jerome D Mayou



1 June 2026

Town of Ludlow

Office of the Town Clerk

Kim M. Batista, CMMC, Town Clerk



June 9, 2026

Mr. William Rosenblum, Chairman
Select Board
488 Chapin Street
Ludlow, MA 01056

Re: Letter of Resignation from Margaret Szlosek
Precinct 3 Representative Town Meeting Member

Dear Mr. Rosenblum and Select Board Members:

Enclosed please find letter of resignation from Margaret Szlosek, Precinct 3 Representative Town Meeting Member. Ms. Szlosek's resignation is effective June 9, 2026; her term was set to expire in 2027. I have accepted her letter of resignation and hereby certify her letter of resignation.

This term expires at the next election of March 2027 for Precinct 3 Representative Town Meeting Member. *No vote from the Select Board is needed to place this term on the ballot since this will not be an unexpired term.*

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kim M. Batista". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kim M. Batista, CMMC
Town Clerk

488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 (request Town Clerk's office)
TTY (413) 583-5668

6/9/2026

As representative town meeting member, Precinct
3, I resign as of today.



Margaret Szlosek

I also resign as election officer on
the same day.



Margaret Szlosek

RECEIVED

JUN 09 2026

SELECT BOARD
LUDLOW, MA 01056

June 8, 2026

Betsy Marble, Coordinator
First Church in Ludlow
30 Regall St.
Ludlow, MA 01056

Dear Ludlow Selectmen:

The First Church in Ludlow is again holding its 2nd annual vendor craft fair on our grounds on Saturday, August 15, with a rain date of Sunday, August 16.

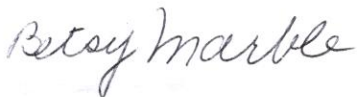
In order to accommodate general parking, etc., we are again asking your permission to use the small parking lot adjacent to the Old Meeting House as follows:

A: This parking lot would be used for public handicapped parking

B. For public parking we will be using the Meadows. For access to this area there is about a 20-foot wide area next to the Meeting House, on the Church St. side. There is no berm along the road in that area nor cables, wires, etc. to hinder access. We did not have an issue last year with public parking in the Meadows.

If you have further questions, please let me know. We look forward to hearing from you.

Respectfully submitted:



Betsy Marble, Coordinator, Craft Fair
For First Church
Ph: 413-433-1542



Commonwealth of Massachusetts | Executive Office of Energy and Environmental Affairs

Department of Environmental Protection

Western Regional Office

Address: 436 Dwight St, Springfield, MA 01103 | Phone: 413-784-1100

Maura T. Healey

Governor

Kim Driscoll

Lieutenant Governor

Rebecca Tepper

Secretary

Bonnie Heiple

Commissioner

June 8, 2026

GEG Construction Inc.
53 Turnball Street
Springfield, Massachusetts 01104
Attention: Gil Gomes, President

Re: NOTICE OF NONCOMPLIANCE

Noncompliance with M.G.L. Chapter(s) 111, Section 150A and 310 CMR 16.000

At: 220 Ventura Street
Ludlow, Massachusetts 01056

FMF/Program ID 585649
DSWM File # 26-161-900
ENF No. 00022825

Dear Mr. Gomes,

Massachusetts Department of Environmental Protection ("MassDEP" or the "Department") personnel have observed or determined that on date(s) observed, activity occurred at 220 Ventura Street, Ludlow MA 01056 in noncompliance with one or more laws, regulations, orders, licenses, permits, or approvals enforced by MassDEP.

Enclosed please find a Notice of Noncompliance, an important legal document describing the activities that are in noncompliance.

If you have any questions regarding this matter, please contact Brianna Dunn of this office at Brianna.Dunn@mass.gov.

Sincerely,

Daniel Hall
Solid Waste Section Chief,
Bureau of Air and Waste

Ecc: Kelly Lamas, Chairperson, Ludlow Board of Health

GEG Construction Inc.
Notice of Noncompliance
26-161-900

Planning Board, Town of Ludlow
Audrey Piubeni - MassDEP WERO
Sonia Perreira – Property Owner

GEG Construction Inc.
Notice of Noncompliance
26-161-900

NOTICE OF NONCOMPLIANCE

THIS IS AN IMPORTANT NOTICE. FAILURE TO TAKE ADEQUATE ACTION IN RESPONSE TO THIS NOTICE COULD RESULT IN SERIOUS LEGAL CONSEQUENCES.

Based on the Department of Environmental Protection's ("MassDEP" or the "Department") site inspection on May 13, 2026, noncompliance occurred at 220 Ventura Street in Ludlow, Massachusetts in violation of one or more laws, regulations, orders, licenses, permits or approvals enforced by MassDEP.

This Notice of Noncompliance describes (1) the requirement violated, (2) the date and place on which MassDEP asserts the requirement was violated, (3) either the specific actions which must be taken in order to return to compliance or direction to submit a written proposal describing how and when you plan to return to compliance, and (4) the deadline for taking such actions or submitting such a proposal.

If the required actions are not completed by the deadlines specified below, an administrative penalty may be assessed for every day after the date of receipt of this Notice that the noncompliance occurs or continues. MassDEP reserves its rights to exercise the full extent of its legal authority in order to obtain full compliance with all applicable requirements, including, but not limited to, criminal prosecution, civil action including court-imposed civil penalties, or administrative action, including administrative penalties imposed by MassDEP.

NAME OF ENTITY(S) IN NONCOMPLIANCE:

GEG Construction Inc.,
Facility ID # 585649
(hereinafter referred to as "Respondent")

LOCATION(S) WHERE NONCOMPLIANCE OCCURRED OR WAS OBSERVED:

220 Ventura Street
Ludlow, Massachusetts 01056

DATE(S) WHEN NONCOMPLIANCE OCCURRED OR WAS OBSERVED:

May 13, 2026

GEG Construction Inc.
Notice of Noncompliance
26-161-900

DESCRIPTION OF NONCOMPLIANCE:

The Department's investigation shows that the Respondent had the following violations:

While conducting the May 13, 2026, inspection MassDEP became aware of the following violations:

- 1) The Respondent utilizes 220 Ventura Street, Ludlow MA ("site") as a site for the storing, handling, and processing of construction and demolition material mostly consisting of asphalt, brick, and concrete ("ABC"). The site is not exempt from the requirement to obtain a recycling, composting or conversion pursuant to 310 CMR 16.03(2)(a) through (c). This is a violation of:
 - A. Regulation 310 CMR 16.01(8)(a)6, which states: "It shall be a violation of 310 CMR 16.00 for any person to handle or dispose of solid waste at any location that does not have a site assignment except as may be allowed pursuant to 310 CMR 16.03."
 - B. Regulation 310 CMR 16.01(8)(a)7, which states: "It shall be a violation of 310 CMR 16.00 for any person to recycle, compost, convert or otherwise handle recyclable or organic materials in a manner that is not in compliance with 310 CMR 16.03, 16.04 or 16.05."
- 2) The Respondent transports, handles, stores and processes ABC material to the site, and on the site which meets the definition of "Facility", which is defined in 310 CMR 19.006 as "a site or works, and other appurtenances thereto, which is, has been or will be used for the handling, storage, transfer, processing, treatment or disposal of solid waste including all land, structures and improvements which are directly related to the solid waste activities." The Respondent operates a Facility for which there is no permit or plan approved by the Department. This is a violation of:
 - A. Regulation 310 CMR 19.015 Compliance: "No person shall construct, modify, operate or maintain a facility except in compliance with a site assignment, permit or plan approved by the board of health or the Department, as applicable, and any authorizations issued by the Department and all conditions included in a permit, approval or authorization for said facility."

- B. Regulation 310 CMR 19.028 Requirements for Construction, Operation, Modification or Expansion of a Solid Waste Management Facility: "No person shall construct, operate, maintain, expand or modify a facility to store, process, transfer or dispose of solid waste except in accordance with:
- (1) A valid site assignment;
 - (2) A solid waste management facility permit ("permit") and any applicable facility expansion permit issued in accordance with 310 CMR 19.032;
 - (3) An authorization to construct the facility issued by the Department in accordance with 310 CMR 19.041;
 - (4) An authorization to operate the facility issued by the Department in accordance with 310 CMR 19.042 or, for a transfer station which is not a C&D waste transfer station, a certification in accordance with 310 CMR 19.035; and
 - (5) Any applicable modification permit pursuant to 310 CMR 19.033 or 19.034."

ACTION(S) TO BE TAKEN AND THE DEADLINE FOR TAKING SUCH ACTION(S):

The following action(s) to be taken have individual deadlines associated with them. Respondent shall take the necessary steps to correct the violations within the specified deadlines as noted and shall return to compliance with the requirements described below. MassDEP's regulations at 310 CMR 5.09 presume that you receive this Notice of Noncompliance, if delivered by regular mail, three business days after it was issued (i.e., the date of the cover letter).

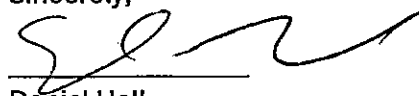
- 1) Respondent shall immediately stop accepting or processing ABC material and any other solid waste materials at the site until Respondent has obtained all necessary permits and approvals to operate such Facility through the local municipality and the MassDEP.
- 2) Respondent shall submit a written response within seven (7) days of date of receipt of this Notice, acknowledging receipt of this Notice, describing the actions already taken, and describing actions intended to be taken in order to achieve and maintain compliance with the Regulations.

GEG Construction Inc.
Notice of Noncompliance
26-161-900

- 3) Respondent shall remove all unprocessed ABC and solid waste material from the site within 14 days of the date of this Notice. Any processed ABC that is to remain on site must be less than six inches in the longest diameter, be free of rebar, and free of paint or other coatings. Respondent shall maintain weight slips and receipts of all ABC and other solid waste material removed from the site which document the receiving destination and tonnage received. All ABC material and solid waste removed from the site shall be transported to handling facilities permitted to recycle or dispose of such material.
- 4) Within 30 days Respondent shall provide to MassDEP a copy of weight slips and receipts for the transportation of ABC and other solid waste materials removed from the site.
- 5) Within 30 days Respondent shall schedule an inspection with MassDEP to verify all unprocessed ABC and other solid waste material are removed from the site.

Please contact Brianna Dunn at Brianna.Dunn@mass.gov if you should have any questions or comments regarding this Notice.

Sincerely,



Daniel Hall
Solid Waste Section Chief,
Bureau of Air and Waste



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING LOCAL LICENSING AUTHORITY’S (“LLA’s”) OPTION TO
TEMPORARILY ALLOW ITS ON-PREMISES LICENSEES TO SELL ALCOHOLIC
BEVERAGES FOR ONE ADDITIONAL HOUR NOT TO EXCEED 3:00 AM AS WELL
AS THE ABILITY FOR ON-PREMISES LICENSEES LOCATED WITHIN PUBLIC
ALCOHOLIC BEVERAGES CONSUMPTION AREAS DETERMINED BY THE LLA
TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION**

On June 8, 2026, Governor Maura Healey signed “An Act Authorizing Municipalities to Opt-In to a Temporary Pilot to Extend the Hours of Liquor Licenses and to Allow for Public Consumption in Designated Districts in Summer 2026” which permits Local Licensing Authorities the option to temporarily allow its on-premises licensees to sell alcoholic beverages for one additional hour not to exceed 3:00 AM as well as the ability for on-premises licensees located within public alcoholic beverages consumption areas determined by the LLA the authority to sell alcoholic beverages for off-premises consumption. The law took effect immediately. The text of the law is attached.

LLAs may designate one or more areas in their municipality where alcoholic beverages will be permitted to be consumed in public spaces, subject to restrictions that the city or town may deem appropriate, through July 31, 2026. LLAs may authorize its on-premises licensees within the designated public alcoholic beverages consumption area(s) the ability to sell alcoholic beverages for off-premises consumption. Alcoholic beverages consumed within a designated public consumption district are limited to alcoholic beverages sold by participating on-premises licensed establishments located within the designated district.

The law also authorizes LLAs to temporarily allow any of its on-premises licensees to sell alcoholic beverages for one additional hour, not to exceed 3:00 AM, subject to any applicable local rules or regulations and any conditions placed upon its license. On-premises licensees do not need to be within a designated public alcoholic beverages consumption area in order to be eligible for the extra hour of alcoholic beverage service not to exceed 3:00 AM.

Each LLA must inform the ABCC if it decides to opt-in to this new law, which parts of the law it has opted into, what area(s) the LLA has designated for public alcoholic beverages consumption, and what on-premises licensees have extended their operating hours by one hour not to exceed 3:00 AM by uploading a letter to the ABCC’s eLicensing Portal.

Nothing in the law permits a licensed establishment to sell any type or category of alcoholic beverage beyond the type or category of alcoholic beverages that the licensed establishment is permitted to sell under its currently issued license.

The provisions of the law pertaining to public alcoholic beverages consumption areas, on-premises licensees selling alcoholic beverages for off-premises consumption, and **the option for on-premises licensees to sell alcoholic beverages for one additional hour not to exceed 3:00 AM expire Friday, July 31, 2026.**

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 6/9/2026)

HOUSE No. 5482

Text of a further amendment, offered by Mr. Walsh of Peabody, to the Senate amendment of the House Bill authorizing municipalities to opt-in to a temporary pilot to extend the hours of liquor licenses and to allow for public consumption in designated districts in summer 2026 (House, No. 5478, amended). June 8, 2026.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

By striking out all after the enacting clause (inserted by amendment by the Senate) and inserting in place thereof the following:—

1 SECTION 1. For purposes of this act, “licensed establishment” shall mean an
2 establishment holding a license for the sale of alcoholic beverages, whether all alcoholic or
3 wines and malt only, to be drunk on the premises pursuant to chapter 138 of the General Laws.

4 SECTION 2. Notwithstanding any general or special law to the contrary, and subject to
5 sections 4 and 5, a local licensing authority in a city or town may, on a temporary basis, allow a
6 licensed establishment to sell alcoholic beverages for off-premises consumption in districts
7 designated pursuant to section 4. Only licensed establishments located within a district
8 designated pursuant to said section 4 may sell alcoholic beverages to be consumed off premises
9 within the district.

10 SECTION 3. Notwithstanding any general or special law to the contrary, and subject to
11 section 5, a licensed establishment may, subject to approval of the local licensing authority, sell
12 alcoholic beverages on-premises for 1 additional hour beyond the time set forth in the

establishment's license, but not to exceed 3:00 a.m. until July 31, 2026, subject to any applicable local rules or regulations and any conditions placed upon its license.

SECTION 4. Notwithstanding any general or special law to the contrary, and subject to section 5, a local licensing authority may designate 1 or more districts in the city or town in which alcoholic beverages are permitted to be consumed off premises, in public spaces, subject to such restrictions as the city or town may deem appropriate and only through July 31, 2026. Alcohol consumed within a district designated pursuant to this section, shall be limited to alcoholic beverages sold by participating licensed establishments located within such designated district.

SECTION 5. Nothing in this act shall be construed to permit a licensed establishment to sell any type or category of alcohol beyond the type or category of alcohol that the licensed establishment is permitted to sell under the license issued to it by the local licensing authority pursuant to chapter 138 of the General Laws.

SECTION 6. The executive office of economic development, in consultation with the alcoholic beverages control commission, the executive office of public safety and security and the department of revenue, shall report on the implementation and outcomes of the pilot program established by this act. The report shall include, but not be limited to: (i) the number and location of districts designated by municipalities; (ii) the number of communities authorizing establishments to sell alcoholic beverages for off premises consumption in approved districts; (iii) the number of communities authorizing establishments for extended hours of on premises sales; and (iv) any evidence of increased public safety incidents as a result of extended hours of on premise sales. The report shall evaluate any notable changes or observations relative to the

35 pilot and economic development, public safety, and revenue and sales during the pilot, and may
36 make any recommendations to improve outcomes. The executive office of economic
37 development shall file a report not later than December 31, 2026 containing its findings and
38 recommendations with the clerks of the senate and house of representatives.

39 SECTION 7. Sections 1 to 5, inclusive, shall expire on July 31, 2026.

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-permitee 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

2.80 mgd

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
$$= Q1 \times BOD(5) \times 8.34 \times B2$$

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 = $Q1 \times TSS \times 8.34 \times C2$

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: _____

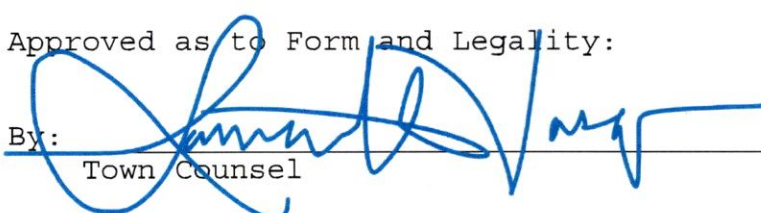
By: _____

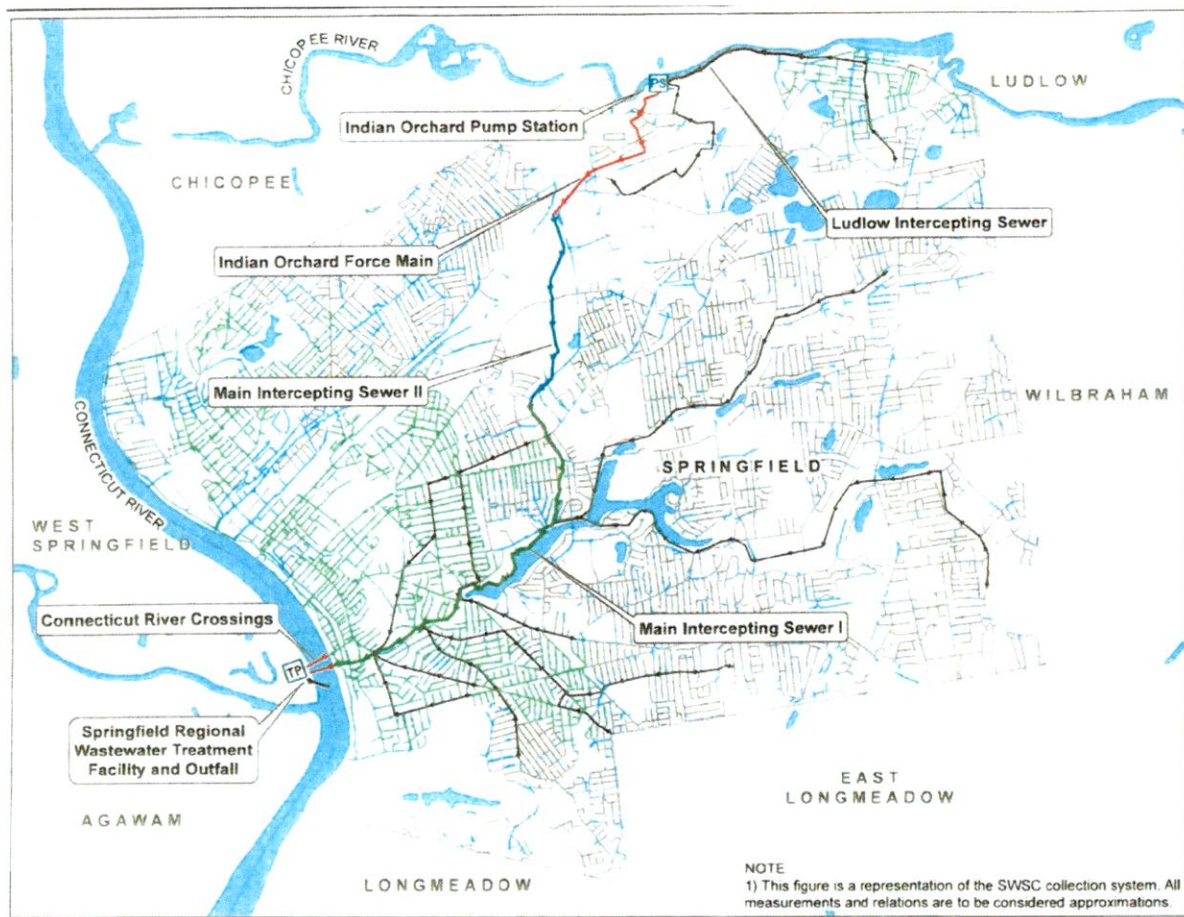
By: _____

Approved as to Appropriation:

By: _____
Town Accountant

Approved as to Form and Legality:

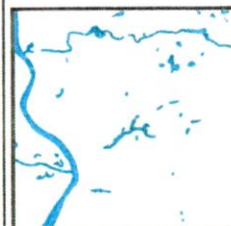
By:  _____ 06.10.2026
Town Counsel



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

0 2,000 4,000 8,000 Feet



KLEINFELDER
MWH
MONITORING BY WATSON HALL

NOTE

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

NOTICE OF BUY ORDER
Unleaded Gasoline
TRAILER TRANSPORT DELIVERIES Section 2

_____ (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 \$ 0.4142 Trailer Load (7,000 gals.) or \$0.6942 Less than trailer load (min. 1,000 gals.) as awarded from the Unleaded Gasoline Bid for Trailer Transport deliveries, Section 1.

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 \$ 0.0642 Trailer Load (7,000 gals.) or \$0.2442 Less than trailer load (min. 1,000 gals.) as awarded from the Unleaded Gasoline Bid for Section 2, Trailer Transport.

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 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 Straits 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

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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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 Strait 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 Co-operative. 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, June 2, 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

Mr. Steven Ortiz, a new resident at 105 Higher Brook Drive, expressed concerns about loud live entertainment coming from a nearby venue. He and his wife moved into their home on November 24 and were unaware of the seasonal weekend music until it began in late March or April. Mr. Ortiz explained that the noise has been disruptive enough to affect their ability to enjoy their home, even with windows closed, and has made him reluctant to invite friends and family to visit. He questioned the justification for approving the entertainment permit, particularly given the impact on abutting neighbors and taxpayers in the area. He noted that he had called the police regarding the volume, and the responding officer also acknowledged that the music was loud.

Mr. Ortiz asked how such a permit could be approved in a residential area and stated that he would like the matter placed on a future agenda so he could receive information about the permit process and how decisions are made. The Chair, Mr. Rosenblum, stated that because the topic was raised during public comment, the board could not engage in substantive discussion at this meeting but confirmed that the issue could be added to an upcoming agenda. Mr. Silva acknowledged that this has been an ongoing concern and that the board has been working to address it. The board thanked Mr. Ortiz for his comments.

VISITATION

5:45 P.M. – Chief Brennan & Chief Pease – To discuss Dispatch Collaboration with Surrounding Communities

Mr. Rosenblum explained that he had requested the chiefs to attend the meeting because he believes the town should begin actively addressing regional dispatch opportunities in order to avoid losing potential partner communities to other centers. He noted that regionalization could help subsidize local expenses and improve services. Chief Brennan provided an overview of previous discussions about using Ludlow's central dispatch center as a regional hub for nearby towns that are struggling to maintain their own dispatch operations. He stated that Granby and Palmer had expressed interest, as they are bordering communities and natural fits. Ludlow has already invested in radio infrastructure that could support regionalization without significant additional costs. He noted that both towns had participated in a state feasibility study with several Hampshire County communities, but the study ultimately concluded that regionalization in that group was not feasible and recommended that those towns consider Westcomm, Westfield, or Wilbraham. However, Ludlow had already expressed willingness to serve as a host community and remains interested in pursuing that option.

Chief Brennan said that moving forward would likely require engagement from town leadership to begin formal discussions with the state and with neighboring communities. He emphasized that Ludlow has already spoken with police chiefs in Granby and Palmer, both of whom appear more interested in joining Ludlow than joining Westcomm. Mr. Silva asked whether regionalization would bring revenue into Ludlow, and Chief Brennan explained that the town already receives incentive grants and that those amounts would increase if Ludlow became a regional emergency communications center. Additional staffing would likely be required, but costs would be shared among participating communities. Chief Pease agreed that the concept has potential but would require further discussion at the town level.

Board members discussed previous evaluations of joining Westcomm, with Mr. Rosenblum stating that he does not favor joining because Ludlow would give up control of infrastructure that the town is still paying for and because he has concerns about long-term reliability of grant funding. He expressed support for exploring a locally run regional dispatch model and offered to serve as liaison. Mr. Strange said he would reach out to the town administrators of Granby and Palmer to gauge their readiness and report back. Chief Brennan suggested that beginning with one partner community and expanding over time may be the most practical approach.

Mr. Gennette added that serving as a regional resource would provide recession-resistant revenue and reduce dependence on taxpayers. Mr. Sanches noted that Ludlow has infrastructure advantages, including its radio tower and emergency licenses. He referenced grant figures received by other regional centers and suggested Ludlow could benefit similarly. Chief Pease said that at some point the financial details would need to be fully evaluated once partner communities were identified. Mr. Alves asked about the distinction between being a multi-town PSAP and a Regional Emergency Communications Center, noting the difference in available incentives. Chief Brennan explained that taking on more than one additional jurisdiction would typically qualify a center as regional and that regional centers handle not only 911 calls but full police, fire, EMS, and administrative dispatch operations.

6:00 P.M. – Police Interview – Isabella Provost

Mr. Rosenblum invited the applicant, Isabella Provost, to introduce herself and explained that the board would follow with questions and closing remarks. Ms. Provost stated that she is a lifelong Ludlow resident and recently graduated from Assumption University with Bachelor of Arts degrees in criminology and sociology. She noted her involvement in collegiate athletics and student government, where she served as Vice President for student affairs, and described her internship at the Massachusetts State Police Academy, where she observed recruit training and assisted with administrative tasks and training scenarios.

Board members asked Ms. Provost several questions. In response to what she likes most about Ludlow, she said the community, describing it as tight-knit, welcoming, and a place where she enjoys being active and involved. When asked how she would handle interacting with people she knows personally while on duty, she said she would remain unbiased and follow policy, acknowledging that it can be difficult but emphasizing the importance of doing the job correctly. Asked about entering police work during a time of high public scrutiny, she said policing is challenging, that professionalism and unbiased decision-making are essential, and that officers must always be mindful of their conduct. She expressed support for the use of body cameras.

Mr. Rosenblum noted his familiarity with Ms. Provost and her family and expressed confidence in her character. Chief Brennan provided additional background on the hiring process, explaining that two candidates were being considered and that civil service required review of five applicants. Ms. Provost ranked first following her background investigation, physical fitness test, and interview board. He outlined the next steps should she be appointed, including medical and psychological evaluations, a physical abilities test, enrollment in the Holyoke Police Academy beginning in September, and participation in a 10- to 12-week field training program after graduation. He noted the responsibilities of the position, including rotating shifts, holidays, overtime, and maintenance of required certifications.

Ms. Provost thanked the board for the opportunity, expressed her appreciation for being considered, and said she was excited about returning to Ludlow and the possibility of serving with the police department.

6:15 P.M. – Police Interview – Jalette Mena

Mr. Rosenblum welcomed applicant Jalette Mena and invited him to introduce himself. Mr. Mena stated that he was born in New York to Dominican parents and raised primarily in Springfield before moving to Ludlow as a high-school sophomore. He earned an associate degree in criminal justice from STCC and completed most of his bachelor's program at Westfield State, which he plans to return to finish. He described his work experience, including positions at Big Y, Popeyes, and assisting with a neighbor's photobooth business at events.

Board members asked several questions. In response to how his Spanish fluency could benefit the department, Mr. Mena noted that he frequently helps Portuguese-speaking customers at his current job because Portuguese and Spanish are similar enough for him to assist with communication. When asked what he likes most about Ludlow, he said he values how close-knit the community is and how long-standing many relationships are. Addressing public perceptions of law enforcement, he said officers need to build trust through community engagement and demonstrate they are there to help. He expressed support for body-worn cameras. When asked to identify a personal weakness, he cited communication in formal settings such as interviews.

Chief Brennan explained that under civil service rules, five candidates were reviewed and Mr. Mena ranked second, prompting the request for his appointment. He noted that Mr. Mena's background investigation was positive, that he demonstrated strong work ethic and good character, and that he achieved a physical fitness score already meeting academy graduation standards. He performed well in the department's oral review board. Chief Brennan outlined the steps required before academy attendance, including a medical evaluation, psychological evaluation, and physical abilities test. If appointed, Mr. Mena would attend the Holyoke Police Academy in September, complete a 10- to 12-week field training program afterward, and then begin work on a rotating 4-and-2 schedule, likely on night shifts, with required overtime, holidays, and maintenance of all necessary certifications. He also noted the residency requirement of living within 10 miles of Ludlow's border within nine months of hire. Mr. Mena thanked the board and Chief Brennan for the opportunity and said he hoped to make the department proud and serve the community.

Chief Brennan reported that the department is looking to fill two police officer positions, in addition to a third vacancy that was recently filled by Mr. Medina, who had previously been appointed as an alternate. He stated that the plan is to send Mr. Medina, along with Ms. Provost and Mr. Mena, to the police academy in September. These appointments are intended to cover the department's recent retirements, and he anticipates that additional retirements may occur. He noted that the town's newly adopted local registry may help accelerate future hiring, but that the current appointments follow civil service requirements for the upcoming academy class. Chief Brennan explained that if the board approves the appointments effective immediately, the department will issue conditional offer letters, allowing the candidates to begin the required medical, psychological, and physical abilities testing and proceed with their academy applications. **Motion made by Mr. Gennette to appoint Isabella Provost as the number 1 seat and Jalette Mena as the 2nd seat for Patrolman to the Ludlow Police Department effective immediately. Mr. Silva second. All in favor. Motion passed 5-0.**

7:15 P.M. – CARES Coalition

Pete Leonczyk and Maxine Mazur from Ludlow CARES appeared before the board. Mr. Leonczyk explained that he recently became president of the organization and introduced Ms. Mazur, the treasurer, noting that secretary Sandy Auclair would be joining shortly. He said they were there to follow up on their recent letter, answer any questions, and share updates on plans for 2026, including preparation for Red Ribbon Week. He reported that last year's Triksterz event was a sold-out success and planning for the 2026 event is already underway. Mr. Silva confirmed that the reimbursement request totaled \$12,846.71 and expressed full support for Ludlow CARES, praising the organization's long-standing service

to the community. Mr. Leonczyk added that former president Laura remains active on the advisory committee. Mr. Gennette agreed with supporting the request, describing Ludlow CARES as one of the town's strongest volunteer organizations. Mr. Sanches also voiced support and noted the thorough documentation provided. He was pleased to hear that the Baird CARES program is expected to return in 2027.

Mr. Leonczyk shared that interest in reviving Baird CARES began with outreach from students themselves and highlighted strong youth involvement, including students volunteering at a recent event attended by more than 500 families. Mr. Alves thanked the group for its work and noted the high level of community participation at its events. Mr. Rosenblum commended the organization for its consistent, high-quality presentations and careful use of opioid settlement funds. Ms. Mazur said the group takes stewardship of funds seriously. Ms. Auclair introduced herself as the new secretary.

Mr. Leonczyk discussed new initiatives, including the addition of new board members and an upcoming presentation on internet safety to be held at Baird Middle School. He emphasized that Ludlow CARES is entirely volunteer-run and supported by small donations from local businesses and residents. He also highlighted the group's partnership with the school district and credited outgoing Superintendent Dr. Tiano for his strong support and involvement, particularly in mental-health initiatives. He noted that more than 500 staff members, coaches, and parents completed mental health first aid training and that the group has recently completed several public service announcements in collaboration with students and public health staff. He reported strong participation in LHS CARES, with 150 students signing up at the start of the year.

He further shared that the organization had paused its application for the Federal Community Drug Free Grant due to changes in the application process and leadership transitions, wanting to ensure the proper foundation before moving forward. He asked how outreach-related expenses, such as improvements to the organization's website or communication tools, might be eligible for opioid settlement reimbursement. Mr. Rosenblum said such expenses likely fall within the scope of the funding's intended purposes.

Mr. Gennette asked whether Ludlow CARES collaborates with similar groups in other communities. Ms. Mazur responded that while other towns have coalitions with similar missions, they may not use the CARES name. Mr. Leonczyk said the groups are friendly, though each tends to focus on its own local needs, and noted that other communities with federal grants often have paid staff, whereas Ludlow CARES remains fully volunteer-driven. He emphasized the strong collaboration among the schools, police, fire, and health departments and said the organization is committed to continuing its community-focused work. **Motion made by Mr. Gennette to reimburse CARES Coalition \$12,846.71 from the Opioid Settlement Funds. Mr. Silva second. All in favor. Motion passed 5-0.**

CORRESPONDENCE

26-81 Board to approve and have the Police chief Sign the Request for Mutual Aid Assistance between the Town of Ludlow and Foxborough Police Department.

Chief Brennan reported that Foxborough Police have requested mutual aid support from regional tactical teams for security during the World Cup events. He explained that two Ludlow officers serve on the Regional Tactical Team and may be assigned as part of this deployment. The security operation will address concerns ranging from counterterrorism to general public safety. He noted that the mutual aid agreement includes full reimbursement for the officers' overtime, and that the funding source is expected to be FIFA.

Mr. Rosenblum asked about ongoing issues Foxborough is experiencing with event-related costs. Chief Brennan said he had heard that Foxborough continues to face challenges because FIFA is difficult to negotiate with, particularly regarding who will cover the substantial expenses associated with hosting the event, which go far beyond police services. Mr. Alves asked what equipment and resources Ludlow would be responsible for under the agreement. Chief Brennan explained that the officers would use their standard tactical gear, including body armor and firearms, and that the regional team has access to

specialized assets such as a BearCat vehicle, which Ludlow does not own but is part of the regional equipment inventory. **Motion made by Mr. Alves** to authorize the Police Chief to sign the request for mutual aid assistance between the Town of Ludlow and Foxborough Police Department. **Mr. Gennette second. All in favor. Motion passed 5-0.**

26-82 Cheryl Lukas – Request to be appointed to the Celebrate Ludlow Committee. **Motion made by Mr. Silva** to appoint Cheryl Lukas to the Celebrate Ludlow Committee. **Mr. Gennette second. All in favor. Motion passed 5-0.**

26-83 Zoning Board of Appeals – Request to change filing fee from \$75 to \$150.

The board discussed proposed fee adjustments, with Mr. Silva expressing agreement and noting that his earlier concern had been addressed. Mr. Rosenblum said he shared that initial question, and Mr. Alves explained that he had reviewed the number of cases in the past year and found there were only three, so the increase would not generate significant revenue. He noted that Granby charges 125 dollars and said he would prefer raising the fee to 125 rather than moving to the full proposed amount immediately, suggesting that incremental increases are generally more appropriate.

Mr. Silva asked whether rising costs might be driving the proposed change. Mr. Strange said he was not certain but that boards periodically review their fees, which can be influenced by related departmental costs. Mr. Silva noted that increases in recording fees or similar expenses could justify an adjustment. Mr. Gennette added that although the revenue involved is small, many towns are making similar updates, and he believed the increase was reasonable. He suggested that the board should consider adjusting fees more regularly to avoid falling behind, and that a phased approach was not necessary in this case.

Mr. Sanches agreed, describing the 150-dollar fee as conservative and consistent with surrounding communities, especially given how few applications are received. Mr. Rosenblum also supported the increase to 150 dollars, stating that the fee aligns with neighboring towns and that the small volume of cases made the adjustment reasonable. **Motion made by Mr. Gennette** to approve the ZBA request to change the filing fee from \$75 to \$150. **Mr. Sanches second. All in favor. Motion passed 5-0.**

26-84 Douglas May – Request to be appointed an Unenrolled Election Worker. **Motion made by Mr. Silva** to appoint Douglas May as an Unenrolled Election Worker. **Mr. Alves second. All in favor. Motion passed 5-0.**

26-85 National Grid – Project Information Update. **Motion made by Mr. Silva** to file. **Mr. Gennette second. All in favor. Motion passed 5-0.**

UNFINISHED BUSINESS

Board to discuss and possibly approve creating a Public Safety Building Planning Committee (tabled from May 5).

Mr. Gennette reminded the board that he had committed on May 5 to help organize efforts regarding public safety facilities and noted that Chief Pease had explained at Town Meeting why the expensive HVAC project was withdrawn. He emphasized that the current building is no longer meeting the needs of the police and fire departments and is becoming increasingly costly to keep up to code, underscoring the broader need to address the town's public safety facilities. He presented a proposed charter for a Public Safety Facilities Planning and Oversight Committee and asked the board to review it, with the hope of approving it that evening or addressing any questions.

Chief Pease stated that the intention is to establish a planning committee and that a separate building committee may be needed once the project advances, potentially with many of the same members. He and the police chief agreed to serve on the committee along with a member of their departments, assuring the board that they would adjust their schedules so that participation would not generate overtime costs. Mr. Rosenblum acknowledged earlier concerns on this topic, and Chief Pease confirmed that everyone is aligned on flexing time rather than adding expenses.

Mr. Alves commented that Section 6, regarding the committee secretary, might be difficult to fill with a volunteer. Mr. Gennette responded that he intended to volunteer as secretary if the committee wished, noting that he would not be the Select Board's appointed representative if serving in that role. He added that the Town Planner is included in the charter, has already received approval from the Planning Board to participate, and that letters of intent have been received from interested residents. Once the committee is formed, it will select qualified resident members and report back to the board. He said that a posting for residents will be made and suggested appointing Mr. Sanches as the Select Board representative. Mr. Sanches accepted. **Motion made by Mr. Gennette** to formally accept the Public Safety Building Facilities Planning Committee Charter. **Mr. Alves second. All in favor. Motion passed 5-0. Motion made by Mr. Gennette** to appoint Tony Sanches to the Public Safety Building Facilities Planning Committee. **Mr. Alves second. All in favor. Motion passed 5-0.**

NEW BUSINESS

Board to approve and sign minutes from meeting of May 19, 2026. **Motion made by Mr. Gennette** to approve and sign minutes from Meeting of May 19, 2026, with all members present. **Mr. Silva second. All in favor. Motion passed 4-0.**

Board to appoint Judy Breault to the Conservation Commission.

Mr. Silva asked why the position remained unfilled and whether someone had not been appointed. Mr. Gennette explained that the individual previously selected had to withdraw after the State informed him that his employment created a conflict with working for the municipality. **Motion made by Mr. Silva** to appoint Judy Breault to the Conservation Commission. **Mr. Gennette second. All in favor. Motion passed 4-0.**

Board to discuss and possible vote to appropriate \$3,850 in Building Infrastructure funds for the updated Public Safety HVAC opinion of probable cost.

Mr. Strange reported that Tighe & Bond completed a portion of the project work but subcontracted the preparation of the revised opinion of probable cost to another vendor, and the fee presented reflects the cost of obtaining that updated estimate. **Motion made by Mr. Silva** to appropriate \$3,850 in Building Infrastructure funds for the updated Public Safety HVAC. **Mr. Gennette second. All in favor. Motion passed 5-0.**

Board to discuss and possibly vote on FY27 trash billing and imposing penalties or interest on late payments.

Mr. Strange reported that the town plans to follow the same schedule as last year for issuing trash bills, with bills expected to be ready by August 1 and due by August 31, providing the typical thirty days' notice. He noted that with Michelle Hill now in place, questions have been raised about why the town does not charge penalties or interest for late payments, as the absence of such charges provides no incentive to pay on time. He said that any decision to impose penalties or interest must come from the board. Mr. Silva said he would support a small penalty, noting that interest on a one-hundred-dollar bill would be minimal. Mr. Strange said the team had discussed a possible twenty-five-dollar penalty if a bill remained unpaid after thirty days. In response to questions from Mr. Alves, he noted that barrels are eventually repossessed if nonpayment continues, and that service is not restored until the outstanding balance is paid.

Mr. Alves emphasized that the trash bill should not disappear simply because barrels are repossessed, as the fee system requires either payment or proof of an alternative service. Mr. Rosenblum agreed with implementing a penalty, noting that collections have become too lax in recent years and that outstanding amounts were evident in the free cash reconciliation. Mr. Sanches asked about the time frame for repossessing barrels and whether the town had any existing process or contractual considerations. Mr. Strange said this policy is a local matter and that the board should establish time frames, typically waiting thirty to sixty days after the due date to impose a late fee and another period before repossessing barrels. He said he would consult DPW to determine what informal practices may already be in place.

Discussion continued regarding whether penalties should recur. Mr. Gennette said that penalties should stop once barrels are repossessed and the bill frozen, with no ongoing

charges until payment is made, to avoid excessive penalties. Mr. Alves noted that while recurring penalties might not be appropriate, the resident would still receive a bill the following year unless they paid or provided proof of another service, because otherwise the town would lose revenue needed to sustain operations. The board discussed concerns about residents evading the fee by opting out without proof of alternative service, and Mr. Rosenblum noted that alternative private services are significantly more expensive, making the town program the more affordable option even with the annual fee.

Mr. Sanches recommended developing a full plan to be reviewed at a future meeting, including the penalty amount, the number of times penalties would apply, the timing for barrel repossession, and whether a hardship waiver should be offered. Mr. Strange agreed to reach out to DPW for additional information. Mr. Gennette added that he would ultimately like to see the fee reduced over time when financially feasible, with the long-term goal of eliminating it. **Motion made by Mr. Alves to table to gather more information. Mr. Gennette second. All in favor. Motion passed 5-0.**

Board to possibly sign LATOSS Memorandum of Agreement. **Motion made by Mr. Silva to table. Mr. Alves second. All in favor. Motion passed 5-0.**

TOWN ADMINISTRATOR'S REPORT

Mr. Strange reported that although he does not yet have a written update, staff have begun actively tracking down the uncollected or unreconciled grant funds previously identified during the fiscal year 2026 free cash certification process. He stated that approximately 220,000 dollars was located earlier that day and that the issue stemmed from two grants being miscoded in the system; the funds were received, but the coding prevented them from appearing correctly in the accounting records. He noted that this is likely the case with additional outstanding items. He added that staff visited multiple departments, including the schools, and that Mickey has been in contact with the interim Town Accountant, Katherine. Mr. Strange expressed optimism that they will be able to resolve the discrepancies and close the gap on the uncollected grant revenue.

BOARD UPDATES/MISC

Mr. Sanches reported that he met with the liaison for the Treasurer/Collector's Office and provided an update following his discussion with Treasurer/Collector Michelle Hill. He stated that the department is moving in a positive direction and highlighted several improvements. Live collections have been restored, and key deadlines are being met, including the large motor vehicle commitment for fiscal 2026, with demand notices due the day of the meeting, and real estate and personal property demands scheduled for June 9. He noted that older motor vehicle commitments that had never been demanded are now being addressed as part of the fiscal 2025 collection work planned for the summer. He also reported that a tax-related issue affecting the schools—stemming from the department's past turnover and causing penalties and payroll withholding complications—has been resolved, with Michelle working directly with school staff to correct the process and settle all outstanding obligations. Additionally, the fiscal 2024 audit is back on track, and physical improvements to the Treasurer/Collector's Office, including new carpeting, are scheduled, with the department expected to be fully settled in its space by mid- to late June. Mr. Sanches publicly recognized Michelle Hill and her staff for their progress. He also met with the Assessor's Office and shared updates from Assessor Joe Alves. The department has finalized the MMWEC PILOT agreement, and a new solar project in Ludlow is expected to come online in fiscal year 2028. The town continues to see strong growth, meeting or exceeding the five-year average. Mill 8 is operational, and staff are close to resolving the CAMA data migration from PK to Vision; although some data issues have affected MLCs, attorneys can obtain manual updates in the meantime. He also noted that a newly approved subdivision of approximately 44 lots adjacent to 100 Acre Wood will contribute to the town's ongoing growth.

Mr. Silva requested an update from WestMass, noting that information has not been shared recently and that residents continue to ask about activity in that area. He was surprised that certain lots were divided into only four parcels and would like more details. Mr. Rosenblum also requested an update on mixed-use plans for the first floor of Mill 8, noting previous

interest from the Sheriff's Department and inquiries from residents regarding potential business opportunities.

Mr. Gennette said that, with the board's approval, he will submit a notice to be posted for residents interested in serving on the Public Safety Building Planning Committee. Once applications are received, the committee will select residents who best meet its needs. He also plans to reach out to the Finance Committee to request a representative.

Mr. Alves reported that the Historical Commission shared notice from Chairman Richard Bylicki that the Mill 8 Clocktower Project has been awarded the Mayor Thomas Menino Legacy Award from Preservation Massachusetts. The award recognizes projects that are transformative, community-focused, and revitalize historic assets. Mill 8 was one of only three projects outside the Route 495 belt to receive the honor.

Mr. Rosenblum updated the board on the monthly Chair meeting, which includes representatives from the Finance Committee, School Committee, and Select Board. He said the group recently completed fiscal year closeout discussions and is preparing for upcoming work with the new superintendent. Topics included insurance splits, deductibles, and general coordination efforts. He emphasized the importance of open communication between committees and encouraged members to bring questions directly to one another rather than relying on social media or second-hand information.

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

CLOSING COMMENTS

Motion made by Mr. Gennette to close the meeting at 7:30 P.M. Mr. Silva 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.

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF LUDLOW
AND
TOWN ACCOUNTANT**

THIS AGREEMENT made and entered into this th day of June, 2026, by and between the Town Ludlow, Commonwealth of Massachusetts a municipal corporation, hereinafter called the "Town" and Michelle White, hereinafter called "Town Accountant", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of said Michelle White as Town Accountant of the Town of Ludlow,

WHEREAS, the Town, acting by and through the Board of Selectmen, may appoint the Town Accountant for such services;

WHEREAS, it is the desire of the Town to contract for the salary and benefits of said Town Accountant pursuant to G.L. c. 41, § 108N;

WHEREAS, the Town wishes to retain the services of the Town Accountant and induce her to remain in such employment; and

WHEREAS, Michelle White, agrees to accept employment as Town Accountant of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I: Function & Duties of the Town Accountant.

A. Subject to a satisfactory criminal and professional background check, the Town hereby offers to employ said Michelle White as Town Accountant of said Town, and the Town Accountant accepts said offer.

B. Under the general supervision of the Town Administrator, the Town Accountant performs complex administrative, supervisory, and technical work in ensuring the proper recording and maintenance of financial records; enters and approves all financial payments; controls expenditures of all town funds; audits financial records and transactions; and performs all other related work as required. The Town Accountant shall represent the Town of Ludlow on regional issues, boards, and committees as assigned by the Town Administrator and will attend meetings of the same as assigned.

C. In addition, the Town Accountant shall supervise, direct and be responsible for the efficient administration of all functions under her control as delegated to her by the Town Administrator. The Town Accountant shall perform said duties and functions in a timely, competent, and professional manner.

Section II: Appointment

The Town, pursuant to G.L. c. 41, § 55, hereby appoints Michelle White as Town Accountant of the Town of Ludlow for a term commencing on July 1, 2026 and terminating on June 30, 2029. Michelle White hereby accepts such appointment.

Section III: Term.

This Agreement shall be effective from July 1, 2026, to June 30, 2029. Subject to appropriation by Town Meeting, the Agreement shall be for a term of three (3) years unless extended by a written agreement of the parties. The Town Accountant agrees to remain in the exclusive employ of the Town for the duration of this Agreement, and to not accept other employment or become employed by another employer until said termination date, unless said termination date is otherwise affected by the terms of this Agreement.

The Town Accountant shall actually perform the duties of such position on a full-time basis on a probationary basis for a period of one hundred and eighty days (180) days, during which time the Town Accountant shall be deemed an employee at will whose removal or dismissal shall be without recourse at any time during the probationary period.

Section IV: Termination and Severance.

A. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services and employment of the Town Accountant at any time, subject only to the provisions of this Contract and the Town Charter.

B. In the event the Town terminates the Town Accountant for cause, the Town shall pay the monetary value of her accumulated Paid Time Off benefits, in accordance with Chapter 149, Section 148 of the General Laws. For the purposes of this agreement "cause" shall include, but not be limited to the following: incapacity, namely the inability to perform services for a period of six (6) months or longer; inefficiency, namely the inability to complete assignments in a timely manner on a routine basis in accordance with principals of reasonable care; neglect, namely failure to perform the duties of the position in a reasonably competent manner; insubordination; or other misconduct.

C. In the event the Town Accountant is terminated by the Town prior to the expiration of the term of this Agreement without cause, the Town agrees that it shall pay to the Town Accountant a lump sum cash payment equal to three (3) months base salary, plus accrued but unused vacation leave, which amount shall be paid to the Town Accountant payable within ten (10) business days of the Town Accountant's execution, or ten (10) business days from the effective date, whichever is later, of a mutually-agreeable form of a full and complete release of any and all rights, claims, or causes of action, both known and unknown, whether in law (inclusive of action including without limitation the Massachusetts Wage Act), equity or otherwise, that the Town Accountant may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities., related to said employment; provided, however that in the event the Town Accountant is terminated for cause (as defined in Section III, paragraph B of this Agreement) or terminated during the probationary period, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.

D. In the event the Town Accountant voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Town Accountant shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree. Said resignation shall not be effective until it is filed with the Town Clerk. During this thirty (30) day notice period, the Town Accountant may not take vacation leave unless approved by the Town Administrator. In the event the Town Accountant voluntarily resigns without having been requested to do so by the Town Administrator, she shall not be eligible for the severance benefits, except as required by law.

E. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures required by the Town of Ludlow Personnel Policy.

F. It is expressly understood that a decision not to appropriate sufficient funds to support the compensation set forth in this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures required by the Town of Ludlow Personnel Policy and further, that no severance payments to the Town Accountant shall be required.

G. Subsections C and E of this Section shall survive the termination of this Agreement.

Section IV: Contract Termination.

This Contract may be terminated by either party as provided below:

A. By mutual written agreement, signed by the Town Administrator and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination;

B. By the Town Accountant upon thirty (30) days' written notice to the Town Administrator, which resignation shall be filed with the Town Clerk. Until the effective date of termination, the Town Accountant shall continue to perform her duties and shall, if requested, cooperate with the Town Administrator in a search for a successor, provided that the Town may elect to accept her resignation immediately paying the Town Accountant through the date of acceptance of her resignation, plus any unused but accrued vacation;

C. By failure of Town Meeting to appropriate funds sufficient to compensate the Town Accountant pursuant to this Agreement;

D. If the Town Accountant dies during the Term of this Agreement, the employment relationship created hereby shall terminate and the Town Accountant's estate shall be paid through the end of the month in which death occurs;

E. In the event the Board of Selectmen determines not to renew the Town Accountant's Contract; or in the event the Town Accountant's employment is terminated, this Agreement shall automatically be terminated.

Section V: Salary.

A. Subject to appropriation by Town Meeting, the Town agrees to pay the Town Accountant for services rendered under this Agreement an annual base salary, payable in equal

installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions as follows.

- | | |
|---------------------------|--------------|
| a. Effective July 1, 2026 | \$110,000.00 |
| b. Effective July 1, 2027 | \$115,000.00 |
| c. Effective July 1, 2028 | \$117,300.00 |

B. The Town Accountant agrees to direct deposit of wages.

C. If the Town Accountant continues in office after the expiration of this Agreement, and there is no successor Agreement, subject to appropriation, she shall continue to receive the latest salary under this section until such time as her salary shall be otherwise agreed to by written agreement with the Town. This subsection shall survive the termination of this Agreement.

Section VI: Employment Status.

A. The Town Accountant shall be a salaried employee of the Town and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*

B. The Town Accountant shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. The Town Accountant may be required to expend additional time beyond the prescribed or regularly scheduled operating hours of Town Hall.

C. There shall be no paid overtime or additional compensation for time spent working beyond the prescribed or regularly scheduled operating hours of Town Hall.

D. There shall be no compensatory time for additional time spent working beyond the prescribed or regularly scheduled operating hours of Town Hall, except as otherwise provided herein.

E. In addition, as a municipal employee subject to Chapter 268A of the Massachusetts General laws, the Town Accountant shall act in accordance with said Chapter, including but not limited to, Section 23 of said Chapter.

Section VII: Town Accountant Evaluation.

A. The Town Administrator shall review and evaluate the Town Accountant every year from the date of appointment. Said review and evaluation shall be based on goals and objectives developed jointly by the Town Administrator and the Town Accountant. Further, the Town Administrator shall provide the Town Accountant with a summary written statement of the evaluation findings and shall provide an adequate opportunity for the Town Accountant to discuss her evaluation with the Town Administrator; and to respond in writing. The evaluation shall be part of the Town Accountant's personnel file, subject to the Massachusetts Public Records Law.

B. Annually, the Town Administrator and the Town Accountant shall define the goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Town's policy objectives and shall further establish a general priority among those various goals and objectives. Said goals and objectives shall be reduced to a writing, which shall be signed by both parties and shall be incorporated into this Agreement. The goals shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.

Section VIII: Suspension, Discipline & Termination.

A. The Board of Selectmen may discipline, suspend without pay or terminate the Town Accountant for cause, as defined in Section IV. The Town Accountant shall have the rights set forth in the Open Meeting Law. The Board of Selectmen's decision shall be final and binding.

B. Discharge shall be in accordance with Section IV.

Section IX: Hours of Work.

A. The Town Accountant will devote full time and attention to the business of the town and will not engage in any other business during office hours, except with the written approval of the Town Administrator.

B. It is recognized that the Town Accountant must devote a great deal of time outside of normal office hours to attend to the business of the Town, and that, as a result, the Town Accountant will have the ability to adjust his/her normal office hours accordingly as she deems appropriate.

Section X: Employee Benefits.

Except as expressly modified herein, the Town Accountant shall be provided employee benefits based upon the Town's General By-Laws and the regulations, policies, and practices of the Town relating to employee benefits for non-union personnel including holidays, paid time off (PTO), leaves of absence, jury duty, military leave, group life and medical insurance, and retirement benefits, as they now exist or hereafter may be amended at the discretion of the Board, and subject to the terms and conditions of any such employee benefit plan, policy, or practice.

A. **Health Insurance.** The Town will provide to the Town Accountant with the same health insurance policies as it does to other non-union Town employees.

B. **Life and Disability Insurance.** The Town will provide to the Town Accountant with the same disability and life insurance policies as it does to other non-union Town employees.

C. **Vacation.** The Town Accountant shall be entitled to four (4) weeks of vacation time as defined in the Town of Ludlow Personnel Policy Manual. With the approval of the Town Administrator, up to one week vacation time can be carried over to the subsequent year. There is no buyback provision allotted regarding this clause.

D. Personal Days. The Town Accountant shall be awarded three (3) personal days, pro-rated for the first year. Said personal days shall not be carried over from year to year; any personal days not used prior to June 30 of each year shall be forfeited. Personal days shall not be compensable upon separation.

E. Holidays. The Town Accountant shall be compensated at her daily base wage rate for the following holidays in accordance with the town's Personnel Policies: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth (June 19), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. In addition to the holidays listed above, the Town Accountant will also be authorized to take off one half (½) day of work on Christmas Eve and New Year's Eve, provided that Christmas Eve and New Years Eve fall on the Town Accountant's regularly scheduled workday. No additional time will be granted when Christmas Eve or New Years Eve falls on a Saturday or Sunday.

This Agreement shall prevail over any conflicting personnel provisions of the Town Personnel By-Law or Rules or Regulations. All other benefits set forth in the Personnel By-Law or Rules or Regulations, not covered by this Agreement shall be provided to the Town Accountant.

Section XI. Professional Development.

The Town encourages the Town Accountant to engage in and participate in continuing education and municipal associations and conferences. The Town believes that said participation will contribute to the Town Accountant's professional development, from which the Town will benefit. To that end:

A. The Town agrees to pay for the registration, travel, and food expenses of the Town Accountant when attending short courses, institutes, and seminars that are necessary for her professional development and jointly agreed to by the Town Administrator and Town Accountant.

B. The Town shall pay annually for professional memberships, subscriptions, conferences, courses and other related expenses subject to funding and the Town Administrator's approval.

C. Any travel outside of New England for professional development purposes requires prior written approval by the Town Administrator.

Section XII: Expenses.

A. Town Accountant shall be reimbursed for any reasonable and necessary expenses incurred in the performance of her duties, or as an official representative of the Town, which shall include attending civic or social events to the extent permitted pursuant to G.L. c. 268A and the Anti-Aid Amendment. Any expenses that the Town Accountant submits for such reimbursement must be accompanied by documentation, such as invoice, memos, or other evidence that said expenses were actually incurred.

Section XIII: Indemnification.

A. To the extent permitted pursuant to G.L. c. 258, the Town shall defend, save harmless and indemnify the Town Accountant against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Accountant, even if said claim has been made following her separation from employment, provided that the Town Accountant acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Accountant.

B. The Town, or its designee/insurer, shall select the Town Accountant's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the Town Accountant in connection with such claims or suits involving the Town Accountant in his professional capacity. Notwithstanding the foregoing, if the Town Accountant refuses counsel selected by the Town, indemnification may be denied.

C. The Town shall not be required to indemnify or hold harmless the Town Accountant for an intentional violation of the civil rights of any person or if he acted in a grossly negligent, willful, malicious manner, or outside the scope of his authority.

D. The Town shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing, or appeal related to any action brought by either party to enforce this agreement.

E. This Section shall survive the termination of this Agreement.

Section XIV: Renewal of Agreement.

A. The Town Administrator or his/her designee shall begin negotiations/discussions at least six (6) months prior to the expiration of this Agreement.

Section XVI: Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN: Town Administrator
488 Chapin Street
Ludlow, MA 01056

TOWN ACCOUNTANT: Michelle White

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVII: General Provisions.

A. For any clause of this contract that provides that a certain benefit to the Town Accountant shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation at any and all Town Meetings.

B. The Town agrees that it shall not at any time during the term of this contract reduce the salary, compensation, or other benefits of the Town Accountant, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

C. The text herein shall constitute the entire Agreement between the parties.

D. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees and personal representatives of the Town Accountant.

E. In the event a new Board of Selectmen is voted in, or a Town Administrator is hired during the term of this Agreement, the terms and conditions contained herein shall remain in effect. In the event the Town selects a new form of government, i.e. Town Council/Town Manager form of government, the parties will negotiate in good faith amendments consistent with such new governmental form.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

G. This Agreement may not be modified, altered, or changed except by mutual agreement of the parties contained in a written instrument signed by both parties.

H. For the purposes of the Fair Labor Standards Act, 29 U.S. C., Section 201, et seq., the Town Accountant shall be a salaried, exempt executive employee.

I. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

J. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.

K. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

L. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the Town of Ludlow, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Accountant has signed and executed this Agreement, both in duplicate.

The Town of Ludlow,
By its Board of Selectmen as authorized
representative,

William Rosenblum, Chair

Date

Anthony Alves, Vice-Chair

Date

Manuel D. Silva

Date

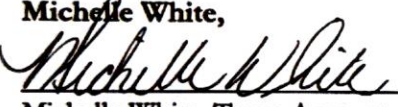
James Gennette

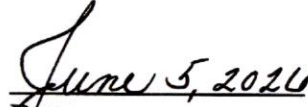
Date

Antonio Sanches

Date

Michelle White,


Michelle White, Town Accountant



Date

Attested:

Kim Batista, Town Clerk

Date

APPROVED AS TO FORM

Labor Counsel

Date

I certify there is an appropriation for FY 2025 in Account 033351-51201 to fund the first year of this contract.

Finance Director

DATE:

ALVES	BENTA
BABIN	KIMBERLY
BERNARDO	JOAO
BETTENCOURT	MICHAEL
BOBOWIEC	CYNTHIA JEAN
BOYEA	SUSAN
BROWN	CHRISTINA
CANOA	LILY
CARNEIRO	PHYLLIS
CARREIRA	LORRAINE
CAVALLO	JOAN
COSTA	LUISA
DREWNIAK	CHRISTOPHER
DUARTE	DENNIS
DUFOUR	JENNIFER
DUMAINE	ELIZABETH
EAGEN	DYLAN
ECKERT	THERESA
ECKERT	JOHN
EFREMIDES	SUSAN
FERRERO	LINDA
GADZIALA	ANN
GATESMAN	PAUL
GREEN	KATHY
HIERSCHE	JOHN
HOEFT	GABRIEL
HUMPHRIES	JERI
KNAPP	MARY ELLEN
LAFEVER	MICHAËL
LAVOIE	MAURICE
LAVOIE	EILEEN
MANCHESTER	BONNIE
MANCUSO	PETER
MAY	PAULA
MAY	DOUGLAS
MCCARTHY	MAUREEN
MUSIAK	SARAH
MYETTE	TERI
NOWAK, JR	FRED
OLLARI	DIANNE
OLLARI	AMY
OSTROWSKI	WILHELMINA

PEABODY	LEIGH
PETERSON	WILLIAM
PETROLATI	MARY
PORFILIO	KELLY
PRIEST	JUDITH
PULA	DONNA
RADOWSKI	ROBERT
ROGOWSKI-DUARTE	CAROLYN
ROULSTON	JANE
SERAFINO	PETER
SHEEHAN	CAROL
SOCHA	BEVERLY
SOUSA	ROSALINA
SWIFT	SUSAN
TIERNEY	ANGELA
TIERNEY	PHILIP
TOKARZ	BEVERLY
TOMLINSON	DENISE
TRANGHESE	MARY JO
TYBURSKI	ALICIA
TYBURSKI	JOSEPH
WALTON	DIANE
WURSZT	BARBARA
YANDO	JUDITH
ZURAWSKI	THEODORE

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

This application must be completed and returned to the Select Board's Office, 488 Chapin Street, Ludlow, MA 01056 along with a check made payable to the Town of Ludlow in the amount of \$100.00 by JUNE 1, 2026.

Name of Business: CHENIER'S GRAVEL BANK, INC
Address: 405 MUNSING STREET, LUDLOW, MA
Telephone Number: (413) 583-2930
Email Address: cheniersgravel@charter.net
Mailing Address: 405 MUNSING STREET, LUDLOW, MA 01056

Name & Address of Business/Persons performing the work: JAMES CHENIER and JOHN B CHENIER JR CHENIER'S GRAVEL BANK, INC.

Owner's Name & Address of property on which operation is to be carried out: JOHN B CHENIER et al for TWIN PROPERTIES LLC
501 MUNSING STREET, LUDLOW, MA 01056

Total Number of acres owned: NINETY-SEVEN (97) ACRES

Number of acres currently being worked: 0

Number of acres currently under reclamation: 0

Estimated Plan of removal for upcoming year. NO ACTIVE REMOVAL PLAN

Number of acres _____ times \$2,500.00 per acre equals amount of bond required.
Provide proof of bond

Hours of operation: M-F 7:30AM-5:00PM; SATURDAY 7:30AM-2PM.

Routes of access to the area from nearest public way: MUNSING STREET

Route of transportation of material to be removed from the site: MUNSING STREET

RECEIVED

MAY 20 2026

SELECT BOARD
LUDLOW, MA 01056

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

This application must be completed and returned to the Select Board's Office, 488 Chapin Street, Ludlow, MA 01056 along with a check made payable to the Town of Ludlow in the amount of \$100.00.

Name of Business: Daniel's Gravel Bank LLC
Address: 466 Miller Street Ludlow MA 01056
Telephone Number: 413-331-5317
Email Address: Connie@canda-construction.com
Mailing Address: 796 Sheridan Street Chicopee MA 01020

Name & Address of Business/Persons performing the work: _____

Owner's Name & Address of property on which operation is to be carried out: _____

Total Number of acres owned: 170

Number of acres currently being worked: 2

Number of acres currently under reclamation: 0

Estimated Plan of removal for upcoming year: Continue Excavationg
crushing Processing matereals

Number of acres 2 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond

Hours of operation: 7.00 AM → 5.00 Pm

Routes of access to the area from nearest public way: Miller street

Route of transportation of material to be removed from the site: Miller street

RECEIVED

MAY 29 2026

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMITSELECT BOARD
LUDLOW, MA 01056

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

This application must be completed and returned to the Select Board's Office, 488 Chapin Street, Ludlow, MA 01056 along with a check made payable to the Town of Ludlow in the amount of \$100.00 by JUNE 1, 2026.

Name of Business: Ray Haluch Inc.
Address: 1014 Center St. Ludlow, MA, 01056
Telephone Number: 413-583-6508
Email Address: kevin@rayhaluchinc.com
Mailing Address: 1014 Center St., Ludlow, MA 01056

Name & Address of Business/Persons performing the work: Joanne Martins
and Kevin Martins 1014 Center St., Ludlow, MA, 01056

Owner's Name & Address of property on which operation is to be carried out: Joanne Martins and Kevin Martins, 1014 Center St.,
Ludlow, MA 01056

Total Number of acres owned: 80

Number of acres currently being worked: 1

Number of acres currently under reclamation: Everything is reclaimed

Estimated Plan of removal for upcoming year: 1/2 acre

Number of acres 1 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond

Hours of operation: 7:00^{AM} to 5:00 PM Monday thru Saturday

Routes of access to the area from nearest public way: Rte 21, Center St.
Ludlow, MA. 01056

Route of transportation of material to be removed from the site: Rte 21, Center St.
Ludlow, MA 01056

RECEIVED

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT MAY 26 2026

SELECT BOARD
LUDLOW, MA 01056

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

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Name of Business: NAWROCKI CONST. INC.
Address: 4 LYONS ST. GRANBY MA 01033
Telephone Number: 413-374-8072
Email Address: JIM.NAWROCKI@COMCAST.NET
Mailing Address: SAME AS ABOVE

Name & Address of Business/Persons performing the work: SAME AS ABOVE

Owner's Name & Address of property on which operation is to be carried out: JLN PROPERTIES LLC
4 LYONS ST. GRANBY MA 01033

Total Number of acres owned: 39

Number of acres currently being worked: 3

Number of acres currently under reclamation: 1.5

Estimated Plan of removal for upcoming year: 1.5

Number of acres 3 times \$2,500.00 per acre equals amount of bond required.
Provide proof of bond

Hours of operation: 7AM-5PM M-F 8A-12P SAT

Routes of access to the area from nearest public way: LYONS ST. GRANBY MA 01033

Route of transportation of material to be removed from the site: SAME AS ABOVE

May 29, 2026

RECEIVED

JUN 01 2026

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT

SELECT BOARD
LUDLOW, MA 01056

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

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Name of Business: SCANTIC LANDS LLC
Address: 1102 CENTER STREET LUDLOW
Telephone Number: 413 589-0147
Email Address: STARS@CONTEMPORARYSTRUCTURESINC.COM
Mailing Address: SAME AS ABOVE

Name & Address of Business/Persons performing the work: BRUCE LIBBY TRUSTEE

Owner's Name & Address of property on which operation is to be carried out: SCANTIC LANDS LLC
1102 CENTER STREET LUDLOW

Total Number of acres owned: 140

Number of acres currently being worked: 3 ACRES

Number of acres currently under reclamation:

Estimated Plan of removal for upcoming year: • 5

Number of acres 3 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond

Hours of operation: 7 AM to 5 PM MONDAY THRU SATURDAY

Routes of access to the area from nearest public way: THROUGH 1102 CENTER STREET LUDLOW

Route of transportation of material to be removed from the site: THROUGH 1102 CENTER STREET LUDLOW

RECEIVED

JUN 02 2026

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT

SELECT BOARD
LUDLOW, MA 01056

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

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Name of Business: Ginmar Enterprises Inc
Address: 136 Carmelina's Circle
Telephone Number: 413-583-6020
Email Address: mail@ginmarent.com
Mailing Address: 136 Carmelina's Circle Ludlow MA 01056

Name & Address of Business/Persons performing the work:

same

Owner's Name & Address of property on which operation is to be carried out:

L & E Gomes, LLC & Ginmar Enterprises Inc
address same

Total Number of acres owned: 18

Number of acres currently being worked: 8

Number of acres currently under reclamation: The area is graded to Profile
& used for Product Storage

Estimated Plan of removal for upcoming year: consistent w/previous
years

Number of acres 8 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond continuation Certificate

Hours of operation: 7am-4pm

Routes of access to the area from nearest public way:

East Street → to Carmelina's Circle

Route of transportation of material to be removed from the site:

Operating Area →
Carmelina's Circle → East Street

RECEIVED

MAY 29 2026

SELECT BOARD
LUDLOW, MA 01056**APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT**

Prior to the renewal of your Gravel Bank Permit, it will be necessary for you to supply the Select Board's Office with the following information. Please provide copy of your bond with this application. *Passbooks will no longer be accepted* The license holder is also required to submit a survey of the property, which is being worked, the exact number of acres being worked, plans for reclamation and also any reclaiming that has already been completed.

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Name of Business: LUDLOW FISH & GAME CLUB, INC
Address: 200 SPORTSMEN'S RD, LUDLOW, MA 01056
Telephone Number: 413-583-4055
Email Address: LFGMEMBER@gmail.com
Mailing Address: P.O. Box 172, LUDLOW, MA 01056

Name & Address of Business/Persons performing the work: ALAN SIOK & SON

Owner's Name & Address of property on which operation is to be carried out: LUDLOW FISH & GAME CLUB, INC
200 SPORTSMEN'S RD, LUDLOW, MA 01056

Total Number of acres owned: 81

Number of acres currently being worked: 1

Number of acres currently under reclamation: 0

Estimated Plan of removal for upcoming year: 5000 OR LESS

Number of acres 1 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond

Hours of operation: 9:00 AM - 2 PM MON. - FRI

Routes of access to the area from nearest public way: FROM LF+6 ALONG
SPORTSMAN'S RD TO CHAPIN ST. TO MILLER ST.
NORTH ON MILLER TO SIOK GRAVEL

Route of transportation of material to be removed from the site: SAME

RECEIVED

JUN 04 2026

APPLICATION FOR THE RENEWAL OF GRAVEL BANK PERMIT

SELECT BOARD
LUDLOW, MA 01056

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Name of Business: Caracas Construction Corp
Address: 592 Holyoke Street Ludlow, Ma. 01056
Telephone Number: (413) 547-6200
Email Address: emma@caracascorp.com
Mailing Address: 592 Holyoke Street Ludlow, Ma. 01056

Name & Address of Business/Persons performing the work: Caracas Construction Corp.
592 Holyoke Street Ludlow, Ma. 01056

Owner's Name & Address of property on which operation is to be carried out: _____
Caracas Construction Corp.
592 Holyoke Street Ludlow, Ma. 01056

Total Number of acres owned: _____

Number of acres currently being worked: 1

Number of acres currently under reclamation: 1

Estimated Plan of removal for upcoming year. Yes

Number of acres 1 times \$2,500.00 per acre equals amount of bond required.

Provide proof of bond

Hours of operation: 7 am - 4 pm

Routes of access to the area from nearest public way: Holyoke Street

Route of transportation of material to be removed from the site: Holyoke Street

Town of Ludlow
488 Chapin Street
Ludlow, MA 01056

Invoice number 22302A-10
Date 06/05/2026

Project 22302A LUDLOW OPM SERVICES

For professional services rendered through May 31, 2026

PO #12224032-00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Development	9,510.00	100.00	9,510.00	9,510.00	0.00
Construction Documents	9,510.00	100.00	9,510.00	9,510.00	0.00
Bidding/Negotiation	7,750.00	15.00	0.00	1,162.50	1,162.50
Construction Administration	69,250.00	0.00	0.00	0.00	0.00
Total	96,020.00	21.02	19,020.00	20,182.50	1,162.50

Invoice total 1,162.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22302A-10	06/05/2026	1,162.50	1,162.50				
	Total	1,162.50	1,162.50	0.00	0.00	0.00	0.00

TOWN OF LUDLOW¹

CONTRACT #

2026-002

STATE CONTRACT # (if applicable)

DATE:05/19/2026

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

Pagcon LLC

["Contractor"]

John Paquette

[Contact Name for Responsible Person]

351 Old Plymouth Rd

Sagamore Beach, MA 02562

[Address of the Contractor]

508-833-7700

[Telephone Number]

john@pagcon.com

[Email Address]

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

(Describe the work to be performed or attach agreed-upon scope of services) Install a carport at the Town of Ludlow Senior Center, 228 State Street, Ludlow, MA, in accordance with IFB 2026-002

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

\$53,200

3. Payment will be made as follows:

¹ Construction Under \$250,000.00

- 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 \$ _____, 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 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.

4. Security:

- 4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.
- 4.2 If this Contract is to be used for either Building Construction subject to MGL c. 149 or Public Works Construction subject to MGL c. 30, § 39M or MGL c. 30B, § 5 the following chart and notes are provided for clarification on the minimum required security subject to the Town requiring additional security:

Contract Price	Performance Bond	Payment Bond	Bid Deposit
Under \$10,000	No	No	No
\$10,000 - \$25,000	No	No	No
\$25,001 - \$50,000	No	50% of total contract price ²	No
\$50,001 - \$150,000 ³	No	50% of total contract price	5% of total bid
Over \$150,000 ⁴	100% of contract price	100% of contract price	5% of total bid

5. Definitions:

² As required by MGL c. 149, § 29 for Building Construction Contracts as well as Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

³ This \$150,000 threshold is applicable to only Building Construction Contracts subject to MGL c. 149, but not to Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, that are more than \$50,000. This row applies to all Public Works Contracts subject to MGL c. 30, § 39M, that are greater than \$50,000.

⁴ The requirements of this row only apply to for Building Construction Contracts subject MGL c. 149, but not for Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

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

6. Term of Contract and Time for Performance:

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

7. Subject to Appropriation:

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

8. Permits and Approvals:

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

9. Termination and Default:

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

provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

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

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

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

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

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

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

General Laws Chapter 30, Section 39, *et seq.* – Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* – Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

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

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

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (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; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of Chapter 268A.

14. Certification of Tax Compliance

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

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and

policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Chapter 151B of the Massachusetts General Laws, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

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

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

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

other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

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

17. Condition of Enforceability Against the Town:

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

18. Corporate Contractor:

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

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

19. Contractor's Personnel:

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

20. Liability of Public Officials:

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

21. Indemnification:

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

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

by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

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

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

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

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

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all

losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

22.3 Other Insurance Requirements

- (a) Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- (b) Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- (c) The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- (d) All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MHA" or "ACORD" Certificate of Insurance form, shall contain true

transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

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

23. Documents, Materials, Etc.

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

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

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

24. No Employment

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

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. Waiver and Amendment

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

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

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

28. Severability

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

29. Forum and Choice of Law

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

30. Notices

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

31. Binding on Successors:

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

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Counterparts:

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

34. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto.

[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:

Chair Date

Vice-Chair Date

Clerk Date

Member Date

Member Date

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

Town Accountant Date

Chief Procurement Officer:

Date

Certified as to Form:

Town Counsel Date

CONTRACTOR

Signature Date 6/9/2026

John paquette, manager

Print Name and Title

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Signature Date 6/9/2026

John Paquette
Print Name

Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

John Paquette [*Print name of authorized signatory*], the authorized signatory for Paquon LLC [*Print company name*], ("Contractor") whose principal place of business is at 351 Old Plymouth Rd, Sagamore Beach, MA 02562 [*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 6/9/2026

John Paquette
Print Name

Manager
Title/Authority

83-2991450
Federal Tax ID Number or Social Security Number

SUPPLEMENT "C"

[] CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of:

- (1) Public Buildings and Public Works (governed by the provisions of General Laws Chapter 30B);
 - (2) Public Buildings (governed by the provisions of General Laws Chapter 149, § 44A, *et seq.*); and
 - (3) Public Works (governed by the provisions of General Laws Chapter 30, §39M, *et seq.*)
1. This form supplements the Town's Contract and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
 2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bonds (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
 3. Equality:
 - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Section 44A *et seq.*
 - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town's Project Representative (herein after "Project Representative") as to its acceptability.
 4. Change Orders:
 - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.

- 4.2. Change orders to contracts governed by Massachusetts General Laws, Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five percent (25%), in compliance with Section 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to Massachusetts General Laws Chapter 151, Section 1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of Massachusetts General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.
 6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
 7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
 8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
 9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days' notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
 10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.

11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days' written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. Inspection by the Town's Project Representative

- 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.

- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.

- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14.1 Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

- 16.1 In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven (7) days' written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.
- 16.2 In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.
- 16.3 The Contractor shall not be relieved of liability to, or duty to indemnify, the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Contract, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Contract in whole or in part for its convenience upon seven (7) days' written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall, before the first application for payment, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.
- 17.2. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent (5 %);
 - .3 Subtract the aggregate of previous payments made by the Town; and
 - .4 Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

18. Withholding of Payments

18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town from loss on account of:

18.1.1. Defective work not remedied.

18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days' after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

19.2 The limit of liability of the Town under this Contract is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, frustration, obstruction, hindrance, interference, compression or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable

law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time to the time for contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

23.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.

24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of

liability required by law, unless otherwise provided in the Contract Documents. The Contractor's insurance shall include:

Excess Liability (Umbrella)	\$3,000,000
Excess Liability (Umbrella) Insurance (Subcontractors)	\$1,000,000, or 1.5 times the value of the subcontract, whichever is higher.

26.3. The above insurance policies shall also be subject to the following requirements:

26.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

26.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract Documents.

27.4. The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all

the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the Massachusetts General Laws with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

- 29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, new, and of recent manufacture unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.
- 29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any monies still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.
- 29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

BID BOND
(Percentage)

Bond Number 67880106

KNOW ALL PERSONS BY THESE PRESENTS, That we Pagcon LLC

_____ of
351 Old Plymouth Road, Sagamore Beach, MA 02562, hereinafter

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto Town of Ludlow

of 488 Chapin St., Ludlow, MA 01056

hereinafter referred to as the Oblige, in the sum of Five Percent of the
Amount Bid (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Senior Center Carport

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of May, 2026.

Pagcon LLC

(Principal)

By

(Seal)

John Paquette

Western Surety Company

(Surety)

By

(Seal)

Robert L Hollis Jr.,
Attorney In Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67880106

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Robert L Hollis Jr.

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Paqcon LLC

Obligee: Town of Ludlow

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

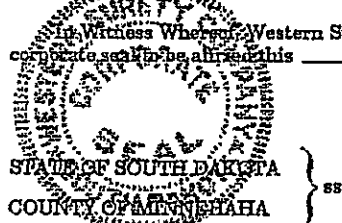
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67880106 is not issued on or before midnight of August 13th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 15th day of May, 2026.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 15th day of May, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 18, 2031

P. Dahl
Notary Public - South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of May, 2026.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
Form F5308-5-2023

Pagcon LLC
351 Old Plymouth Rd
Sagamore Beach, Ma 02562
508.833.7700
508.591.8307 fax
john@pagcon.com

Proposal

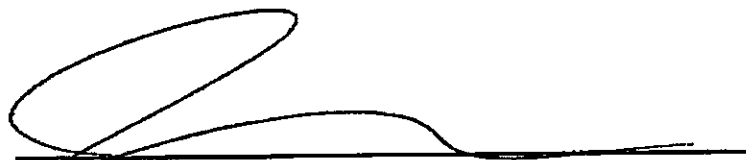
05/11/2026

Town of Ludlow - Senior Center Car Port

We hereby submit specifications and estimates for:

- Complete Project as described in Town of Ludlow IFB 2026-002 "Senior Center Car Port"
- Supporting Documents Enclosed

Total Cost: \$53,200
Fifty Three Thousand Two Hundred


John Paquette, Manager

EXCLUSIONS:
NOTE:

Bidders Name: PAQCON: References

1. Project Name: Keith Hartford Sailing Center

Contact Person: Brian Cherry

Contact: (508) 830-5054 Email: bcherry@maritime.edu

Owner: Massachusetts Maritime Academy

Job Description: Demo and replacement of first and second floor deck, stairs and railing, reframing, replacing siding, painting, concrete footings, sheathing and drywall, replacing windows and doors.

Completed: June - August 2022 Contract price: \$218,000

2. Contact Person: James Mulrey

Contact: (617) 592-5757 Email: ajrobicheu@verizon.net

Owner: Robicheau Construction

Job Description: move and rebuild walls, replace siding, reconstruction of bathroom, painting, replace windows, doors and trim, replace acoustical tiles and grid, roof replacement, deck replacement, Installation of storm doors,install cabinets.

Completed: 2022 Contract price: \$535,000

3. Project Name: Somerville on call contract

Project Location: Somerville, MA

Project Status: Complete 2024 Project Cost: \$162,000

Contact Person: Matt Bennett - Awarding Authority Phone: (857) 300-3414

Contact Company: City of Somerville

Project Description: Multiple projects including exterior repairs, Renovation of apartment including plumbing fixtures,cabinets patching, painting, flooring, DPW countertop replacement and glass door/wall replacement

4. Project Name: Umass Dartmouth On Call

Project Location: 285 Old Westport Road, Dartmouth, MA

Project Status: Completed 2021 Project Cost: \$460,000.00

Contact Person: Karen Parker Phone: (508) 991-0116 Email:

kparker8@umassd.edu

Contact Company: University of Massachusetts Dartmouth

Project Description: Remove and install shades, remove and replace partitions/fixtures in bathrooms, roofing, tiling, markerboards, projection screens, build new walls, drywall, paint, paving, sitework, fencing, drainage

5. Project Name: Bocce Courts

Project Location: Lowell

Project Status: Complete 2022 Project Cost: \$93,000.00

Contact Person: Jessica Wilson - Awarding Authority Phone: (978) 674-1413

Contact Company: City of Lowell

Project Description: Construction of bocce court roof structure 100ft long, demo and reconstruct bocce court

Town of Ludlow, Select Board Office
488 Chapin Street, Third Floor
Ludlow, MA 01056
(413)-583-5600 x0

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

CORPORATE AFFIDAVIT FORM

Paqcon LLC
COMPANY NAME

83-2991450
FID OR SOCIAL SECURITY

508-833-7700
PHONE NUMBER

N/A
DUNS NUMBER (IF APPLICABLE)

john@paqcon.com
EMAIL ADDRESS

351 Old Plymouth Rd Sagamore Beach MA 02562
ADDRESS CITY STATE ZIP CODE


AUTHORIZED SIGNATURE TITLE

Manager

John Paquette
PLEASE PRINT NAME OF AUTHORIZED SIGNER TITLE

Manager

FAX NUMBER _____

PHONE NUMBER 508-833-7700

PLEASE CHECK WHERE APPROPRIATE:

MINORITY OWNED BUSINESS ENTERPRISE _____

WOMEN OWNED BUSINESS ENTERPRISE _____

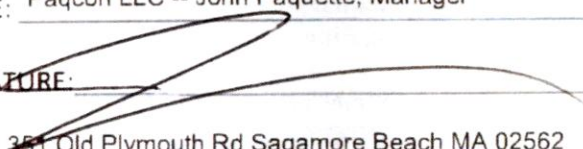
RESPONDER CERTIFICATION

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with Town representatives and noted on the proposal submitted.

Responder guarantees the product/s offered will meet or exceed specifications identified in this IFB.

Responder Must Fill in, sign, and return with Proposal:

CONTRACTOR NAME: Paqcon LLC -- John Paquette, Manager

CONTRACTOR SIGNATURE: 

MAILING ADDRESS: 381 Old Plymouth Rd Sagamore Beach MA 02562

CITY, STATE, ZIP: Sagamore Beach MA 02562

PHONE NUMBER: 508-833-7700

E MAIL ADDRESS: john@paqcon.com

DATE: 5-11-2026

Please acknowledge all Addenda to the RFP by entering each Addenda number below (if applicable):

ADDENDA NO. N/A

Town of Ludlow, Select Board
488 Chapin Street, Third Floor
Ludlow, MA 01056
413-583-5600 x0

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

TAX CERTIFICATION FORM

CHAPTER 233 (SECTIONS 35 AND 36) of the ACTS AND RESOLVES OF 1983, enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR BID OFFER, ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER THE LAW.

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE TOWN TAXES.

Paqcon LLC	83-2991450
COMPANY NAME	FEDERAL IDENTIFICATION SOCIAL SECURITY NUMBER
351 Old Plymouth Rd	Sagamore Beach MA 02562
ADDRESS	CITY STATE ZIP
	Manager
AUTHORIZED SIGNATURE	TITLE
John Paquette	5/11/2026
PRINT NAME-AUTHORIZED SIGNER	DATE SIGNED

Town of Ludlow, Select Board Office
488 Chapin Street, Third Floor
Ludlow, MA 01056
(413)-583-5600 x0

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

I,

John Paquette

Manager

(Name of signatory party)

(Title)

do hereby state:

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

Paqcon LLC

on the

2026-002 Senior Center Carport

(Contractor, subcontractor or public body)

(Building or project)

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

Signature

Print Name John Paquette

Title Manager

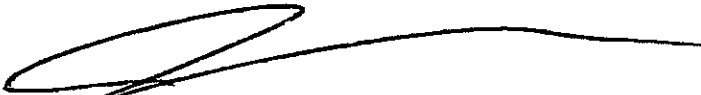
Date 5/11/2026

Town of Ludlow, Select Board
488 Chapin Street, Third Floor
Ludlow, MA 01056
413-583-5600 x1298

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

LABOR HARMONY AND OSHA TRAINING

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



SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

John Paquette

PRINT NAME

Paqcon LLC

NAME OF BUSINESS

83-2991450

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

508-833-7700

PHONE NUMBER

5/11/2026

DATE

OSHA TRAINING CERTIFICATION FOR CONTRACTORS

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

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

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

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

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

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

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

Town of Ludlow, Select Board
488 Chapin Street, Third Floor
Ludlow, MA 01056
(413) 583-5600 x0

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

CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

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

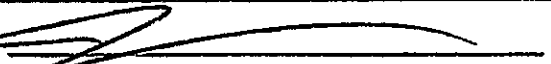
(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational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

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

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

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

Company: Paqcon LLC

Authorized Signature: 

Print Name: John Paquette

Title: Manager

Date: 5/11/2026

Telephone: 508-833-7700

Fax: N/A

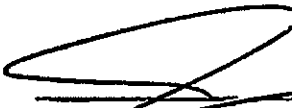
Email: john@paqcon.com

Town of Ludlow, Select Board
488 Chapin Street, Third Floor
Ludlow, MA 01056
(413) 583-5600 x0

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

CERTIFICATE OF NON-COLLUSION FORM

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



SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

John Paquette

PRINT NAME

Paqcon LLC

NAME OF BUSINESS

83-2991450

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

508-833-7700

PHONE NUMBER

5/11/2026

DATE

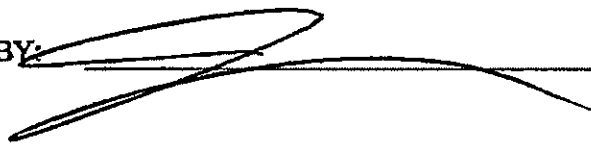
Town of Ludlow, Select Board
488 Chapin Street, Third Floor
Ludlow, MA 01056
413-583-5600 x0

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

DEBARMENT DISCLOSURE FORM

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

NAME OF BIDDER: Paqcon LLC

BY: 

John Paquette, Manager

**PLEASE PRINT NAME & TITLE OF AUTHORIZED
PERSON SIGNING**

351 Old Plymouth Rd Sagamore Beach MA 02562

ADDRESS

Sagamore Beach, MA, 02562

CITY, STATE, ZIP CODE

508-833-7700

PHONE NUMBER

5/11/2026

DATE

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Paqcon LLC	
2 Business name/disregarded entity name, if different from above Paqcon LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLO if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) >	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 351 Old Plymouth Rd Sagamore Beach MA 02562	Requester's name and address (optional)
6 City, state, and ZIP code Sagamore Beach MA 02562	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
OR									
Employer identification number									
8	3		-	2	9	9	1	4	5 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here
Signature of U.S. person >

Date > 5/11/2026

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**TOWN OF LUDLOW
2026-002 INVITATION TO BID**

SENIOR CENTER CAR PORT

SEALED BIDS ARE DUE BY 5/15/2026 at 10:00 AM.

The Town of Ludlow is seeking sealed bids from responsible, responsive, and qualified contractors for the installation of a carport at the Senior Center, 228 State Street in Ludlow, MA.

Involvement with any Town of Ludlow Procurement shall be in accordance with M.G.L 30B, c. 149 30 & 39 M, 30, c. 30B & 5, c. 7C & 44-57 all as amended. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, CORI, DEP, and/or FEDERAL, STATE of MASSACHUSETTS rules, and regulations or other requirements, as each may apply.

Sealed bids for this project shall be received by the Town of Ludlow from responsible, responsive & qualified bidders submitted on forms furnished by the Town and clearly identified on the outside of the bid with the name and address of the bidder, and the name and Bid Number of the project, and submitted to:

Town of Ludlow
Select Board's Office
488 Chapin Street, Third Floor
Ludlow, MA 01056
c/o Brittany Beaumier, MCPPO

Bids will be received until 2:00 PM. EST 5/15/26. Bids hand delivered to the Town must be taken to the Select Board's Office and received by a staff person. Do not place bid packages in any of the outside drop boxes. Email submissions will not be accepted.

Beginning on 4/1/26 bid documents will be available by email request after 10:00 AM at bbeaumier@ludlow.ma.us. Submit requests between the hours of 8:00 AM until 4:00 PM and include Bid number, firm name, and address, contact name and title, email address, telephone number and fax number.

Site Visit:

There will be a site visit on 4/8/26 at 11:00 AM @ the Senior Center, 228 State Street. Please meet inside by the front desk. It is highly recommended contractors attend.

Copies of the BID PROPOSAL form are available at no cost at the Select Board's Office.

Please provide 1 original and 3 copies of your submittal.

Should the Town Hall be closed for unforeseen circumstances the bid opening will be held on the next business day at the same time.

In the event the Town receives low bids in identical amounts from two or more responsive bidders, the Town shall select the successful bidder by either: 1) a blind selection process such as flipping a coin or



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Ludlow City/Town: LUDLOW
Contract Number:
Description of Work: Install a carport at the Town of Ludlow's Senior Center
Job Location: 228 State Street, Ludlow, MA 01056

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$0.00	\$78.90
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$0.00	\$78.97
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	1/1/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$0.00	\$79.09
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	12/1/2025	\$36.75	\$10.65	\$9.75	\$8.57	\$0.00	\$65.72
LABORERS	6/1/2026	\$38.05	\$10.65	\$9.75	\$8.57	\$0.00	\$67.02
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$39.35	\$10.65	\$9.75	\$8.57	\$0.00	\$68.32
	6/7/2027	\$40.75	\$10.65	\$9.75	\$8.57	\$0.00	\$69.72
	12/6/2027	\$42.15	\$10.65	\$9.75	\$8.57	\$0.00	\$71.12
	6/5/2028	\$43.65	\$10.65	\$9.75	\$8.57	\$0.00	\$72.62
	12/4/2028	\$45.15	\$10.65	\$9.75	\$8.57	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
LABORERS	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$40.32	\$14.50	\$4.30	\$6.25	\$0.00	\$65.37
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							
ASPHALT RAKER	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
BATCH/CEMENT PLANT - ON SITE OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS	12/1/2025	\$36.75	\$10.65	\$9.75	\$8.57	\$0.00	\$65.72
LABORERS - ZONE 3 (BUILDING & SITE)	6/1/2026	\$38.05	\$10.65	\$9.75	\$8.57	\$0.00	\$67.02
	12/7/2026	\$39.35	\$10.65	\$9.75	\$8.57	\$0.00	\$68.32
	6/7/2027	\$40.75	\$10.65	\$9.75	\$8.57	\$0.00	\$69.72
	12/6/2027	\$42.15	\$10.65	\$9.75	\$8.57	\$0.00	\$71.12
	6/5/2028	\$43.65	\$10.65	\$9.75	\$8.57	\$0.00	\$72.62
	12/4/2028	\$45.15	\$10.65	\$9.75	\$8.57	\$0.00	\$74.12
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57
2	65.00	\$31.28	\$7.07	\$9.32	\$3.90	\$0.00	\$51.57

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	\$33.68	\$7.07	\$10.03	\$4.20	\$0.00	\$54.98
4	75.00	\$36.09	\$7.07	\$10.74	\$4.50	\$0.00	\$58.40
5	80.00	\$38.50	\$7.07	\$11.45	\$4.80	\$0.00	\$61.82
6	85.00	\$40.90	\$7.07	\$12.18	\$5.10	\$0.00	\$65.25
7	90.00	\$43.31	\$7.07	\$12.88	\$5.40	\$0.00	\$68.66
8	95.00	\$45.71	\$7.07	\$13.62	\$5.70	\$0.00	\$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	\$56.36	\$12.84	\$15.57	\$5.89	\$0.00	\$90.66
BRICKLAYERS LOCAL 3	8/1/2026	\$58.56	\$12.84	\$15.57	\$5.89	\$0.00	\$92.86
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	2/1/2027	\$59.96	\$12.84	\$15.57	\$5.89	\$0.00	\$94.26

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.18	\$12.84	\$15.57	\$5.89	\$0.00	\$62.48
2	60.00	\$33.82	\$12.84	\$15.57	\$5.89	\$0.00	\$68.12
3	70.00	\$39.45	\$12.84	\$15.57	\$5.89	\$0.00	\$73.75
4	80.00	\$45.09	\$12.84	\$15.57	\$5.89	\$0.00	\$79.39
5	90.00	\$50.72	\$12.84	\$15.57	\$5.89	\$0.00	\$85.02

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.28	\$12.84	\$15.57	\$5.89	\$0.00	\$63.58
2	60.00	\$35.14	\$12.84	\$15.57	\$5.89	\$0.00	\$69.44
3	70.00	\$40.99	\$12.84	\$15.57	\$5.89	\$0.00	\$75.29
4	80.00	\$46.85	\$12.84	\$15.57	\$5.89	\$0.00	\$81.15
5	90.00	\$52.70	\$12.84	\$15.57	\$5.89	\$0.00	\$87.00

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS	12/1/2025	\$49.10	\$10.65	\$9.75	\$9.80	\$0.00	\$79.30
LABORERS - FOUNDATION AND MARINE	6/1/2026	\$50.65	\$10.65	\$9.75	\$9.80	\$0.00	\$80.85

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2026	\$52.15	\$10.65	\$9.75	\$9.80	\$0.00	\$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	12/1/2025	\$48.28	\$10.65	\$9.75	\$9.80	\$0.00	\$78.48
LABORERS	6/1/2026	\$49.83	\$10.65	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.33	\$10.65	\$9.75	\$9.80	\$0.00	\$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2026	\$43.81	\$9.19	\$11.25	\$6.90	\$0.00	\$71.15
CARPENTERS	9/1/2026	\$44.76	\$9.19	\$11.25	\$6.90	\$0.00	\$72.10
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN	3/1/2027	\$45.66	\$9.19	\$11.25	\$6.90	\$0.00	\$73.00

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.71	\$9.19	\$0.00	\$1.38	\$0.00	\$30.28
2	45.00	\$19.71	\$1.28	\$0.00	\$1.38	\$0.00	\$22.37
3	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
4	55.00	\$24.10	\$9.19	\$0.00	\$2.76	\$0.00	\$36.05
5	70.00	\$30.67	\$9.19	\$11.25	\$4.14	\$0.00	\$55.25
6	70.00	\$30.67	\$9.19	\$11.25	\$4.14	\$0.00	\$55.25
7	80.00	\$35.05	\$9.19	\$11.25	\$5.52	\$0.00	\$61.01
8	80.00	\$35.05	\$9.19	\$11.25	\$5.52	\$0.00	\$61.01

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.14	\$9.19	\$0.00	\$1.38	\$0.00	\$30.71
2	45.00	\$20.14	\$9.19	\$0.00	\$1.38	\$0.00	\$30.71
3	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57
4	55.00	\$24.62	\$9.19	\$0.00	\$2.76	\$0.00	\$36.57

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: CARPENTER

Effective Date: 9/1/2016

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	70.00	\$31.33	\$9.19	\$11.25	\$4.14	\$0.00	\$55.91
6	70.00	\$31.33	\$9.19	\$11.25	\$4.14	\$0.00	\$55.91
7	80.00	\$35.81	\$9.19	\$11.25	\$5.52	\$0.00	\$61.77
8	80.00	\$35.81	\$9.19	\$11.25	\$5.52	\$0.00	\$61.77

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME

10/1/2025

\$27.37

\$7.38

\$4.47

\$1.00

\$0.00

\$40.22

CARPENTERS

10/1/2026

\$28.47

\$7.38

\$4.47

\$1.00

\$0.00

\$41.32

CARPENTERS-ZONE 3 (Wood Frame)

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08
7	85.00	\$23.26	\$7.38	\$3.80	\$1.00	\$0.00	\$35.44
8	90.00	\$24.63	\$7.38	\$3.80	\$1.00	\$0.00	\$36.81

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
2	60.00	\$17.08	\$7.38	\$0.00	\$0.00	\$0.00	\$24.46
3	65.00	\$18.51	\$7.38	\$0.00	\$1.00	\$0.00	\$26.89
4	70.00	\$19.93	\$7.38	\$0.00	\$1.00	\$0.00	\$28.31
5	75.00	\$21.35	\$7.38	\$3.80	\$1.00	\$0.00	\$33.53
6	80.00	\$22.78	\$7.38	\$3.80	\$1.00	\$0.00	\$34.96
7	85.00	\$24.20	\$7.38	\$3.80	\$1.00	\$0.00	\$36.38
8	90.00	\$25.62	\$7.38	\$3.80	\$1.00	\$0.00	\$37.80

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING

1/1/2026

\$48.13

\$13.20

\$16.30

\$2.93

\$1.69

\$82.25

PLASTERERS AND CEMENT MASONS LOCAL 534

7/1/2026

\$49.32

\$13.20

\$16.30

\$2.93

\$1.69

\$83.44

Plasterers and Cement Masons - Zone 2

1/1/2027

\$50.51

\$13.20

\$16.30

\$2.93

\$1.69

\$84.63

7/1/2027

\$51.70

\$13.20

\$16.30

\$2.93

\$1.69

\$85.82

Construction

Classification

Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1/1/2028	\$52.89	\$13.20	\$16.30	\$2.93	\$1.69	\$87.01

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.07	\$13.20	\$16.30	\$0.00	\$0.00	\$53.57
2	60.00	\$28.88	\$13.20	\$16.30	\$2.93	\$1.69	\$63.00
3	65.00	\$31.28	\$13.20	\$16.30	\$2.93	\$1.69	\$65.40
4	70.00	\$33.69	\$13.20	\$16.30	\$2.93	\$1.69	\$67.81
5	75.00	\$36.10	\$13.20	\$16.30	\$2.93	\$1.69	\$70.22
6	80.00	\$38.50	\$13.20	\$16.30	\$2.93	\$1.69	\$72.62
7	90.00	\$43.32	\$13.20	\$16.30	\$2.93	\$1.69	\$77.44

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.66	\$13.20	\$16.30	\$0.00	\$0.00	\$54.16
2	60.00	\$29.59	\$13.20	\$16.30	\$2.93	\$1.69	\$63.71
3	65.00	\$32.06	\$13.20	\$16.30	\$2.93	\$1.69	\$66.18
4	70.00	\$34.52	\$13.20	\$16.30	\$2.93	\$1.69	\$68.64
5	75.00	\$36.99	\$13.20	\$16.30	\$2.93	\$1.69	\$71.11
6	80.00	\$39.46	\$13.20	\$16.30	\$2.93	\$1.69	\$73.58
7	90.00	\$44.39	\$13.20	\$16.30	\$2.93	\$0.00	\$76.82

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR	12/1/2023	\$43.06	\$13.78	\$12.15	\$3.00	\$0.00	\$71.99
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
PAINTERS LOCAL 35							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35 - ZONE 3							

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

DEMO: ADZEMAN	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER	12/1/2025	\$49.00	\$10.65	\$9.75	\$9.65	\$0.00	\$79.05
LABORERS	6/1/2026	\$50.55	\$10.65	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$52.05	\$10.65	\$9.75	\$9.65	\$0.00	\$82.10
	6/7/2027	\$53.65	\$10.65	\$9.75	\$9.65	\$0.00	\$83.70
	12/6/2027	\$55.25	\$10.65	\$9.75	\$9.65	\$0.00	\$85.30

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/5/2028	\$56.93	\$10.65	\$9.75	\$9.65	\$0.00	\$86.98
	12/4/2028	\$58.60	\$10.65	\$9.75	\$9.65	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	12/1/2025	\$48.75	\$10.65	\$9.75	\$9.65	\$0.00	\$78.80
LABORERS	6/1/2026	\$50.30	\$10.65	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$51.80	\$10.65	\$9.75	\$9.65	\$0.00	\$81.85
	6/7/2027	\$53.40	\$10.65	\$9.75	\$9.65	\$0.00	\$83.45
	12/6/2027	\$55.00	\$10.65	\$9.75	\$9.65	\$0.00	\$85.05
	6/5/2028	\$56.68	\$10.65	\$9.75	\$9.65	\$0.00	\$86.73
	12/4/2028	\$58.35	\$10.65	\$9.75	\$9.65	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	12/1/2025	\$48.00	\$10.65	\$9.75	\$9.65	\$0.00	\$78.05
LABORERS	6/1/2026	\$49.55	\$10.65	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$51.05	\$10.65	\$9.75	\$9.65	\$0.00	\$81.10
	6/7/2027	\$52.65	\$10.65	\$9.75	\$9.65	\$0.00	\$82.70
	12/6/2027	\$54.25	\$10.65	\$9.75	\$9.65	\$0.00	\$84.30
	6/5/2028	\$55.93	\$10.65	\$9.75	\$9.65	\$0.00	\$85.98
	12/4/2028	\$57.60	\$10.65	\$9.75	\$9.65	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DIVER	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate							
DIVER TENDER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate							
DIVER TENDER (EFFLUENT)	8/1/2024	\$83.69	\$10.08	\$11.62	\$12.67	\$0.00	\$118.06
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT)	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction)	7/1/2020	\$26.77	\$6.67	\$3.93	\$0.00	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888							
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN (Including Core Drilling)	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: ELECTRICIAN (Including Core Drilling)

Effective Date: 12/28/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00	\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00	\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00	\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

Apprentice: ELECTRICIAN (Including Core Drilling)

Effective Date: 6/28/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.76	\$7.80	\$0.63	\$0.00	\$0.00	\$30.19
2	45.00	\$24.48	\$7.80	\$0.70	\$0.00	\$0.00	\$32.98
3	50.00	\$27.21	\$14.00	\$7.53	\$0.00	\$0.00	\$48.74
4	55.00	\$29.93	\$14.00	\$7.61	\$0.00	\$0.00	\$51.54
5	65.00	\$35.37	\$14.00	\$9.84	\$0.00	\$0.00	\$59.21
6	70.00	\$38.09	\$14.00	\$11.30	\$0.00	\$0.00	\$63.39

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87
ELEVATOR CONSTRUCTORS LOCAL 41							

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$36.12	\$16.48	\$0.00	\$0.00	\$0.00	\$52.60
2	55.00	\$39.73	\$16.48	\$11.16	\$11.00	\$0.00	\$78.37
3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00	\$85.59

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	6/1/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	6/1/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	6/1/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

FIRE ALARM INSTALLER	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
/ COMMISSIONING	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
ELECTRICIANS LOCAL 7							

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

Apprentice: FIREMAN

Effective Date: 12/1/2023

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: FIREMAN

Effective Date: 12/1/2023

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$23.42	\$13.78	\$12.15	\$3.00	\$0.00	\$52.35
2	70.00	\$27.32	\$13.78	\$12.15	\$3.00	\$0.00	\$56.25
3	80.00	\$31.22	\$13.78	\$12.15	\$3.00	\$0.00	\$60.15
4	90.00	\$35.13	\$13.78	\$12.15	\$3.00	\$0.00	\$64.06

Apprentice to Journeyworker Ratio: 1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	\$28.09	\$10.65	\$9.75	\$6.56	\$0.00	\$55.05
LABORERS	6/1/2026	\$29.21	\$10.65	\$9.75	\$6.56	\$0.00	\$56.17
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$29.21	\$10.65	\$9.75	\$6.56	\$0.00	\$56.17

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

FLOORCOVERER	3/1/2026	\$44.34	\$8.56	\$11.25	\$6.90	\$0.00	\$71.05
FLOORCOVERERS LOCAL 2168	9/1/2026	\$45.29	\$8.56	\$11.25	\$6.90	\$0.00	\$72.00
FLOORCOVERERS LOCAL 2168 ZONE III	3/1/2027	\$46.19	\$8.56	\$11.25	\$6.90	\$0.00	\$72.90

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
2	45.00	\$19.95	\$8.56	\$0.00	\$1.38	\$0.00	\$29.89
3	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
4	55.00	\$24.39	\$8.56	\$0.00	\$2.76	\$0.00	\$35.71
5	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
6	70.00	\$31.04	\$8.56	\$11.25	\$4.14	\$0.00	\$54.99
7	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80
8	80.00	\$35.47	\$8.56	\$11.25	\$5.52	\$0.00	\$60.80

Apprentice: FLOORCOVERER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
2	45.00	\$20.38	\$8.56	\$0.00	\$1.38	\$0.00	\$30.32
3	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
4	55.00	\$24.91	\$8.56	\$0.00	\$2.76	\$0.00	\$36.23
5	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
6	70.00	\$31.70	\$8.56	\$11.25	\$4.14	\$0.00	\$55.65
7	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56
8	80.00	\$36.23	\$8.56	\$11.25	\$5.52	\$0.00	\$61.56

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice Notes							
Steps are 750 hrs.							
Apprentice to Journeyworker Ratio: 1:1							

FORK LIFT OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.25	\$13.78	\$12.15	\$3.00	\$0.00	\$68.18
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	6/1/2025	\$43.13	\$10.80	\$8.25	\$5.50	\$0.00	\$67.68
GLAZIERS LOCAL 1333	6/1/2026	\$44.73	\$11.20	\$8.40	\$6.05	\$0.00	\$70.38
GLAZIERS LOCAL 1333	6/1/2027	\$46.73	\$11.60	\$8.55	\$6.60	\$0.00	\$73.48
	6/1/2028	\$48.73	\$12.00	\$8.70	\$7.20	\$0.00	\$76.63

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 6/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.57	\$10.80	\$8.25	\$5.50	\$0.00	\$46.12
2	56.25	\$24.26	\$10.80	\$8.25	\$5.50	\$0.00	\$48.81
3	62.50	\$26.96	\$10.80	\$8.25	\$5.50	\$0.00	\$51.51
4	68.75	\$29.65	\$10.80	\$8.25	\$5.50	\$0.00	\$54.20
5	75.00	\$32.35	\$10.80	\$8.25	\$5.50	\$0.00	\$56.90
6	81.25	\$35.04	\$10.80	\$8.25	\$5.50	\$0.00	\$59.59
7	87.50	\$37.74	\$10.80	\$8.25	\$5.50	\$0.00	\$62.29
8	93.75	\$40.43	\$10.80	\$8.25	\$5.50	\$0.00	\$64.98

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.37	\$11.20	\$8.40	\$6.05	\$0.00	\$48.02
2	56.25	\$25.16	\$11.20	\$8.40	\$6.05	\$0.00	\$50.81
3	62.50	\$27.96	\$11.20	\$8.40	\$6.05	\$0.00	\$53.61
4	68.75	\$30.75	\$11.20	\$8.40	\$6.05	\$0.00	\$56.40
5	75.00	\$33.55	\$11.20	\$8.40	\$6.05	\$0.00	\$59.20
6	81.25	\$36.34	\$11.20	\$8.40	\$6.05	\$0.00	\$61.99
7	87.50	\$39.14	\$11.20	\$8.40	\$6.05	\$0.00	\$64.79
8	93.75	\$41.93	\$11.20	\$8.40	\$6.05	\$0.00	\$67.58

Apprentice to Journeyworker Ratio: 3:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
HVAC (DUCTWORK)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
ELECTRICIANS LOCAL 7	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	12/1/2025	\$36.74	\$10.65	\$9.75	\$6.56	\$0.00	\$63.70
LABORERS	6/1/2026	\$38.04	\$10.65	\$9.75	\$6.56	\$0.00	\$65.00
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$39.33	\$10.65	\$9.75	\$6.56	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2025	\$48.27	\$14.75	\$9.52	\$10.09	\$0.00	\$82.63
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$51.01	\$14.75	\$9.52	\$10.09	\$0.00	\$85.37
HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)							

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.14	\$14.75	\$9.27	\$5.05	\$0.00	\$53.21
2	60.00	\$28.96	\$14.75	\$9.32	\$6.05	\$0.00	\$59.08
3	70.00	\$33.79	\$14.75	\$9.37	\$7.06	\$0.00	\$64.97
4	80.00	\$38.62	\$14.75	\$9.42	\$8.07	\$0.00	\$70.86

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$25.51	\$14.75	\$9.27	\$5.05	\$0.00	\$54.58
2	60.00	\$30.61	\$14.75	\$9.32	\$6.05	\$0.00	\$60.73
3	70.00	\$35.71	\$14.75	\$9.37	\$7.06	\$0.00	\$66.89
4	80.00	\$40.81	\$14.75	\$9.42	\$8.07	\$0.00	\$73.05

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	3/16/2024	\$40.66	\$8.25	\$12.70	\$10.00	\$0.00	\$71.61
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)							

Apprentice: IRONWORKER/WELDER

Effective Date: 3/16/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$24.40	\$8.25	\$12.70	\$10.00	\$0.00	\$55.35
2	70.00	\$28.46	\$8.25	\$12.70	\$10.00	\$0.00	\$59.41
3	75.00	\$30.50	\$8.25	\$12.70	\$10.00	\$0.00	\$61.45
4	80.00	\$32.53	\$8.25	\$12.70	\$10.00	\$0.00	\$63.48
5	85.00	\$34.56	\$8.25	\$12.70	\$10.00	\$0.00	\$65.51
6	90.00	\$36.59	\$8.25	\$12.70	\$10.00	\$0.00	\$67.54

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

LABORER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
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Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

Apprentice: LABORER							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.05	\$9.90	\$9.25	\$8.32	\$0.00	\$49.52
2	70.00	\$25.73	\$9.90	\$9.25	\$8.32	\$0.00	\$53.20
3	80.00	\$29.40	\$9.90	\$9.25	\$8.32	\$0.00	\$56.87
4	90.00	\$33.08	\$9.90	\$9.25	\$8.32	\$0.00	\$60.55

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.38	\$10.65	\$9.75	\$8.57	\$0.00	\$51.35
2	70.00	\$26.11	\$10.65	\$9.75	\$8.57	\$0.00	\$55.08
3	80.00	\$29.84	\$10.65	\$9.75	\$8.57	\$0.00	\$58.81
4	90.00	\$33.57	\$10.65	\$9.75	\$8.57	\$0.00	\$62.54

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	12/1/2025	\$35.99	\$10.65	\$9.75	\$6.56	\$0.00	\$62.95
LABORERS	6/1/2026	\$37.29	\$10.65	\$9.75	\$6.56	\$0.00	\$64.25
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.58	\$10.65	\$9.75	\$6.56	\$0.00	\$65.54

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.04	\$9.90	\$9.25	\$6.31	\$0.00	\$47.50
2	70.00	\$25.72	\$9.90	\$9.25	\$6.31	\$0.00	\$51.18
3	80.00	\$29.40	\$9.90	\$9.25	\$6.31	\$0.00	\$54.86
4	90.00	\$33.07	\$9.90	\$9.25	\$6.31	\$0.00	\$58.53

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$22.37	\$10.65	\$9.75	\$6.56	\$0.00	\$49.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	\$26.10	\$10.65	\$9.75	\$6.56	\$0.00	\$53.06
3	80.00	\$29.83	\$10.65	\$9.75	\$6.56	\$0.00	\$56.79
4	90.00	\$33.56	\$10.65	\$9.75	\$6.56	\$0.00	\$60.52
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/1/2025	\$35.92	\$10.65	\$9.75	\$8.70	\$0.00	\$65.02
LABORERS	6/1/2026	\$37.22	\$10.65	\$9.75	\$8.70	\$0.00	\$66.32
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.52	\$10.65	\$9.75	\$8.70	\$0.00	\$67.62
	6/7/2027	\$39.92	\$10.65	\$9.75	\$8.70	\$0.00	\$69.02
	12/6/2027	\$41.32	\$10.65	\$9.75	\$8.70	\$0.00	\$70.42
	6/5/2028	\$42.82	\$10.65	\$9.75	\$8.70	\$0.00	\$71.92
	12/4/2028	\$44.32	\$10.65	\$9.75	\$8.70	\$0.00	\$73.42
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER	12/1/2025	\$39.00	\$10.65	\$9.75	\$8.57	\$0.00	\$67.97
LABORERS	6/1/2026	\$40.30	\$10.65	\$9.75	\$8.57	\$0.00	\$69.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$41.60	\$10.65	\$9.75	\$8.57	\$0.00	\$70.57
	6/7/2027	\$43.00	\$10.65	\$9.75	\$8.57	\$0.00	\$71.97
	12/6/2027	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37
	6/5/2028	\$45.90	\$10.65	\$9.75	\$8.57	\$0.00	\$74.87
	12/4/2028	\$47.40	\$10.65	\$9.75	\$8.57	\$0.00	\$76.37
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
LABORER: MULTI-TRADE TENDER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	12/1/2025	\$36.00	\$10.65	\$9.75	\$8.57	\$0.00	\$64.97
LABORERS	6/1/2026	\$37.30	\$10.65	\$9.75	\$8.57	\$0.00	\$66.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.60	\$10.65	\$9.75	\$8.57	\$0.00	\$67.57
	6/7/2027	\$40.00	\$10.65	\$9.75	\$8.57	\$0.00	\$68.97
	12/6/2027	\$41.40	\$10.65	\$9.75	\$8.57	\$0.00	\$70.37
	6/5/2028	\$42.90	\$10.65	\$9.75	\$8.57	\$0.00	\$71.87
	12/4/2028	\$44.40	\$10.65	\$9.75	\$8.57	\$0.00	\$73.37

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

MARBLE & TILE FINISHERS	2/1/2026	\$45.56	\$12.84	\$15.10	\$5.41	\$0.00	\$78.91
BRICKLAYERS LOCAL 3	8/1/2026	\$47.32	\$12.84	\$15.10	\$5.41	\$0.00	\$80.67
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$48.44	\$12.84	\$15.10	\$5.41	\$0.00	\$81.79

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$22.78	\$12.84	\$15.10	\$5.41	\$0.00	\$56.13
2	60.00	\$27.34	\$12.84	\$15.10	\$5.41	\$0.00	\$60.69
3	70.00	\$31.89	\$12.84	\$15.10	\$5.41	\$0.00	\$65.24
4	80.00	\$36.45	\$12.84	\$15.10	\$5.41	\$0.00	\$69.80
5	90.00	\$41.00	\$12.84	\$15.10	\$5.41	\$0.00	\$74.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$23.66	\$12.84	\$15.10	\$5.41	\$0.00	\$57.01
2	60.00	\$28.39	\$12.84	\$15.10	\$5.41	\$0.00	\$61.74
3	70.00	\$33.12	\$12.84	\$15.10	\$5.41	\$0.00	\$66.47
4	80.00	\$37.86	\$12.84	\$15.10	\$5.41	\$0.00	\$71.21
5	90.00	\$42.59	\$12.84	\$15.10	\$5.41	\$0.00	\$75.94
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANIC/WELDER/BOOM TRUCK	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3)	1/5/2026	\$45.20	\$10.58	\$11.47	\$9.75	\$0.00	\$77.00
MILEWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 3							
Apprentice: MILLWRIGHT (Zone 3)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$24.86	\$10.58	\$0.00	\$5.36	\$0.00	\$40.80
2	65.00	\$29.38	\$10.58	\$0.00	\$6.34	\$0.00	\$46.30
3	75.00	\$33.90	\$10.58	\$11.47	\$7.31	\$0.00	\$63.26
4	85.00	\$38.42	\$10.58	\$11.47	\$8.29	\$0.00	\$68.76
Apprentice Notes							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OILER OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.02	\$13.78	\$12.15	\$3.00	\$0.00	\$63.95

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$32.74	\$13.78	\$12.15	\$3.00	\$0.00	\$61.67
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 3	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.60	\$0.00	\$94.51
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Apprentice: PAINTER (BRIDGES/TANKS)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$29.78	\$10.35	\$0.00	\$0.00	\$0.00	\$40.13
2	55.00	\$32.76	\$10.35	\$0.00	\$6.93	\$0.00	\$50.04
3	60.00	\$35.74	\$10.35	\$0.00	\$7.56	\$0.00	\$53.65
4	65.00	\$38.71	\$10.35	\$0.00	\$8.19	\$0.00	\$57.25
5	70.00	\$41.69	\$10.35	\$12.00	\$8.82	\$0.00	\$72.86
6	75.00	\$44.67	\$10.35	\$12.00	\$9.45	\$0.00	\$76.47
7	80.00	\$47.65	\$10.35	\$12.00	\$10.08	\$0.00	\$80.08
8	90.00	\$53.60	\$10.35	\$12.00	\$11.34	\$0.00	\$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	\$42.03	\$10.35	\$12.00	\$8.35	\$0.00	\$72.73
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 3

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$21.02	\$10.35	\$0.00	\$0.00	\$0.00	\$31.37
2	55.00	\$23.12	\$10.35	\$0.00	\$4.59	\$0.00	\$38.06
3	60.00	\$25.22	\$10.35	\$0.00	\$5.01	\$0.00	\$40.58
4	65.00	\$27.32	\$10.35	\$0.00	\$5.43	\$0.00	\$43.10
5	70.00	\$29.42	\$10.35	\$12.00	\$5.85	\$0.00	\$57.62
6	75.00	\$31.52	\$10.35	\$12.00	\$6.26	\$0.00	\$60.13
7	80.00	\$33.62	\$10.35	\$12.00	\$6.68	\$0.00	\$62.65
8	90.00	\$37.83	\$10.35	\$12.00	\$7.52	\$0.00	\$67.70

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	\$39.35	\$10.35	\$12.00	\$8.35	\$0.00	\$70.05
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Construction

Classification

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$19.68	\$10.35	\$0.00	\$0.00	\$0.00	\$30.03
2	55.00	\$21.64	\$10.35	\$0.00	\$4.59	\$0.00	\$36.58
3	60.00	\$23.61	\$10.35	\$0.00	\$5.01	\$0.00	\$38.97
4	65.00	\$25.58	\$10.35	\$0.00	\$5.43	\$0.00	\$41.36
5	70.00	\$27.55	\$10.35	\$12.00	\$5.85	\$0.00	\$55.75
6	75.00	\$29.51	\$10.35	\$12.00	\$6.26	\$0.00	\$58.12
7	80.00	\$31.48	\$10.35	\$12.00	\$6.68	\$0.00	\$60.51
8	90.00	\$35.42	\$10.35	\$12.00	\$7.52	\$0.00	\$65.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used.

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

1/1/2026 \$40.63 \$10.35 \$12.00 \$8.35 \$0.00 \$71.33

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$20.32	\$10.35	\$0.00	\$0.00	\$0.00	\$30.67
2	55.00	\$22.35	\$10.35	\$0.00	\$4.59	\$0.00	\$37.29
3	60.00	\$24.38	\$10.35	\$0.00	\$5.01	\$0.00	\$39.74
4	65.00	\$26.41	\$10.35	\$0.00	\$5.43	\$0.00	\$42.19
5	70.00	\$28.44	\$10.35	\$12.00	\$5.85	\$0.00	\$56.64
6	75.00	\$30.47	\$10.35	\$12.00	\$6.26	\$0.00	\$59.08
7	80.00	\$32.50	\$10.35	\$12.00	\$6.68	\$0.00	\$61.53
8	90.00	\$36.57	\$10.35	\$12.00	\$7.52	\$0.00	\$66.44

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35

PAINTERS LOCAL 35 - ZONE 3

1/1/2026 \$37.95 \$10.35 \$12.00 \$8.35 \$0.00 \$68.65

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.98	\$10.35	\$0.00	\$0.00	\$0.00	\$29.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	\$20.87	\$10.35	\$0.00	\$4.59	\$0.00	\$35.81
3	60.00	\$22.77	\$10.35	\$0.00	\$5.01	\$0.00	\$38.13
4	65.00	\$24.67	\$10.35	\$0.00	\$5.43	\$0.00	\$40.45
5	70.00	\$26.57	\$10.35	\$12.00	\$5.85	\$0.00	\$54.77
6	75.00	\$28.46	\$10.35	\$12.00	\$6.26	\$0.00	\$57.07
7	80.00	\$30.36	\$10.35	\$12.00	\$6.68	\$0.00	\$59.39
8	90.00	\$34.16	\$10.35	\$12.00	\$7.52	\$0.00	\$64.03

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/1/2025	\$35.99	\$10.65	\$9.75	\$6.56	\$0.00	\$62.95
LABORERS	6/1/2026	\$37.29	\$10.65	\$9.75	\$6.56	\$0.00	\$64.25
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.58	\$10.65	\$9.75	\$6.56	\$0.00	\$65.54

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PANEL & PICKUP TRUCKS DRIVER	1/1/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$0.00	\$78.73
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	8/1/2024	\$49.19	\$10.08	\$11.62	\$12.67	\$0.00	\$83.56
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 3)							

Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.14	\$10.08	\$0.00	\$2.53	\$0.00	\$34.75
2	55.00	\$27.05	\$10.08	\$0.00	\$5.07	\$0.00	\$42.20
3	70.00	\$34.43	\$10.08	\$11.62	\$7.60	\$0.00	\$63.73
4	80.00	\$39.35	\$10.08	\$11.62	\$10.14	\$0.00	\$71.19

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 3/17/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.74	\$13.50	\$10.85	\$0.00	\$0.00	\$48.09
2	50.00	\$26.38	\$13.50	\$10.85	\$0.00	\$0.00	\$50.73
3	55.00	\$29.02	\$13.50	\$10.85	\$0.00	\$0.00	\$53.37
4	60.00	\$31.66	\$13.50	\$10.85	\$0.00	\$0.00	\$56.01
5	65.00	\$34.29	\$13.50	\$10.85	\$0.00	\$0.00	\$58.64
6	70.00	\$36.93	\$13.50	\$10.85	\$0.00	\$0.00	\$61.28
7	75.00	\$39.57	\$13.50	\$10.85	\$0.00	\$0.00	\$63.92
8	80.00	\$42.21	\$13.50	\$10.85	\$0.00	\$0.00	\$66.56
9	85.00	\$44.85	\$13.50	\$10.85	\$7.10	\$0.00	\$76.30
10	85.00	\$44.85	\$13.50	\$10.85	\$7.10	\$0.00	\$76.30

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 9/17/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$24.64	\$13.50	\$0.00	\$0.00	\$0.00	\$38.14
2	50.00	\$27.38	\$13.50	\$0.00	\$0.00	\$0.00	\$40.88
3	55.00	\$30.12	\$13.50	\$0.00	\$0.00	\$0.00	\$43.62
4	60.00	\$32.86	\$13.50	\$0.00	\$0.00	\$0.00	\$46.36
5	65.00	\$35.59	\$13.50	\$0.00	\$0.00	\$0.00	\$49.09
6	70.00	\$38.33	\$13.50	\$0.00	\$0.00	\$0.00	\$51.83
7	75.00	\$41.07	\$13.50	\$0.00	\$0.00	\$0.00	\$54.57
8	80.00	\$43.81	\$13.50	\$0.00	\$0.00	\$0.00	\$57.31
9	85.00	\$46.55	\$13.50	\$0.00	\$7.10	\$0.00	\$67.15
10	85.00	\$46.55	\$13.50	\$0.00	\$7.10	\$0.00	\$67.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice Notes **1:1,2:5,3:9,4:12							
Apprentice to Journeyworker Ratio: 1:1							
PNEUMATIC CONTROLS (TEMP.)	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$54.76	\$13.50	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER	12/1/2025	\$37.00	\$10.65	\$9.75	\$8.57	\$0.00	\$65.97
LABORERS	6/1/2026	\$38.30	\$10.65	\$9.75	\$8.57	\$0.00	\$67.27
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$39.60	\$10.65	\$9.75	\$8.57	\$0.00	\$68.57
	6/7/2027	\$41.00	\$10.65	\$9.75	\$8.57	\$0.00	\$69.97
	12/6/2027	\$42.40	\$10.65	\$9.75	\$8.57	\$0.00	\$71.37
	6/5/2028	\$43.90	\$10.65	\$9.75	\$8.57	\$0.00	\$72.87
	12/4/2028	\$45.40	\$10.65	\$9.75	\$8.57	\$0.00	\$74.37
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/1/2025	\$36.99	\$10.65	\$9.75	\$6.56	\$0.00	\$63.95
LABORERS	6/1/2026	\$38.29	\$10.65	\$9.75	\$6.56	\$0.00	\$65.25
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$39.58	\$10.65	\$9.75	\$6.56	\$0.00	\$66.54
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PUMP OPERATOR (CONCRETE)	12/1/2023	\$39.56	\$13.78	\$12.15	\$3.00	\$0.00	\$68.49
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	5/1/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$0.00	\$45.21
TEAMSTERS 404 - Construction Service (Northampton)							
TEAMSTERS 404 - Construction Service (Northampton)							
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
ROLLER OPERATOR OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Coal tar pitch) ROOFERS LOCAL 248 ROOFERS LOCAL 248	10/2/2025 7/16/2026	\$44.73 \$46.73	\$10.60 \$10.60	\$8.70 \$8.70	\$10.00 \$10.00	\$0.00 \$0.00	\$74.03 \$76.03
For apprentice rates see "Apprentice- ROOFER"							
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 248 ROOFERS LOCAL 248	10/2/2025 7/16/2026	\$44.23 \$46.23	\$10.60 \$10.60	\$8.70 \$8.70	\$10.00 \$10.00	\$0.00 \$0.00	\$73.53 \$75.53
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248 ROOFERS LOCAL 248	10/2/2025 7/16/2026	\$44.73 \$46.73	\$10.60 \$10.60	\$8.70 \$8.70	\$10.00 \$10.00	\$0.00 \$0.00	\$74.03 \$76.03
For apprentice rates see "Apprentice- ROOFER"							
SCRAPER OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$39.03	\$13.78	\$12.15	\$3.00	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98 OPERATING ENGINEERS LOCAL 98	12/1/2023	\$35.80	\$13.78	\$12.15	\$3.00	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025 7/1/2026 1/1/2027 7/1/2027 1/1/2028	\$43.48 \$43.48 \$43.48 \$44.98 \$46.48	\$12.94 \$13.24 \$13.54 \$13.54 \$13.54	\$11.01 \$11.01 \$11.01 \$11.01 \$11.01	\$8.72 \$9.92 \$11.12 \$11.12 \$11.12	\$2.13 \$2.13 \$2.13 \$2.13 \$2.13	\$78.28 \$79.78 \$81.28 \$82.78 \$84.28

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09

Construction

Classification

Effective Date Base Wage Health Pension Annuity Supplemental Unemployment Total Rate

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	1/1/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$0.00	\$79.48
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER	1/1/2026	\$53.25	\$13.60	\$7.45	\$9.41	\$0.00	\$83.71
SPRINKLER FITTERS LOCAL 669	4/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
SPRINKLER FITTERS LOCAL 669	7/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	10/1/2026	\$56.54	\$13.60	\$7.45	\$9.41	\$0.00	\$87.00
	1/1/2027	\$56.54	\$14.55	\$7.50	\$9.41	\$0.00	\$88.00
	4/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	7/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	10/1/2027	\$59.83	\$14.55	\$7.50	\$9.41	\$0.00	\$91.29
	1/1/2028	\$59.83	\$15.50	\$7.55	\$9.41	\$0.00	\$92.29

Construction

Classification

		Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SPRINKLER FITTER								
Effective Date: 1/1/2026								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00		\$26.94	\$9.64	\$0.00	\$0.00	\$0.00	\$36.58
2	48.00		\$30.08	\$9.64	\$0.00	\$0.00	\$0.00	\$39.72
3	52.00		\$32.58	\$13.60	\$7.45	\$1.15	\$0.00	\$54.78
4	56.00		\$35.09	\$13.60	\$7.45	\$1.15	\$0.00	\$57.29
5	59.00		\$36.97	\$13.60	\$7.45	\$1.40	\$0.00	\$59.42
6	64.00		\$40.10	\$13.60	\$7.45	\$1.40	\$0.00	\$62.55
7	68.00		\$42.61	\$13.60	\$7.45	\$1.40	\$0.00	\$65.06
8	72.00		\$45.12	\$13.60	\$7.45	\$1.40	\$0.00	\$67.57
9	76.00		\$47.62	\$13.60	\$7.45	\$1.40	\$0.00	\$70.07
10	80.00		\$50.13	\$13.60	\$7.45	\$1.40	\$0.00	\$72.58

Apprentice: SPRINKLER FITTER								
Effective Date: 4/1/2026								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00		\$28.36	\$9.64	\$0.00	\$0.00	\$0.00	\$38.00
2	48.00		\$31.66	\$9.64	\$0.00	\$0.00	\$0.00	\$41.30
3	52.00		\$34.29	\$13.60	\$7.45	\$1.15	\$0.00	\$56.49
4	56.00		\$36.93	\$13.60	\$7.45	\$1.15	\$0.00	\$59.13
5	59.00		\$38.91	\$13.60	\$7.45	\$1.40	\$0.00	\$61.36
6	64.00		\$42.21	\$13.60	\$7.45	\$1.40	\$0.00	\$64.66
7	68.00		\$44.85	\$13.60	\$7.45	\$1.40	\$0.00	\$67.30
8	72.00		\$47.48	\$13.60	\$7.45	\$1.40	\$0.00	\$69.93
9	76.00		\$50.12	\$13.60	\$7.45	\$1.40	\$0.00	\$72.57
10	80.00		\$52.76	\$13.60	\$7.45	\$1.40	\$0.00	\$75.21

Apprentice to Journeyworker Ratio: 1:1

TELECOMMUNICATION TECHNICIAN	12/28/2025	\$53.26	\$13.75	\$8.40	\$6.96	\$0.00	\$82.37
TELECOMMUNICATION TECHNICIAN	6/28/2026	\$54.41	\$14.00	\$8.43	\$7.03	\$0.00	\$83.87
ELECTRICIANS LOCAL 7	1/3/2027	\$55.56	\$14.25	\$8.47	\$7.09	\$0.00	\$85.37

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN								
Effective Date: 12/28/2025								
Step	Percent		Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00		\$21.30	\$7.65	\$0.63	\$0.00	\$0.00	\$29.58
2	45.00		\$23.97	\$7.65	\$0.70	\$0.00	\$0.00	\$32.32
3	50.00		\$26.63	\$13.75	\$7.53	\$0.00	\$0.00	\$47.91
4	55.00		\$29.29	\$13.75	\$7.61	\$0.00	\$0.00	\$50.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 12/28/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	65.00	\$34.62	\$13.75	\$9.84	\$0.00	\$0.00	\$58.21
6	70.00	\$37.28	\$13.75	\$11.30	\$0.00	\$0.00	\$62.33

Apprentice: TELECOMMUNICATION TECHNICIAN							
Effective Date: 6/28/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$21.76	\$7.80	\$0.63	\$0.00	\$0.00	\$30.19
2	45.00	\$24.48	\$7.80	\$0.70	\$0.00	\$0.00	\$32.98
3	50.00	\$27.21	\$14.00	\$7.53	\$0.00	\$0.00	\$48.74
4	55.00	\$29.93	\$14.00	\$7.61	\$0.00	\$0.00	\$51.54
5	65.00	\$35.37	\$14.00	\$9.84	\$0.00	\$0.00	\$59.21
6	70.00	\$38.09	\$14.00	\$11.30	\$0.00	\$0.00	\$63.39

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS	2/10/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
BRICKLAYERS LOCAL 3	8/1/2026	\$69.09	\$12.84	\$15.57	\$8.02	\$0.00	\$105.52
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$70.49	\$12.84	\$15.57	\$8.02	\$0.00	\$106.92

Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/10/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63

Apprentice: TERRAZZO FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.55	\$12.84	\$15.57	\$8.02	\$0.00	\$70.98
2	60.00	\$41.45	\$12.84	\$15.57	\$8.02	\$0.00	\$77.88
3	70.00	\$48.36	\$12.84	\$15.57	\$8.02	\$0.00	\$84.79
4	80.00	\$55.27	\$12.84	\$15.57	\$8.02	\$0.00	\$91.70
5	90.00	\$62.18	\$12.84	\$15.57	\$8.02	\$0.00	\$98.61

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO MECHANIC	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97

Apprentice: TERRAZZO MECHANIC							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57

Apprentice: TERRAZZO MECHANIC							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$35.09	\$12.84	\$15.57	\$7.99	\$0.00	\$71.49
2	60.00	\$42.10	\$12.84	\$15.57	\$7.99	\$0.00	\$78.50
3	70.00	\$49.12	\$12.84	\$15.57	\$7.99	\$0.00	\$85.52
4	80.00	\$56.14	\$12.84	\$15.57	\$7.99	\$0.00	\$92.54
5	90.00	\$63.15	\$12.84	\$15.57	\$7.99	\$0.00	\$99.55

Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER	12/1/2025	\$51.95	\$10.65	\$9.75	\$9.80	\$0.00	\$82.15
LABORERS	6/1/2026	\$53.50	\$10.65	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$55.00	\$10.65	\$9.75	\$9.80	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/1/2025	\$48.07	\$10.65	\$9.75	\$9.80	\$0.00	\$78.27
LABORERS	6/1/2026	\$49.62	\$10.65	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.12	\$10.65	\$9.75	\$9.80	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/1/2025	\$47.95	\$10.65	\$9.75	\$9.80	\$0.00	\$78.15
LABORERS	6/1/2026	\$49.50	\$10.65	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	\$51.00	\$10.65	\$9.75	\$9.80	\$0.00	\$81.20

For apprentice rates see "Apprentice- LABORER"

TRACTORS	12/1/2023	\$38.42	\$13.78	\$12.15	\$3.00	\$0.00	\$67.35
OPERATING ENGINEERS LOCAL 98							
OPERATING ENGINEERS LOCAL 98							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$0.00	\$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR	12/1/2025	\$60.18	\$10.65	\$9.75	\$10.25	\$0.00	\$90.83
LABORERS	6/1/2026	\$61.73	\$10.65	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$63.23	\$10.65	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/1/2025	\$62.18	\$10.65	\$9.75	\$10.25	\$0.00	\$92.83
LABORERS	6/1/2026	\$63.73	\$10.65	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$65.23	\$10.65	\$9.75	\$10.25	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	12/1/2025	\$52.25	\$10.65	\$9.75	\$10.25	\$0.00	\$82.90
LABORERS	6/1/2026	\$53.80	\$10.65	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.30	\$10.65	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	\$54.25	\$10.65	\$9.75	\$10.25	\$0.00	\$84.90
LABORERS	6/1/2026	\$55.80	\$10.65	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.30	\$10.65	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$0.00	\$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
WAGON DRILL OPERATOR	12/1/2025	\$36.25	\$10.65	\$9.75	\$8.57	\$0.00	\$65.22
LABORERS	6/1/2026	\$37.55	\$10.65	\$9.75	\$8.57	\$0.00	\$66.52
LABORERS - ZONE 3 (BUILDING & SITE)	12/7/2026	\$38.85	\$10.65	\$9.75	\$8.57	\$0.00	\$67.82
	6/7/2027	\$40.25	\$10.65	\$9.75	\$8.57	\$0.00	\$69.22
	12/6/2027	\$41.65	\$10.65	\$9.75	\$8.57	\$0.00	\$70.62
	6/5/2028	\$43.15	\$10.65	\$9.75	\$8.57	\$0.00	\$72.12
	12/4/2028	\$44.65	\$10.65	\$9.75	\$8.57	\$0.00	\$73.62
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	\$36.24	\$10.65	\$9.75	\$6.56	\$0.00	\$63.20
LABORERS	6/1/2026	\$37.54	\$10.65	\$9.75	\$6.56	\$0.00	\$64.50
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/1/2026	\$38.83	\$10.65	\$9.75	\$6.56	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WATER METER INSTALLER	3/17/2026	\$52.76	\$13.50	\$10.85	\$7.10	\$0.00	\$84.21
PLUMBERS & PIPEFITTERS LOCAL 104	9/17/2026	\$56.26	\$12.00	\$10.85	\$7.10	\$0.00	\$86.21
PLUMBERS & PIPEFITTERS LOCAL 104	3/17/2027	\$58.26	\$12.00	\$10.85	\$7.10	\$0.00	\$88.21
	9/17/2027	\$60.26	\$12.00	\$10.85	\$7.10	\$0.00	\$90.21
	3/17/2028	\$62.26	\$12.00	\$10.85	\$7.10	\$0.00	\$92.21
	9/17/2028	\$64.26	\$12.00	\$10.85	\$7.10	\$0.00	\$94.21
	3/17/2029	\$66.26	\$12.00	\$10.85	\$7.10	\$0.00	\$96.21
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

Outdoor Entertainment License Policy Review

Town of Ludlow - Select Board Discussion Draft
Prepared for agenda 6/16/26 placement and Board discussion.

Purpose

This discussion draft supports a Select Board review of annual entertainment license documentation when outdoor entertainment is requested or approved. The goal is clearer application language, clearer certificate language, and standard written conditions for outdoor entertainment license holders.

The review is intended to give applicants, license holders, enforcement personnel, residents, and the Board a common understanding of the entertainment activity being approved and the operating conditions attached to that approval.

Recommended Agenda Item

Requested action	Discussion and possible referral to the Town Administrator and Town Counsel to prepare standard conditions for annual entertainment licenses involving outdoor entertainment.
Review focus	Application language, license certificate language, outdoor entertainment categories, standard written conditions, and license review procedures.
Primary outcome	A clearer annual licensing process for businesses seeking outdoor entertainment approval.

Current License Documentation for Review

The Town issues annual entertainment licenses. The current application and certificate format identify categories such as live entertainment, recorded or live music, radio, television, and operating hours.

Outdoor entertainment would benefit from a separate written framework covering the location of performers, speaker orientation, use of amplification, approved days and hours, responsible on-site management, and license review procedures after documented noncompliance.

Clear written conditions help the Board document the approval, help license holders understand their obligations, and help enforcement personnel respond consistently when questions arise during an event.

Recommended Policy Direction

* Adopt standard written conditions for annual entertainment licenses that include outdoor entertainment. *

Distinguish indoor entertainment from outdoor entertainment on the application and on the issued license. *

Distinguish amplified outdoor entertainment from non-amplified outdoor entertainment. * Require outdoor entertainment applicants to identify the proposed performance area, general speaker direction, proposed days and hours, and responsible on-site manager.

* Require the issued license or an attached condition sheet to identify whether outdoor entertainment is approved. *

State that the licensee is responsible for employees, contractors, performers, DJs, bands, vendors, and agents operating under the license.

* Incorporate compliance with applicable federal, state, and local requirements, including the existing Town noise bylaw.

- * Create a license review process for documented noncompliance, including warning, hearing, modification of conditions, temporary restriction, suspension, non-renewal, or revocation where legally justified.

Clarifications to Add to the Application

Entertainment location	Indoor, outdoor, or both.
Entertainment type	Live band, DJ, recorded music, karaoke, dancing, radio, television, other.
Amplification	Amplified or non-amplified.
Outdoor setup	Performance area, general speaker orientation, and any alternate weather setup.
Hours	Requested days and hours for indoor entertainment and outdoor entertainment separately.
Responsible person	Name or title of the manager or designee responsible during outdoor entertainment.

Draft Standard Conditions for Outdoor Entertainment Licenses

The following language is offered as a discussion draft for review by the Town Administrator, Town Counsel, and the Select Board before adoption or use.

1. Specific Outdoor Approval

Outdoor entertainment, including outdoor amplified entertainment, is authorized when requested by the applicant and approved by the Select Board as part of the annual entertainment license.

2. Separate Identification of Indoor and Outdoor Entertainment

The application and issued license should identify indoor entertainment and outdoor entertainment separately.

3. Application Details

An applicant seeking outdoor entertainment shall provide the proposed location of performers, general speaker orientation, proposed days and hours, type of entertainment, whether amplification will be used, and the name or title of the responsible on-site manager.

4. Licensee Responsibility

The licensee is responsible for ensuring that employees, performers, DJs, bands, contractors, vendors, and agents comply with all license conditions and applicable laws and bylaws.

5. Compliance with Existing Requirements

All entertainment shall comply with applicable federal, state, and local requirements, including the Town noise bylaw.

6. Responsible On-Site Manager

A responsible manager or designee shall be on site during outdoor entertainment and shall have authority to adjust, reduce, relocate, or stop entertainment as needed to comply with license conditions and lawful instructions from enforcement personnel.

7. Material Changes Require Approval

The performance location, speaker orientation, approved hours, and material operating conditions approved by the Board require Board approval for substantial changes. Temporary weather or safety adjustments should maintain compliance with approved license conditions and applicable bylaws.

8. Corrective Action

When an authorized enforcement official determines that entertainment is being conducted outside approved license conditions or applicable bylaw requirements, the licensee or responsible manager shall take prompt corrective action. Corrective action may include reducing volume, reorienting equipment, relocating performers, or ending outdoor entertainment for that event.

9. Documentation and Referral

Documented noncompliance may be referred to the Select Board for review. Documentation may include official observation, violation of license conditions, violation of an applicable bylaw, refusal to take corrective action, or other reliable official record.

10. Board Review and Remedies

After notice and hearing where required, the Select Board may modify license conditions, restrict outdoor entertainment, suspend outdoor entertainment privileges, suspend the license, decline renewal, or revoke the license where legally justified.

Implementation Options

* Update the application form to require applicants to mark indoor, outdoor, amplified, and non-amplified entertainment separately.

* Attach a standard condition sheet to entertainment licenses that include outdoor entertainment. *

Add a line on the issued license identifying whether outdoor entertainment is approved. * Use a simple addendum for site-specific conditions when needed.

* Request Town Counsel review of proposed condition language, hearing procedures, and available remedies before implementation.

Suggested Outreach to Current Outdoor Entertainment License Holders

The Board may wish to notify current license holders that it is reviewing standard outdoor entertainment license conditions on a town-wide basis. The communication should explain that the review is prospective, policy-based, and intended to improve clarity for businesses, residents, enforcement personnel, and the Board.

Document Focus

This discussion draft is a general policy-review document for outdoor entertainment licensing. It focuses on license applications, license certificates, standard conditions, and Select Board review procedures.

INFORMATION

**Ludlow Planning Board
488 Chapin Street
Ludlow, MA 01056
583-5600 ext. 7**

Memorandum

To: ASSESSORS, BOARD OF HEALTH, BUILDING COMMISSIONER, DPW,
FIRE DEPARTMENT, SAFETY COMMITTEE, **SELECT BOARD**, TOWN CLERK

From: PLANNING BOARD

Date: May 29, 2026

Subject: APPROVAL OF CHANGE OF OCCUPANCY / DBA APPLICATION

NAME OF OWNER OF NEW BUSINESS: Xiao Xia Li

NAME/TYPE OF NEW BUSINESS: East St Dine LLC
(cafe)

NAME OF OWNER OF BUILDING: V & V Properties LLC

ADDRESS OF BUSINESS: 52 East Street

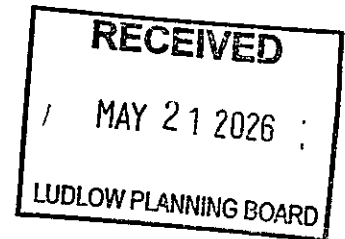
APPROVAL DATE: May 29, 2026

Susan Urban
Administrative Assistant



Town of Ludlow
Office of the Planning Board
ludlow.ma.us/planning
488 Chapin St., Ludlow, MA 01056

Phone: (413) 583-5600 ext. 7



Master Application

Date submitted to Planning Board: 5 / 21 / 2026

Location of Property: (address) 52 EAST STREET, Assessors' Map 13C, Parcel 58

Zoning of Property: Industrial A

Is this property in the East Street Revitalization Overlay District? YES / NO

Is this property in the Aircraft Overlay? YES NO

Name of Business (if any): EAST ST DINER LLC (Warming Cafe)

Type Of Application (Check All That Apply):

* denotes supplemental application sheet required

Site Plan Control:

- ☒ Change of Occupancy
- ☐ Site Sketch
- ☐ Site Plan Approval

Subdivision Control:

- ☐ ANR *3
- ☐ Preliminary Subdivision Plan *3
- ☐ Definitive Subdivision Plan *3
- ☐ Waiver of Frontage *4

Special Permitting:

- ☐ Special Permit
- ☐ Home Occupation *1
- ☐ Home Professional Office
- ☐ Accessory Apartment *2
- ☐ Comprehensive Plan (MRD)

Other:

- ☐ Zone Change *5

Please note that incomplete submittals are subject to denial without any further review and any fee paid will be considered forfeit. Completeness is the responsibility of the applicant. Please check all forms and plans for completeness prior to submission. Signing this application indicates your understanding of this policy.

Contact Information:

Applicant:

Name: XMOXALI
Address: 97 Manchonia Rd Wilbraham MA 01095
Phone: 417 669 3510
Fax: _____
E-Mail: Emmyli520@yahoo.com
Signature: [Signature]

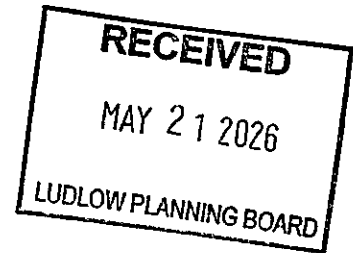
I have read the above statement and have personally verified both the completeness of this entire application and all supporting documents.

from cafe to cafe

XMOXALI

Contact Person (if different):

Name: _____
Address: _____
Phone: _____
Fax: _____
E-Mail: _____
Signature: _____



Property Owner (if different):

Name: V&V Properties LLC
Address: 268 East St, Ludlow, Ma 01056
Phone: 413-636-6979
Fax: _____
E-Mail: landvproperties020@gmail.com
Signature: [Signature]

Building Owner (if different):

Name: _____
Address: _____
Phone: _____
Fax: _____
E-Mail: _____
Signature: _____

Detailed Description of Proposal: Cafe

All applications require a completed certificate of ownership / authority.

Publication cost for any public hearings required is the responsibility of the applicant.

All applications requiring a public hearing with newspaper publication and notification of abutters (all special permits, site plans and sketches, zone changes, waivers of frontage, and definitive subdivision plans, unless waived) must be received and reviewed for completeness by the Planning Board or its agent by the fourth Thursday prior to a hearing date.

Applications NOT requiring a public hearing (all changes of occupancy, ANRs, preliminary subdivision plans) must be received and reviewed for completeness by the Planning Board or its agent at least 10 days prior to a meeting date.

Persons wishing to discuss issues with the Planning Board outside the application process must submit a letter of explanation at least seven (7) days in advance of a meeting date.

The Planning Board or its agent shall determine the actual completeness of an application and reserves the right to schedule applications based on the Planning Board's workload within the obligations of the Ludlow Zoning Bylaw, Subdivision Rules and Regulations, and MGL Chapter 40A (State Zoning Act.)

For Office Use Only:

Building Commissioner Approval:

[Signature]

Fee Amount Received: 100 Fee Doubled: NO

Supporting Documents YES / NO

Verified By: JC

Date Received: 5/21

SB.
TOWN OF LUDLOW
PLANNING BOARD
488 CHAPIN STREET
LUDLOW, MA 01056

NOTICE OF DECISION
SPECIAL PERMIT

RECEIVED
TOWN CLERK'S OFFICE

2026 MAY 29 A 11:08

DATE: May 29, 2026
APPLICATION: SPECIAL PERMIT / HOME OCCUPATION
APPLICANT: David Moise
643 Poole Street, Ludlow, MA

TOWN OF LUDLOW

Following a duly advertised public hearing held on May 28, 2026, the Planning Board, acting as the Special Permit Granting Authority, at its meeting on May 28, 2026, with the following members present: *Raymond Phoenix, William Ellison, Christopher Coelho, Kathleen Houle*, voted 4-0 to GRANT a Special Permit in accordance with Section 7.0 of the Ludlow Zoning Bylaws for: Home Office – painting business.

REQUIRED FINDINGS:

Upon motion duly made and seconded, the Board finds that the Special Permit application as presented meets and/or exceeds all of the requirements imposed under Section 7.0.4 of the Zoning Bylaws:

- a. The Planning Board finds that the proposal is suitably located in the neighborhood in which it is proposed and/or the total town, as deemed appropriate by the Special Permit Granting Authority.
- b. The Planning Board finds that the proposal is compatible with existing uses and other uses permitted by right in the same district.
- c. The Planning Board finds that the proposal would not constitute a nuisance due to air and water pollution, flood, noise, dust, vibrations, lights, or visually offensive structures and accessories.
- d. The Planning Board finds that the proposal would not be a substantial inconvenience or hazard to abutters, vehicles, or pedestrians.
- e. The Planning Board finds that adequate and appropriate facilities would be provided for the proper operation of the proposed use.
- f. The Planning Board finds that the proposal reasonably protects the adjoining premises against any possible detrimental or offensive uses on the site, including unsightly or obnoxious appearance.
- g. The Planning Board finds that the proposal ensures that it is in conformance with the sign regulations of the bylaw. (See Section 6.5)

- h. The Planning Board finds that the proposal provides convenient and safe vehicular and pedestrian movement within the site, and in relation to adjacent streets, property or improvements.
- i. The Planning Board finds that the proposal ensures adequate space for the off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of the establishment or use.
- j. The Planning Board finds that the proposal provides adequate methods of disposal and/or storage for sewage, refuse, and other waste resulting from the uses permitted or permissible on the site, and methods of drainage for surface water.
- k. The Planning Board finds that the proposal ensures protection from flood hazards, considering such factors as the following: elevation of buildings; drainage, adequacy of sewage disposal; erosion and sedimentation control; equipment location; refuse disposal; storage of buoyant materials; extent of paving; effect of fill, roadways or other encroachments on flood runoff and flow.
- l. The Planning Board finds that the proposal is in general harmony with the general purpose and intent of this bylaw.
- m. The Planning Board finds that the proposed use complies with any and all additional Special Permit Criteria or special use regulations imposed on individual uses in Section VI of this bylaw.

CONDITIONS SEE ATTACHED

VOTED FOR:

AGAINST:

ABSENT:

**Raymond Phoenix
William Ellison
Christopher Coelho
Kathleen Houle**

Joel Silva

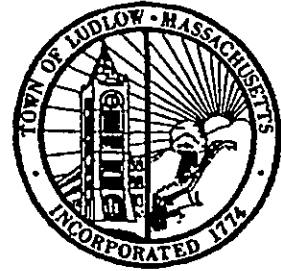
ANY APPEAL FROM THE DECISION OF THE PLANNING BOARD CAN BE MADE ONLY TO THE COURT AND MUST BE MADE PURSUANT TO SECTION 17, CHAPTER 40A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AS AMENDED, AND MUST BE FILED WITHIN TWENTY (20) DAYS AFTER THE DATE OF FILING OF THE DECISIONS WITH THE TOWN CLERK.

Filed with Town Clerk On: **May 29, 2026**


Susan Urban, Administrative Assistant

Town of Ludlow

Office of the Planning Board



June 2, 2026

Dinesh Patel
Jai Umiya Ma, Inc.
36 Yarmouth Drive
Agawam, MA 01001

RE: Site Plan – 227 Center Street

Dear Mr. Patel:

Please be advised that at their meeting of May 28, 2026, the Planning Board voted 4-0 to approve the Site Plan for 227 Center Street (close existing car wash bays to use for storage). The Board also approved the waiver request for 7.1.5 Required Site Plan Contents: o. Additional Requirements: 1. Lighting Plan with Luminaire Schedule, prepared by an engineer; 2. Elevations showing the front, rear, and sides of the building design; 3. Signage design with dimensions and locations; 4. Area where snow will be stored; and 5. Traffic Study, with the condition that you receive approval for a Chapter 34 review with stamped drawings from the Building Commissioner.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Urban". The signature is fluid and cursive.

Susan Urban
Administrative Assistant

cc: Town Clerk, Assessor, Building, Fire, DPW, BOS, Conservation, BOH, Safety
Joshua Y. Levine

*488 Chapin Street
Ludlow, MA 01056
(413) 583-5600 Ext. 7*