The Meeting of the Board of Selectmen held on Tuesday, January 3, 2023, began at 5:30 p.m.

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Members Present: Derek DeBarge, James Gennette, Antonio Goncalves, William Rosenblum and Manuel Silva.

First Order of Business: The Pledge of Allegiance

VISITATIONS:

5:35 p.m. – Pond Committee to discuss results of Pond Surveys

Ms. Breault explained that the Pond Management Committee received a 27-page report from Waste and Water Management who did the survey of all the ponds. They decided to condense the report in order to give the Board of Selectmen the most pertinent information. She reminded the Board that back in March they requested the funds to do the survey of the ponds and the water quality and that was completed in August. At the end of October, they received the results. Out of the five ponds, two of them have plant invasive species. Alden Ponds is at a lower level of invasive species. It is a milfoil weed and it surrounds the outside but is still manageable enough where you could do some hand pulling. If it is not treated, it will continue to grow. Harris has an invasive species also, it is a water chestnut species and because of the density of it, it is choking out that pond. Water chestnuts have a 10-year incubation period. They flower about mid-August and the seeds from the flowers fall down into the sediment and then it could take up to 10 years to germinate. You have to get all of the seeds out of sediment in order to stop it from growing. Purple loose street is also a problem in Harris and also the water level is very low, which contributes to the growth of the weeds. There is also an issue with the dam.

Mr. Silva asked that Ms. Breault gives a description of where these ponds are located.

Ms. Breault explained that Harris is near the new elementary school off of Holyoke Street and the dam is near Kendall Street. Harris Pond has the highest level of need right now. Alden Pond is on Alden Street near Villa Rose.

Mr. Goncalves asked if that gets partially fed by the reservoir overflow and then goes back out to the Chicopee River?

Ms. Breault said that was correct. She explained that because the invasive species is not as dense at Alden, Waste and Water Management would explain to them and any volunteers how to handle removing that species and when to do it. Once the milfoil weed is pulled, you apply a chemical treatment to it, and it would last two to three years. Haviland Pond does not have any invasive species it is just very dense vegetation of this grassy pond weed. This vegetation could have been made worse because the pond was not being used due to COVID. There are two options to treat Haviland. You can do spot treatments, which is cheaper. The other option would be to do the entire pond application with sonar information and that has a different cost to it. Murphy Pond is on Holyoke Street across from Falconers Small Engine Repair, this does not have invasive species either. Murphy has water lilies; water shield and bladderwort and it is so inundated the oxygen level is going to be impacted if nothing is done. Minechoag is located at the golf course on East Street, and it does not have an invasive species either, but it has a very dense vegetation of bladderwort and water lilies. One of the options is to do what they call a pond reset which is one treatment, however when you start the process you have to look into the state database for endangered species and unfortunately Minechoag has come up in that database. This means that there will be additional steps to go through for the permitting process before any treatment can be done. The permitting process normally takes about 2-3 months, Minechoag would take a little longer. They would file a notice of intent with the Massachusetts Department of Environmental Protection and Ludlow Conservation Commission. Permits are typically granted for a 3-year period, and you may be able to get those extended for an additional 2-3 years. The permits cost approximately $5,000 each. The water quality is not bad at any of these ponds but if nothing is done it is going to get worse. She understands that $86,000 - $90,000 is a lot of money but she is willing to find grants as well. That cost includes the treatment year one, the permitting costs, pre-and-post surveys and notifications for people in the area of the ponds. Not all of the ponds need annual treatments either. Some of the treatments will last 7 or 8 years.

Mr. Gennette asked Ms. Breault to provide a ballpark of the future expenses they may be considering. He also asked what types of chemicals they would be using.

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2023 MAY -3 P 1:06
TOWN OF LUDLOW

Ms. Breault explained that all of the chemicals that would be used are safe for the species in the pond and the wildlife.

Mr. DeBarge would like to know how much volunteer work would take away from cost. He also agreed that there is grant money for these types of projects.

Mr. Rosenblum stated that cleaning up these ponds may also increase home values in those areas.

Mr. Strange asked if Ms. Breault spoke to a consultant regarding grants, etc.

Ms. Breault stated that she has but she wasn't sure how far to go and whether or not there were fees associated with that.

Mr. Strange believes the best way to handle this would be to find the funds in the town's budget to fund the permitting and then chip away at the actual grant applications as well as the treatments. Most grants are just opening now but they are usually not granted until April or May.

Mr. Silva asked about the ponds in town that were not in this study.

Ms. Breault explained that these were the biggest ponds with the biggest problems, so they wanted to start with them.

Mr. Silva suggested starting with one pond and see how it goes and then work on the others one at a time.

Mr. Gennette asked if this will reduce the mosquitos and other bugs.

Ms. Breault agreed with Mr. Gennette that it will reduce the mosquitos. She also explained that in order to get volunteers to help pull the vegetation out and clean up some of the ponds, they will have to go through the Conservation Commission first. They will go back to the committee next week and share the information and figure out where to prioritize. She will also set up a time with Mr. Strange to speak about funding and grants.

6:00 p.m. George Costa to discuss Harris Brook Elementary School

Mr. Costa explains that he is the Vice Chairman of the building committee for Harris Brook Elementary School. He is a license Civil Engineer for over 26 years. He's been on the committee since 2016.

Mr. Goncalves explained that they are aware of the complaint that Mr. Costa filed regarding the Open Meeting Law and it has been duly noted and that's what the agenda item is for tonight. Mr. Strange contacted town counsel and was told that this complaint needs to filed through the actual committee that you are filing the complaint against. The due process is that the complaint would go to the building committee, and they would have 14 days to have a hearing on it or meet on it and pass their decisions onto the Attorney General's Office. It's not the Board of Selectmen's place to have any type of hearing or ruling on this.

Mr. Costa explained that it's just informational and understands this is not a hearing. In 2016 he became the Vice Chairman of this committee with 14 members. From 2016 until about May 2019 it was going smoothly going through the design phase and prepping bid documents. Around April or May of 2019 just prior to bids being due, he was contacted by one contractor and was informed that one of the contractors bidding on the job was instructing subcontractors to remove work from the project despite it being shown in the contract bid documents. The bid documents convert to contract documents during construction. Public bid laws are very strict in that contractors are not allowed to remove work from the project. They cannot make an exception to the bid. If an exception to the bid is made, your bids are rejected even it they are lowest bidder. Once he was notified of this, he obtained the contract/bid documents and reviewed them. He then reached out to the architect and the owners project manager and had a special meeting with them in advance of the building committee meeting

and made them aware of the problem. There was also something else going on with how that contractor was going to perform the excavation. The excavation was clearly described in the bid documents, what had to be done. The architect assured him that he would hold the contractor to the contract multiple times during their conversation. That meeting was one hour before the building committee meeting. At the building committee meeting, they voted and awarded the contract to the current general contractor that's performing the work today. This is the same contractor that Mr. Costa was made aware of that was trying to remove work from the project. In August or September of 2019, the architect came in with photos, a site plan showing us the development, gives us an update as to how construction is going. The site plan has circles as to where the photos are taken. So, once they see the photos Mr. Costa sees the two specific items that he was concerned about that he had mentioned to the architect. The two items are the excavation support system, steel sheeting, which was clearly shown on the drawings, and contract documents there but the photos show that it wasn't there. The contractor elected to do something different. The contractor succeeded in doing what he attempted to do which was to remove the steel sheeting support. That has a value of about $1.4 million the town was never credited for that amount of work. The second item was a massive excavation of unsuitable soils determined by the design engineer. The quantity at the time was uncertain but the contractor was instructed to carry a budget of 25,000 cubic yards of excavation in his price. It was spelled out and clarified in the addendum, number thirteen he believes. It was to be disposed of and not reused on site. The contractor excavated the soil and reused a significant quantity back into the excavation. This was contrary to the bid/contract documents. The excavation was $850,000. That's almost $2 million worth of work that the contractor changed. He asked the architect what happened to the steel sheeting and the excavation and was told that it was a means in method. From a construction perspective he was required to put it in, it is in the contract. When asked about the excavation portion, the architect stated that the design engineer approved it. Mr. Costa stated that this was contractually wrong and wanted to know where the credit is? If they didn't put it in and it was ordered by the committee then the town is deserved a credit, which they did not get. Mr. Costa then went back and reviewed the laws and contract further and in October had a meeting with the Superintendent, the architect and the OPM. Mr. Costa gave the contract all highlighted and told them that they should be given a credit for the work that was not performed, and the Superintendent disagreed with him and thought Mr. Costa was wrong. The architect told Mr. Costa that the contractor provided a submittal for review and approval and that submittal was approved by the architect, which allowed the contractor to do the work he did. In January 2020, Mr. Costa had read in the paper that the school department is short on money and they're going to lay off ten staff members. This is upsetting to Mr. Costa because he believes the town gave away between $1-2 million and now, they don't have enough money for our teachers. Mr. Costa then puts this item regarding the excavation and the steel sheeting on the January 2020 agenda for the building committee. He explains to his board what happened and shows them the necessary documentation. The contract states that when a contractor submits a bid, he promises to furnish all materials and labor to complete the work shown on the bid documents and that's in the contract.

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2023 MAY 3 P 1:06
TOWN OF LUDLOW

Mr. Goncalves asked if the architect is the only one that can change that?

Mr. Costa stated that the Town of Ludlow is the only one that can change anything. The architect or the contractor need approval from the Town to change anything. A change order would have needed to be presented if the Town approved the changes and that would have to reflect what was going to be changed, the price difference, if any and the time difference, if any. The building committee was not given the opportunity to vote on these changes. There were 42 change orders on this job and none of them included these changes he's described.

Mr. Goncalves asked if OSHA should have picked up on the steel sheeting issue?

Mr. Costa stated that OSHA would not be involved because it's not a safety issue, it's a contractual issue.

Mr. Silva asked what the building committee had said when Mr. Costa brought up these issues.

Mr. Costa stated that he explained what happened to his committee and the architect is Mount Vernon Group and the representative is Chris Leblanc who he does not believe is an architect. Mr. Leblanc stated that it was a means in method, which means that the contractor can figure out how he wants to do something. That was not the case with this project, it was spelled out in text, it was drawn graphically that there had to be steel sheeting around it. How the contractor installs it is up to him but in the end, it must be there and it never was. Then the architect tried to convince Mr. Costa that it was

a proprietary and he explained that there is nothing proprietary about it, there's no brand names, no patents, nothing and he verified that with the Attorney General's office. Miss Anderson, who reviews public bid documents reviewed this and agreed with Mr. Costa. Then Mr. Costa told the architect that the town needed money back. The architect told him it was too late for a credit and stated that we already benefited because it's built into the contract price. Well, this looks like the contractor entered the contract under false pretenses. Mr. Costa believes this is a violation and maybe even fraud or deception. He then went on that either Ms. Villano or Ms. Downing suggested that town counsel look at the contract. The town counsel that the town was using then was the same attorney that the general contractor was using and was not the same attorney that reviewed the documents prior to entering into the contract. As soon as the suggestion was made to have town counsel review the contract, Mr. Kelliher, former school building committee member and former superintendent Todd Gazda quickly opposed that. Mr. Costa assured them that he just wanted to educate the committee, he was not looking for a lawsuit, but Mr. Kelliher thought that's where it would go, and he didn't want to jeopardize the town not being reimbursed by building construction authority because MSBA will reimburse about 45-50% of the value of the project. So, Mr. Costa stopped at that point because he didn't want to jeopardize the town's reimbursement and he didn't know enough about it and wanted to educate himself more. Afterwards he reached out to the Mass School Building Construction Authority to find out if they involved with projects that they fund if there's a contractual dispute and they said they do not get involved in contracts. Contracts are held at the district level, and they don't want to know about contracts. Mr. Costa also asked them if they ever held back on reimbursement to the community as a result of some sort of litigation or lawsuit and they said only one came to mind and it was because of land acquisition. It sounds like it's a rare occasion where MSBA doesn't reimburse for construction costs. They don't care about disputes between districts and contractors. It took Mr. Costa a few months to find out the information from MSBA because it's not easy to find the right person to talk to. In March 2020, Mr. Costa reached out to the inspector general, OIG and presented this to him because I thought it was a misuse of tax funds and the town was not being compensated fairly. They investigated but it was during COVID and there was a shut down, this was between March and May. Once Mr. Costa was able to speak with the inspector general again, he was reluctant to share information, but he did tell him that they reached out to the general contractor and that they provided information that made him understand that the general contractor was allowed to do the work that he did. Mr. Costa is assuming that the information the inspector general was given was the approval from the architect. In May of 2020 Mr. Costa reached out to Ellie Villano and Dr. Todd Gazda and asked him to add it to the agenda and Dr. Gazda's response was that it's not necessary and he did not put it on the agenda, and it stopped at that point. Mr. Costa explained that this is a volunteer position, and he does it for his community and for goodwill and it gets exhausting sometimes. He feels obligated to look out for the town so he can't turn his back on it. He believes he is the most qualified person on the committee because of his Civil Engineering background and he writes these contracts, he administrates these contracts, reviews these contracts and this is what he does every day. In 2021 he reached out to the Attorney General's office as his last resort. He provided them with all of his documents and had hours of conversation with them. The Attorney General's office reached out to the OPM, and they didn't find any information that they found valuable to make a decision. They also reached out to the architect, and they were made aware by the architect that what the contractor did and what George Costa is claiming the contractor should have done has the same cost. Mr. Costa believes the contractor should have installed a steel sheeting valued at about $1-1.4 million. Instead, the contractor excavated the hillside at a very steep angle, but he didn't install steel sheeting and Mr. Costa estimates that work around $200,000. That's a $1 million difference. The contractor's statement to do this excavation work was $250,000. The architect told the Attorney General that the excavation and steel sheeting were the same price. The Attorney Generals office stated that in order for this to be an issue, there would have to be material change and damages resulting from that materials change. Mr. Costa then spoke with his colleagues in the industry and bidders from this job. Their bids showed quotes for steel sheeting at $1.4 million.

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In December 2022 or January 2023, Ms. Downing came into the building committee meeting and stated that it was very icy outside and that caught Mr. Costa's attention because that means there is standing water. When the meeting was over and Mr. Costa went out into the parking lot, it was like an ice-skating rink, it was so slippery. This means the site was not graded properly. This means it either wasn't designed properly or it wasn't constructed properly or both. This is not an easy fix. He brought this to the building committee's attention as well. This will cost well over $250,000 to fix and there was not enough left in the budget for that. Mr. Costa made a motion not to pay the contractor that month and the committee agreed. A month later the committee has this conversation again and Mr. Costa asked that the contractor not be paid but some members requested that the contractor is paid. The architect

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2023 MAY -3 P 1:06
TOWN OF LEBANON

then brings in the civil engineer who designed this project and they do a site walk and the civil engineer says he stands behind his design and that there is nothing wrong with it. Mr. Costa then suggested that a third party not involved with the project come in for a review. The civil engineer did not want this done and the board wasn't sure what to do. They vote to get an RFP requesting to hire a civil engineer to come in and evaluate the work that was done and the design. A month or two later the OPM comes back with the RFP drafted for us to look at and it's for the back parking lot of the school and Mr. Costa suggests including the front parking lot also because the drainage system is all connected. The OPM said that was unreasonable. Mr. Costa motioned to hire a civil engineer as a third-party reviewer and the building committee voted against it. They were just going to monitor it and see what happens. In the summer of 2022, Mr. Costa had missed a few of the building committee meetings but realized that the building committee had approved $80,000 for "drainage enhancements" but he believes they were actually corrections to repair problems. A third-party review would have costs $10,000. The school spent $80,000 to fix the storm water system that they already paid for once. Mr. Costa has voted to hold payment to the contractor due to the fact that the work was faulty. In December of 2022, there was an agenda item to discuss the pavement issue. The meeting was scheduled for 6:30 p.m. and Mr. Costa showed up at 6:35 p.m. The doors to the building were locked and he couldn't get in. This was a meeting that he wanted to be involved with because he had been trying to resolve this issue for a long time and he can't get into the meeting. Shortly after the December meeting Mr. Costa drove by Harris Brook School and saw a milling machine in the parking lot and normally you do not do that type of work in December unless you are trying to correct a problem. However, as Mr. Costa said he was not able to get into the December meeting and is unsure what transpired.

Mr. Goncalves stated that he watched the meeting and that they were trying to do some type of reconfigure and infrared and actually heating up the blacktop and rerolling it to get things to go to the right catch basins.

Mr. Costa stated that this should not have been done without a third-party review. Once you repave like that you don't have the same quality as you did. You won't have the same thickness and thickness gives it strength and durability. During the time when they had all of the ice at the school the OPM advised to just continue to salt it. The DPW went there regularly several times a day and there wasn't enough salt to keep up with the ice. There was an automobile accident where the driver lost control of the vehicle and hit a curb, damaging the vehicle. If that was pedestrian being struck by a vehicle and/or the pedestrian falling, is the town liable? He believes that this is a safety issue, and the town should be owed money.

Mr. DeBarge explained that he is on the building committee also and does admit that he does not know a lot about engineering and felt that he should listen to the OPM and the architect. However, he knows that Mr. Costa is very qualified and has given a lot of documentation stating what happened. Mr. DeBarge was also in favor of the third-party review; however, it did not pass. He is not sure what happens next but does agree there is a water and ice issue at that school.

Mr. Goncalves asked regarding the sheeting versus the grading if this particular contractor took that out, now they are $1 million more competitive, correct?

Mr. Costa explained that the contractors he spoke with accounted for the steel sheeting. He also reached out to the companies that install the steel sheeting and asked if they could put it in for $250,000 and he was laughed at. The steel alone at the time of the bids was $500,000. The town spent $80,000 extra to over-dig because of unsuitable soils. This was supposed to get the silty soils out to provide good drainage. However, with the icing and water and erosion flooding the parking lot and it was carrying all the top soil from the soccer field down the parking lot into the catch basins and ends up in the hole that they just paid $80,000 to over dig for better drainage and it introduced silt back into the infiltration system. This reduces the service life of that infiltration system. They also paid close to $100,000 to improve the drainage system under the parking lot that's flooding. The OPM and the architect made the building committee aware that the contractor discovered water weeping out of the ground in the rear parking lot. The architect and the civil engineer suggested that we install perforated drainpipes underneath the asphalt, which we paid $80-100,000 for. Now we're having icing on top, and those underdrains are meant to prevent frost heaves and damage to the pavement but if you have ice forming on top and continuous salting that's going to result in damage to the pavement. So, the town paid extra money to extend the life of the pavement but they're losing money by having poor drainage

on the surface of the pavement. Mr. Costa also stated that he discovered that this particular architect and contractor have worked very closely together on several other projects over the past 4-5 years. Mr. Costa also believes that some of the people on the committee might have a difficult time voting freely on some of the projects because they are voting in front of their supervisor. Lastly, Mr. Costa wants to make the board aware that there may have been some collusion here, entering into a contract under false pretenses, the possibility of the town being in violation of some sort of public bidding law and frivolously spending the public's money or embezzlement. He would like to know what the board intends to do about this and also what he can do to help them.

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2023 MAY -9 P 1:06
TOWN OF LUDLOW

Mr. Gennette stated that this reminds him of the track and field and how the proper things were not done originally to make sure the process was proper right out of the gate, and this sounds very similar. What happens in ten years? Mr. Gennette believes that Mr. Costa should continue forward with this complaint. He also asked if Mr. Costa went back to the AG to explain that the cost was $1 million not $200,000.

Mr. Costa stated that he did not reach out to the AG after that. He also told Mr. Gennette that the town owns the building and its taxpayer money. The school does not own the building and they cannot change the building. The Board of Selectmen need to step up because Mr. Costa cannot do this alone. He suggested that the Board of Selectmen have town counsel review the contract first.

Mr. Strange explained that the school buildings are under the school committee's jurisdiction and the town's buildings are under the Board of Selectmen's jurisdiction. However, Mr. Strange does have a call with Sean Hildenbrand at the Attorney General's office tomorrow to get himself up to speed with this issue. Once he speaks with the AG's office, he will then call town counsel and see what can be done if anything.

Mr. Silva agrees with Mr. Strange and believes that's the way to go. He also thanked Mr. Costa for coming in and bringing this to their attention.

Mr. Rosenblum thanked Mr. Costa also and agreed with Mr. Silva and Mr. Strange.

Mr. Costa stated that he told the building committee that if they didn't get this back on track he was going to go public with this, which is why he is at the Board of Selectmen's office. Mr. Bowler who is on the building committee stated that it was highly inappropriate that Mr. Costa goes public just because he wasn't getting his way. Mr. Costa is the whistleblower in this case, and he is being chastised for it. Ms. Bower does not understand the situation.

Mr. Goncalves is very upset about the $1 million and he is glad that Mr. Costa took the time to come in and explain everything to the selectmen. Mr. Strange will let Mr. Costa know how he makes out with the AG's office tomorrow.

TOWN ADMINISTRATOR'S REPORT

Mr. Strange asked the departments to put together a report for the Board of Selectmen so that they know what is happening in each department. He would also like to put together a list of Town Administrator and Board of Selectmen goals to give him an idea of what the Board would like him to work on over the course of a year.

CORRESPONDENCE:

1. St. John the Baptist School application for Beer & Wine One Day Permit for Saturday, January 28, 2023, for a Pasta Supper.

   Moved by Mr. Gennette to approve St. John the Baptist School application for Beer & Wine One Day Permit for Saturday, January 28, 2023, for a Pasta Supper and to waive the fee, seconded by Mr. Silva. Vote 5-0. All in favor.

2. St. John the Baptist School application for Beer & Wine One Day Permit for Saturday, March 11, 2023, for a Chicken Pie Dinner & Cake Auction.

   Moved by Mr. Gennette to approve St. John the Baptist School application for Beer & Wine One

Day Permit for Saturday, March 11, 2023, for a Chicken Pie Dinner & Cake Auction and to waive the fee, seconded by Mr. Rosenblum. Vote 5-0. All in favor.

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2023 MAY -3 P 1:06
TOWN OF LUDLOW

3. Letter from Chief Ryan Pease requesting the Board to vote on raising Ambulance Rates effective February 1, 2023.

Chief Pease explained that in 2020 the ambulance rates were raised by almost 40%. This time he would like to go up about 25% across the board, including their mileage. This will bring more revenue to the town and will not penalize the taxpayers. These are billable rates that mostly affect the insurance payers. Medicare and Medicaid patients do not pay anymore than what the insurance company pays. The Fire Department generates over $600,000 in revenue for the town. The rates currently are a little lower than average in Western Massachusetts.

Moved by Mr. DeBarge to approve the raising of the ambulance rate to the requested 25% by the Fire Chief, seconded by Mr. Rosenblum. Vote 5-0. All in favor.

UNFINISHED BUINESS

Board to discuss and vote on new position requests and reclassifications tabled from 12/20/22.

Ms. Ribeiro explained the first request was from the Fire Department for two Paramedics.

Mr. Rosenblum stated that he would be in favor of approving one position at this time.

Mr. Silva asked if there is any update of how much we are over the levy limit and if that includes these requested positions?

Mr. Strange stated that the town is $380,000 over currently and yes it does include these positions. If one firefighter/paramedic is approved and the Board of Health Director and not the dispatch supervisor, sergeant or the library assistant that would save $360,000.

Mr. DeBarge asked if that was Mr. Strange's recommendation.

Mr. Strange stated that it is his recommendation.

Chief Pease explained that this particular person is already a firefighter and a paramedic in another community and is building a home in Ludlow currently and could start right away if approved by the Board of Selectmen.

Mr. Gennette feels that spending should be on hold right now and no new positions should be approved right now.

Mr. Strange explained that by the end of January the Board should have the Level 2 budget and they should know what the state aid will be by then as well.

Mr. Silva believes they should wait until the last possible minute before making a decision.

Mr. Gennette is okay with increasing the pay of the current employees but not accepting new positions.

Mr. DeBarge would like to see the Level 2 budget before making a decision.

Chief Pease stated that he does have a retirement next year so he could fund this one with that retirement.

Chief Pease also stressed that the Dispatch Supervisor is a very important position for the Public Safety Complex.

Moved by Mr. Gennette to approve but not fund one firefighter position, seconded by Mr. Silva. Vote 5-0. All in favor.

Mr. Strange stated that one firefighter will be in the Level 2 budget but not funded and it will also fund

the Board of Health Director and defund the public health coordinator.

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2023 MAY -3 P 1:06
TOWN OF LUDLOW

Ms. Ribeiro stated that the next position was for a full-time building inspector.

The board elected to hold off on that for now.

Mr. Gennette stated that the next request is the $19,000 for the Council on Aging and he is okay with that because it is to improve wages for existing employees, not creating new positions.

Ms. Ribeiro did explain that the clerk's position will be eligible for benefits with this change.

The Board was okay with this change.

The mechanics position is all set.

The custodian at the police department is also all set.

Board to approve and Chairman to sign Radio Project Change Orders #17, 18, 19 & 20.

Moved by Mr. Silva to approve the Radio Project Change Orders #17, 18, 19 & 20 and have the Chairman sign, seconded by Mr. Rosenblum. Vote 5-0. All in favor.

Board to sign the St. John the Baptist School One Day Liquor License for January 28, 2023, if approved.

Done.

Board to sign the St. John the Baptish School One Day Liquor License for March 11, 2023, if approved.

Done.

NEW BUSINESS

Moved by Mr. Rosenblum to table the Ludlow Mills Conservation Restrictions, seconded by Mr. DeBarge. Vote 5-0. All in favor.

Moved by Mr. Rosenblum to open the Warrant for the May 8, 2023, Annual Town Meeting and that Articles are due to the Selectmen's office by Friday, February 24, 2023, at 4:30 p.m., seconded by Mr. Gennette. Vote 5-0. All in favor.

Moved by Mr. Rosenblum to re-appoint Jason Martowski to the Conservation Commission as an associate member, seconded by Mr. Silva. Vote 5-0. All in favor.

Moved by Mr. Gennette to sign the Common Victualler's License for Exit Seven Players LTD, seconded by Mr. DeBarge. Vote 5-0. All in favor.

Moved by Mr. Gennette to approve and sign the Common Victualler's License for Starbucks MA Pike East and West, seconded by Mr. Rosenblum. Vote 5-0. All in favor.

Moved by Mr. Gennette to sign Weston & Sampson contract for East Street Revitalization Planning Project, seconded by Mr. Silva. Vote 5-0. All in favor.

Moved by Mr. Silva to acknowledge and approve the Citation for the 100th birthday of resident Jose' Leitao, seconded by Mr. Gennette. Vote 5-0. All in favor.

CLOSING COMMENTS

Mr. DeBarge hopes all residents had a great New Years. Reminded everyone that Springfield made a drug bust over the weekend and found $2 million worth of cocaine and Fentanyl and guns and this is problem is here in Ludlow as well.

Mr. Gennette explained that there is a Ludlow, England and that a group of people come over here and play golf, etc. He also explained that the economy right now is not good, and the Selectmen are doing the best they can to make the proper changes and get Ludlow where it needs to be. He asked the residents to hang tight and be patient with them.

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2023 MAY -3 P 1:04
TOWN OF LUDLOW

Mr. Rosenblum wished everyone a Happy New Year and be safe. He is looking forward to better things for the town.

Mr. Silva said Happy New Year's also and asked the residents to be positive. The forum on Facebook is just so negative and would really like to see that turn around.

Mr. Goncalves wished everyone a Happy New Year's and wished Mr. Leitao a Happy Birthday again. He agrees with Mr. Silva that Facebook is very negative, and he wished that would change also.

Moved by Mr. Rosenblum, to adjourn this meeting at 8:11 p.m., not return to open session, seconded by Mr. Gennette. Vote 5-0. All in favor.

_____Chairman

Ludlow Board of Selectmen

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