

AGENDA FOR THE CITY COUNCIL
OCTOBER 7, 2025

PUBLIC HEARING

PUBLIC COMMENT

LAIID ON THE TABLE

1. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, minutes of February 18, 2025 meeting.
2. The Committee on Charter and Rules to whom was referred an order that the following Charter Change be adopted:
Charter Sec. 39. - City solicitor.
AMEND
FROM:
The city solicitor shall perform those all legal services in which the city is interested and attend to all proceedings at law or in equity to which the city is a party, and to all claims made to the city council. For these purposes he shall have sole charge of all such matters and proceedings. He shall give in writing his legal opinion upon any of the municipal affairs of the city, upon the request of the mayor or city council, and in addition shall give his opinion upon the law relating to municipal affairs in any department, upon request made by the head of such department.
TO:
The city solicitor shall perform those legal services in the city as the city council shall establish by ordinance. He or she shall give in writing their legal opinion upon any of the municipal affairs of the city, upon the request of the mayor or city council, and in addition shall give his or her opinion upon the law relating to municipal affairs in any department, upon request made by the head of such department.
Recommended that the order be adopted.
3. The Committee on Charter and Rules to whom was referred an order That Charter Sections 19 and 34 be amended and elsewhere as appropriate to allow for all appointments to the Fire Commission and DPW Commission to be appointed by the Mayor subject to confirmation by the City Council.
Recommended that the order be adopted.
4. -- The Committee on Charter and Rules to whom was referred an order that section 13 of the Holyoke Charter - Rules of city council; president pro tempore; method of sitting; journal; roll-call votes; quorum; general powers; no compensation. - be amended using the attached language.
Recommended that the order be adopted.
5. -- The Committee on Charter and Rules to whom was referred an order that section 14 of the Holyoke Charter - Transactions by council or members in behalf of city prohibited, except in case of veterans' aid - be amended using the attached language.
Recommended that the order be referred to the full Council without recommendation.

6. -- The Committee on Charter and Rules to whom was referred an order that section 22 of the Holyoke Charter - Power as to laying out, etc., of streets; damages; ordinances, etc., involving expenditures in excess of two hundred dollars.- be amended using the attached language
Recommended that the order be adopted.
7. -- The Committee on Charter and Rules to whom was referred an order that section 24 of the Holyoke Charter -Presentation of ordinances, orders, etc., to mayor; approval; veto; passage over veto - be amended using the attached language
Recommended that the order be adopted.
8. -- The Committee on Charter and Rules to whom was referred an order That section 41 of the Holyoke Charter be deleted.
Recommended that the order be adopted.
9. -- The Committee on Charter and Rules to whom was referred an order that section 49 of the Holyoke Charter - Transfers of appropriations; authorization of expenditures without appropriation; approval of bills, pay rolls and vouchers; fiscal year. - be amended using the attached language.
Recommended that the order be adopted.
10. -- The Committee on Charter and Rules to whom was referred an order that section 53 of the Holyoke Charter -Loans, bonds and notes. - be amended using the attached language.
Recommended that the order be adopted.
11. The Committee on Charter and Rules to whom was referred an order that the City of Holyoke shall create an Administrative and Finance Department. Said acceptance shall be subject to implementation by city ordinance and any necessary amendments to the City Charter. This order shall be referred concurrently to Charter and Rules and Ordinance to be considered jointly, with recommendations regarding implementation to be reported back to the City Council jointly. See attached: Municipal Modernization Act of 2025.
Recommended that the order be adopted.
12. The Committee on Charter and Rules to whom was referred an order that City Council adopt the attached Substitute Municipal Modernization Ordinance
Recommended that the order be received.
13. The Committee on Charter and Rules to whom was referred an order With community support, order that the following section of our Codes of Ordinances and charter be updated to reflect use of email as sufficient for special meeting notice:
Sec. 12. – Special meetings of city council.
The mayor may at any time call a special meeting of the city council by public posting through the city website along with written notifications thereof, together with a statement of the subjects to be considered thereat, to be deposited in the post office, postpaid and addressed to the persons to be notified, at least forty-eight hours before the time appointed for such meeting, or to be left at the usual place of residence of each member of the council, by email at least forty-eight hours before the time appointed for such meeting.

(Acts 1965, c. 187; Acts 1992, c. 189)

Recommended that the order be adopted.

14. -- The Committee on Charter and Rules to whom was referred an order Charter changes related to Municipal Modernization Package be adopted.
Recommended that the order has been complied with.
15. The Committee on Charter and Rules to whom was referred an order that Rule 8M please be amended as follows:
Current:
M. Any ordinance, order, resolution, or vote involving the appropriation or expenditure of money to an amount which may exceed two hundred dollars, shall require for its passage the affirmative votes of a majority of all members of the City Council.
Every such ordinance, order, resolution, or vote shall be read twice, with an interval of at least three days between the two readings, before being finally passed; and the vote at its final passage shall be taken by roll call; provided, however, that upon and after the written recommendation of the Mayor, the City Council may pass such ordinance, order, resolution, or vote on the same day by a two-thirds yea and nay vote. {See City Charter s. 22}
New:
M. Any ordinance, order, resolution, or vote involving the appropriation or expenditure of money to an amount which may exceed two hundred dollars shall be considered as adopted by final action of the City Council only after passing the following two votes: (1) Motion to pass the first reading by a majority of all the members of the City Council, and (2) Motion to pass the second reading by a majority of all the members of the City Council on a roll call vote. Notwithstanding the preceding, if the Motion to pass the first reading and the Motion to pass the second reading occur within three days of each other then the Motion to pass the second reading shall require a two thirds majority of all the members of the City Council to be adopted. [Reference: City Charter Section 22, and MG.L. c. 44 § 1]
Recommended that the order be adopted.

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

16. -- June 11, 2024, September 4, 2024, and April 15, 2025 Executive Session Minutes - Reviewed and ready for partial release as of September 17, 2025
17. -- December 9, 2024 Finance Committee Executive Session Minutes - Reviewed and withheld in entirety as of September 17, 2025
18. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos- September 17, 2025 meeting minutes

COMMUNICATIONS

19. From Mayor Joshua Garcia-communication regarding letters from DLS
20. From Mayor Joshua Garcia-letter from Division of Local Services

21. From Mayor Joshua Garcia- letter from Division of Local Services City of Holyoke - Notice of Actions Necessary for Conformity
22. From Deb Brunelle, Chief Assessor, request to appoint Grant Schlosstein to Board of Assessors
23. Resolution supporting local control of municipal utilities and local efforts to achieve Massachusetts low carbon emissions goals.
24. From City of Holyoke Health Benefit Meeting Minutes of September 8, 2025
25. From HEDIC-Meeting Minutes from Feb 27, April 24, June 26, and July 31, 2025
26. From Board of Fire Commissioner-Meeting Minutes from August 20, 2025
27. Notice of Community Outreach Meeting-Cannabis Courier and Manufacturer

PETITIONS

28. Petition from Residents of Ward 1- concerns regarding crosswalk at Chestnut and Lyman Streets

PRESIDENT'S REPORT

REPORTS OF COMMITTEES

29. The Committee on Ordinance to whom was referred an order that City Council adopt the attached Substitute Municipal Modernization Ordinance
Recommended that the order be adopted.
30. The Committee on Ordinance to whom was referred an order that the Council approve the changes to Holyoke Code of Ordinances Chapter 86 Schedule IV: Stop Streets associated implementation of stop control on local side streets intersection Homestead Ave between Westfield Rd and Cherry St as detailed in the memorandum prepared by the Assistant City Engineer, dated July 29, 2025.
Recommended that the order be adopted.
31. The Committee on Ordinance to whom was referred an order that the Council approve the changes to Holyoke Code of Ordinances Chapter 86 Schedule IV: Stop Streets associated with implementation of all-way stop control at the following locations as detailed in the memorandum of changes associated with the MassDOT All-Way Stop Control (ASWC) Program prepared by the Assistant City Engineer, dated July 29, 2025:
 - Appleton Street at Elm Street
 - Cabot Street at Nick Cosmos Way
 - Dwight Street at Pine Street
 - Sargeant Street at Commercial Street
 - Sargeant Street at Elm Street
 - Sargeant Street at Sycamore Street
 - West Franklin Street at Linden Street

Recommended that the order be adopted.

32. The Committee on Ordinance to whom was referred an order that the various traffic schedules contained in Holyoke Code of Ordinances Chapter 86 Article IX be updated as detailed in the memorandum of changes required by the upcoming City Center Connector Project prepared by the Assistant City Engineer, dated July 29, 2025.
Recommended that the order be adopted.
33. The Committee on Ordinance to whom was referred an order that the position of Chief Administrative and Financial Officer be created and added to Schedule A
Recommended that the order has been complied with.
34. -- The Committee on Ordinance to whom was referred an order that the City Council adopt the attached draft ordinance establishing the role of Parliamentarian of the City Council.
Recommended that the order be given a leave to withdraw.
35. The Committee on Ordinance to whom was referred an order that the position of combined Treasurer/Tax Collector is created by ordinance and added to Schedule A Grade 14
Recommended that the order be given a leave to withdraw.
36. The Committee on Ordinance to whom was referred an order that a Handicap sign be placed 50 North Bridge St. for Nelson Vega
Recommended that the order be adopted.
37. The Committee on Ordinance to whom was referred an order The DPW install a handicap sign for Yolanda Gonzalez at 50 Arthur St.
Recommended that the order be adopted.
38. The Committee on Ordinance to whom was referred an order that the DPW remove the handicap sign at 71 Waldo St. The sign is no longer needed.
Recommended that the order be adopted.
39. The Committee on Finance to whom was referred a Petition from Rev Randell Bessette of 1810 Northampton St. for a Second Hand License.
Recommended that the petition be granted for the hours of Saturday 9 a.m. - 6 p.m.
40. The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS DOT LOCAL BOTTLENECK REDUCTION PROGRAM, \$390,149.30, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city

council's next agenda.

Recommended that the order be adopted.

41. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$137,500) as follows:

FROM

11211-51104 CAFO	\$137,500
TOTAL	\$137,500
TO:	
11212-53009 MAYOR'S CONTRACTED SERVICES	\$137,500
TOTAL	\$137,500

Recommended that the order be adopted.

42. The Committee on Development and Governmental Relations to whom was referred a Petition from Francisco Grabiell Velez Vega of 214 Elm St. for a Street Vendor License Awaiting disposition
43. The Committee on Development and Governmental Relations to whom was referred a Special permit application for home occupation of Kristin Fontaine for a cottage kitchen to bake bread at 1 Meadow Street (081-00-012) per sec 4.8.2.
Conditions previously added:
1. That the hours of operation would be Saturday 12 p.m. - 5 p.m.
2. That the applicant will provide their business certificate and their permit from the Board of health.
Awaiting disposition
44. The Committee on Development and Governmental Relations to whom was referred an order to declare 569 South Bridge Street, Holyoke, MA (Holyoke Assessors Map 029, Block 08, Parcel 006) as surplus property. The City has been approached by an interested buyer looking to purchase the property. The property is vacant land and currently assessed at \$38,700.00.
Awaiting disposition
45. The Committee on Development and Governmental Relations to whom was referred an order to declare Holyoke Assessors Map 029, Block 08, Parcel 007, South Bridge Street, Holyoke, MA as surplus property. The City has been approached by an interested buyer looking to purchase the property. The property is vacant land and currently assessed at \$22,800.00.
Awaiting disposition
46. The Committee on Development and Governmental Relations to whom was referred an that the following Resolution of the City Council be adopted and a copy be transmitted to the Department of Homeland Security and our federal delegation and the White House. It shall also be used by all departments of the city with their applications for federal funds and grants when necessary:1. Holyoke is not a sanctuary city.
2. Mayor Joshua Garcia has publicly declared that Holyoke is not a sanctuary city.
3. The City Council hereby declares Holyoke is not a sanctuary city.

4. Holyoke adopted Ordinance 2-68 "No elected official, department head or other city employee shall issue any order that shall knowingly violate any law or regulation of the federal, state or local government or the Constitution of the United States, the Constitution of the Commonwealth of Massachusetts or the Charter of the City of Holyoke, or any lawful order of a court of competent jurisdiction. No such order given shall be valid or shall be enforced by the City of Holyoke or its departments."

5. To the extent, Holyoke has been deemed a sanctuary city by the federal government for failing to comply with any federal law or regulation, the Department of Homeland Security should notify the Holyoke City Council and Mayor of its specific violation and what steps are needed to remedy.

6. The City of Holyoke and all of its employees and agents hereby agree to fully comply with all federal laws and regulations. To the extent the city, its employees or agents have or are violating any federal law or regulation, they shall immediately cease and fully comply.

7. The City of Holyoke requests removal from any identification of our city as a sanctuary city by any federal department or agency.

Awaiting disposition

MOTIONS, ORDERS AND RESOLUTIONS

47. Murphy-Romboletti- Ordered that the City of Holyoke opt in to in-person early voting, per request from the City Clerk. If passed by the City Council, in-person early voting will take place October 27-31, 2025 during the hours of 8:30am-4:30pm in the City Clerk's Office.
48. MURPHY-ROMBOLETTI - Ordered that the City approve of a sidewalk easement for Holyoke Gas & Electric adjacent to parcel 030-06-014 (150 Race Street) for the purposes of installation of electrical conduit.
49. Rivera, I-Order: That the Special Education Department within the School Department be invited to a joint meeting of the School Committee and City Council to provide an update on measures taken to mitigate turnover of specialized special education staff. Families have raised concerns regarding the constant turnover and its impact on children receiving special education services
50. Rivera, I-Order: That the Department of Public Works (DPW) place a sign at the intersection of Center Street and East Dwight Street informing drivers that autistic children reside in the neighborhood. Request submitted on behalf of a constituent.
51. Rivera, I-Order: That the Parks and Recreation Director appear before the Public Safety Committee to discuss the potential upgrade of Pina Park located in Ward 1.
52. Rivera, J-Ordered that a handicap sign be placed outside of 167 Elm St. for Zoila Diaz, handicap placard number PL000058.
53. Rivera, J.- ORDERED: That the City Clerk be invited to appear before the City Council to provide a detailed overview of campaign rules and regulations, including requirements and procedures related to election days, so that councilors and the public have clear, up-to-date information.

54. Rivera, J.- ORDERED: That the Department of Public Works, in coordination with the Department of Public Safety and the Traffic Commission, take the following actions to improve pedestrian safety:
1. Crosswalk Installation – Paint and maintain a clearly marked crosswalk in front of 598 Dwight Street to provide a safe crossing for elderly residents and other pedestrians accessing the nearby park.
 2. “No Turn on Red” Signage – Install appropriate “No Turn on Red” signage at the corner of Dwight Street and Maple Street, where drivers frequently fail to stop, creating a hazard for pedestrians.
 3. Pedestrian Signal Timing – Evaluate and adjust the pedestrian crossing signal at the Dwight and Maple Street intersection to include a sufficient countdown timer, ensuring that elderly pedestrians and others have adequate time to cross safely.
55. Vacon- ORDER: Place a permanent speed feedback sign on a pole on Southampton Road (near Fir Lane).
56. Vacon- ORDER: Please add "No engine brake sign st the bottom of the hill on Southampton Rd approaching Fir. Trucks are using engine brakes at the bottom of the hill to the stop sign.
57. Vacon- ORDER: Request our state delegation submit a bill similar to Senate Bill To Protect Floridians from Geoengineering and Weather Modification SB 56 by Senator Ileana Garcia prohibits chemical releases into the air, promotes public health.
58. Vacon- ORDER: Review & amend the sign ordinance as needed to reduce the increased posting of a variety of signs on public property and other changes that may be offered. Send to Ordinance Committee.
59. Bartley-The city remove tree stump in city owener tree belt proximate to 75 Elmwood Ave.
60. Bartley, Greaney, Ocasio- The city of Holyoke adopts M.G.L. chapter 40, §22A ¾ which grants authority to municipalities to designate a parking space at City Hall for Veterans. Refer to Chater & Rules and/or Ordinance. Copy to Law Dept. Copy to Parking Advisory Committee.
61. Bartley-If the local option is adopted, the City of Holyoke create by ordinance a designated parking place for Veterans at City Hall to be used in compliance with chapter 40, §22A ¾. Refer to Ordinance. Copy to Parking Advisory Committee.
62. Bartley- The city of Holyoke apply to the legislature for a Home Rule petition that allows the city to expand the use of M.G.L. chapter 40, §22A ¾ which grants authority to municipalities to designate a parking space at City Hall for Veterans. If the petition is granted, the city could create a local ordinance that would designate parking for veterans at municipal buildings other than City Hall. Refer to Charter & Rules. Copy to Parking Advisory Committee.

63. Bartley-The crosswalk and pedestrian signal on Homestead Ave at HCC's main gate remains in limbo. It's now going on 8 years since original orders were filed. Some progress was made under the tenure of Mike McManus but very little since. Order the City Engineer, HFD Alarm Division and DPW provide an update to City Council on when this dangerous situation will be corrected. Please respond with a communication in 30 days. Refer to Ordinance.
64. Bartley, Jourdain, Vacon, Greaney-- The city council go on record to support HG&E's resolution to the Executive Office of Energy & Environmental Affairs. Receive and Adopt. Refer to state delegation, Gov. Healy, Secy. Tepper. See resolution attached as Communication.
65. Bartley -HPD enforce compliance with Stop sign at intersection of Lawler and Martin Streets. Several complaints were recently received.
66. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, TWELVE THOUSAND NINETY EIGHT AND 10/100 Dollars (\$12,098.10) as follows:
FROM
- | | |
|-----------------------------|-------------|
| 12201-51103 FIRE CAPTAIN | \$ 3,663.90 |
| 12201-51104 FIRE LIEUTENANT | 3,142.74 |
| 12201-51105 FIREFIGHTER | 5,291.46 |
| TOTAL | \$12,098.10 |
- TO:
- | | |
|-----------------------------|-------------|
| 12201-51180 INJURED ON DUTY | \$12,098.10 |
| PP #6 TOTAL | \$12,098.10 |
67. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE THOUSAND EIGHT HUNDRED THIRTY AND 34/100 Dollars (\$9,830.34) as follows:
FROM
- | | |
|-----------------------------|-------------|
| 12201-51103 FIRE CAPTAIN | \$ 3,663.90 |
| 12201-51104 FIRE LIEUTENANT | 3,142.74 |
| 12201-51105 FIREFIGHTER | 3,023.69 |
| TOTAL | \$9,830.34 |
- TO:
- | | |
|-----------------------------|------------|
| 12201-51180 INJURED ON DUTY | \$9,830.34 |
| PP#7 TOTAL | \$9,830.34 |
68. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS DEPARTMENT OF TRANSPORTATION DONATION OF \$73,615 (SEVENTY THREE THOUSAND SIX HUNDRED FIFTEEN AND 00/100 DOLLARS)" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources

associated with the administration of said donation. This revenue will be used towards funding to support the All-Way Stop initiative for the seven intersections listed below:

- Dwight St at Pine St
- Sargeant St at Commercial St
- Sargeant St at Elm St
- W Franklin St at Linden St
- Sargeant St at Sycamore St
- Appleton St at Elm St
- Cabot Street at Nick Cosmos Way/Commercial St

69. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE HUNDRED AND 00/100 Dollars (\$900.00) as follows:

FROM

14212-52504 PROPERTY- R&M PELLISSIER BLDG	\$900.00
TOTAL	\$900.00
TO:	
14212-53009 DPW ADMIN CONTRACTED SERVICES	\$900.00
TOTAL	\$900.00

70. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "Holyoke Economic Development Industrial Corporation \$30,000 (THIRTY THOUSAND AND 00/100 DOLLARS) donation" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said donation. This revenue will be used towards funding to support a contracted Brownfield Consultant. The City intends to provide matching funding through general fund contracted services appropriations for a total of \$60,000 together for this service.

71. Jourdain, Vacon - Request that City Council adopt the following Resolution.

Resolution on Civility

Holyoke is a diverse community of caring and thoughtful people. We are also a community that is passionate about its politics. Politics and democracy can be challenging for everyone involved and that is healthy. However, the public is served best when we as a city have a civil and thoughtful discourse on the different policies and candidates we as a city need to choose from. There is no place for hate speech and extremist language and rhetoric. We can and should challenge different views without demonizing anyone we disagree with. It is critical to the city's future unity that after each election we are able to come together as neighbors and citizens to focus on what we have in common over what is different about us. While there are different visions for Holyoke's future that are decided in each election, we are still all Holyokers who all want what is best for our city. Let's all commit to these principles and together we as a City Council encourage everyone in city leadership, candidates and the public generally to commit to them too and speak up for these principles whenever needed.

LATE FILED ORDERS AND COMMUNICATIONS

Addendum:

Per City Council rule 2B, meeting shall end by 10 PM unless an extension is approved by a two-thirds majority of those present. If any items remain, those items will be added to the beginning of the next regular meeting.

The listing of matters are those reasonably anticipated by the chair which may be discussed at the meeting.

Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

September 17, 2025

The meeting was called to order by President Murphy-Romboletti at 7:07 p.m.

The Clerk called the roll. Absent Members: 2 (Devine, J. Rivera) Present Members in person: 10 (Bartley, Givner, Greaney, Jourdain, Magrath-Smith, Murphy-Romboletti, Ocasio, I. Rivera, Sullivan, Vacon). Present Members on Zoom: 1 (Anderson-Burgos)

The Pledge of Allegiance was recited.

The name of Councilor I. Rivera was pulled to head the roll call voting.

Motion was made and seconded to take a roll call vote that for the purposes of this meeting would be applicable to all motions to refer items to committee, remove items from the table, place items on the table, package items together, comply with items, or suspend the rules unless there is an objection.

PUBLIC COMMENT

(2:20)

Claire, Holyoke, stated that she would refrain from giving more personal private information as it was her right protected under the 4th Amendment, which provided the right of people to be secure in their persons, houses, papers, and effects against unreasonable searches seizures. She added that Katz v. United States provided case law supporting private citizens had a reasonable expectation of privacy whether or not there was physical trespass. She also stated that Part 3, Title 1, Chapter 214, Section B of Massachusetts General Laws said that people had a right against unreasonable substantial or serious interference with privacy. She emphasized that oaths taken by officials held them to the Constitution and Massachusetts General Laws, and that they had to obey lawful orders of superior officers. She then stated that a member of the body recently broke those protections, and she stated that she would not back down from holding that person accountable. She then questioned making sweeping changes to the charter without a public process and suggested adding one more if that was going to happen.

Councilor Bartley stated that 3 members of the public in the audience had items before the Council and asked if those items could be taken up out of order.

Motion was made and seconded to suspend the necessary rules to take up items 50 through 52 out of order as a package.

The Committee on Finance to whom was referred an order That the City appropriate the amount of Eight Million Six Hundred Ninety One Thousand Four Hundred and Five (\$8,691,405) Dollars for the purpose of paying costs of a replacement of the Kelly Elementary School Roof, located at 216 West St, Holyoke, MA 01040. This replacement consists of the removal of existing EPDM roof and installing 68,000 SF of PVC membrane during the summer of 2026, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve

an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Mayor Joshua Garcia.

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44 or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the MSBA.

FURTHER ORDERED: That the Treasurer is authorized to file an application to qualify under Chapter 44A of the General Laws any and all of the bonds or notes authorized to be issued pursuant to this Order, and to provide such information and execute such documents as may be required for such purposes.

FURTHER ORDERED: That there shall be no change in the purpose of this bond authorization without prior vote of approval by the Holyoke City Council

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order That the City appropriate the amount of Four Million Four Hundred Ninety Eight Thousand Four Hundred Ninety-Seven (\$4,498,497) Dollars for the purpose of paying costs of a replacement of the Lt. Elmer J. McMahon Elementary School Roof, located at 75 Kane Rd, Holyoke, MA 01040. This replacement consists of the removal of existing EPDM roof and installing 35,000 SF of PVC membrane during the summer of 2026, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Mayor Joshua Garcia. To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44 or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the

MSBA.

FURTHER ORDERED: That the Treasurer is authorized to file an application to qualify under Chapter 44A of the General Laws any and all of the bonds or notes authorized to be issued pursuant to this Order, and to provide such information and execute such documents as may be required for such purposes.

FURTHER ORDERED: That there shall be no change in the purpose of this bond authorization without prior vote of approval by the Holyoke City Council

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order That the City appropriate the amount of Twelve Million Nine Hundred Forty-Five Thousand Six Hundred Ninety-Seven Dollars (\$12,945,697) for the purpose of paying costs of a replacement of the Holyoke High School Roof, located at 500 Beech St, Holyoke, MA 01040. This replacement consists of the removal of existing EPDM roof and installing 168,000 SF of PVC membrane during the summer of 2026, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of Mayor Joshua Garcia.

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44 or pursuant to any other enabling authority. The City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; provided that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) eighty percent (80%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City and the MSBA.

FURTHER ORDERED: That the Treasurer is authorized to file an application to qualify under Chapter 44A of the General Laws any and all of the bonds or notes authorized to be issued pursuant to this Order, and to provide such information and execute such documents as may be required for such purposes.

FURTHER ORDERED: That there shall be no change in the purpose of this bond authorization without prior vote of approval by the Holyoke City Council

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Jourdain stated that Mr. Sheedy presented on the replacement of roofs for 3 of the schools. He then explained that the improvements at Kelly School would replace the roof, as well as provide ADA improvements. He also stated that the city had a good shot at getting 80% reimbursement from the state. He added that the schools were in the poor condition category. He also stated that the roof at McMahon was in desperate need of repair. He further stated that the rooftop at Holyoke High School had some improvements in 2012 during a previous renovation, but this would provide improvements to the entire roof. He then stated things were going well with costs, with things coming in under budget at Peck, and there was a hope that a competitive process would lead to costs coming in lower for these projects. He added that these projects should put the roofs in good shape for another 20-25 years.

Councilor Givner was encouraged to hear about the ADA improvements. She noted that while Holyoke High did not qualify for reimbursed ADA improvements, Kelly and McMahon were approved for 80% reimbursement.

Councilor Bartley asked if these would commence during the summer of 2026. He also asked if there was discussion of the city's bond capacity.

Councilor Jourdain stated that they didn't have an update from bond counsel, but he did not expect these would have been able to be brought forward by the Mayor and Treasurer without the city having the capacity.

Councilor Givner confirmed the projects would take place in the summer of 2026.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Councilor Sullivan raised a point of order, asking if a separate vote was needed for each of these.

Motion was made and seconded to suspend the necessary rules to allow Sean Sheedy, HPS Director of Facilities and Maintenance, to address the Council.

Sean Sheedy, HPS Building Maintenance Administrator, stated that each agenda item needed to have its own vote and they could not be packaged together.

Motion was made and seconded to reconsider the previous action.

Motion was made and seconded to pass the second reading on item 50 and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Motion was made and seconded to pass the second reading on item 51 and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Motion was made and seconded to pass the second reading on item 52 and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Motion was made and seconded to suspend the necessary rules to take up item 53 out of order.

The Committee on Development and Governmental Relations to whom was referred a Petition from Raul Montes of 33 Mountainview St. Springfield for a Street Vendor Permit

have considered the same and Recommended that the petition be granted with the following conditions:

That the hours of operation would be 9 a.m. - 5 p.m

That the applicant confirm approval from the Board of Health and that the applicant confirm that the fee to the Board of Health has been paid.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the applicant was complete with required documents from the Board of Health.

Councilor Bartley asked if this would be 7 days of the week.

Councilor Givner clarified that it would be Monday through Saturday.

Motion was made and seconded to amend the recommendation to specify the dates would be Monday through Saturday.

---> Report of Committee received and recommendation as amended Adopted on a call of the roll of the yeas and nays-- Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Motion was made and seconded to suspend the necessary rules to take up item 60 out of order.

The Committee on Development and Governmental Relations to whom was referred an order that the City Council authorize a sale of Holyoke Assessors Parcel 010-00-002, Cabot Street, Holyoke, MA to Jose A. Santos Suarez for \$1,000.00. After the property was declared by the City Council to be surplus on October 6, 2020, the City sent notices to abutters that the property was available for sale. The City received a response from Mr. Santos Suarez as the only responding abutter. The property is valued under the procurement threshold.

have considered the same and Recommended that the order be adopted.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the parcel was in between the property Mr. Suarez owned and one owned by a relative, and they had been upkeeping the property for years. She added that they wanted to own it so that they could put in a fence and beautify it to keep the space from becoming a cut through for people in the neighborhood.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Motion was made and seconded to suspend the necessary rules to take up item 58 out of order.

The Committee on Development and Governmental Relations to whom was referred an order that the reverter requirement for the transfer of the property located at 689 Main Street, Holyoke, Massachusetts be removed from the conditions related to the transfer of the property from Jahjan, LLC to Richard Kowalski, or his assignee, for the development of a self storage facility. The City Council approved the transfer in May, 2024, however a reverter requirement was included.

have considered the same and Recommended that the order be adopted.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Bartley stated that he would abstain from discussion and vote on this item.

Councilor Givner stated that this was a complex situation which was explained by the attorney for Mr. Kowalski. She then deferred to Councilor Anderson-Burgos as he had been working with the parties on this.

Councilor Anderson-Burgos explained that the current owner bought the property 6-7 years ago with the intention to develop on it but ran into a lot of red tape and barriers after spending over \$60,000 to remove underground gas tanks. He then stated that the buyer was planning to turn it into a storage facility but could not get funding because the bank providing the loan did not want it to have the reverter clause. He then emphasized the importance of bringing business into Holyoke and not making it more difficult.

Councilor Greaney asked if Jahjan, LLC was a misspelling, noting that several properties in Holyoke were owned by a Jahjuan.

Councilor Anderson-Burgos stated that this buyer also owned R&R Variety on Sargeant Street, a gas station on South Street, among multiple properties in the city, and they were all well maintained.

Councilor Givner noted that the committee approved the order unanimously.

Councilor Jourdain asked if any departments voiced concerns about approving it.

Councilor Givner stated that OPED and the Law Department were in attendance, and they explained that while reverters were generally in place to protect the city, the reverter on this had been a hinderance and was causing a lot of harm.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 10--Nays 0--Absent 2 (Devine, J. Rivera)--Abstain 1 (Bartley).

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

(32:40)

Motion was made and seconded to remove item 1 from the table.

June 11, 2024 and September 4, 2024 Executive Session Minutes - Reviewed and ready for partial release as of August 5, 2025

UNDER DISCUSSION:

Councilor Vacon made a motion to release the portion of the June 11, 2024 minutes other than cannabis sections the Law Department recommended to remain redacted. Councilor Bartley seconded the motion.

Councilor Vacon made a motion to release the portion of the September 4, 2024 minutes other than cannabis sections the Law Department recommended to remain redacted. Councilor Bartley seconded the motion.

---> Released partially other than those sections recommended for redaction by the Law Department and those sections laid on the table.

Motion was made and seconded to remove item 2 from the table.

December 9, 2024 Finance Committee Executive Session Minutes - Reviewed and withheld in entirety as of August 5, 2025

UNDER DISCUSSION:

Councilor Vacon stated that the Law Department recommended keeping these minutes unreleased.

Councilor Bartley suggested returning these to the Law Department and having them advise on when they could be released. He then questioned having them laid on the table.

Councilor Vacon expressed a preference to see them laid on the table in order to avoid losing track of them.

---> Withheld in entirety and laid on the table.

Motion was made and seconded to remove item 3 from the table.

April 15, 2025 Executive Session minutes - not yet reviewed.

UNDER DISCUSSION:

Councilor Vacon made a motion to release the discussions on items 3, 5, 6, 7, 8, and 9, and items 1, 2, 4, and 5 would remain redacted as was recommended by the Law Department. Councilor Bartley seconded the motion.

---> Released partially other than those sections recommended for redaction by the Law Department and those sections laid on the table.

From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, meeting minutes from September 2, 2025.

Councilor Jourdain noted that in the last meeting, Rick Purcell made a point during public comment that he (Councilor Jourdain) had filed an order for public comment, adding that he never said that. He then stated that while it was true it was former councilor, Aaron Vega, filed it, he clarified that he held lead the support for adoption of a public comment period while he was President of the Council. He reiterated that he never said he was the one to file the order but worked to help people feel comfortable adding it.

Councilor Bartley asked if the minutes needed to be amended.

Councilor Jourdain stated that Mr. Purcell said what he said, but he wanted to clarify the claim that was made.

---> Received and Adopted.

LAI D ON THE TABLE

(41:40)

From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, minutes of February 18, 2025 meeting.

---> Laid on the table.

Motion was made and seconded to remove item 6 from the table.

The Committee on Development and Governmental Relations to whom was referred a communication From Adam Mulcahy and Christina Guesk-Notification of Intent to sell under MGL
Recommended that the order be referred to the full Council without recommendation.

UNDER DISCUSSION:

Councilor Bartley stated that the time had expired under 61A so there was nothing that could be done

about it.

---> Given a leave to withdraw.

Motion was made and seconded to remove item 7 from the table.

The Committee on Development and Governmental Relations to whom was referred a communication From Kestrel Land Trust, letter regarding right of first refusal for Mountain Road parcel under Chapter 61A

Recommended that the order be referred to the full Council without recommendation.

UNDER DISCUSSION:

Councilor Bartley stated that this was related to the previous item.

---> Received.

Motion was made and seconded to remove item 8 from the table.

The Committee on Ordinance to whom was referred an order That schedules B and C of ordinance 2-35 be updated as appropriate with competitive salaries to attract and retain employees.

Recommended that changes to the Mayor, Council, and Council President in Salary Schedule B be referred to the full Council without recommendation.

*Updates to Schedule C adopted September 2, 2025

UNDER DISCUSSION:

Councilor Jourdain expressed his recollection that this came up to the final vote at the last meeting and then was reconsidered and laid on the table. He then made a motion to ordain to see where it goes.

Councilor Bartley seconded the motion.

Councilor Magrath-Smith suggested that this was becoming a distraction, with concern that the Council wanted to support this completely. She then stated that it appeared to be a nonstarter and questioned if the Council could consider other options with smaller raises. She emphasized that she had not heard from one person on the Council that supported the drastic increase for the Mayor, and expressed frustration that the misinformation and confusion in the general public had not been helpful. She agreed with Councilor Jourdain's suggestion to take a vote and put the matter to bed.

Councilor I. Rivera made a motion to send the item back to Ordinance and so it could be followed up on by the next Ordinance chair at the right time rather than some people feeling like it was being pushed through. Councilor Anderson-Burgos seconded the motion.

Councilor Jourdain stated that it was important to vote on it so the public knew where everyone stood on a 40% increase for the Council and a 30% increase for the Mayor. He added that the Mayor had stated he was opposed to it. He then stated that his previous statement had been misinterpreted, emphasizing that he never said the Mayor asked for a 30% increase, noting the Mayor had a post out making that claim. He then stated this was not the time for these increases.

President Murphy-Romboletti emphasized that there was already an hour long discussion in committee and asked that the item either go back to committee or a vote be taken on it. She then stated that the motion on the floor was to ordain.

Councilor I. Rivera clarified that he made a motion to send it back to committee, and it was seconded by Councilor Anderson-Burgos.

President Murphy-Romboletti clarified that the motion on the floor was to refer it back to the Ordinance Committee.

Councilor I. Rivera stated that there was no game being played and a lot of work had been done by the Personnel Director to get the information. He then suggested that trying push it through didn't make sense.

Councilor Vacon expressed her recollection that the order did not pass at the last meeting and the vote should have just been accepted.

---> Motion to refer back to Ordinance Committee failed on a call of the roll of the yeas and nays--Yeas 3 (Anderson-Burgos, Givner, I. Rivera)--Nays 8--Absent 2 (Devine, J. Rivera).

---> Report of Committee received and the Ordinance passed its first reading.

The Ordinance passed its second reading.

The Ordinance was passed to be enrolled.

The Committee has considered the same and find that it is truly and properly enrolled.

Report of Enrollment received.

The Ordinance was passed to be Ordained and Denied on a call of the roll of the yeas and nays--Yeas 2 (Givner, Murphy-Romboletti)--Nays 9--Absent 2 (Devine, J. Rivera).

President Murphy-Romboletti clarified that item 9 was actually the item that was voted on at the last meeting and reconsidered.

Motion was made and seconded to remove item 9 from the table.

The Committee on Ordinance to whom was referred an order that the residency requirement for the CPO/Purchasing Director position be removed.

Recommended that the order, through a waiver option, be adopted.

UNDER DISCUSSION:

Councilor I. Rivera stated that they were looking to grant a waiver to the current Purchasing Director who did not live in the city to avoid losing the employee. He emphasized that it would not be set in stone and would only apply to the current employee.

---> The Ordinance was passed to be enrolled.

The Committee has considered the same and find that it is truly and properly enrolled.

Report of Enrollment received.

The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Councilor Bartley raised a point of order, explaining that items 10 through 23 were tabled at the last meeting because of time constraints. He then asked what the will of the body was.

Councilor Jourdain stated that the Ordinance Committee was still doing its thing.

Councilor Magrath-Smith stated that these were tabled in order to wait for some items to come out of Ordinance.

Councilor Jourdain expressed agreement.

The Committee on Charter and Rules to whom was referred an order that the following Charter Change be adopted:

Charter Sec. 39. - City solicitor.

AMEND

FROM:

The city solicitor shall perform those all legal services in which the city is interested and attend to all proceedings at law or in equity to which the city is a party, and to all claims made to the city council. For these purposes he shall have sole charge of all such matters and proceedings. He shall give in writing his legal opinion upon any of the municipal affairs of the city, upon the request of the mayor or city council, and in addition shall give his opinion upon the law relating to municipal affairs in any department, upon request made by the head of such department.

TO:

The city solicitor shall perform those legal services in the city as the city council shall establish by ordinance. He or she shall give in writing their legal opinion upon any of the municipal affairs of the city, upon the request of the mayor or city council, and in addition shall give his or her opinion upon the law relating to municipal affairs in any department, upon request made by the head of such department.

Recommended that the order be adopted.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order That Charter Sections 19 and 34 be amended and elsewhere as appropriate to allow for all appointments to the Fire Commission and DPW Commission to be appointed by the Mayor subject to confirmation by the City Council.

Recommended that the order be adopted.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that section 13 of the Holyoke Charter - Rules of city council; president pro tempore; method of sitting; journal; roll-call votes; quorum; general powers; no compensation. - be amended using the attached language.

Recommended that the order be adopted.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that section 14 of the Holyoke Charter - Transactions by council or members in behalf of city prohibited, except in case of veterans' aid - be amended using the attached language.

Recommended that the order be referred to the full Council without recommendation.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that section 22 of the Holyoke Charter - Power as to laying out, etc., of streets; damages; ordinances, etc., involving expenditures in excess of two hundred dollars.- be amended using the attached language

Recommended that the order be adopted.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that section 24 of the Holyoke Charter -Presentation of ordinances, orders, etc., to mayor; approval; veto; passage over veto - be amended using the attached language
Recommended that the order be adopted.
---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order That section 41 of the Holyoke Charter be deleted.
Recommended that the order be adopted.
---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Charter and Rules to whom was referred an order that section 49 of the Holyoke Charter - Transfers of appropriations; authorization of expenditures without appropriation; approval of bills, pay rolls and vouchers; fiscal year. - be amended using the attached language.
Recommended that the order be adopted.
---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that section 53 of the Holyoke Charter -Loans, bonds and notes. - be amended using the attached language.
Recommended that the order be adopted.
---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that the City of Holyoke shall create an Administrative and Finance Department. Said acceptance shall be subject to implementation by city ordinance and any necessary amendments to the City Charter. This order shall be referred concurrently to Charter and Rules and Ordinance to be considered jointly, with recommendations regarding implementation to be reported back to the City Council jointly. See attached: Municipal Modernization Act of 2025.
Recommended that the order be adopted.
---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that City Council adopt the attached Substitute Municipal Modernization Ordinance
Recommended that the order be received. UNDER DISCUSSION:
Councilor Magrath-Smith
---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order With community support, order that the following section of our Codes of Ordinances and charter be updated to reflect use of email as sufficient for special meeting notice:
Sec. 12. – Special meetings of city council.
The mayor may at any time call a special meeting of the city council by public posting through the city website along with written notifications thereof, together with a statement of the subjects to be considered thereat, to be deposited in the post office, postpaid and addressed to the persons to be notified, at least forty-eight hours before the time appointed for such meeting, or to be left at the usual place of residence of each member of the council, by email at least forty-eight hours before the time appointed for such meeting.
(Acts 1965, c. 187; Acts 1992, c. 189)

Recommended that the order be adopted.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order Charter changes related to Municipal Modernization Package be adopted.

Recommended that the order has been complied with.

---> Laid on the table.

The Committee on Charter and Rules to whom was referred an order that Rule 8M please be amended as follows:

Current:

M. Any ordinance, order, resolution, or vote involving the appropriation or expenditure of money to an amount which may exceed two hundred dollars, shall require for its passage the affirmative votes of a majority of all members of the City Council.

Every such ordinance, order, resolution, or vote shall be read twice, with an interval of at least three days between the two readings, before being finally passed; and the vote at its final passage shall be taken by roll call; provided, however, that upon and after the written recommendation of the Mayor, the City Council may pass such ordinance, order, resolution, or vote on the same day by a two-thirds yeas and nays vote. {See City Charter s. 22}

New:

M. Any ordinance, order, resolution, or vote involving the appropriation or expenditure of money to an amount which may exceed two hundred dollars shall be considered as adopted by final action of the City Council only after passing the following two votes: (1) Motion to pass the first reading by a majority of all the members of the City Council, and (2) Motion to pass the second reading by a majority of all the members of the City Council on a roll call vote. Notwithstanding the preceding, if the Motion to pass the first reading and the Motion to pass the second reading occur within three days of each other then the Motion to pass the second reading shall require a two thirds majority of all the members of the City Council to be adopted. [Reference: City Charter Section 22, and MG.L. c. 44 § 1]

Recommended that the order be adopted.

---> Laid on the table.

Motion was made and seconded to suspend the necessary rules to take up items 24 and 77 as a package.

(Late filed due to Clerk) From Councilor Sullivan- House Bill #3754

---> Received and Adopted.

Sullivan-Ordered that the Holyoke City Council adopt a resolution in support of House Bill #3754 An Act Relative to Traffic Regulation Using Road Safety Cameras. This bill is specifically crafted to target red light violations only.

UNDER DISCUSSION:

Councilor Sullivan asked that the Council pass the resolution without sending it to committee. He then explained it was in support of a bill that was coming before the House for the third time. He emphasized there was a short amount of time before they were done for the year. He then stated if approved by the state, it would come back to cities to adopt the state law. He further explained this was to allow red light monitoring which was currently not legal in the state. He emphasized there was a recent accident where someone running a red light hit a school transport vehicle.

Councilor Magrath-Smith stated that she generally agreed, but had concerns about taking final action noting that the order stated it was about targeting red light violations, but the actual bill focused on other violations as well, including speeding, construction zone violations, and obstruction violations. She then suggested amending the order to remove that final line.

Councilor Sullivan stated he would be fine with removing that.

Councilor Vacon stated that she saw that sentence as merely explanatory and made a motion to delete the last sentence refencing red light violations. Councilor Bartley seconded the motion. Motion adopted.

Councilor Jourdain asked what the local option approval would look like later on. He also asked if there would be a process for the public.

Councilor Sullivan stated that the House bill was 16 pages long and there was a process.

Councilor Jourdain stated that he wanted to ensure the Council would have a say if the bill passed.

Councilor Sullivan stated that was correct.

Councilor Greaney emphasized this was just a resolution to support the bill.
---> Received and Adopted. Copy to State Delegation.

COMMUNICATIONS

(1:06:20)

From City Solicitor Lisa Ball, Settlement Agreement between The City of Holyoke and the UPSEU Holyoke Public Works Supervisors Local 424, Unit MADIV111
---> Received and referred to the Finance Committee.

From City Solicitor Lisa Ball, Settlement by and between the City of Holyoke and NAGE R1-180 Clerical Union
---> Received and referred to the Finance Committee.

FROM CITY AUDITOR, TANYA WDOWIAK: MAYOR'S FY2026 SUPPLEMENTAL BUDGET
COMMUNICATION AND BUDGET BOOK

President Murphy-Romboletti asked if this should be laid on the table, the same as with the Mayor's budget submission.

Councilor Jourdain stated there were a lot of edits that the Council needed to vote on, and it may be easier to handle it in Finance.
---> Received and referred to the Finance Committee.

Letter from Laura Wilson, Chair of Parking Advisory Board
---> Received and referred to the Ordinance Committee.

Motion was made and seconded to suspend the necessary rules to take up items 29 through 32 as a package.

From Yoni Glogower, Conservation Commission, Letter regarding Ch 61A for 957 Homestead
---> Received.

From Davin Pasek, letter to DGR Committee for 203 West Franklin SP application
---> Received.

BOH permit for 1 Meadow Street home bakery and Business certificate for 1 Meadow Street home bakery
---> Received.

Summary of Certified Project & Special Tax Assessment Application for AM Lithography

Councilor Givner stated that items 29 through 32 were sent in as communications for the recent DGR meeting.
---> Received.

Health Benefit Meeting Minutes-July 21, 2025
---> Received.

FROM CITY AUDITOR, TANYA WDOWIAK: FY2026 GENERAL FUND AND SEWER ENTERPRISE
YEAR TO DATE EXPENSE VS BUDGET REPORTS AS OF 9-15-2025
---> Received.

PETITIONS

(1:10:30)

Petition to Accept Old Bassett Road as a Public Way

Councilor Bartley stated that it should go to the Board of Public Works.

Councilor Magrath-Smith asked if it also needed to go to Ordinance.

Councilor Bartley that the Board of Public Works would need to come back with an opinion.

Councilor Jourdain expressed his understanding that Public Safety with the DPW made these decisions.

President Murphy-Romboletti stated that the Rules said Public Safety.

Councilor Magrath-Smith clarified that if a road was being laid out or accepted, it went to Ordinance, but if it was the safety or paving of a road, it was supposed to go to Public Safety.

Councilor Jourdain emphasized that items could be sent to any committee the body wanted.

President Murphy-Romboletti expressed her understanding that the Board of Public Works held a hearing first.

Councilor Bartley stated that they do.

Councilor Magrath-Smith made a motion to refer item 35 to the Board of Public Works.

Councilor Jourdain noted that the rule regarding the Public Safety included the “adoption of abandonment of any public way or the change of any name of any public or private way.” He reiterated the body could do it any way it wanted.

Councilor Vacon stated it depended on how long everyone wanted it to take, recalling that she filed an order took over a year when it went to Public Safety, then to the Board of Public Works, and then to Ordinance. She suggested the Board of Public Works to hold a hearing was a good place to start.
---> Received and referred to the Board of Public Works.

Motion was made and seconded to suspend the necessary rules to take up items 36 and Late File 85 as a package.

Petition from Edward Owen of 78 Hell St. West Springfield for a zone change at 120 Front St. Current Zone BC Proposed Zone IG

Councilor Bartley made a motion to deny the zone change, as well as a motion to receive the letter.

Councilor Jourdain asked why this wouldn't be given a leave to withdraw as opposed to a denial, emphasized there was a significant difference between the two. He then explained that with a denial, they would be barred for at least two years unless they got a waiver from the Planning Board if they recommended approval. He expressed his understanding this was coming in for the first time.

President Murphy-Romboletti explained that Davin Pasek in the Building Department told Mr. Owen he didn't need the zone change.

Councilor Jourdain stated that Mr. Owen was withdrawing his application and it didn't need a denial.

Councilor Bartley stated that he sought to deny because of the significance of the zone, specifically with its relationship to the apartments just developed near there. He emphasized that that IG zone would allow certain activities there, including marijuana businesses, and he did not want to see those in close proximity to Lyman Terrace.

Councilor Jourdain asked if the application was to put in cannabis.

Councilor Bartley stated that nobody said that.

Councilor Greaney called the question.

President Murphy-Romboletti stated that the motion on the floor was to deny.

Councilor Jourdain made a motion to give the item a leave to withdraw. He then reiterated that the applicant has asked that the application be retracted on the same night it was first coming before the Council, and he questioned why anyone would want to stick it to the applicant. Councilor Greaney seconded the motion.

Councilor Vacon explained that the letter stated that the applicant did not need a zone change to do what he was looking to do.

Councilor Bartley expressed support for giving the item a leave to withdraw but took umbrage with the claim he wanted to stick it to anyone. He added that he knew the applicant as a sincere businessman who had been before the Council many times.

---> Received and given a leave to withdraw at the petitioner's request.

From Edward Owen, request to withdraw zone change application for 120 Front Street, with attached Building Department zoning verification letter.

---> Received.

Motion was made and seconded to suspend the necessary rules to take up items 37 and 38 as a package.

Petition from Rev Randell Bessette of 1810 Northampton St. for a Second Hand License.

---> Received and referred to the Finance Committee.

Petition from Francisco Grabiell Velez Vega of 214 Elm St. for a Street Vendor License

---> Received and referred to the Development and Governmental Relations Committee.

PRESIDENT'S REPORT

(1:22:40)

President Murphy-Romboletti stated that a delegation from Holyoke's sister city of Tralee, Ireland was in visiting. She stated that they were shown around Holyoke, and it was an opportunity to build a relationship with them.

She also stated that Senior Fest took place, and she thanked Parks and Rec as well the Senior Center for all of the work they put into it.

She added that a delegation from the city would be visiting Selinas in Puerto Rico to compete against each other in a volleyball game.

Councilor Bartley stated that the 13th Holyoke Day the Big E took place the day before. He emphasized how much pride he took in getting that started. He thanked everyone who participated.

Councilor Magrath-Smith commended the Holyoke Police Department, Fire Department, HG&E, Emergency Management, DPW and others for their response to recent storm damage in the city. She emphasized how impressed people in the city were to the speed of the response.

Councilor Vacon stated that Holyoke was recognized on the evening weather forecast with a good shot of a sunset she got.

Councilor Jourdain stated that he was not looking to infer Councilor Bartley was trying to stick it to anyone.

Councilor Sullivan stated that former councilor, James Leahy, had some of the worst damage from the storm, with his car being smashed and two trees coming down on the roof of his house.

Councilor Greaney stated that he spoke with Mr. Leahy and understood things were cleaned up pretty quickly.

President Murphy-Romboletti offered a reminder that HG&E was switching their bill payment platform, and people would need to set things up again if they had autopay.

Councilor Vacon asked for a moment of silence in honor of Charlie Kirk.

A moment of silence was observed in honor of Charlie Kirk.

Councilor Anderson-Burgos asked for a moment of silence in honor of Trey Reed, a student in Mississippi found hanging from a tree.

A moment of silence was observed in honor of Trey Reed.

REPORTS OF COMMITTEES

(1:27:30)

The Committee on Ordinance to whom was referred an order that the Personnel Department and Law Department work in conjunction to update the following ordinances to reflect a modern Human Resources Department:

Article I

30-1 (a), 82-4 (c), 82-5 (c)

Article II Division I

2-40 (a), 2-43 (e) (k), 2-64, 2-66 b (3), 2-67 (a), 2-69 (h)

Article II Division II

2-86

Article II Division VI

2-182 b (3) e (2)

Article III Division II

2-311 a, b, c, d, 2-312 a, b (21), 2-313, 2-314

Article IV
2-422 (b)

have considered the same and Recommended that the order be adopted.

Committee Members:

Israel Rivera
Linda L. Vacon
Meg Magrath-Smith
David K. Bartley
Jenny Rivera

UNDER DISCUSSION:

Councilor I. Rivera stated that this was requested by the Personnel Director to update the terminology from Personnel to Human Resources. He noted that Ms. Curran attended a lot of conferences and found Holyoke was one of the only communities still using the term Personnel.

Councilor Vacon asked if the only change was the title.

President Murphy-Romboletti stated that it was.

---> Report of Committee on received and the Ordinance passed its first reading.

The Ordinance passed its second reading.

The Ordinance was passed to be enrolled.

The Committee has considered the same and find that it is truly and properly enrolled.

Report of Enrollment received.

The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays--
Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

(1:29:40)

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the REVISED "FY2023 SAFE STREETS AND ROADS FOR ALL, \$197,850, LOCAL FUNDS \$24,570 / IN KIND MATCH \$15,000" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine

Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the grant would help with a review of all city intersections in order to decide how to use a Planning grant to address problem intersections. She added that data from MassDOT showed where some of the most problematic intersections were. She added that the matching funds from a Smart Growth grant. She then explained that citywide crash data as well as community engagement would help decide which intersections had the most needs. She noted that questions came up if the funding for the rotary project on Beech Street could be used for other projects, but it was confirmed that funding was specific to that project and could not be used for anything else.

Councilor Bartley asked if the \$24,570 in local funds had been identified.

Councilor Givner stated that they would come from staff time.

Councilor Bartley noted that the grant showed an in kind match of \$15,000 and local funds of \$24,570.

Councilor Givner clarified that a Smart Growth grant had a remaining balance, and those funds would be used for the local funds match.

President Murphy-Romboletti stated that was her understanding as well.

Councilor Sullivan stated that was correct.

Councilor Bartley stated he was good as long as the funds were identified.

Councilor Jourdain emphasized that this was a federal grant.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIFTY FIVE THOUSAND AND 00/100 Dollars (\$55,000) as follows:

FROM

11751-51105 SR PROJECT MANAGER	\$55,000
TOTAL	\$55,000

TO:

11751-51223 DEVELOPMENT SPECIALIST	\$55,000
TOTAL	\$55,000

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the funding was to hire someone in the lower grade position and allow them to train to eventually move up to the higher grade position.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE THOUSAND THREE HUNDRED FORTY-TWO AND 11/100 Dollars (\$9,342.11) as follows:

FROM

12401-51103 CHIEF INSPECTOR OF WIRES	\$9,342.11
TOTAL \$9,342.11	

TO:

12402-53050 INSPECTIONS-ELECTRIC	\$9,342.11
TOTAL \$9,342.11	

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the chief inspector had been on disability since May, and those benefits were paid out by the union. She then explained that the funding was being transferred to pay the backup inspector.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that the amount of THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (\$3,250.00) be authorized from the BUILDING Department's ELECTRICAL INSPECTIONS (12402-53050) appropriation in fiscal year 2026 for services rendered in fiscal year 2025 which were unencumbered at the 2025 fiscal year end.

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the backup inspector submitted a bill after the end of the deadline for FY2025, missing the deadline by an hour. She noted that the inspector was replaced due to health issues.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSACHUSETTS SAFE & SUCCESSFUL YOUTH INITIATIVE (SSYI), \$709,700, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated the no match grant was administered over 3 years at \$100,000 a year in collaboration with services through Roca, MassHire, and a couple other organizations.

Councilor Bartley emphasized this was a significant grant with wonderful possible benefits for the city, including anti-gang intervention. He added that he had met wonderful people at Roca who turned lives of young people around.

Councilor I. Rivera stated that grants like this allowed him to work with organizations like SSYI (Safe and Successful Youth Initiative) when he first got out of prison, giving him a chance to build himself up.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY23 COPS OFFICE ANTI-HEROIN TASK FORCE PROGRAM, \$10,000, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the grant would be used for overtime pay in the Police Department for opioid related work in the city.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, TWO HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$250,000) as follows:

FROM

12101-51117 DISPATCH	\$ 50,000
12101-51105 SERGEANTS	50,000
12101-51107 PATROLMEN	100,000
12101-51103 CAPTAINS	50,000
TOTAL	\$250,000

TO:

12101-51300 HPD OVERTIME	\$250,000
TOTAL	\$250,000

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan

Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that the Police Department still had \$176,000 in their overtime budget and they expected this \$250,000 to last them through the winter. She added that the department was \$62,000 ahead of where they were in terms of overtime expended from where they were the previous year, adding that Chief Keenan emphasized he was helping save and manage money.

Councilor Sullivan clarified that they were \$62,000 under where they were the previous year.

Councilor Givner confirmed that was accurate.

Councilor Bartley asked if he heard correctly there was \$197,000 left in the overtime budget.

Councilor Givner clarified they had \$176,000 on hand and this added to the total should last them through the winter. She noted this was a little over her head so encouraged watching the recording of the meeting to better understand it.

Councilor Bartley stated this was a typical HPD transfer coming from money already budgeted in the salary lines, and now the Chief was asking to take money budgeted for boots on the ground and have it put into overtime. He then expressed frustration that this happened every fiscal year and the Council always rubberstamped it. He then questioned the Chief giving himself a pat on the back for saving money when money the Council was told was needed for the salary lines would really be needed for overtime. He reiterated that was not specific to this chief but that it happened every year. He suggested having more straightforward information come budget time.

Councilor Givner clarified the transfer showed it was going to HPD overtime, so nothing was being hidden.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 10--Nays 0--Absent 3 (Devine, I. Rivera, J. Rivera).

The Committee on Finance to whom was referred an order that the City Council approve for their consideration \$15,000 from the CPA budget to be used for "small grants" as outlined in the attached letter from the Holyoke Community Preservation Committee.

have considered the same and Recommended that the order be referred to the full Council without recommendation.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner expressed her understanding that a 2-2 committee vote should have kept the item in committee.

Councilor Vacon stated that was correct.

---> Report of Committee received and referred to the Finance Committee.

The Committee on Finance to whom was referred a communication From Community Preservation Act Committee-FY26 Operating Budget

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that she believed this was a communication that should just be received. She noted there was a handout.

Councilor Greaney stated that he believed there was an amount of unencumbered money to be turned over that the committee should know about.

Councilor Jourdain stated that there was a carryover balance from the previous fiscal year of \$108,764 that would be added to the \$810,000 for the current fiscal year. He then explained that 65% of it would be put into their reserve, and they would be allocating 10% for open space, historic resources, community housing, and 5% for admin costs.

Councilor Magrath-Smith noted that the carryover was a result of fiscal conservatism on the board, with them believing that every dollar should not be earmarked because projects often ended up needing to come back due to cost increases. She added that the budget would be 1/3 less going forward due to the surcharge being reduced, so they were looking to make it a softer transition. She also explained that each of the categories were receiving 10% because of the requirement under state law, and the remaining 65% in reserve could be put toward any of the 3 categories.

Councilor Greaney emphasized he just wanted to ensure the public was aware of the carryover.

Councilor Vacon noted that the budget would only go down by 1/3 if property values didn't increase again by thousands of dollars.

---> Report of Committee received.

The Committee on Finance to whom was referred an order that the City Council consider for its approval the FY26 budget from the Holyoke Community Preservation Committee. Note, this is the last budget that

will be funded under the previous 1.5% surcharge. The FY27 budget will decrease by approximately one-third.

have considered the same and Recommended that the order be adopted.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Linda L. Vacon

UNDER DISCUSSION:

Councilor Givner stated that this was also a communication to just receive.

Councilor Magrath-Smith clarified that the Council had to vote to approve it.

---> Report of Committee received and recommendation Adopted.

(1:57:10)

The Committee on Development and Governmental Relations to whom was referred a Special Permit Application for Home Occupation of Robert Rose at 414 Hillside Ave Suite 167 (124-00-108) for a custom fabrication shop per sec 4.8.2.

have considered the same and Recommended that the permit be given a leave to withdraw without prejudice.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that there were a lot of concerns from the public about restrictions in the zoning law based on what kind of customers the business would have and what kind of facility it was. She added that the petitioner was not present at the meeting.

---> Report of Committee received and recommendation Adopted.

The Committee on Development and Governmental Relations to whom was referred a Special Permit Application for Home Occupation of Ella Sussman and Tyrone Obanner at 1-9 Martin Street (122-00-018) for a psychotherapy/psychiatric outpatient mental health practice per sec 4.8.2.

have considered the same and Recommended that the permit be given a leave to withdraw without prejudice.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the petitioner was going to pursue an alternative route. She also stated there were some concerns from the neighbors.

Councilor Bartley commended there was a good catch by the City Clerk's office where they were applying under the Home Occupation but were not planning to live there. He then stated they got a lawyer involved who contacted several individuals and advised them to withdraw it. He then stated he believed they would be a credit in the city, but it wasn't the right process to do things.

Councilor Givner noted that while the space looked like retail, it was zoned residentially. She added that while there were other businesses, it needed to go through a Home Occupation permit.

Councilor Bartley noted that some of them were grandfathered due to being there before zoning laws.
---> Report of Committee received and recommendation Adopted.

The Committee on Development and Governmental Relations to whom was referred a Special permit application for home occupation of Kristin Fontaine for a cottage kitchen to bake bread at 1 Meadow Street (081-00-012) per sec 4.8.2.

have considered the same and Recommended that the special permit be granted with the following conditions:

That the hours of operation would be Saturday 12 p.m. - 5 p.m.

That the applicant will provide their business certificate and their permit from the Board of health.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that much of the discussion focused on bread, and then explained that the permit would be for a short window of operating hours, with people picking up bread at the house. She noted there was some pushback from some in the community while others were in support, with the main

concern being traffic and parking. She then stated they reminded the petitioner that the permit required annual approval and any issues affecting the neighbors could be a problem when reapplying.

Councilor Bartley stated that he would oppose this, having been persuaded by the neighborhood opposition. He noted that during the meeting, he recommended that the committee put a restriction to require anyone visiting to park in the driveway, but they chose not to do that.

Councilor Givner noted it was recommended unanimously by the committee.

---> Report of Committee received and recommendation Denied on a call of the roll of the yeas and nays--Yeas 6--Nays 5 (Bartley, Greaney, Jourdain, Ocasio, Vacon)--Absent 2 (Devine, J. Rivera).

Councilor Givner asked if adding the condition regarding parking would change the opinions.

Councilor Jourdain stated that he did not believe there were 11 people in attendance to vote.

Councilor Bartley clarified that Councilor I. Rivera was on Zoom.

Councilor Givner made a motion to reconsider the previous action and add a condition to restrict parking to the driveway. Councilor Anderson-Burgos seconded the motion.

Councilor Jourdain asked if it should be sent back to committee.

Councilor Givner suggested against that, noting that the parking condition appeared to be the main concern.

President Murphy-Romboletti asked if it should go back to committee.

Councilor Givner stated that she was fine adding the parking condition.

Councilor Jourdain stated that he would like to review the neighborhood opposition as he tended to take that into consideration.

Councilor Bartley made a motion to reconsider the previous action for the purpose of sending it back to committee. Councilor Jourdain seconded the motion.

---> Report of Committee received and referred to the Development and Governmental Relations Committee.

The Committee on Development and Governmental Relations to whom was referred a Special permit application of Christian Carde-Guzman to construct a front yard driveway at 203 West Franklin Street (077-03-009) per sec 6.1.8.1.

have considered the same and Recommended that the permit be granted.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the petitioner had a nonexistent driveway situation at the corner of West Franklin and Linden. She added that he reached out to the Board of Public Works for the access permit. She also stated that he would have permission for a curb cut on the side of his house because it was a corner lot. She further explained that he made a case for doing this due to safety concerns.

Councilor Jourdain asked Councilor Anderson-Burgos, as the Ward 6 councilor, if he felt comfortable with this. He also asked if there was neighborhood opposition.

Councilor Anderson-Burgos stated that he spoke with the constituent and understood the concerns. He then stated this would be appropriate and would fix a lot of the concerns he was facing.

Councilor Greaney expressed his understanding that the driveway would have to be on the Linden side.

Councilor Anderson-Burgos stated that was correct.

Councilor Bartley noted this was another case of great guidance from the Clerk's office.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Development and Governmental Relations to whom was referred an order to declare Parcel Holyoke Assessors Map 144, Block 00, Parcel 057, Easthampton Road, Holyoke, MA as surplus property. The City has been approached by an abutter looking to purchase the property to combine the lots and build a home on the same. The property is vacant land and currently assessed at \$8,500.00.

have considered the same and Recommended that the order be adopted, acknowledging that the property is no longer needed for a public purpose.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the abutter wanted to purchase the property. She noted that the property was taken by eminent domain in 1991. She added that the abutter had been talking to the Planning Board, it would not go out to public bid, and they recommended that the purchaser adjoin the lots.

Councilor Vacon asked if the purchaser was paying the assessed value or another price.

Councilor Givner clarified that this was just declaring the parcel as surplus property after the city was approached by the abutter as an interested party.

Councilor Bartley stated that he was in support as it would be putting a vacant parcel back on the tax rolls. He then noted that the city website stated that it was assessed at \$9,100. He also explained that it did not need to go out to bid if the value was under a certain dollar amount.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

The Committee on Development and Governmental Relations to whom was referred an order that the City Council approves the Resolution for the Certified Project Application and Special Tax Assessment (STA) Agreement with AM Lithography Corporation for the purpose of the company's property acquisition and expansion in Holyoke. The acquisition, expansion and STA apply to the following: 100 Appleton St., 110 Appleton St. and Appleton St. parcel 010 (Map 031, Block 01, Parcels 008, 009, and 010).

have considered the same and Recommended that the order be adopted.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that AM Lithography currently had offices in Holyoke and Chicopee and were looking at this property to provide more space and allow them to completely move from Chicopee. She added a five year program was being proposed, noting that they used the same process when they first started in Holyoke in 2007.

Councilor Sullivan expressed support for this. He noted they were occupying the former Laminated Papers building, adding that they were a fantastic employer and a growing business.

Councilor Bartley emphasized that this was almost 5 acres of land that would now no longer be dormant. He added that this would not hurt the city, allowing the business to have incremental assessment on new growth.

Councilor Givner stated that OPED Director, Aaron Vega, sent a communication earlier that day informing that the company was also awarded state credits for this expansion.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 10--Nays 0--Absent 3 (Devine, Greaney, J. Rivera).

The Committee on Development and Governmental Relations to whom was referred an order that the City Council authorize a sale of Holyoke Assessors Parcel 006-08-012, 106 Pine Street, Holyoke, MA to

Alan Schneider, or his nominee, for \$5,800.00. After the property was declared by the City Council to be surplus on February 5, 2019, the City sent notices to abutters that the property was available for sale. The City received a response from Mr. Schneider as the only responding abutter. The property is valued under the procurement threshold.

have considered the same and Recommended that the order be adopted.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the parcel had been declared surplus, notices were sent to abutters, and Mr. Schneider was the only one who responded. She then explained that there was no longer a building on the lot, having recently been demolished.

Councilor Bartley stated that this sale price matched the assessed value in the records, allowing a dormant parcel to be put back onto the tax rolls.

Councilor Jourdain questioned who may have paid for the demolition and what happened with the back taxes, expressing concern that the city often came up short with these situations.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 10--Nays 0--Absent 3 (Devine, Greaney, J. Rivera).

The Committee on Development and Governmental Relations to whom was referred an order From Dept of Conservation and Recreation, 957 Homestead Ch 61A Notice

have considered the same and Recommended that the right of first refusal option not be exercised.

Committee Members:

Kocayne Givner
Michael Sullivan
Carmen Ocasio
Juan Anderson-Burgos
Patricia Devine

UNDER DISCUSSION:

Councilor Givner stated that the Conservation Commission recommended declining the right of first refusal at their August 14th meeting. She noted this had been going back and forth and had since been withdrawn anyway. She then suggested that it be received as a communication.

Councilor Sullivan clarified that this was a sliver of land off of Homestead, adding that it was different from the items the Council addressed earlier in the meeting.

President Murphy-Romboletti stated the other one was on Mountain Road.

Councilor Givner clarified that the Conservation Commission did vote to recommend declining the city's right of first refusal, which would allow the proposed sale to proceed. She added that the land was already developed and would not qualify for 61A as there was a residential structure already on the property. She further stated that the Conservation Commission believed that exercising the right of first refusal would inflict more damage than benefits.

Councilor Vacon stated that the owner of the property was selling due to being in need of alternate assistance, and the technical aspects of Chapter 61A were only discovered after the sale went through.
---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

ORDERS AND TRANSFERS

(2:29:45)

Motion was made and seconded to suspend the necessary rules to take up items 64 through 68 as a package.

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE HUNDRED FORTY FOUR AND 91/100 Dollars (\$944.91) as follows:

FROM

12101-51105 FIREFIGHTER \$944.91

TOTAL \$944.91

TO:

12101-51180 INJURED ON DUTY \$944.91

PP #5 TOTAL \$944.91

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor

---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, NINETEEN THOUSAND FIVE HUNDRED FORTY FOUR AND 5/100 Dollars (\$19,544.05) as follows:

FROM

12101-51105 SERGEANTS 2,506.98

12101-51107 PATROLMEN 17,037.07

TOTAL \$19,544.05

TO:
12101-51180 INJURED ON DUTY \$19,544.05
TOTAL \$19,544.05

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor
---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--
Absent 2 (Devine, J. Rivera).

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, TWELVE THOUSAND FIVE HUNDRED NINETY FIVE AND 11/100 Dollars (\$12,595.11) as follows:

FROM
12101-51103 FIRE CAPTAIN \$ 3,663.90
12101-51104 FIRE LIEUTENANT 6,285.48
12101-51105 FIREFIGHTER 2,645.73
TOTAL \$12,595.11
TO:
12101-51180 INJURED ON DUTY \$12,595.11
PP #5 TOTAL \$12,595.11

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor
---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--
Absent 2 (Devine, J. Rivera).

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, TWENTY ONE THOUSAND SIX HUNDRED FORTY THREE AND 53/100 Dollars (\$21,643.53) as follows:

FROM
12101-51104 LIEUTENANTS \$ 1,704.72
12101-51105 SERGEANTS 1,844.83
12101-51107 PATROLMEN 18,093.98
TOTAL \$21,643.53
TO:
12101-51180 INJURED ON DUTY \$21,643.53
TOTAL \$21,643.53

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor

---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, EIGHTEEN THOUSAND FOUR HUNDRED FIFTY AND 39/100 Dollars (\$18,450.39) as follows:

FROM

12101-51105 SERGEANTS	3,581.40
-----------------------	----------

12101-51107 PATROLMEN	14,878.99
-----------------------	-----------

TOTAL \$18,450.39	
-------------------	--

TO:

12101-51180 INJURED ON DUTY	\$18,450.39
-----------------------------	-------------

TOTAL \$18,450.39	
-------------------	--

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor

---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 0--Absent 2 (Devine, J. Rivera).

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS DOT LOCAL BOTTLENECK REDUCTION PROGRAM, \$390,149.30, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor

---> Received and referred to the Finance Committee.

Devine — The city designate four parking spots in front of the police dept as "Police Business Only."
---> Received and referred to the Ordinance Committee.

Motion was made and seconded to suspend the necessary rules to take up items 71 and 72 as a package.

GIVNER: An order to declare 569 South Bridge Street, Holyoke, MA (Holyoke Assessors Map 029, Block 08, Parcel 006) as surplus property. The City has been approached by an interested buyer looking to purchase the property. The property is vacant land and currently assessed at \$38,700.00.
---> Received and referred to the Development and Governmental Relations Committee.

GIVNER: An order to declare Holyoke Assessors Map 029, Block 08, Parcel 007, South Bridge Street, Holyoke, MA as surplus property. The City has been approached by an interested buyer looking to purchase the property. The property is vacant land and currently assessed at \$22,800.00.
---> Received and referred to the Development and Governmental Relations Committee.

Jourdain, Devine, et al - Ordered, that a Proclamation be issued by the City Council recognizing William "Ronnie" Collamore for his 48 years of service to the city and that we share this proclamation with him at the street naming ceremony for him.

All councilors asked to be added to the order.
---> Received and Adopted.

Jourdain, Devine- Ordered, that "No large commercial vehicles allowed" signs be installed at the beginning of Linden Street at Hampden Street/end of Mueller Bridge off ramp. Residents are being overwhelmed with many tractor trailer and large dump trucks on Linden Street cutting through their neighborhood and these drivers should find more appropriate alternative routes.
---> Received and Adopted. Copy to DPW.

Magrath-Smith and Jourdain - create an Ordinance to match Council Rule 10B. Rule 10B reads: " The following information must be submitted to the City Council with every loan or bond order: A. A statement as of that date of the bonded indebtedness of the city, exclusive of the self-supporting bonds of the Gas and Electric Department and the Water Department. B. A statement of the borrowing capacity remaining within the limits as set by law, after issuance of the bond being applied for."
---> Received and referred to the Ordinance Committee.

Rivera, J.- ORDERED, that the Department of Public Works and the City Engineer take the necessary steps to install additional stop signs as follows:
1. That the intersection of Cabot Street and Race Street be designated as a FOUR-WAY STOP INTERSECTION due to the high number of accidents at this location. Currently, stop signs exist only on Race Street crossing Cabot Street. Additional stop signs shall be installed on Cabot Street, both for traffic traveling uphill and downhill, to complete the four-way stop.
2. That the intersection of Sergeant Street and Race Street be designated as a THREE-WAY STOP INTERSECTION. At present, there is a stop sign on Race Street at this intersection. Additional stop signs shall be installed on Sergeant Street, for traffic traveling both uphill and downhill, to complete the three-way stop.
FURTHER ORDERED, that appropriate signage and roadway markings be installed as soon as

practicable to improve safety for residents, pedestrians, and motorists.
---> Received and referred to the Ordinance Committee.

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$137,500) as follows:
FROM

11211-51104 CAFO \$137,500
TOTAL \$137,500

TO:

11212-53009 MAYOR'S CONTRACTED SERVICES \$137,500
TOTAL \$137,500

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, September 17, 2025.

Joshua A Garcia, Mayor

---> Received and referred to the Finance Committee.

Vacon, Greaney- ORDER: add a rule that any city councilor named by a speaker during public speak has 2 minutes to respond at the end of public speak.

Councilor Greaney asked to be added to the order.

---> Received and referred to the Charter and Rules Committee.

BARTLEY- The city council amend chapter 86 of the city's ordinances (and elsewhere if so deemed) to allow two-wheeled vehicles (i.e. motorcycles) to park multiple like-sized vehicles in any single public parking space as the City Engineer may determine (potentially up to three) whether metered or not metered. This shall be applicable to parking spaces in city-owned parking garages including Mayor Taupier and Mayor Proulx. The city shall allow private parking lots the option to institute a similar parking schedule for motorcycles and like-sized vehicles. Alternatively, the city allow said right to be permitted by special permit issued by the Chief of Police if other traffic standards do not allow this ordinance change. City Council consider adoption of chapter 40, section 22A of MGL. Refer to Ordinance, Police Chief, C.E., Parking Enforcement Director at DPW, and Parking Advisory Board.

Councilor Bartley stated that he learned there was a state law relevant to this, and made a motion to amend the order to add in a final sentence, stating "City Council consider adoption of chapter 40, section 22A of MGL."

---> Received and referred to the Ordinance Committee.

BARTLEY- Due to multiple calls and complaints from both residential and commercial property owners and tenants, ORDER the DPW and the Mayor rescind the recent ban on the collection of recycling. Receive and adopt. Refer to DGR for follow-up.

---> Received and referred to the Development and Governmental Relations Committee. Copy to DPW, Recycling Advisory Committee.

BARTLEY- The city's engineer and its law department review the definition of "motorized scooter" in Chapter 86-1 of city ordinances and advise the City council on whether the definition should be amended. Refer to Ordinance committee, C.E., Law Dept., Parking Advisory Board.

---> Received and referred to the Ordinance Committee. Copy to City Engineer, Law Department, Parking Advisory Board.

BARTLEY- ORDER that an Ordinance be passed to allow those businesses whose collection of recycling and waste was recently banned to be reinstituted. Refer to ORDINANCE and copy Bd of public works.

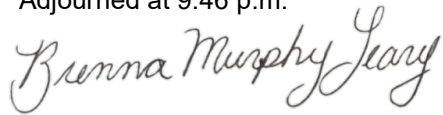
---> Received and referred to the Ordinance Committee. Copy to Board of Public Works.

BARTLEY- ORDER the city start the process to review the petition to install speed humps on Kaster St. Petition attached. Refer to C.E., Ordinance.

---> Received and referred to the Ordinance Committee. Copy to City Engineer.

LATE FILED ORDERS AND COMMUNICATIONS

Adjourned at 9:46 p.m.

A handwritten signature in cursive script, reading "Brenna Murphy Leary".



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Brenna Leary <learyb@holyoke.org>

Fwd: Letter from the Director of Accounts - DLS

Joshua Garcia <garciaj@holyoke.org>

Thu, Oct 2, 2025 at 8:23 AM

To: Brenna Leary <learyb@holyoke.org>

Cc: Tessa Murphy-Romboletti <tessaforholyoke@gmail.com>, Jeffery Anderson-Burgos <anderson-burgosj@holyoke.org>

Here is the communication for the city council together with the two attachments for the upcoming City Council agenda:

Dear Honorable City Councilors,

I am writing to bring to your urgent attention two recent correspondences from the Department of Revenue's Division of Local Services (DLS) regarding our city's financial reporting status (see attached). These letters speak for themselves, but they also underscore what I have warned about repeatedly since 2021: without structural reform of our financial operations, we would face exactly this kind of state-level intervention.

The situation is deeply concerning. Our FY2023 audited financials remain unresolved, FY2024 and FY2025 end-of-year reports are incomplete, and DLS has set clear expectations for the timely submission of all outstanding reconciliations and reports from both our Auditor and Treasurer. Continued delays and lack of progress now carry the very real risk of administrative actions, including the withholding of local aid, an inability to set a tax rate, and loss of ability to fund capital projects through bonding.

The state has already stepped in with guidance and specific steps that must now be followed. DLS has directed Holyoke to provide timely reconciliations, produce audited financial statements before certifications can occur, and participate in monthly status meetings with the Bureau of Accounts beginning this month. These are not suggestions; they are requirements. Failure to comply will only escalate the consequences for our city. DLS has also provided Holyoke with four comprehensive reviews of its financial management practices between 2007 and 2023, all of which identified the same underlying structural weaknesses that remain unaddressed today.

It is also important to be candid about past decisions. Mass MuniFin was engaged and had reconciled over 18-months of records, making significant progress. Their dismissal ended that work prematurely. Had they been allowed to continue, many of the issues we now face could have been prevented. Instead, we are left with mounting delays and increasingly urgent interventions from the state.

The Municipal Finance Modernization Act, which incorporates key recommendations from DLS to strengthen oversight, has stalled before the Council. At the same time, I want to acknowledge and thank the Council for approving the ballot initiative to shift the Treasurer from an elected to an appointed position. That was a critical step toward accountability and the first step in centralizing our financial departments. But it must not be the last step.

For decades, Holyoke has struggled with reconciliations and reporting, regardless of who held financial positions or what qualifications they brought to the role. The problem has never been about résumés, it has been about structure. What we need are stronger internal controls, modernized workflows, and accountability that extends across departments. More than half of the 351 communities in Massachusetts have already modernized by centralizing their financial operations. Holyoke must do the same. If we continue to delay, we are not simply postponing reform; we are inviting deeper state intervention and putting our ability to govern our own finances at risk.

I am asking for your immediate commitment and support:

- Work with me to allocate the resources necessary to improve our financial management and reporting.
- Act without further delay on the Municipal Finance Modernization Act.
- Stand with me in transparent communication to the public about our corrective efforts.

I will continue providing regular updates and welcome your input. To move this forward, I ask that these issues be placed on the agenda for the Finance Committee meeting scheduled for October 15. This will give us an opportunity to discuss specific next steps and ensure we are aligned in addressing the concerns raised by DLS.

The time for delay has passed. We must act decisively to restore compliance, transparency, and stability in our financial reporting.

Thank you for your attention to this urgent matter.

Respectfully,

[Quoted text hidden]

[Quoted text hidden]

2 attachments



City of Holyoke - Notice of Actions Necessary for Conformity.pdf
202K



City of Holyoke Final.pdf
181K

September 22, 2025

Mayor Joshua A. Garcia
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

Dear Mayor Garcia:

Thank you for meeting with me today to provide an update regarding the FY2023 audited financials, the FY2024 Schedule A and general ledger close, and the status of the FY2025 and FY2026 cash reconciliation process. During this meeting, your team indicated the following:

- The FY2023 audited financials should be final next week, per the external audit firm.
- The documents required by the external audit firm have been sent to them and the Division of Local Services (DLS) can expect to receive the Schedule A in three weeks at the latest.
- The external audit firm will be reconciling the FY2024 treasurer's cash book to the general ledger and closing FY2024. The current status of this was unavailable.
- The city treasurer has partially completed the reconciliation of FY2025 treasurer's cash book to the bank statements. It was unclear what months had been completed.
- Due to the above, no reconciliations from the treasurer's cash book to the general ledger have been completed for FY2025.
- The FY2025 general ledger has not yet been closed.
- No cash reconciliations have been completed for FY2026.

Further, the DLS is in receipt of the draft FY2023 Audited Financial Statements. We noted that the audit firm is issuing a disclaimer of opinion for the following reasons:

"The City's cash accounts were not reconciled as of June 30, 2023, and we were unable to obtain adequate supporting documentation for the cash balances reported in the financial statements. As a result, we were unable to determine whether cash and related transactions had been properly recorded and whether any adjustments might be necessary to the cash balances or other elements of the financial statements. Accordingly, we were unable to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the financial statements.

In addition, the financial statements do not include financial data for the City's legally separate component units. Accounting principles generally accepted in the United States of America require the financial data for those component units to be reported with the financial data of the City's primary government unless the City also issues financial statements for the financial reporting entity that include the financial data for its component units. The City has not issued such reporting entity financial statements. Because of this departure from accounting principles generally accepted in the United States of America, the assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, revenues, and expenses of the governmental activities, the business-type activities, the aggregate discretely presented component units, and the Holyoke Gas and Electric Company (enterprise fund) would have increased. In addition,

the assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balances, revenues, and expenditures of the aggregate remaining fund information would have increased. The amount by which this departure would affect the assets, deferred outflows of resources, liabilities, deferred inflows of resources net position/fund balances, revenues, and expenses/expenditures has not been determined."

DLS' Bureau of Accounts (BOA) has worked diligently with the City over several years to get free cash and the tax rate certified timely. We have met many times, both in person and virtually, to assist the City and to get updates on the status of financial submissions to BOA. Additionally, our Financial Management Resources Bureau (FMRB) issued multiple reports at the request of the City:

Holyoke Financial Management Review – December, 2007
Holyoke Review of Financial Management Structure – March, 2015
Holyoke Financial Management Update – February, 2020
Holyoke Financial Policy Manual – June, 2023

In 2023, the City submitted for free cash certification for the period ending June 30, 2023. We had to reduce the amount of free cash certified by \$166,218 for an unreconciled cash variance and an additional \$764,457 since we were unable to prove the free cash calculation. Most recently, the City was unable to have free cash certified for the period ended June 30, 2024, as cash was not reconciled and the financial statements not closed for the fiscal year.

This resulted in the City not filing the Schedule A for June 30, 2024 as noted above. State statute (G.L. c. 58, §18F) authorizes the Commissioner of Revenue to delay current fiscal year local aid payments, as well as future fiscal year payments, for any community not filing its report timely. DLS withheld the City's aid from February, 2025 thru June, 2025. In June, we released the FY2025 local aid. We resumed the local aid hold in July, 2025 and will continue to do so until the FY2024 Schedule A is filed.

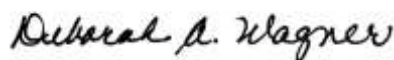
Given the conditions cited by the audit firm and those experienced by DLS, we will require the City to do the following:

1. For both the FY2026 tax rate certification and the 6/30/2025 free cash submission, we require final audited financial statements for 6/30/2024 prior to the certifications.
2. For the 6/30/2026 free cash submission, we require the final audited financial statements for 6/30/2025 prior to the certification of free cash and we require that free cash be certified prior to setting the FY2027 tax rate. This will continue annually until further notice.
3. Beginning in October, 2025 we require monthly status meetings with BOA. This will continue indefinitely until further notice.

Should DLS determine that sufficient progress regarding monthly cash reconciliation and timely financial reporting is not being made, we may take additional steps.

Please feel free to reach out to me with any questions at wagnerd@dor.state.ma.us

Sincerely,



Deborah A. Wagner
Director of Accounts

Cc: Tanya Wdowiak, City Auditor
Rory Casey, City Treasurer
Tessa R. Murphy-Romboletti, City Council President
Dr. Yadilette Rivera Colon, Vice Chair, School Committee
Anthony Rassias, Deputy Director of Accounts
Jared Curtis, Western Regional Supervisor
Matthew Andre, Field Representative



October 1, 2025

Mayor Joshua A. Garcia
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

Dear Mayor Garcia:

Pursuant to G.L. c. 44, § 38, the Director of Accounts (hereinafter “Director”) “may require of city, town, or district officials such action as will tend to produce uniformity of accounting systems and standards through the commonwealth.” One such minimum standard is the reconciliation of cash accounts. Upon information provided by the City, Holyoke has not completed reconciliations of cash for fiscal years 2023 – the current period. This is contrary to the standards of the Director and has led, or will lead, to a series of financial predicaments for the City.

PLEASE BE ADVISED THAT you MUST complete all outstanding reconciliations within 60 days of the date of this letter. If the City fails to comply with this request, I may take actions permitted in G.L. c. 44, § 41 to ensure compliance, including by contracting for any services necessary or appropriate to do so. This includes contracting on behalf of the City for any professional or technical services necessary to perform said reconciliations. Further, the costs of the services shall be incurred by the Commonwealth, but payment shall be deducted by the State Treasurer, pursuant to section 20A of chapter 58, from any amount distributable or payable by the Commonwealth to the City.

Additionally, pursuant to G.L. c. 44, § 43, the Director “shall collect from the proper local authorities such other information pertaining to municipal affairs as in the director's judgment may be of public interest. All auditors, accounting officers and other officials and custodians of public money of cities and towns shall properly complete and promptly return all schedules required of them to the director.”

Considering the aforementioned issue regarding reconciliations, and the authority granted to the Director, I request the following documents and records:

1. June 2023 treasurer’s reconciled cash book
2. June 2023 banks statements to which the treasurer’s cash book has been reconciled
3. June 2023 general ledger printouts (ending balances only) for all City cash accounts
4. Copies of the reconciliations for June 2023 between the treasurer’s cash book and the bank statements
5. Copies of the reconciliation for June 2023 between the treasurer’s cash book and the June 2023 general ledger
6. June 2024 treasurer’s reconciled cash book
7. June 2024 banks statements to which the treasurer’s cash book has been reconciled
8. June 2024 general ledger printouts (ending balances only) for all City cash accounts

9. Copies of the reconciliations for June 2024 between the treasurer's cash book and the bank statements
10. Copies of the reconciliation for June 2024 between the treasurer's cash book and the June 2024 general ledger

PLEASE BE ADVISED THAT you MUST furnish the herein requested documents within 60 days of the date of this letter.

The requested documents and records must be emailed to me at wagnerd@dor.state.ma.us and copied to Ken Woodland at woodlandk@dor.state.ma.us.

Please feel free to reach out to me with any questions at wagnerd@dor.state.ma.us.

Sincerely,



Deborah A. Wagner
Director of Accounts

Cc: Tanya Wdowiak, City Auditor
Rory Casey, City Treasurer
Tessa R. Murphy-Romboletti, City Council President
Dr. Yadilette Rivera Colon, Vice Chair, School Committee
Anthony Rassias, Deputy Director of Accounts
Jared Curtis, Western Regional Supervisor
Matthew Andre, Field Representative

MAYOR
HON. Joshua A. Garcia



BOARD OF ASSESSORS
DEBORAH BRUNELLE, MAA, Chief Assessor

September 24, 2025

Dear Councilors,

I am writing to request that you appoint Grant Schlosstein to the Board of Assessors to fill the previously vacated seat of Anthony Dulude. Grant was hired in April after a long search to replace the previous Assessor Cheryl Hollway who resigned in December. Grant is a real estate attorney and is a resident of the City of Holyoke. He brings a wealth of knowledge, experience and professionalism to the Assessor Office. He has already taken a few of the required courses and will earn his designation as a Massachusetts Accredited Assessor within 2 years of his hire date. The appointment of Grant to the Board of Assessors would be beneficial to the office. I am pushing for this to be done as soon as possible to avoid disruption of the tax rate setting.

A situation has arisen that needs me to take a Family Medical Leave of Absence. My leave will begin October 27th. I will be out for a period of 8 to 12 weeks. I realize the timing of this is not ideal. This is not something I can put off. I am doing everything I can in preparing for the upcoming tax rate setting season. I am hoping to have approval on values and a levy before my departure. The Tax Classification Hearing will be presented as previously scheduled for November 6 with continuance to November 18th for the City Council to select a minimum residential factor.

Please contact me if you need any information.

Deborah J Brunelle

Chief Assessor



CITY OF HOLYOKE
536 DWIGHT ST. STE. 4 HOLYOKE, MASSACHUSETTS 01040
PHONE: (413) 322-5550

**A RESOLUTION SUPPORTING LOCAL CONTROL OF MUNICIPAL UTILITIES AND
LOCAL EFFORTS TO ACHIEVE MASSACHUSETTS LOW CARBON EMISSIONS GOALS**

June 18, 2025

WHEREAS, the Board of Commissioners of Holyoke Gas & Electric (HG&E), a Massachusetts Municipal Light Plant (MLP), has authority under Massachusetts General Laws Chapter 164 to regulate our municipal utility and has the sole authority to set utility rates and establish policy in a manner that best serves its customers and community; and

WHEREAS, the hallmark of the public power business model is local control and local decision-making authority that allows MLPs to meet the unique needs of the communities we serve; and

WHEREAS, MLPs throughout the Commonwealth of Massachusetts have demonstrated leadership and innovation in advancing clean energy goals prior to any state mandates to do so, and achieving progress toward decarbonization through local strategies; and

WHEREAS, MLPs have worked collaboratively with the Commonwealth to develop the MLP Greenhouse Gas Emissions Standard (GGES), establishing clear carbon-free energy targets of 50% by 2030, 75% by 2040, and net zero emissions by 2050; and

WHEREAS, HG&E has achieved a low-carbon electric portfolio, with 87% of our electrical load in 2024 being carbon-free, far exceeding targets set by recent state climate legislation and surpassing the average performance of utilities throughout New England; and

WHEREAS, MLPs maintain electric rates that are 40-60% lower than investor-owned utilities, providing critical affordability for residents and businesses while simultaneously advancing environmental goals; and

WHEREAS, the success of MLPs in achieving environmental goals while maintaining affordable rates demonstrates that local control is not only effective but essential for balancing environmental stewardship with the economic well-being of our community;

WHEREAS, several current proposed state regulations under the Executive Office of Energy and Environmental Affairs (EEA) threaten to undermine MLP local authority and subject MLP's to the same state administrative control and cost burdens as investor-owned utilities; and

WHEREAS, the proposed regulations include: Large Building Energy Reporting; Clean Heat Standard; Advanced Clean Truck Regulation; and Building Decarbonization Clearinghouse; and

WHEREAS, the aforementioned proposed regulations, if imposed on MLP's, would alone result in an increase in the average 2024 HG&E residential electric rates of approximately 225% by 2050;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Holyoke Gas & Electric that:

- We strongly affirm our commitment to local control and decision-making authority for MLP's as established under Massachusetts General Laws Chapter 164, and we oppose any state regulations that would undermine that authority.
- We recognize environmental achievements of MLPs across Massachusetts, including our own success in achieving 87% carbon-free electricity generation, which demonstrates that local initiative and control work well.
- We call upon EEA to acknowledge the proven track record of MLPs in advancing clean energy goals through local leadership, innovation, and community-responsive decision-making.
- We commit to continuing our local decarbonization approach, expanding carbon-free sources of electric generation in environmentally sensitive ways, and promoting energy efficiency and electrification programs while preserving our community's access to affordable, reliable electricity.

ADOPTED this 18th day of June, 2025

Signed:



Francis J. Hoey, III
Chair

James A. Sutter
Vice-Chair

Marcos A. Marrero
Secretary

City of Holyoke Health Benefit Meeting
September 8, 2025
Holyoke Fire Department Headquarters

The meeting was called to order by **Quentin** at **5:06 PM**

In attendance:

PEC Representatives: Joe O'Connor- Retirees, Chris Butler-Fire Dept, Chris Adams- UFCW

City Representatives: Tanya Wdowiak-City Auditor, Sean Mangano- HPS CFO, Dazhana Argueta-Personnel Specialist

Others: Quentin Donohue - chair, **Steve Corbin - Dowd Insurance, Rebecca Sutter - Dowd, Rory Casey - Treasurer, Sharon Bittner-Willis, Auditor**

Agenda:

Receive minutes from 7/21/25 meeting

- Quentin welcome motion to accept minutes

MOTION: Joseph O'Connor made a motion to **receive minutes** . **Chris Butler** seconded. Motion carried **unanimously**

Wellness Credits

- Kelly Curran emailed BCBS regarding the handling of Wellness Credits for other self funded cities
 - BCBS said no other municipalities' trust is involved in making those decisions. Kelly's recommendation is for the trust to appoint a member (Dazhana is Kelly's recommendation) to be on the Wellness committee/calls (Dazhana is already on these calls). The trust should not be the decision makers.
 - Quentin was fine having Dazhana on the calls

Broker Update

- Broker Report
 - 400k deficit but RX will offset that. Also reimbursements to LMD for high claims as in the amount of about 450k
 - Running in negative on dental about 100k
 - 3k about balance for dental fund in 7/1/24
 - Quentin Donohue was extremely frustrated/shocked and believes we have been lied to regarding the health of the dental trust.
 - Historically free cash is certified in November but it has been getting later and later. Free cash is frozen as it was not certified by 6/30 and will have to get approved for the following year to be freed up.
 - SC- believes that the Trust is still in good shape.

- January 1st BCBS decided to change formulary to not cover. COH is covering this year. SC will pull the GLP1 report to tell us if it is used for weight loss or diabetes.
- 30/90 days of runout needed in Trust
- Post 65 Retirees to Medicare and Medex
 - Number of retirees on active plan. Could go to Medex if the trust paid the penalties or Part A cost.
 - SC will ask BCBS to run the numbers for ongoing cost and savings
- PCORI-Patient Center of Outcome Institute bill- Annual fee has to get paid. Becca took care of it

MOTION: Joe O'Connor made a motion to **go into an executive session** . **Chris Adams** seconded. Motion did not proceed as this was on on the agenda

Joe O'Connor requested that the Executive Session be added to the next meeting along with an account of billed and paid from Steve Corbin

Report from Treasurer on status of trust - to include all transfers, deposits, and current balance

- Sharon explained they have worked hard for several months to reconcile the Trust account. 82k deficit after recent payments.
- Sean Mangano recommended that HWW sends withholding weekly with their payroll. Tanya recommended that we send an email to accountants at HWW with process for payroll deductions
- Quentin requested that Tanya come up with a specific process to send to HWW
- SM- May 2024 withholding should be moved to trust if not already. Where are the June deductions?
- Auditors- it is a liability in the General Fund and can easily be moved. Trust not created until 2024 (prior to deductions being taken). 6/24 payments will be accounted for and moved. They will also notify the Trust
- The current process is to put the current month withholding toward the current bill. Steve Corbin recommended that it have the same structure as one month in advance. Sharon said she would have to make a few adjustments.
-

Discussion on future selection process for broker

- Kelly Curran does not have an answer on this as of yet- **TABLE FOR NEXT MEETING**

Review MOU

- Send digital MOU and push to November meeting

New Business

- Rory Casey-TASC is off the rails. Steve Corbin: not the preferred vendor. Rory Casey thinks we should look at other vendors
- Steve Corbin will look at other FSA and HSA

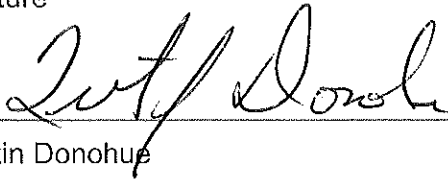
QD welcomed motion to adjourn

MOTION: Dazhana Argueta made a motion to **adjourn** . **Tanya** Wdowiak seconded. Motion carried **unanimously**

The meeting adjourned at 7 PM

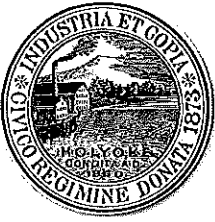
Signature

Date

A handwritten signature in black ink, appearing to read "Quentin Donohue", written over a horizontal line.

9/29/25-

Quentin Donohue



Mayor Joshua A. Garcia

HEDIC

City of Holyoke

Aaron M. Vega, Executive Director

October 1, 2025

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

RECEIVED
OCT 01 2025

Holyoke City Clerk's
Holyoke, MA

Dear Councilors:

Please find attached meeting minutes of the Holyoke Economic Development and Industrial Corporation for the following dates:

- February 27, 2025
- April 24, 2025
- June 26, 2025
- July 31, 2025

Please contact me at 322-5655 if there are any questions.

Sincerely,

Aaron M. Vega

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes of February 27, 2025

20 Korean Veterans Plaza, City Hall Annex - 4th Floor Conference Room
and via Zoom Meeting ID: 858 7165 0560

RECEIVED

OCT 01 2025

Members Present:

Joseph McGiverin
Catherine Pratt
Callie Flanagan
Michael Sullivan
Carl Eger, Jr.

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director

Holyoke City Clerk's
Holyoke, MA

Other Attendees: Jane Mantolesky, Assistant City Solicitor, and Cesar Ruiz, Andrew Melendez, Matthew Ruiz (USA International Sprots Complex)

1. Call to Order

Chairperson McGiverin called the meeting to order at 5:02 p.m. and stated that the meeting is being held in person and remotely and being recorded. A roll-call followed:

<u>Name</u>	<u>Present</u>
Joseph McGiverin	Y
Michael Sullivan	Y
Carl Eger, Jr.	Y
Catherine Pratt	Y

2. HEDIC Board Business

- a. **Meeting Minutes of January 23, 2025:** A motion was made to approve the minutes of January 23, 2025 meeting was made by Carl Eger, Jr. and seconded by Michael Sullivan. A roll-call followed:

<u>Name</u>	<u>Vote</u>
Joseph McGivern	Y
Michael Sullivan	Y
Carl Eger, Jr.	Y
Catherine Pratt	Y

3. Real Estate Project Updates

- a. **Whiting Farms Road:** A motion was made by Carl Eger, Jr. to go out of order and take up agenda item 4. All members agreed.

John Dyjach then explained that Mr. Cesar Ruiz and representatives of the USA International Sports Complex group are in attendance to provide an update and discuss the planned project. Mr. Dyjach noted that the one-year mark of the two-year sale agreement is approaching at which time the \$50,000 deposit will become non-refundable. Chairperson McGiverin welcomed Mr. Ruiz and asked if he could provide an update on this important development for the City.

Cesar Ruiz explained the efforts over the last year to evaluate the Whiting Farms Road site as well as to design and fund the development. Additionally, he said that he purchased the 100-acre Wyckoff Country Club and that after considering the development options at that site and listening to the community the decision was made to continue the golf course and banquet facility as well as making significant improvements to each. He thinks the acquisition of Wyckoff will complement the Sports Complex development at Whiting Farms Road. Mr. Ruiz explained that he also acquired approximately 3 acres to the north of the Whiting Farms Rd. site and is considering the possibilities with the other abutting large parcel that is currently in tax foreclosure.

He thinks that combining these parcels would provide an approximate 22-acre site that could accommodate the Sports Complex and other possible amenities including a hotel. Mr. Ruiz said that the project funding is also being considered and that his preference is that it is privately funded but that state and federal resources will also be sought out if those options become available. He talked about collaborations including a possible relationship with the Basketball Hall of Fame to utilize the Sports Complex facilities. He said the intention is to close on the Whiting Farms Road possibly as soon as the end of the second quarter of this year with site work to start soon after acquisition. Andrew Melendez then described the investments made to date and the connections with the Wyckoff development as well as potentially in other parts of the City, including open space at Springdale Park. Mr. Melendez said that they understand the importance of meeting with residents of Ward 3 but first need to have plans further developed including a traffic study and as well as estimates on the size of development and the economic impacts.

Chairperson McGiverin thanked the group for the presentation as well as sharing their commendable goals and vision. He said HEDIC's relatively small part in this on behalf of the City is the sale and development of the 11-acre parcel which is being done in partnership with Holyoke Gas & Electric as they acquired the land as part of the dam acquisition. Michael Sullivan asked about the property that is in land court and if they can still proceed with their plans if it does not become available. Mr. Ruiz said he understands it is a challenging process and not certain to acquire so the plans may have to be redesigned without that land if it does not become available in the near term. Mr. Melendez explained that designs currently are for a 9 to 10 acre development with the additional land possibly to support the development as well as to be a buffer to residents and may include nature trails. Mr. Sullivan noted that there are different zoning designations for these parcels and that a zone change would be necessary. Mr. Melendez said the plans would have to be further defined and then include public input to determine what would be needed to proceed. Mr. Ruiz said that similar to Wyckoff, they purchased the land knowing that they would need community input and support from Ward 3 to help them as the plans start to get crystallized. Michael Sullivan said he appreciates the concept but that he has concerns that the zoning is a hurdle and suggested that it is not too soon to begin outreach especially to the immediate neighbors. Mr. Ruiz replied that their timing is shortening and agrees. He said that it will take time to gather more information but expects they will be doing this by September. Carl Eger appreciates the investments to date and looks forward to hearing more specifics as the plans evolve. Callie Flanagan also appreciates the investment and asked when the required studies such as the traffic study will be done and will they be done concurrent with the site work. Mr. Melendez said this has not been determined and explained that several analyses will be needed and that they are hopeful that funding from the Governor's bond bill will help them with some of this work. Joseph McGiverin said it is good to hear that investments are being made to support the proposal and, regarding Wyckoff, asked if the investments included work on the golf course since it is such a valuable resource. Mr. Ruiz replied that it does and explained some of the work underway at the course, including the purchase of new golf carts. He described the growth in membership and that the substantial upgrades will need to be kept up so that the course remains consistent. Mr. Ruiz also described the significant upgrades to the buildings and plans for various non-golf events. With no further discussion, Chairperson McGiverin thanked the group for attending and their continued efforts in the City.

- b. **Bobala Road:** John Dyjach reported that the Purchase and Sale Agreement with Agilitas was signed and that he expects closing to occur in the next 30 days. He said the company is also in the process of completing their permitting for the battery storage facility that is planned to be installed at the property. He thanked the City Law Department for assisting with the legal aspects of the sale.

4. HEDIC Loan Program Update

Raw Beauty Brand: John Dyjach said that staff continues to work with the business owner to resolve past due payments and that an acceleration notice was issued in accordance with the

loan agreement. He said that payments have resumed and that a repayment plan was proposed. He referred to the repayment agreement which was recommended and drafted by the Law Department and asked the Board to consider. Mr. Dyjach also asked the Board to consider waiving late fees if the repayment schedule is met. A motion to approve the repayment agreement and to waive the late fees if the repayment schedule is met was made by Carl Eger and seconded by Callie Flanagan. Under discussion, Carl Eger asked if staff thought the repayment proposal was credible. John Dyjach said that it appears an effort is being made but that it has been difficult to communicate with the borrower. He noted that staff attempted to visit the business in person and that these efforts to support the company will continue. Catherine Pratt said that she is agreeable to waiving the late fees if the repayment schedule is met. Joseph McGivern also agreed and said it is a way to help the business get back on track with the loan. A roll-call followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGivern	Y
Carl Eger, Jr.	Y
Catherine Pratt	Y
Callie Flanagan	Y

5. **Other Business**

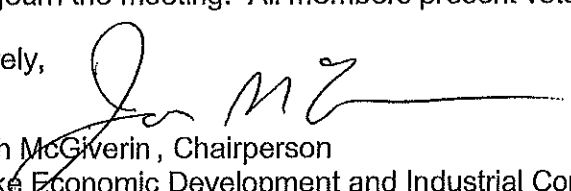
- a. John Dyjach said the bi-annual property liability insurance payment was made.
- b. Aaron Vega said that the Request for Proposals for a Brownfield Consultant is in process.

6. **Executive Meeting:** At 5:52 p.m. a motion was made by Carl Eger, Jr. and seconded by Catherine Pratt to enter the Executive Meeting. Chairperson McGivern then stated that the Board will enter the Executive Meeting in accordance with M.G.L. Chapter 30A Section 21(a) to consider the purchase, exchange, lease or value of real estate. He noted that the Board will return to the Regular Meeting and that no votes are anticipated in the Executive Meeting. A roll-call followed:

<u>Name</u>	<u>Vote</u>
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Catherine Pratt	Y
Joseph McGivern	Y

7. **Adjournment:** At 6:17 p.m. the meeting reconvened and with no other business to announce from the Executive meeting, a was then made by Michael Sullivan and seconded by Carl Eger, Jr. to adjourn the meeting. All members present voted in favor. The meeting was adjourned at 6:17 p.m.

Sincerely,


Joseph McGivern, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes of April 24, 2025
Holyoke City Hall - Room 6
536 Dwight Street, Holyoke, MA
and via Zoom Meeting ID: 89632264762

RECEIVED
OCT 01 2025
Holyoke City Clerk's
Holyoke, MA

Members Present:

Joseph McGiverin
Catherine Pratt
Callie Flanagan
Michael Sullivan

Staff Present:

John Dyjach, Assistant Director
Kimberly Caslano, Head Administrative Clerk

Other Attendee(s): Jennifer Yergeau, PeoplesBank

1. Call to Order

Chairperson McGiverin called the meeting to order at 5:02 p.m. and stated that the meeting is being held in person and remotely and being recorded. A roll-call followed:

<u>Name</u>	<u>Present</u>
Joseph McGiverin	Y
Catherine Pratt	Y
Michael Sullivan	Y
Catherine Pratt	Y

2. HEDIC Board Business

- a. **Quarterly Financial Report:** Chairperson McGiverin said that per staff's request this item was requested to be taken out of order from the agenda so that a representative from PeoplesBank could provide information to HEDIC. With no objection, John Dyjach introduced Jennifer Yergeau of PeoplesBank who is joining over Zoom to discuss upcoming changes to the deposit insurance program. A brief video was first shown to provide some background. Ms. Yergeau then explained that due to changes at the bank and no longer offering the State Deposit Insurance Fund, Peoples has partnered with Intra Cash Financial Services to provide insurance protection above the \$250,000 FDIC bank limit. She said this arrangement allows depositors to access FDIC insurance through a network of participating banks.

Joseph McGiverin asked if there would be fees if HEDIC were to enter into the program. Ms. Yergeau replied that there is no cost to customers at this time or planned, but it will be evaluated and could not rule out a fee of something like 10 basis points of the interest rate in the future. John Dyjach asked about the process to get into the program. Ms. Yergeau replied that there is an agreement needed to get set up in the program that will also allow us to see online on how the insurance is allocated. Catherine Pratt asked about the timing to get set up in the program. Ms. Yergeau said it is quick usually within a week. Ms. Pratt then asked if this would affect any access to funds to which Ms. Yergeau said it would not. Michael Sullivan asked if this change at Peoples is also similar to what is happening at other banks or what other banks can offer. Ms. Yergeau explained that it is different, especially at larger banks but some smaller banks still participate in the DIF program. With no further discussion, Chairperson McGiverin thanked Ms. Yergeau for providing the information.

John Dyjach then reviewed the Quarterly Financial report noting the deposits at Peoples increasing from the recent sale of the Bobala Road land. The Board then discussed options going forward with funds on deposit and asked staff to research rates. Regarding the deposit insurance, the Board asked staff to review program and application with legal as well as with the City Treasurer for feedback before proceeding.

- b. **Board Member Reappointments:** John Dyjach said that Mayor Garcia recently reappointed Joseph McGiverin, Callie Flanagan, Anotnio Quinones and Carl Eger, Jr. to three-year terms and that the Holyoke City Council unanimously confirmed the reappointments. He added that staff is very

appreciative for the willingness of these members as well as all the members to continue on the Board and support the work of HEDIC.

- c. **Meeting Minutes of February 27, 2025:** A motion was made to approve the minutes of January 23, 2025 meeting was made by Michael Sullivan and seconded by Callie Flanagan. Under discussion Callie Flanagan noted that her name was omitted from one of the roll calls listed on the minutes. With no objection to amending the minutes with the correction, all members present voted in favor of accepting the minutes as amended.

3. Loan Program Updates

- a. **Raw Beauty Brand:** John Dyjach said that staff continue to work with Raw Beauty Brand on a repayment plan while at the same time working with legal to follow the terms of the loan agreement. Callie Flanagan said that it may be good to suggest a consultant such as Score or EforAll to help Raw Beauty Brand as they are working to get established.
- b. **Rutto Bats:** John Dyjach said that staff visited the company in March and saw that the production lines are nearly set up. He added that payments on the loan are being received according to the schedule.

4. Real Estate Updates

- a. **Whiting Farms Rd. (USA International Sports Complex):** John Dyjach reported that the \$50,000 deposit became non-refundable as of April 8. He had no further updates but mentioned the group is presenting on the project at an upcoming Holyoke Taxpayer's meeting. There was some discussion among the Board about the significant improvements at the Wyckoff Country Club.
- b. **Bobala Road:** John Dyjach noted that the sale to Agilitas closed in late March and that the company is finalizing its project permitting.

5. Other Business

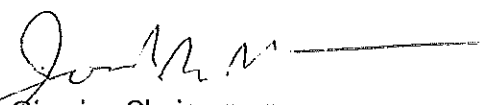
- a. There has increased interest in HEDIC's Foreign Trade Program and that information will be provided to the Board if it evolves.
- b. Staff is working with Pioneer Valley Railroad to consider improving rail service to industrial areas and will keep the Board informed.

6. **Executive Meeting:** At 6:03 p.m. a motion was made by Michael Sullivan and seconded by Catherine Pratt to enter the Executive Meeting. Chairperson McGiverin then stated that the Board will enter the Executive Meeting in accordance with M.G.L. Chapter 30A Section 21(a) to consider the purchase, exchange, lease or value of real estate. He noted that the Board will return to the Regular Meeting and that no votes are anticipated in the Executive Meeting. A roll-call followed:

<u>Name</u>	<u>Vote</u>
Callie Flanagan	Y
Michael Sullivan	Y
Catherine Pratt	Y
Joseph McGivern	Y

7. **Adjournment:** At 6:24 p.m. the meeting reconvened and with no other business to announce from the Executive meeting, a motion was made by Michael Sullivan and seconded by Callie Flanagan to adjourn the meeting. All members present voted in favor.

Sincerely,


Joseph McGiverin, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes of June 26, 2025
Holyoke City Hall - Room 6
536 Dwight Street, Holyoke, MA
and via Zoom Meeting ID: 82510900184

RECEIVED

OCT 01 2025

Holyoke City Clerk's
Holyoke, MA

Members Present:

Joseph McGiverin
Catherine Pratt
Antonio Quinones
Michael Sullivan
Marck Cutting
Carl Eger, Jr.

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director

Other Attendee(s): Jane Mantolesky, Assistant City Solicitor, Timothy Flynn, Flynn Financial Partners, Ltd.

1. Call to Order:

Chairperson McGiverin called the meeting to order at 5:02 p.m. and stated that the meeting is being held in person and remotely and recorded. A roll-call followed:

<u>Name</u>	<u>Present</u>
Joseph McGiverin	Y
Catherine Pratt	Y
Michael Sullivan	Y
Mark Cutting	Y
Carl Eger	Y
Antonio Quinones	Y

2. HEDIC Board Business

a. Meeting Minutes of April 24, 2025: A motion was made to approve the minutes of April 24, 2025 meeting was made by Carl Eger and seconded by Michael Sullivan. A roll-call vote followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Mark Cutting	Y
Carl Eger	Y
Catherine Pratt	Y
Antonio Quinones	Y

b. Quarterly Financial Report and Review of Bank Intra Fi Deposit Insurance: Chairperson McGiverin asked if there is no objection that the Board take up items b. and c. as a package and for the Board to hear information regarding investments from a guest. With no objection, Chairperson McGiverin said that Timothy Flynn of Flynn Financial Partners is in attendance at the suggestion of member Michael Sullivan to discuss investment options and financial services for informational purposes. Michael Sullivan added that Mr. Flynn is known to him through the services his company has provided to other entities in the city and that he may be a resource as HEDIC considers development opportunities including the federal Opportunity Zones program. Timothy Flynn thanked the Board for the opportunity to meet. Mr. Flynn summarized his background and provided examples of his work with other communities and organizations. He then discussed investment options and asset management services as alternatives to what a bank can offer. Chairperson McGiverin recalled that Mr. Flynn presented information to the City Council several years ago and asked about any risk involved and liquidity of funds. Mr. Flynn replied that a portfolio would be customized based on HEDIC's interests and risk tolerance and that a conservative approach is taken based on safety, liquidity, and yield. Chairperson McGiverin said that safety is always first and

HEDIC Meeting
June 26, 2025
Page 1 of 3

with a certificate of deposit maturing next month as well as other monies on deposit with the bank it is good to understand alternatives that HEDIC may have with its funds. Carl Eger added that he has familiarity with the options described by Mr. Flynn and that it is good to know that they are made available to non-profit entities. He noted HEDIC's historically conservative approach with investments and applauds that HEDIC is considering this option. Catherine Pratt asked about the involvement of other municipalities in the state that utilize these types of investments. Mr. Flynn said that his company is currently active with 38 municipalities and 18 publicly owned utilities across the state. He added that one option he has seen for entities as a way to get comfortable is to start this investment with smaller amounts. Mr. Flynn said that if the Board is interested, he could put together an example of an investment portfolio for consideration. Chairperson McGiverin asked the Board if there were any additional questions at this time. Antonio Quinones asked if HEDIC had this money manager type of arrangement in the past or if this was new. Joseph McGiverin replied that this would be new for HEDIC, but that Flynn Associates has worked with other City entities.

John Dyjach said that one consideration that would have to be checked is HEDIC's ability to do this type of investment under its state enabling legislation. Michael Sullivan asked Atty. Mantolesky if there are any legal hurdles that she is aware of before HEDIC considers proceeding. Atty. Mantolesky said that she will check that HEDIC has the statutory ability to do this as it is a 121C corporation under Mass General Laws. Mark Cutting asked how Flynn Associates determines which type of investment is appropriate for HEDIC. Mr. Flynn said that as a start he will provide a proposal that will include different options showing levels of risk tolerance to consider and eventually determine what is appropriate and comfortable for HEDIC.

There was then discussion on the federally designated Opportunity Zones with Mr. Flynn providing an overview. He said that this designation gives Holyoke the ability to attract investments through Qualified Opportunity Funds (QOF's). John Dyjach noted that Holyoke's Opportunity Zone is currently designated in the downtown area and that it has been made known to developers. Mr. Flynn provided detail on how the program could work to attract investment and gave examples as well as describing the process to expand the zone. Michael Sullivan said that a meeting is scheduled next week with Mr. Flynn and the Mayor to discuss this program. Joseph McGiverin said that this information is good for HEDIC if it were to become involved in the future. John Dyjach added that this program is potentially a very good tool to assist with attracting development to some of the larger industrial buildings vacated by cannabis businesses. Joseph McGiverin thanked Mr. Flynn for his presentation and the information that he will provide for HEDIC's consideration.

The Board then reviewed the quarterly financial notes. John Dyjach said there are no substantial changes since the last update other than interest income. He said that in future updates he will include the funding allocations HEDIC made to support economic development plan efforts and for brownfield consultant services.

3. Loan Program Updates

- a. **Raw Beauty Brand:** John Dyjach said that staff continues to work with Raw Beauty Brand on a repayment plan while at the same time working with legal to consider options in line with the terms of the loan agreement. He mentioned that he contacted Vice Chairperson Flanagan to review the situation and that the feedback provided was very useful. Joseph McGiverin said it is important to know that the borrower is communicating with staff and working in good faith to resolve. Mark Cutting asked if the business was affected by seasonal sale fluctuations. John Dyjach said that it possibly was but was not sure since financials have not been provided by the borrower. Catherine Pratt asked if the business has a storefront. John Dyjach replied that it does not but his understanding is that their sales are online, at other retail locations and at events. Ms. Pratt also asked if the borrower is receptive to the suggestion to get support from Score. John Dyjach replied that they have in the past but was unsure of their current interest. Carl Eger encouraged staff to keep regular communication with the borrower.
- b. **Rutto Bats:** John Dyjach said that the one-year anniversary of the loan is near and that the lenders, including HEDIC staff recently met to review the loan. He said that the recommendation was made by

the lead lender to extend the interest only payments for 3 months to further support the company's start-up and sales efforts. John Dyjach said that the formal request from the lead lender has not been received yet but asked for the Board's consideration. Carl Eger made a motion to defer interest only payments for 3 months pending confirmation from the lead lender. Said motion was seconded by Michael Sullivan and a roll- call vote followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Antonio Quinones	Y
Catherine Pratt	Y
Carl Eger	Y
Joseph McGiverin	Y

Chairperson McGiverin noted the Board member Cutting abstained from discussion and the vote due to a conflict of interest disclosed at a previous meeting.

4. Real Estate Project Update(s):

John Dyjach said there are no project updates since the last meeting other than what was provided in the Executive Meeting information. Chairperson McGiverin asked if the Purchase and Sale Agreement with the USA Sports Complex was still in effect. John Dyjach said it is and that the one-year anniversary of the agreement was in April at which time the deposit became non-refundable. Chairperson McGiverin noted that this was a real estate transaction for the HEDIC with no involvement beyond the purchase and sale agreement for the land.

5. Executive Meeting: No Executive Meeting was held.

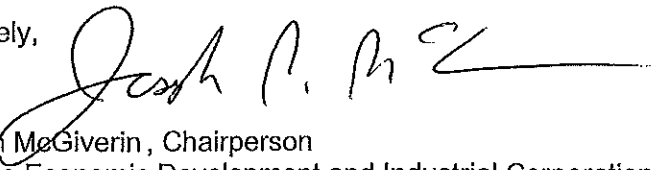
6. Other Business:

- a. Office of Planning & Economic Development Budget and Support: John Dyjach said that the HEDIC Board may be asked in the future to consider funding to support the office due to the City budget decreasing including the loss of staff. He said that staff are considering the best path forward whether it be funding for staff and / or consultant services. Chairperson McGiverin noted that there is precedence to this as HEDIC for many years was supportive of the office budget needs.
- b. Brownfields EPA Conference: John Dyjach said he received a scholarship to attend the conference and asked if HEDIC would consider funding his travel expenses estimated at \$500. He added that this is a conference he attended in the past and relevant to HEDIC and City projects. Joseph McGiverin made a motion for HEDIC to provide up to \$500 for travel expenses. Said motion was seconded by Michael Sullivan and a roll-call vote followed:

<u>Name</u>	<u>Vote</u>
Antonio Quinones	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Mark Cutting	Y
Catherine Pratt	Y
Carl Eger	Y

7. Adjournment: At 6:21 p.m. a motion was made by Mark Cutting and seconded by Michael Sullivan to adjourn the meeting. All members present voted in favor.

Sincerely,


Joseph McGiverin, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes of July 31, 2025
Holyoke City Hall - Room 6
536 Dwight Street, Holyoke, MA
and via Zoom Meeting ID: 82510900184

RECEIVED

OCT 01 2025

Holyoke City Clerk's
Holyoke, MA

Members Present:

Joseph McGiverin
Catherine Pratt
Michael Sullivan
Mark Cutting (joined later over zoom)
Callie Flanagan

Staff Present:

Aaron Vega, Executive Director
John Dyjach, Assistant Director

Other Attendee(s): Jane Mantolesky, Assistant City Solicitor; Timothy Flynn, Flynn Financial Partners, Ltd.,
Councilor Patricia Devine (online), Jordanna O'Connell (resident)

1. Call to Order:

Chairperson McGiverin called the meeting to order at 5:02 p.m. and stated that the meeting is being held in person, remotely and being recorded. A roll-call followed:

<u>Name</u>	<u>Present</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Callie Flanagan	Y
Catherine Pratt	Y
Mark Cutting (joined over Zoom)	Y

2. HEDIC Board Business

a. **Meeting Minutes of June 26, 2025:** A motion was made by Michael Sullivan and seconded by Callie Flanagan to approve the minutes of June 26, 2025. With no discussion, all Members present voted in favor.

b. Bank Accounts and Certificate of Deposit Renewal

John Dyjach referred to the financial summary in the packet and explained the status of accounts saying the majority of HEDIC's funds are in the money market account and certificate of deposit at PeoplesBank. He said the best rate he could find locally for a CD was a 12-month CD at Peoples at the rate of 4.25% and that the money market account is receiving 3.53%. He asked for the Board's direction for the certificate of deposit that is now maturing. Michael Sullivan said that the renewal should also be considered with information from Flynn Financial as it relates to those investment opportunities. Mr. Sullivan suggested the Board consider how much of HEDIC's funds are allocated in a CD, money market as well as potentially with Flynn investments. Timothy Flynn then spoke on investment options including rates, liquidity and diversification. Joseph McGiverin said the matter under consideration is the CD since it is in the maturity period and that an option could be to consider the funds currently in the money market for an investment with Flynn Financial. He added that as part of this, consideration should also be given for funds HEDIC previously allocated for the loan program. Michael Sullivan suggested the Board consider moving more funds to a money market investment for a better return and given the positive track record with other City entities suggested the Board consider an investment amount of \$1M. Callie Flanagan said that she appreciates the investment opportunities but also prefers the conservative approach that a CD provides. She said that keeping funds local at the best rate available is a good option and suggested using HEDIC's money market account to fund an investment. Discussion followed among the Board about how to allocate the funds. Michael Sullivan made a motion to allocate \$500K to the CD and the remainder to the investment. After further discussion, Catherine Pratt made a motion to renew the CD in its current value for 12 months. The motion was seconded by Callie Flanagan. Chairperson McGiverin commented that he supports this motion given that the funds will remain local at the best rate available and that he would look to fund the investment from HEDIC's money market account. Michael Sullivan said he appreciates that but thinks it is too much to place in the CD. With no further discussion a roll-call vote was taken:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	N
Joseph McGiverin	Y

Callie Flanagan	Y
Catherine Pratt	Y
Mark Cutting	Y

c. Intra Fi Deposit Insurance

Joseph McGiverin summarized the need to sign-up for the Intra Fi bank deposit insurance as explained to HEDIC at a recent meeting by the PeoplesBank representative. Callie Flanagan added that the need for the program is in large part due to the increase in asset size of Peoples and no longer having access to the State deposit insurance fund for deposits over \$250K. Chairperson McGiverin said that by entering into this program all of HEDIC's deposits would be protected. Mark Cutting asked if there was a cost for this. Callie Flanagan replied that it was explained that there is no cost to the customer. Joseph McGiverin said that it could change in the future but not without HEDIC's approval to continue.

A motion was made by Callie Flanagan and seconded by Mark Cutting to enter into the Intra Fi Deposit Insurance agreement. Catherine Pratt asked if one agreement would cover all the accounts. John Dyjach replied that it would and that there is an option to opt out of certain coverage but that doesn't apply because HEDIC funds are all at one bank. With no further discussion a roll-call vote on the motion followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y
Callie Flanagan	Y
Mark Cutting	Y

3. HEDIC Investment Option-Timothy Flynn, Flynn Financial Partners, Ltd.

Chairperson McGiverin introduced Timothy Flynn of Flynn Financial Partners to continue the discussion on an investment option for HEDIC. He asked if Board members had any questions for Mr. Flynn at this time and added that information was provided in the meeting packet. With no questions Joseph McGiverin asked about HEDIC funds allocated to the loan program. John Dyjach replied that last year the Board authorized to set aside up to \$500,000 for the programs. John Dyjach then asked Mr. Flynn about the ability to modify the type of investment that is initially being recommended. Timothy Flynn replied that this investment is not static and the portfolio will continually be considered. He said what was presented was based on his previous discussions with the Board and is weighted more conservatively. He further described the types of investments and how portfolios are constructed, especially for risk protection. He said it is a managed portfolio so that if you look at the positions in that managed portfolio, they are constantly monitoring the markets and the underlying institutional managers, producing allocations and modifying those to protect it from downward moving markets. Joseph McGiverin said this is a new investment path for HEDIC but he is comfortable with the approach and is aware of some of the background Flynn Financial has had with other entities. He said that with having this information he would entertain a motion to fund the investment with \$500K which he thinks could bring some more revenue to HEDIC to eventually invest in projects in the City. He added that he understands the Board may need more time to consider. Catherine Pratt asked for clarification on the \$500K set aside for the loan program and if the amount needs to remain funded at that level. Aaron Vega explained that the program will need to be reconsidered but it is good to have the program remain funded at that level. Michael Sullivan said that it is his understanding that HEDIC could be flexible with the loan amount if a project came forward. Callie Flanagan said that she is in agreement with the \$500K investment especially since it could bring good income returns for HEDIC. Mark Cutting said that hearing about the proven track record he is comfortable with the \$500K investment amount. He added that he has concerns about the market but this is a relatively conservative option. A motion was then made by Michael Sullivan to transfer \$500,000 from the HEDIC PeoplesBank money market account to invest in a portfolio with Flynn Financial. Joseph McGiverin asked Mr. Flynn if the investment amount and type will be at HEDIC's discretion. Mr. Flynn explained that it will be a custom built portfolio and this current example is good to get started at the amount determined by HEDIC. Mark Cutting seconded the motion and with no further discussion a roll-call vote followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

Callie Flanagan Y
Mark Cutting Y

4. Real Estate Project Update(s):

John Dyjach said there are no specific updates but shared the email the office received regarding the proposed Whiting Farms Road development. Chairperson McGiverin said that although HEDIC is under agreement to sell the land as part of the prior proposal and arrangement with HG&E, HEDIC has no say over what the development would eventually be. Aaron Vega said that Mayor Garcia responded via an Open type letter to a similar inquiry and will share that with the Board. Mr. McGiverin asked that the Board accept the letter and take time to read it along with the Mayor's letter. He asked for a roll-call:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y
Callie Flanagan	Y
Mark Cutting	Y

5. Other Business

- a. John Dyjach said that in case it is needed he asked the Board to consider a vote authorizing the Chairperson and Treasurer to execute HEDIC documents related to the PeoplesBank and Flynn Financial transactions discussed earlier in the meeting. Michael Sullivan made a motion to authorize the Chairperson and Treasurer to sign any necessary documents with PeoplesBank and Flynn Financial to complete the transactions. Said motion was seconded by Mark Cutting and a roll-call vote followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y
Callie Flanagan	Y
Mark Cutting	Y

- b. Aaron Vega noted there are two questions from the public on the chat. One requesting that the paperwork related to HEDIC's Whiting Farms Road agreement be emailed. The second is a request to discuss the email received in regard to the Whiting Farms Rd. parcel. Atty. Mantolesky said the item was not posted on the agenda to be discussed. Chairperson McGiverin explained some of the background on HEDIC's involvement with the purchase and sale agreement for the property but HEDIC's has no authority over the zoning or permitting for a project. Michael Sullivan commented that the developer was encouraged at a previous meeting to do outreach on the project but understands they may not be at that point. He added that the property is zoned industrial and that it has been on the market for over 20 years. Chairperson McGiverin said he wanted to comment on the email but understood it would have to be on the meeting agenda for a public discussion.

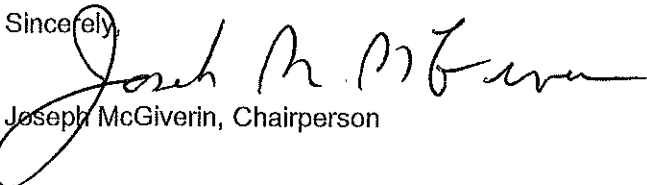
6. Adjournment

With no Executive Meeting, a motion was made by Callie Flanagan and seconded by Mark Cutting to adjourn the meeting. A roll-call vote followed:

<u>Name</u>	<u>Vote</u>
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y
Callie Flanagan	Y
Mark Cutting	Y

The meeting adjourned at 6:21 p.m.

Sincerely,


Joseph McGiverin, Chairperson

Board of Fire Commission Meeting Minutes		Date: August 20, 2025 Time: 5:00 p.m. Location: Fire Department Headquarters		SEP 18 2025 Holyoke City Clerk's Holyoke, MA
Meeting called by:	Chairman Mettey	Note taker: D. Glenn		
Type of meeting:	Regular Monthly	Timekeeper: D. Glenn		
Facilitator:	Chief Kadlewicz		Approved	
Attendees:	George Mettey, Jeffrey Trask			
Absent:	Nelson Lopez			
Staff in Attendance:	Chief John Kadlewicz and Dale Glenn			
Also: Deputy Fire Chief Cerruti, Union President Alicea, John Kusiak, Glenn Sisson, 1 st Deputy Fire Chief Ernst				
A. Opening of Meeting		Chairman Mettey	Time: 5:00 p.m.	
Discussion: #1 on the agenda Commissioner Mettey opened the meeting of the Board of Fire Commissioners with a verbal roll call of those present along with the pledge of allegiance and a prayer. #2 agenda item – Minutes: The Board of Fire Commissioners reviewed the minutes from July 23, 2025 #3 on the agenda – Fire Chief's Report: • Injured on Duty/Light Duty/Administrative Duty/Administrative Leave • Overtime Expenditures #4 Old Business – 3 Grievances were submitted to the Board of Fire Commissioners for their review and Interviews for (1) Motor Vehicle Supervisor 1. Deputy Fire Chief Cerruti – Fire Chief position removed from Civil Service on behalf of the Deputy Fire Chiefs Association – their stance is that as it pertains to the associations collective bargaining agreement with the City of Holyoke that the City adhere to good faith contract language that was agreed to by both the DCA and the City of Holyoke. Commissioner Mettey has sent a letter in opposition to this matter to House Rep Duffy and Senator Velis. This is out of the scope of this Board. 2. Union President Alicea – Grievance #0508 Fire Chief position removed from Civil Service on behalf of Local 1693 – their stance is that it is a violation of but not limited to CBA Article 28.05, Article 30 paragraph 30.01 and also MGL Chapter 31. The Union's position is in opposition to this position being taken out of Civil Service as it would prevent those in lower ranks from having the chance to move up and be in higher positions. The board again expresses appreciation of the grievance however, it is out of the scope of their authority. 3. Union President Alicea – Grievance #0608 FMLA and past practice usage of benefit – their stance is that as of current practices FMLA policy is in violation of but not limited to Article 18 paragraph 18.02(b). The Union's position is that the City's interpretation of FMLA is in correct. Union President Alicea is asking the Board to reach out to the City Solicitor's office for an official opinion. The Fire Chief stated he did reach out to the City Solicitor's and received the determination that he currently follows regarding this matter. The board indicated that this is out of the scope of the board's authority. 4. Interview for (1) Motor Vehicle Supervisor – 2 individuals were interviewed for this position and asked the same exact questions and were afforded an opportunity to ask questions of their own. 5. Fire Chief following up on the roof at station 1 and station 3 leaks RFP being put out to bid #5 New Business – submission to Civil Service has been completed for a list to interview and hire (8) eight firefighters. This is now in process. Cert for Temporary Captain and 3 temporary Lieutenants #6 Executive Session – if necessary #7 Close Meeting				



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Brenna Leary <learyb@holyoke.org>

Community Outreach Meeting for Proposed Cannabis Courier and Manufacturer

m n <mattnelson1994@gmail.com>

Thu, Sep 18, 2025 at 1:28 PM

To: clerks@holyoke.org

****NOTICE OF COMMUNITY OUTREACH MEETING****

To: City Clerk
City of Holyoke
Holyoke, MA 01040

Dear City Clerk,

This notice is to inform you of a community outreach meeting regarding a proposed cannabis courier and manufacturer. The meeting is scheduled to take place as follows:

Sept 3, 2025

5:15 pm

In the parking lot of 110 Winter St, Holyoke, MA 01040

The purpose of this meeting is to engage with community members, share information about the proposed business, and address any questions or concerns from residents. We encourage all interested parties to attend and participate in this important discussion.

Thank you for your attention to this matter. We look forward to fostering a positive dialogue with the community.

Sincerely,
Matthew Nelson
CEO, Burn Bright LLC
BurnBright2022@gmail.com
+1(774)400-5965

SEP 29 2025

PETITION

We, the undersigned residents of Ward 1, are petitioning the Holyoke City Council to raise concerns regarding the crosswalk at the intersection of Chestnut Street and Lyman Street. This crosswalk has been identified as a hazardous area for individuals with disabilities and pedestrians in general. Key issues include a blind spot for drivers approaching the intersection and the absence of a sign, which could contribute to dangerous situations. We kindly request an evaluation by the City Council to address these safety concerns and improve conditions for all users of this crosswalk. Your attention to this matter is greatly appreciated.

Print Name:	Signature:	Holyoke Street Address:
✓ Gloria Laureano	Gloria Laureano	41 Chestnut St apt 507
✓ Sofia Santiago	Sofia Santiago	41 Chestnut St. apt 302
✓ Maria E. Rodriguez	Maria E. Rodriguez	41 Chestnut St apt 502
✓ Vanessa Rodriguez	Vanessa Rodriguez	41 Chestnut apt 502
✓ Delio Diaz JR	Delio Diaz	41 Chestnut 508
✓ Hilda R. Sepulveda	Hilda R. Sepulveda	41 Chestnut St. 570
✓ Rafael Correa	Rafael Correa	41 Chestnut St. 510
✓ Mercedes Diaz	Mercedes Diaz	41 Chestnut St. 508
✓ Delio Diaz	Delio Diaz	41 Chestnut St 508
✓ Rosa Gonzalez	Rosa Gonzalez	41 Chestnut St 513

SEP 29 2025

Holyoke City Co
Holyoke, MA
West Street

✓

PETITION

SEP 29 2025

We, the undersigned residents of Ward 1, are petitioning the Holyoke City Council to raise concerns regarding the crosswalk at the intersection of Chestnut Street and Lyman Street. This crosswalk has been identified as a hazardous area for individuals with disabilities and pedestrians in general. Key issues include a blind spot for drivers approaching the intersection and the absence of a sign, which could contribute to dangerous situations. We kindly request an evaluation by the City Council to address these safety concerns and improve conditions for all users of this crosswalk. Your attention to this matter is greatly appreciated.

Print Name:	Signature:	Holyoke Street Address:
Sofia Bermúdez care giver	Sofia Bermúdez	41 Chestnut St Apt 713 Holyoke, MA 01040
Sandra Roman	Sandra Roman	41 Chestnut St Apt 313
Edmund S. Szymonik	Edmund Szymonik	41 Chestnut St
Frances A. Szymonik	Frances Szymonik	41 Chestnut St
Jonathan DeTear	Jon DeTear	41 Chestnut St Holyoke MA 01040 APT 701
Eddie A DeTear	Eddie A. DeTear	41 Chestnut St Holyoke MA 01040 APT 701
Barbara Kruszeloski	B. Kruszeloski	41 Chestnut St Apt 613
Domitila Soez		41 Chestnut St. Apt 314
Just L. M. Lutz		41 Chestnut St 41 Chestnut 515
Maria E. Samra		41 Chestnut 303
Maria Rodriguez		41 Chestnut St 511

IN THE YEAR TWO THOUSAND AND TWENTY-FIVE

_____AMENDMENT TO CHAPTER 2 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE TO ESTABLISH THE DEPARTMENT OF ADMINISTRATION AND FINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

SECTION 1. Division 1 entitled "Generally of Article III entitled "Departments" of Chapter 2 entitled "Administration" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended:

BY ADDING THE FOLLOWING LANGUAGE:

Department of Administration and Finance.

Section 2-291

I. Establishment; responsibilities.

A. The Department of Administration and Finance shall be responsible for the overall budgetary, financial, and personnel administration of the City.

B. The Department shall be under the charge and control of the City's Chief Administrative and Financial Officer, herein referred to as the "CAFO."

C. The Department of Administration and Finance, under the direction of the CAFO, shall oversee the Treasurer/Collector Department, Assessors Department, Comptroller Department, Purchasing Department, Human Resources Department and such other departments as may be placed under the direction of the CAFO by the Mayor with the approval of the City Council.

D. Whenever the term "Department of Finance" appears in any general or special law or any ordinance, regulation, contract, or other document with reference to the City of Holyoke, it shall be taken to mean the Department of Administration and Finance of the City of Holyoke.

E. Whenever the term "Chief Financial Officer" appears in any general or special law or any ordinance, regulation, contract, or other document with reference to the City of Holyoke, it shall be taken to mean the Chief Administrative and Financial Officer of the City of Holyoke.

II. Responsibilities and Duties.

A. The Department of Administration and Finance, under the direction and management of the CAFO, shall be responsible for the overall budgetary and financial administration of the City, including:

- (1) Coordination, administration, and supervision of all financial departments, services and activities as allowed under the Charter, ordinances and state and federal law;
- (2) Assistance in all matters related to municipal financial affairs;
- (3) Implementation and maintenance of uniform systems, controls, and procedures for all financial activities in all departments, boards, commissions, agencies, and other units of City government, the operations of which have a financial impact upon the general fund and enterprise funds of the City, and including, but not limited to, maintenance of all financial and accounting data and records;
- (4) Implementation and maintenance of uniform financial data processing capabilities for all departments;
- (5) Supervision of all financial data processing activities;
- (6) Implementation and maintenance of uniform budget guidelines and procedures;
- (7) Assistance in development and preparation of all department budgets and spending plans;
- (8) Review of all proposed contracts, licenses, and obligations with a term in excess of thirty days
- (9) Monitoring of the expenditure of all funds, including periodic reporting by and to appropriate agencies of the status of accounts; and
- (10) Review of the spending plan for each department as provided herein.

B. In all cases where the duty is not expressly charged to any other department or office, it shall be the duty of the CAFO, under the auspices of the Department of Administration and Finance, to promote, secure, and preserve the financial interests of the City.

C. All department budgets and requests for budget transfers shall be submitted to the CAFO for review and recommendation by the Department of Administration and Finance prior to submission to the Mayor and City Council as appropriate.

D. For each and every proposed appropriation order, and with respect to any proposed City Council vote necessary to effectuate a financial transfer, ordinance revision, or special legislation which may require the expenditure of funds or otherwise financially obligate the City for a period in excess of one year, or with respect to a vote to

authorize a borrowing pursuant to a provision of law other than MGL c. 44, § 4, 6 or 6A, the CAFO shall, if it be the case, submit in writing to the Mayor and City Council a certification that is the CAFO's professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support such proposed expenditures or obligations without a detrimental impact on the continuous provision of the existing level of municipal services. If the CAFO fails to provide a certification as aforementioned within seven (7) business days of a request for such certification from the City Council or Mayor, such appropriation order, financial transfer, ordinance revision, special legislation, or borrowing authorization may nonetheless be approved by a two-thirds majority of all the members of the City Council, but the absence of the certification of the CAFO shall be expressly noted in such order or vote.

III. Financial Information.

A. The CAFO shall provide the City Council in writing an assessment, analysis or other financial information justifying approval, whenever the City Council shall be requested to approve any of the following:

- (1) An expenditure which is or may be in excess of an appropriation;
- (2) A condition where an allotment is or may be exceeded;
- (3) A certification of the CAFO that the City's financial resources and revenues are and will continue to be adequate to support a proposed expenditure or obligation pursuant to the terms set forth in this article; or
- (4) Any actions with respect to temporary or permanent indebtedness.

B. With respect to any year in which a loan remains outstanding, on or before July 1, the CAFO shall submit to the State Director of Accounts (Director) a pro-forma tax rate recapitulation for the following fiscal year. The Director shall ascertain whether the City budget for that fiscal year contains reasonable revenues from taxation and other sources to meet the appropriations and other amounts required by law to be raised under MGL c. 59, § 23, and the Director shall report their conclusion to the Commissioner of Revenue.

C. With respect to any such year, upon submission of the annual tax rate recapitulation, the Director shall also ascertain whether the City budget for that fiscal year contains reasonable revenues from taxation and other sources to meet the appropriations and other amounts required by law to be raised under MGL c. 59, § 23, and the Director shall report their conclusion to the Commissioner. If the Commissioner determines that the City budget as presented on the pro-forma or annual tax rate recapitulation would not permit certification of the tax rate for the applicable fiscal year, they shall certify this determination in writing and provide notice of this determination with a copy of the certificate to the Secretary of Administration and Finance.

IV. Requests for information from School Department.

A. The CAFO and the Director of Internal Audit shall make reasonable efforts to comply with all reasonable requests of the School Department to provide information relating to the operation of the School Department held within the authority or control of their offices.

B. If the CAFO, the Director of Internal Audit, or any employee thereof refuses to provide such information or engages in unreasonable delay, the School Department shall notify the Mayor and School Committee that the CAFO, Director of Internal Audit, or other employee has not made a good faith effort to provide said information in a timely manner. The Mayor and School Committee shall, within a reasonable time but no longer than thirty (30) calendar days, with the possibility of an extension, make a determination that any such information shall be provided to the School Department, which shall be binding upon the CAFO, the Director of Internal Audit, and the School Department. Nothing in this subsection shall abrogate any of the other powers or duties of the School Committee under Chapter 71 of the General Laws.

V. Composition of financial activities.

A. The Department of Administration and Finance shall consist of the CAFO and such other personnel as from time to time may be approved by the City Council and Mayor for the proper execution and fulfillment of his/her duties and responsibilities.

B. The CAFO shall be responsible for overseeing and coordinating the work and administrative activities of those employees in the departments reporting to them, as well as those positions and departments placed under the direction of the CAFO by the Mayor.

C. All City departments, employees, officials, boards, commissions, agencies, and other units of City government, including the School Department, shall cooperate with the CAFO in the performance of their duties under this article. They shall furnish any information or other records requested by the CAFO within a reasonable period of time but no longer than thirty (30) calendar days, with the possibility of an extension, except as otherwise prohibited by law. Any official who intentionally violates the provisions of this article by failing to cooperate with the CAFO may be subject to appropriate discipline. The Mayor shall have exclusive disciplinary authority hereunder unless otherwise disclosed by the Mayor who may transfer said authority to the CAFO so long as the transfer is in a writing available to the public. For the purposes of this article, the word "official" shall mean a chair, head or employee of a City department, board, commission, or committee, temporary or acting, but shall not be construed to include the Mayor or the members of the City Council or School Committee.

VI. Consolidation of financial activities.

A. All City financial activities shall be consolidated and transferred to the appropriate department under the City Charter or ordinance as established by the City Council subject to the provisions of the Charter. For purposes of this article, the phrase "financial activities" shall mean all duties, responsibilities, tasks, jobs, or employment positions within or assigned to any City department, board, commission, agency, or other

unit of City government which substantially involve one or more of the following: accounting, auditing, billing, borrowing or leasing, budgeting, collecting, data processing, payroll, and payments. The CAFO shall further review and reevaluate the financial activities of the City and make recommendations to the Mayor and City Council for their approval for such additional consolidations or transfers of financial activities as appropriate to promote the fiscal stability of the City.

B. To the extent that personnel performing financial activities as defined herein devote all or a substantial portion of their employment activities to matters related primarily to a particular department, board, commission, agency, or other unit of City government, and such personnel are not paid from, or their employment expenses not charged to, the appropriation of such department, board, commission, agency, or other unit of City government, the CAFO is authorized to and shall devise a reasonable "charge-back" system so as to provide for the recovery from the appropriation of such department, board, commission, agency or other unit of City government of the full employment expenses of the aforementioned personnel.

VII. Stabilization funds.

A. The City shall maintain all stabilization and reserve funds required by ordinance and state law.

VIII. Expenditures in excess of appropriations; personal liability.

No official of the City, except in the case of all emergency involving the health or safety of the people or their property, shall intentionally expend in any fiscal year any sum in excess of such official's departmental appropriation duly made in accordance with law, nor commit the City to any obligation for the future payment of money in excess of such appropriations. Any official who intentionally violates this section may be personally liable to the City for any amounts expended in excess of all appropriation to the extent that the City does not recover such amounts from the person or persons to whom such sums were paid. The Trial Court of the Commonwealth or a single justice of the Supreme Judicial Court shall have jurisdiction to adjudicate claims brought by the City hereunder and to order such relief as the Court may find appropriate to prevent further violations of this section. Any official who violates the provisions of this section shall be subject to removal. For purposes of this section, the word "official" shall mean a City department head, temporary or acting, and all municipal boards, committees, and commissions which recommend, authorize, or approve the expenditure of funds. However, the word "official" shall not be construed to mean the Mayor or the members of the City Council or School Committee.

Section 2-292 - Chief Administration and Financial Officer.

I. Appointment, removal, term, qualifications, and requirements of CAFO.

A. The Chief Administrative and Financial Officer shall report to and be under the direction of the Mayor. The Mayor shall appoint, subject to confirmation by a majority of the City Council, the CAFO for a term of not

more than three years. Before entering upon the duties of the office, the person shall be sworn to faithfully discharge the duties thereof by the Clerk of the City of Holyoke.

B. The CAFO shall be appointed solely on the basis of administrative and executive qualifications, and shall be especially fitted by education, training, and seven to ten years' previous successful senior level financial management experience to perform the duties of the office and shall hold no less than a bachelor's degree in a financially related field from an accredited college or university. A master's degree in business administration, accounting or finance degree preferred.

C. Under the policy direction of the Mayor, the CAFO shall function with considerable independence and be directly accountable for his or her actions. The CAFO shall be sufficiently bonded.

D. The CAFO need not be a resident of the City or Commonwealth when appointed, but shall become a resident of the City no later than the end of the first contract term to the extent required by law. In the event of a failure to become a resident of the City within two years after appointment, an extension may be granted by a majority of the City Council.

E. The CAFO may be removed for cause by the Mayor subject to the approval of the City Council. Such removal shall be approved by a two-thirds majority of all the members of the City Council. Prior to any vote of the Council, the CAFO may request to be heard in an executive session and upon request, the President of the City Council shall schedule an executive session that shall exclude the Mayor. Said executive session shall take place on a date other than one already scheduled for a regular or special Council meeting.

II. Selection of CAFO.

A. When the office of the CAFO is vacant or will become vacant, the Mayor shall initiate the selection process by giving notice of ~~his/her~~ intent to establish a "screening committee" to review applicants for the position. The Mayor shall send a copy of the notice to each agency or officer responsible for appointing persons to serve on the screening committee.

B. The Mayor shall appoint a screening committee no later than 21 days after sending the notice. No screening committee is required if the Mayor reappoints an incumbent CAFO.

C. The screening committee shall consist of seven members. The City Council shall appoint two persons, and Director of Internal Audit shall appoint one person to serve on the screening committee. The Mayor shall appoint four other members to the screening committee, two of whom shall have expertise in municipal management specifically in the areas of finance and/or personnel

management.

D. The screening committee shall recommend to the Mayor the names of not less than two nor more than five candidates whom it believes to be best suited to perform the duties of the CAFO. If the screening committee determines that there are not at least two candidates qualified to perform the duties of CAFO, the screening committee shall report to the Mayor that it is unable to complete its assigned task. In that event, the Mayor shall direct the screening committee to reopen the search.

E. In the absence of a Chief Administrative and Financial Officer, or while the process of appointing a CAFO is proceeding, the Mayor may appoint an Acting CAFO for a term of no more than 60 days.

III. Powers and duties of CAFO; violations and penalties.

A. The CAFO shall cause the laws of the Commonwealth and the ordinances, orders, and regulations of the City to be executed and enforced by the officers under the direction of the CAFO. The CAFO shall exercise and have direct responsibility for the organization, administration and management of the following:

- (1) Coordination, administration, and supervision of all financial services and activities as set out by ordinance, charter, or state and federal law;
- (2) Assistance in all matters related to municipal financial affairs;
- (3) Implementation and maintenance of uniform systems, controls, and procedures for all financial activities in all departments, boards, commissions, agencies, or other units of City government, the operations of which have a financial impact upon the general fund and enterprise funds of the City, and including, but not limited to, maintenance of all financial and accounting data and records;
- (4) Implementation and maintenance of uniform financial data processing capabilities for all departments;
- (5) Supervision of all financial and information technology and data processing activities; overseeing all management information systems; making recommendations for improvements and implementation of appropriate policies;
- (6) Implementation and maintenance of uniform budget guidelines and procedures.
- (7) Direction, guidance and assistance in development and preparation of all department budgets and spending plans; establishing and overseeing budget processes from developing instructions and setting deadlines to providing recommendations.
- (8) Coordination of the development of strategic financial goals;

(9) Review and approval of all proposed contracts and obligations with a term in excess of one year;

(10) Monitoring of the expenditure of all funds, including periodic reporting by and to appropriate agencies on the status of accounts;

(11) Review of the spending plan for each department; reviewing all revenues collected and making recommendations concerning fees, charges, enterprise fund rates as well as new sources of revenue;

(12) Providing for the allotment of funds on a periodic basis as provided for in this article.

B. In all cases where the duty is not expressly charged to any other department or office, it shall be the duty of the CAFO to promote, secure, and preserve the financial interests of the City.

C. All department budgets and requests for budget transfers shall be submitted to the CAFO for review and recommendation before submission to the Mayor and City Council as appropriate. For each proposed appropriation order, and with respect to any proposed City Council vote necessary to effectuate a financial transfer, ordinance revision, or special legislation which may require the expenditure of funds or otherwise financially obligate the City for a period in excess of one year, or with respect to a vote to authorize a borrowing pursuant to a provision of law other than MGL c. 44, § 4, 6, or 6A, the CAFO shall, if it be the case, submit in writing to the Mayor and City Council a certification that it is the CAFO's professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support such proposed expenditures or obligations without a detrimental impact on the continuous provision of the existing level of municipal services.

D. If the CAFO fails to provide the certification in Subsection C above within seven (7) business days after a request for such certification from the City Council or Mayor, the appropriation order, financial transfer, ordinance revision, or borrowing authorization may nonetheless be approved by a two-thirds majority of all the members of the City Council, but only if the absence of the certification of the CAFO is expressly documented in that order or vote.

E. All departments, officers, boards, commissions, agencies, and other units of the City shall submit budget requests to the Mayor upon the schedule and in the form established by the CAFO.

F. On or before March 30 of each year, the CAFO shall submit to the Mayor and City Council a four-year financial plan and a five-year capital plan that includes all capital needs of the City.

G. The Board of Assessors, Treasurer/Collector, Comptroller, Director of Purchasing, Human Resources Director, and employees performing similar duties

but with different titles shall report to and be under the direction of the CAFO on a day to day basis.

H. The Board of Assessors and Treasurer/Collector shall be appointed by a majority vote of the City Council and may be removed for cause by a two-thirds majority of all the members of the City Council. The Comptroller and Director of Purchasing shall be appointed by the CAFO and approved by the Mayor, subject to confirmation by a majority vote and may be removed for cause by a two-thirds majority of all the members of the City Council upon recommendation of the CAFO.

I. The CAFO shall appoint the Human Resources Director subject to confirmation by the City Council. The CAFO shall supervise the Human Resources Director and assist in all aspects of the City's human resource and employee relations functions, including establishing and maintaining impartial and uniform personnel policies, job classifications, compensation, and benefits. The CAFO will oversee and coordinate budgets for insurance or self-insurance plans, including health, accident, life, and other forms of insurance, including workers' compensation and unemployment compensation.

J. The CAFO shall be responsible for overseeing all aspects of the City's labor- management activities. Working with the Mayor, City Solicitor, and Human Resources Director, the CAFO will provide professional guidance and oversee and coordinate all strategies, negotiations, and settlements regarding collective bargaining, grievance/arbitration, and all matters related to the promotion and maintenance of a harmonious labor-management relationship. The CAFO shall have the final decision-making authority on personnel matters involving the expenditure of funds subject to the final approval of the Mayor.

K. The CAFO shall work in conjunction with the City Solicitor and the City's labor counsel to support all collective bargaining sessions with the unions in the City excluding all school department unions. The CAFO, along with the Mayor, will establish bargaining strategy and assign the members of the bargaining negotiating team. The CAFO shall cost out every bargaining proposal for both sides to determine if proposals are sustainable. Before any agreement is reached between the City and any City union, there must be consent of the CAFO before the Mayor shall be allowed to agree to the proposal. The CAFO is expected to attend all City Council meetings and committee meetings to explain their reasoning for supporting a final proposal. No agreement will be considered to have final approval until a vote of the City Council approving the appropriation needed for any agreement.

L. In the event there is a dispute between the Mayor and CAFO and both parties are unable to resolve the matter, the City Council President shall meet with the parties to review the matter and make a recommendation to both parties. The CAFO and the Mayor agree to accept the recommendation of the City Council President provided it is not in violation of any state, local, or federal law. Should

an agreement not be reached, the matter shall be decided in an executive session of the City Council by a two-thirds majority of all its members.

M. The CAFO shall not assume the duties or responsibilities of any position appointed by the City Council. The CAFO shall provide their full efforts to the position and shall not hold any elective office or engage in any other business or occupation.

N. If the CAFO finds, after receiving such information and report from the Director of Internal Audit or other appointee of the City Council, and after notice and opportunity for hearing, that an officer or employee of any unit of City government has refused information or access to the office of the Director of Internal Audit or other appointee of the City Council, or knowingly or through neglect provided false information to the Director, the officer or employee shall be individually and personally subject to a civil fine of \$300 per violation, per day, until the violation is cured. This fine shall be payable to the general fund of the City.

O. The CAFO and all of their appointees and/or reports shall be subject to the Charter and all the ordinances of the City of Holyoke. The CAFO shall at the request of the City Council give it such information in writing as it may require in relation to any matter, act or thing connected with his/her office or employment or with the discharge of the duties thereof.

Section 2-293 - Comptroller.

I. Appointment and term; oath; qualifications.

A. There shall be in the City the Office of Comptroller. The Office of Comptroller will be part of the Department of Administration and Finance. The Chief Administrative and Financial Officer shall appoint, with the confirmation of the City Council and approval of the Mayor, a Comptroller a term up to but not exceeding three years, solely on the basis of administrative and executive qualifications. The Comptroller shall report to and be under the direction of the Chief Administrative and Financial Officer, who may recommend removal of the Comptroller for cause. Such removal shall be approved by a two-thirds majority of all the members of the City Council. The CAFO may also serve as the Comptroller. In the event the CAFO also serves as Comptroller then they shall not require further confirmation by the City Council. Prior to the appointment of any Comptroller, the CAFO shall make an evaluation to determine if the position is warranted on a full-time, regular basis or if the position should be consolidated under the duties of the CAFO.

B. The person appointed Comptroller shall be qualified to hold or obtain certification as a public accountant, management accountant, government financial officer, or government accountant. Such certification shall be obtained during their first contract term. They shall have sufficient accounting experience and shall be a graduate of an accredited college or university, with a degree in accounting, or business administration.

They shall be especially suited by education, training, and experience to perform the duties of the office.

II. Annual review of Comptroller.

The Comptroller shall present his/her annual goals to the Chief Administrative and Financial Officer by January of each year.

III. Access to books and documents.

The Comptroller shall, so far as may be necessary for the proper performance of their duties, have access to all books, documents, and vouchers in the possession of any party whose accounts they are authorized to examine, and which relate to such accounts.

IV. Books of accounts.

The Comptroller shall keep proper books of accounts in which they shall charge against their appropriations all claims approved by them, and shall keep such other accounts as they may deem advisable.

V. Powers and duties of Comptroller.

A. The Comptroller shall have the powers and duties of a City Auditor under MGL c. 41, §§ 51 to 54A, inclusive. MGL c. 41, § 50, shall also apply to the Comptroller to the extent that it does not conflict with the duties of the Director of Internal Audit under Section 2-131, and this article and other duties and powers as provided herein.

B. The Comptroller shall have the authority to hire, fire, discipline, and manage personnel under the Comptroller's direction. Employees of the Comptroller's Office shall be especially fitted by education, training and experience to assist in the performance of the duties of the office.

VI. Transfer of accounts.

The Comptroller may transfer from the accounts of any department any funding not projected to be necessary due to position vacancies or operating efficiencies developed during a fiscal year. This transfer shall be into a central holding account which shall expire on June 30 of each fiscal year. If a vacant position is filled after such a transfer, the Comptroller may reverse the portion of the transfer associated with that position to ensure sufficient funding in the relevant department.

VII. Requests for information; annual reporting.

A. The Comptroller shall provide an oral or written assessment, or both, as the City Council may request, of the current and future financial impact of the cost of any proposed appropriation order, lease arrangement for a term in excess of thirty days, collective bargaining agreement, or borrowing authorization, particularly, but not limited to, as such cost item would relate to the continuous provision of the existing level of municipal services.

B. To the extent reasonable, this assessment shall include such analysis or other

information of a financial nature as is necessary to justify the approval of the City Council. The Comptroller shall provide this assessment and analysis as the Comptroller's professional opinion and the Comptroller shall not be obliged to represent the position of the Mayor or the Chief Administrative and Financial Officer.

VIII Notice of exhaustion of appropriation.

Whenever any appropriation for any department has been exhausted, it shall be the duty of the Comptroller to notify the Chief Administrative and Financial Officer and head of such department of the fact in writing, and thereafter no further liability shall be incurred by the department until an additional appropriation has been made therefor.

IX Capital projects.

A. No funds may be expended for any capital project except from funds specifically appropriated for such project. In the case of any project which is recommended by the Board of Public Works, the initial appropriation, therefore shall not exceed the estimate furnished to the City Council by such board; but nothing in this section shall prevent the City Council from making subsequent additional appropriations for such project upon the recommendation of the Chief Administrative and Financial Officer.

B. No funds appropriated for any capital project may be expended for any other project not included in the appropriation order. On completion of each project for which an appropriation was granted, any unexpended funds shall revert to the account from which they were originally appropriated.

C. The terms "capital project" and "project," as used in this section, mean any project for which bond funds may be expended under the laws of the Commonwealth. Appropriations to any such capital project may be made from bond funds, from the General Fund, or may be included in the annual budget. All departments performing work subject to this section shall keep their accounts for such work in accordance with procedures prescribed by the Comptroller.

X Custody of contracts.

The original copy of all written contracts shall be deposited with the Comptroller and one copy with the City Clerk within one week after their execution; and the City Clerk shall keep the contract or copy on file, open to public inspection during business hours and made available electronically on the city website at all times.

XI Contracts exceeding \$25,000.

In all cases where the amount of any contract made with the City shall exceed \$25,000, the contract shall be in writing, shall be approved by the Comptroller as to available appropriation, and shall be signed by the Mayor and a majority of the committee, commission, or board in charge of the work on the part of the City, and after being signed by the parties, no such contract shall be altered in any particular unless a majority of such committee, commission, or board shall signify their assent thereto in writing, under their respective signatures, indorsed on such contract, and approved by the Mayor.

XII Approval of claims.

No claim shall be paid by the Treasurer/Collector unless it shall have been approved by the City Comptroller.

XIII Mayor's order required for payment of claims.

No money shall be drawn out of the City Treasury without the written order of the Mayor. The Mayor, and in case of his absence or inability, the acting Mayor, is authorized to draw orders on the Treasurer/Collector for the payment of all accounts and claims allowed and certified by the City Comptroller.

XIV Department heads to certify and forward bills to Comptroller.

Heads of departments shall certify to the correctness of all bills incurred by them and, after approval thereof by the committee, commission, or board authorized to approve their department expenditures, shall forward the same without delay to the Comptroller not later than the fourth day of each month.

XV Filing of claims with Comptroller; transmission to Collector.

All departments of the City government shall file with the Comptroller itemized bills, duly approved, of all claims as they become due the City in the several departments, giving full names and addresses of the debtor. The Comptroller shall examine and record such claims and transmit them to the City Collector for collection.

XVI Claims uncollectible by Treasurer/ Collector.

Copies of all claims which the Treasurer/ Collector refers to the City Solicitor shall be filed with the Comptroller.

XVII Payroll.

Sec. 2-315. – Further clarification of the scope of the Comptroller.

No employee of any department of the city including but not limited to the police department, fire department, and department of public works shall perform a payroll function without the express approval of the Comptroller and CAFO. These functions are reserved to the Department of Administration and Finance. The Comptroller and CAFO shall ensure the uniform and effective administration of payroll under standardized and generally acceptable practices that protect the fiscal integrity of the city resources.

XVIII Subject to the City Charter and Ordinances.

The Comptroller shall be subject to the Charter and all the ordinances of the City of Holyoke. The Comptroller shall at the request of the City Council give it such information in writing as it may require in relation to any matter, act or thing connected with the office or employment or with the discharge of the duties thereof.

BY STRIKING THE FOLLOWING SECTIONS IN THEIR ENTIRETY:

Section 2-101 Bond; Section 2-102 Duties generally; Section 2-103 Collection of Assessments, Claims and Demands Section 2-104; Keeping account with collector of taxes; Section 2-105 Sufficiency of appropriation for payment of draft or order; Section 2-106 Custody of bonds of officials; Section 2-107 Statements and reports to City Council; Section 2-108 Deposits for care of burial places – generally; Section 2-109 Same-Filing of instrument declaring purpose of which funds to be applied; Section 2-110 Same-Collection of income; investments; Section 2-11 Same-Distribution of income from deposits; Section 2-112 Same-Responsibility for funds; enforcing proper expenditure of income; Section 2-113 Assistant City Treasurer – appointment and term.

BY REPLACING THE STRICKEN SECTIONS WITH THE FOLLOWING:

SECTION 2. Division 3 entitled "Treasurer/Collector" of Article III entitled "Officers and Employees generally of Chapter 2 entitled "Administration shall be amended as follows:

Section 2-101-Treasurer and Collector of Taxes.

I Appointment and term; oath; qualifications

A. The present Treasurer/Collector shall hold their office during the term for which they are appointed.

B. During the month of January and each third year thereafter, and whenever a vacancy may occur, the City Council shall appoint by majority vote, a Treasurer/Collector, and the incumbent Treasurer/Collector shall continue in office for a term of three years from the first day of the current January and until his/her successor is appointed and qualified. The Treasurer/Collector may be reappointed to successive terms.

C. Before entering upon the duties of his/her office, the Treasurer/Collector shall be sworn to the faithful discharge thereof.

D. The person appointed Treasurer/Collector shall be a graduate of an accredited college or university, with a degree in accounting, public administration or business administration. Under special circumstances, relevant education and certification by the Massachusetts Treasurer and Collector Association can be accepted in lieu of a degree.

E. The Treasurer/Collector shall obtain and maintain certification from the Massachusetts Treasurer and Collector Association within (36) thirty-six months.

F. The Treasurer/Collector may be removed upon the recommendation of the CAFO and by a two-thirds majority of all the members of the City Council.

Section 2-102 - Annual review of Treasurer/Collector.

The Treasurer/Collector shall present his/her annual goals to the Chief Administrative and Financial Officer by January of each year. A copy of the final approved goals shall then be provided to the City Council.

Section 2-103 - Duties of Treasurer/Collector.

A. There is hereby established the position of Treasurer and the position of Collector of Taxes. Their duties and responsibilities shall be as set forth in Massachusetts General Laws, as amended, and as said laws may from time to time be amended, including, but not limited to, MGL c. 41, §§ 35 to 43A, and c. 60 inclusive, and in addition thereto, such powers and duties as provided for herein and elsewhere in the City ordinances. Wherever references to "Treasurer" or "City Tax Collector" appear in the ordinances, they are to be construed to mean the "Treasurer/Collector"

B. The Treasurer/Collector shall have the authority to hire, fire, discipline, and manage personnel under the Treasurer/Collector's direction. Employees of the Treasurer/Collector's Office shall be especially fitted by education, training and experience to assist in the performance of the duties of the office.

Section 2-104. Bond; Deposit in Banks; Safe Deposit of Documents; Delivery to Successor.

A. The Treasurer/Collector shall give bond in such sum as the law of the commonwealth shall require, for the faithful performance of the duties of their office. The premium for such bond shall be paid for by the city and such bond shall be put into the custody of the city clerk.

B. As Treasurer, they shall keep their cash balances of all funds, monies, and accounts belonging to or held by the City in trust or otherwise, on deposit in a bank or banks, and such balances shall be deposited at interest so far as is consistent with financial safety. They may, with the approval of the Mayor, call for bids for the deposit of the City's funds for any period, but they shall be under no obligation to accept any bid submitted in response thereto. It shall be the policy of the Treasurer/Collector that City funds shall not be deposited in any bank owing back taxes to the City of Holyoke.

C. As Treasurer/Collector, they shall cause all books, vouchers, papers, and documents under their care and belonging to or held by the City to be deposited and kept in a fireproof vault or safe and shall promptly deliver over to their successor in office all books, vouchers, papers, documents and other property belonging to that office.

Section 2-105. Assistant and deputy

The Treasurer/Collector shall, with the approval of the CAFO and subject to appropriation by the City Council, appoint at any time an Assistant Treasurer/Collector, who shall assist the Treasurer/Collector in the performance of their duties and who shall perform all the duties of that officer in his/her absence. The Assistant Treasurer/Collector shall, when appointed, be sworn to the faithful performance of their duties and shall give a bond to the City in a sum and with surety or sureties approved by the City Council for such faithful performance thereof.

Section 2-106. Care and custody of funds.

As Treasurer/Collector, they shall receive, receipt for, and have the care and custody of all funds and moneys of the City, the care and custody of which is not otherwise provided for by law or ordinance and also of all other funds, moneys, securities, and property which are now or may hereafter be committed to their charge by virtue of any statute or ordinance or by virtue of any gift, devise, bequest, or deposit.

Section 2-107 - Accounts of receipts and expenditures.

The Treasurer/Collector shall keep, in books provided for that purpose, a true and accurate account of all his/her receipts and expenditures, such accounts to conform to the uniform system of accounting approved by the Massachusetts Department of Revenue, and, as nearly as may be without violation of this provision, to the system of accounts kept by the Auditor of Accounts.

Section 2-108 - Payment of drafts, orders and warrant; check signing methods.

A. The Treasurer/Collector shall pay all drafts, orders, and warrants directed to them in accordance with the provisions of these ordinances or of the laws of the commonwealth for the payment of bills, accounts, and claims against the City and shall, on presentation of the evidence of such indebtedness, pay any sum of money due on the principal or interest of any note, bond, or other security of the City or on any execution against the City.

B. The City Treasurer/Collector is authorized, with appropriate security safeguards as established by the Director of Internal Audit and CAFO, to use a check- signing machine and/or an electronic signature for the purpose of affixing their signature to City checks.

Section 2-109 - Collection of rents, assessments, bills, claims, accounts, and demands.

It shall be his/her duty as Treasurer/Collector to collect and receive all rents and assessments which may be due the City, and all bills, claims, accounts, and other demands against all persons indebted to the City, when such bills, claims, accounts, or other demands are duly delivered to them for collection, and the receipt of the Treasurer/Collector shall be deemed the only sufficient and valid discharge of any debt due the City, except as otherwise provided by law or ordinance. For the purpose of such collection, the Treasurer/Collector shall have and is hereby given authority to bring suit or other appropriate legal action in the name of the City.

Section 2-110 - Summary Reports and Monthly Summary.

A The Treasurer/Collector shall file with the City Council a summary of the tax title account, said summary to reflect name, address, and tax outstanding, upon request.

B. The Treasurer/Collector shall file with the City Council a report of deposits and investments of municipal funds, upon request. This report will list transactions, dollar amounts, and banking institutions.

C. The Comptroller and Treasurer/Collector shall file monthly with the City Council, for the City Council meeting held on the third Tuesday of each month a statement of revenue and a statement of expenditures of the City of Holyoke for the previous month.

Section 2-111 - Deposits for care of burial places - Generally.

The Treasurer/Collector may receive, hold, and apply any funds, money, or securities deposited with them as Treasurer/Collector for the preservation, care, improvement, or embellishment of any public or private burial places situated in the city or of burial lots situated in such burial places, in accordance with the provisions of M.G.L.A. c. 114, § 19, or acts supplementary thereto or amendatory thereof.

Section 2-112- Same-Filing of instrument declaring purpose for which funds to be applied.

The depositor shall, at the time of making the deposits provided for in section 2-108, file with the Treasurer/Collector a copy of the instrument which declares the purpose for which the funds, money or securities so deposited is intended to be applied.

Section 2-113 - Collection of income; investments; Distribution of income from deposits; Responsibility for funds; enforcing proper expenditure of income.

A. The Treasurer/Collector shall collect and receive the income from any funds, money, or securities deposited under the provisions of this division, and shall deposit all money received in savings banks of Massachusetts or invest the same in securities in which savings banks of Massachusetts are authorized to invest.

B. The income received from the funds, money, or securities deposited under the provisions of this division shall be paid by the Treasurer/Collector each year to the financial officer of the respective associations in which are situated the burial lots, or burial places, designated by the respective depositors, the same to be expended and applied as directed in the instruments filed by the depositors, and the payment of such money to such officers shall release the city and any officer thereof from any further liability.

C. Neither the city nor any officer thereof shall be responsible for any funds, money, or securities deposited under the provisions of this division except for willful negligence or default, but the Treasurer/Collector may enforce in his/her own name the proper expenditure and application of the incoming arising from such funds, money or securities.

SECTION 3. Division 4 entitled "City Auditor" of Article II entitled "Officers and Employees Generally" in Chapter 2 entitled "Administration" shall be amended as follows:

BY STRIKING THE FOLLOWING SECTIONS IN THEIR ENTIRETY:

Section 2-131 Duties generally; Section 2-132 Notice of exhaustion of appropriation; Section 2-133 Statement of condition of accounts; 2-134 Auditing of accounts of water

department; Section 2-135 Auditing of accounts of Gas & Electric Department; Section 2-136 Assistant City Auditor; Section 2-137 Monthly report of interdepartmental transfer of funds

BY REPLACING THE STRICKEN SECTIONS WITH THE FOLLOWING:

Section 2-131 Director of Internal Audit - Appointment and term; oath; qualifications.

A. The present Auditor shall hold their office during the term for which they have been appointed.

B. During the month of January and each third year thereafter, and whenever a vacancy may occur, the City Council shall appoint by majority vote, a Director of Internal Audit, and the incumbent Director of Internal Audit shall continue in office for a term of three years from the first day of the current January and until their successor is appointed and qualified. The Director of Internal Audit may be reappointed to successive terms.

C. Before entering upon the duties of their office, the Director of Internal Audit shall be sworn to the faithful discharge thereof.

D. The person appointed Director of Internal Audit shall have sufficient finance or auditing experience and shall be a graduate of an accredited college or university, with a bachelor's degree or higher in accounting, finance, or business administration. A certified public accountant preferred. They shall be especially suited by education, training, and experience to perform the duties of the office.

E. The Director of Internal Audit may be removed for cause upon the recommendation of the Mayor, with the approval of the City Council for cause with by a two-thirds majority vote of all the members of the City Council.

F. Annual review of Director of Internal Audit - The Director of Internal Audit shall present their annual goals to the City Council by September 30 of each year. By November 1, the Finance Committee of the City Council shall conduct an annual review of the performance of the Director of Internal Audit, with a report to the full Council by January 1.

Section 2-132. Access to books and documents.

The Director of Internal Audit shall have access to all books, documents, and vouchers in the possession of any City department or any other party whose accounts they are authorized to examine, and which relate to such accounts.

Section 2-133. Duties of Director of Internal Audit.

A. The Director of Internal Audit shall have the powers and duties of a city auditor under MGL c. 41, §§ 50 and 53, inclusive, and in addition thereto, such powers and duties as provided for herein and elsewhere in the City ordinances. Wherever references

to "City Auditor" appear in the ordinances, they are to be construed to mean the "Director of Internal Audit" unless otherwise noted as pertaining to the Comptroller.

B. The Director of Internal Audit shall have the authority to hire, fire, discipline, and manage personnel under the Director's direction.

C. The Director of Internal Audit shall examine or cause to be examined the financial and other records of the City and its departments, including the City retirement system and any other audits or reviews as determined necessary by the Director of Internal Audit. The Director shall conduct or cause to be conducted both financial and performance audits to prevent and detect waste, fraud, and abuse and to improve the efficiency, effectiveness, and quality of public services provided in and by the City. Department heads are encouraged to use the resources of the Director of Internal Audit. The Director of Internal Audit shall serve as an ex-officio member of the Holyoke Retirement Board.

D. The Director of Internal Audit shall, on or before March 30 of each year, propose to the City Council an audit plan for the following fiscal year, which shall be reviewed and accepted by the City Council, subject to modification by majority vote. The audit plan may be filed, considered, modified, and approved in an Executive Session of the City Council if public reviews, consideration, modification, or approval would negatively impact the ability of the Director to execute the audit plan.

E. The Director of Internal Audit shall maintain an ethics and compliance hotline for the City of Holyoke as outlined in Ordinance 2-71. This hotline should be made available to the public and to City employees to enable them to report fraud, waste, and abuse.

F. No employee, officer, board, commission, agency, or other unit of the City government, including the School Department, shall interfere with any audit or review conducted by the Director of Internal Audit or his/her staff.

G. If, during an audit or review, the Director of Internal Audit becomes aware of abuse or illegal acts or indications of such acts, the Director of Internal Audit shall report the irregularities to the appropriate law enforcement authorities, elected officials, and/or state officials.

Section 2-134. Requests for information.

All officers and employees of officers, boards, commissions, agencies, and other units of City government, including the School Department, shall comply with all requests for information or access to system and records by any employee of the Director of Internal Audit acting in an official capacity. If any such officer or employee refuses to provide or engages in unreasonable delay in providing information or access, or knowingly or through neglect provides false or misleading information, the Director of Internal Audit may bring to the Chief Administrative and Financial Officer and/or Mayor an administrative complaint against that employee or officer.

If the Chief Administrative and Finance Officer finds, after notice and opportunity for hearing, that the officer or employee refused information or access to the office of the Director of Internal Audit or knowingly or through neglect provided false information, the employee or officer shall be individually and personally subject to a civil fine of \$300 per violation per day until the violation is cured. This fund shall be payable to the general fund of the City.

Notwithstanding any law, contract or collective bargaining agreement to the contrary, a violation of this section shall be just cause for termination.

Section 2-135. Requests for Information by School Department.

The Director of Internal Audit shall make reasonable efforts to comply with reasonable requests of the School Department to provide any information relating to the operation of the School Department held within the authority or control of the Director of Internal Audit. If the Director of Internal Audit or any employee of the Director refuses to provide such information or engages in unreasonable delay, the School Department shall notify the City Council. The City Council shall, within a reasonable time, make a determination that any such information be provided to the School Department, which shall be binding on the Director of Internal Audit and the School Department. Nothing in this section shall abrogate any of the other powers or duties of the School Committee under Chapter 71 of the General Laws.

Section 2-136. Use of outside firms.

A. The Director of Internal Audit shall ensure that an independent audit of the City is conducted on an annual basis.

B. The Director of Internal Audit, subject to appropriation, may retain the assistance of audit firms and others in the conduct of the work of the Director's office.

Section 2-137. Disability or vacancy in office.

If by reason of illness, absence, or other cause the Director of Internal Audit is temporarily unable to perform the duties of his/her office, the Assistant Director of Internal Audit shall assume said office for a term not to exceed 90 days or until such disability ceases. If a vacancy occurs in the office of Director of Internal Audit, the City Council may appoint an Acting Director of Internal Audit, who shall perform the duties of such office until such vacancy is filled as provided for in these ordinances.

Section 2-138. Legal Counsel to the City Council and Department of Internal Audit.

The Director of Internal Audit shall have the ability to hire outside legal counsel in the event they find it necessary to seek outside advice for the effective administration of the work of the department. In the event that the Director of the Internal Audit finds this is necessary, he or she must make said request for funds to the City Council. The line for contract services will be adequately funded and appropriated by the Mayor in the City Council budget and overseen by the City Council. Similarly, in the event the City

Council finds it necessary to contract with outside counsel, the City Council shall have a contract funds line available for outside legal counsel. Both such requests for funding of outside legal counsel shall only be approved by the City Council after determining there is a conflict which necessitates the need for outside counsel. The approval of such expenditure requires a majority of all the members of the City Council. In the event that additional appropriations for outside legal counsel are needed, the mayor shall not unreasonably withhold such funds.

BY AMENDING THE FOLLOWING SECTION AS FOLLOWS:

2-156 Assistant City Solicitor.

(2) Labor relations/employment. At least one attorney from the law department shall be assigned all labor and employment matters within the city, including collective bargaining negotiations. The city solicitor shall have the authority to contract outside counsel to assist in that regard. The mayor and the CAFO shall both approve of any attorney assigned to any collective bargaining negotiation.

BY DELETING THE FOLLOWING SECTIONS IN THEIR ENTIRETY:

2-311; Established; Qualifications and Term of Personnel Administrator; Section 2-312 Duties of Personnel Administrator; Section 2-313 Authority of Personnel Administrator to require information from departments; Section 2-314 Removal of Personnel Administrator.

BY REPLACING THE STRICKEN SECTIONS WITH THE FOLLOWING:

Sec. 2-311. - Established, qualifications and term of Human Resources Director.

- (a) The present Personnel Director shall hold their office during the term for which they have been appointed.
- (b) There is hereby established in the City of Holyoke the Department of Human Resources, the head of which shall be appointed by the CAFO subject to confirmation by the City Council and shall be known as the Human Resources Director.
- (c) The Human Resources Director shall have a term of office of five years from the date of appointment.
- (d) The Human Resources Director shall have, prior to his the appointment, at least five years' experience as a Human Resources Director, Assistant Human Resources Director, public administrator, business administrator or similar position in a comparable field with knowledge of federal and state wage counseling, hour laws, affirmative action, labor laws, recruitment and compensation in public or business enterprises. The Human Resources Director shall have at least a bachelor's degree in a related subject and preferably a master's degree in a related subject.
- (e) The Human Resources Director shall hold office until their successor has been appointed and sworn in, or until removed for cause.

Sec. 2-312. - Duties of Human Resources Director.

- (a) It shall be the duty of the Human Resources Director, under the direction of the CAFO, to be responsible for providing guidance on human resource policy development and implementation, staff orientation, maintenance of the job evaluation program, coordination of labor relations issues and maintenance of personnel records.
- (b) Responsibilities include the following:
 - (1) Approve job descriptions and maintain the job evaluation system.
 - (2) Analyze salary structure and recommend changes.
 - (3) Approve personnel change of status recommended by department heads, including hires, transfers, promotions, demotions and discharges.
 - (4) Coordinate the hiring process.
 - (5) Establish an employment application, reference referral and search process.
 - (6) Establish an internal job posting process and application process.
 - (7) Establish and maintain an orientation process for all new employees, ensuring that all benefit and tax forms are completed.
 - (8) Establish personnel records for all city employees.
 - (9) Ensure that the city is in compliance with government regulations, such as affirmative action and the Fair Labor Standards Act.
 - (10) Coordinate all benefits such as medical insurance, vacation and sick leave policy, retirement benefits, etc.
 - (11) Ensure that employees are informed about any benefit changes.
 - (12) Serve as primary liaison with insurance carriers and seek alternative bids when appropriate.
 - (13) Establish a disciplinary procedure for employees not covered by collective bargaining agreements.
 - (14) Establish a formal grievance process.
 - (15) Counsel employees individually or in groups regarding personnel issues.
 - (16) Oversee any employee training programs.
 - (17) Assist with labor negotiation strategies and obtain comparative salary/benefit information.
 - (18) Recommend personnel policy changes.
 - (19) Prepare a personnel handbook.

(20) Represent city on personnel issues as appropriate.

(21) The Human Resources Director shall maintain all attendance records and leave balances of all city employees and make them available to all city employees and department heads. The Human Resources Director shall prepare such reports on these records as required by the mayor, the City Council or department heads.

(c) The Human Resources Director shall function at the department head level and report administratively to the CAFO.

Section 2-313. -Authority of Human Resources Director to require information from departments.

The Human Resources Director shall have the power and authority to call upon the head of any department or member thereof to furnish information essential to the proper operation of all functions under this division.

Sec. 2-314. - Removal of Human Resources Director.

The Human Resources Director may be removed for cause by the CAFO, subject to approval of the City Council, upon written notice stating the reasons thereof.

Sec. 2-315. – Further clarification of the scope of the Human Resources Director.

No employee of any department of the city including but not limited to the police department, fire department, and department of public works shall perform a human resource or personnel function without the express approval of the Human Resources Director and CAFO. These functions are reserved to the Department of Administration and Finance. The Human Resources Director and CAFO shall ensure the uniform and effective administration of human resources and personnel functions under standardized and generally acceptable practices that protect the fiscal integrity of the city resources.

BY STRIKING THE FOLLOWING SECTIONS IN THEIR ENTIRETY:

Section 2-331. - Established; appointment and qualifications of Purchasing Director and Assistant Purchasing Director; Section 2-346 Removal of Purchasing Director and Assistant Purchasing Director

BY REPLACING THE STRICKEN SECTIONS WITH THE FOLLOWING:

Section 2-331. - Established; appointment and qualifications of Purchasing Director and Assistant Purchasing Director.

(a) The present Purchasing Director shall hold their office during the term for which they have been appointed.

(b) There is hereby established in the city the department of purchase, the head of which shall be appointed by the CAFO subject to confirmation by the City Council and shall be known as the Purchasing Director. Their term of office shall expire three years from the date of appointment. Subsequent terms of office shall be for a period of four years following the same process as the original appointment. The Purchasing Director shall have had prior to their appointment at least five years' experience as Purchasing Director, Assistant Purchasing Director or similar position in a comparable field such as auditing, engineering, with public or business enterprises which operate on justified requisitions based on stores control with perpetual inventories of stocks on hand. They shall hold office until their successor has been appointed and sworn in, or until removed for cause. The assistant to the Purchasing Director shall be appointed by the mayor with the approval of the Purchasing Director and shall be known as the Assistant Purchasing Director. Their term of office shall expire four years from the date of appointment. Subsequent terms of office shall be for a period of four years. The Assistant Purchasing Director shall have had prior to their appointment at least five years' experience as Assistant Purchasing Director, chief buyer or a similar position in a comparable field such as auditing, engineering, with public or business enterprises which operate on justified requisitions based on stores control with perpetual inventory on hand. They shall hold office until his/her successor has been appointed and sworn in, or until removed for cause.

(c) The Purchasing Director and the Assistant Purchasing Director shall furnish bonds for the faithful performance of their duties, to be approved by the city solicitor, in a sum to be determined by the Director of Internal Audit. In the absence, inability to serve, removal, resignation or death of the Purchasing Director, the Assistant Purchasing Director shall carry out the duties of the Purchasing Director until his/her return or until his/her successor shall have been appointed, said appointment to be for the unexpired term of the Purchasing Director. Before either the Purchasing Director or the Assistant Purchasing Director shall enter upon the duties of his/her respective office, he or she shall swear to the faithful performance thereof.

(d) For the purpose of this division, the Purchasing Director shall perform the duties and responsibilities of the chief procurement officer pursuant to M.G.L.A. c. 30B. The Assistant Purchasing Director shall likewise be bound by the provisions of M.G.L.A. c. 30B.

Sec. 2-346. - Removal of Purchasing Director or Assistant Purchasing Director.

The Purchasing Director and/or the Assistant Purchasing Director may be recommended for removal for cause by the CAFO, subject to the approval of a two-thirds majority of all the members of the City Council.

Section 2-35 entitled “Classification and Compensation Plan” of Chapter 2 entitled “Administration” of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended on April 8, 2021 is further amended as follows:

BY ADDING TO GRADE 13 of the SCHEDULE A CLASSIFICATION AND HIRING SCHEDULE, the position of:

GRADE 13	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Comptroller	\$78,103.00	\$94,583.00	\$111,063.00

BY ADDING TO GRADE 13 of the SCHEDULE A CLASSIFICATION AND HIRING SCHEDULE, the position of:

GRADE 13	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Treasurer/Collector	\$78,103.00	\$94,583.00	\$111,063.00

BY ADDING TO: GRADE 17 of the SCHEDULE A CLASSIFICATION AND HIRING SCHEDULE, the position of:

<u>GRADE 17</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Chief Administrative and Financial Officer	\$115,000.00	\$137,500.00	\$160,000.00

BY AMENDING GRADE 13 TO CHANGE CITY AUDITOR TO DIRECTOR OF INTERNAL AUDIT

BY AMENDING GRADE 10 TO CHANGE PROFESSIONAL ACCOUNTANT TO ASSISTANT DIRECTOR OF INTERNAL AUDIT

BY AMENDING GRADE 11 TO CHANGE PERSONNEL ADMINISTRATOR TO HUMAN RESOURCES DIRECTOR

BY AMENDING GRADE 7 TO CHANGE PERSONNEL ASSISTANT TO HUMAN RESOURCES ASSISTANT

SECTION 4. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 5. This ordinance shall take effect upon its passage.

APPROVED AS TO FORM

Lisa A. Ball
City Solicitor

IN THE YEAR TWO THOUSAND AND TWENTY-FIVE

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF
ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

SECTION 1. Section 86-325 entitled "Schedule IV: Stop Streets" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

ADDING:

Street Stopped	Direction of Travel	Intersection
Fairmont Street	Westerly	Homestead Avenue
Nicholls Drive	Westerly	Homestead Avenue
Philip Drive	Easterly	Homestead Avenue
Fenton Street	Westerly	Homestead Avenue
Arden Street	Westerly	Homestead Avenue
Humeston Slope	Easterly	Homestead Avenue

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM:


Kathleen Degnan
Assistant City Solicitor

IN THE YEAR TWO THOUSAND AND TWENTY-FIVE

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF
ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

SECTION 1. Section 86-325 entitled "Schedule IV: Stop Streets" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

DELETING:

Street Stopped	Direction of Travel	Intersection
Elm Street	Northerly and Southerly	Appleton Street

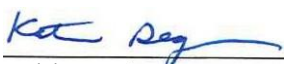
ADDING:

Street Stopped	Direction of Travel	Intersection
Appleton Street	Easterly and Westerly	Elm Street
Cabot Street	Easterly and Westerly	Nick Cosmos Way
Dwight Street	Easterly and Westerly	Pine Street
Elm Street	Southerly	Appleton Street
Sargeant Street	Easterly and Westerly	Commercial Street
Sargeant Street	Easterly and Westerly	Elm Street
Sargeant Street	Easterly and Westerly	Sycamore Street
West Franklin Street	Easterly and Westerly	Linden Street

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM:


Kathleen Degnan
Assistant City Solicitor

IN THE YEAR TWO THOUSAND AND TWENTY-FIVE

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

SECTION 1. Section 86-321 entitled "Schedule I - Parking" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

DELETING:

Location	Side	From	To	Type
Cabot St.		Point in front of 87 Cabot St.	Point 45 feet westerly	15-minute <i>parking</i> 8:00 a.m. to 6:00 p.m. Monday through Saturday
Cabot St.	Both sides	Canal St.	Race St.	Two-hour <i>parking</i> Monday through Saturday 9:00 a.m. to 5:00 p.m.
Cabot St.	Northerly	Westerly side line of South Canal St.	Point 89 feet westerly	No <i>parking</i> any time
Cabot St.	Northerly	Main St.	A point 133 feet easterly	No <i>parking</i>
Cabot St.	Northerly	Main St.	A point 133 feet westerly	No <i>parking</i>
Cabot St.	Southerly	Main St.	A point 25 feet easterly	No <i>parking</i>
Cabot St.	Southerly	Main St.	A point 133 feet westerly	No <i>parking</i>
Cabot St.	Southerly	A point 37 feet east of Main St.	A point 66 feet farther east	Two-hour <i>parking</i> from 9:00 a.m. to 5:00 p.m. Monday—Saturday only
Cabot St.	Southerly	The westerly curbline of Clemente St.	A point 74 feet westerly	No <i>parking</i> any time
Cabot St.	Southerly	Clemente St.	East St.	No <i>parking</i> 6:00 a.m. to 12:00 noon except Sunday
Cabot St.	South	A point 300 feet west of S. Canal St.	A point 60 feet further westerly	30-minute <i>parking</i> 6:00 a.m. to 2:00 p.m.

Cabot St.	South	A point 37 feet east of Main St.	A point 66 feet further east	(3) 30-minute parking 8:00 a.m.—5:00 p.m. Monday—Friday
Race St.	Easterly	Cabot St.	Point 35 feet southerly	No parking any time
Race St.	Easterly	Point 20 feet south of Appleton St.	Point 25 feet southerly	No parking any time
Race St.	Easterly	A point 89 feet northerly of the northeasterly corner of Race and Spring Sts.	A point 91 feet northerly	No parking 7:00 a.m. to 6:00 p.m. Monday through Friday
Race St.	Easterly	A point 150 feet southerly of Appleton St.	A point 80 feet further southerly	No parking except to load or unload
Race St.	East	A point 20 feet south of Cabot St.	A point 18 feet farther south	No parking Tuesday through Wednesday 9:00 a.m. to 2:00 p.m. loading zone
Race St.	East	A point 26 feet north of Cabot St.	A point 42 feet farther north	Handicap parking only (two spaces)
Race St.	Westerly	Cabot St.	Point 40 feet northerly	No parking any time
Race St.	Westerly	Cabot St.	Point 50 feet northerly	No parking

ADDING:

Location	Side	From	To	Type
Cabot Street	Southerly	A point 84 feet east of Race St.	A point 63 feet farther east	No parking any time
Cabot Street	Northerly	A point 84 feet east of Race St.		No parking any time
Cabot Street	Southerly	A point 67 feet west of Main St.		Handicap parking only
Cabot Street	Southerly	A point 46 feet east of Main St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Southerly	A point 46 feet east of Main St.		No parking between the hours of 2 a.m. and 7 a.m.

Cabot Street	Southerly	A point 86 feet east of Main St.		No parking any time
Cabot Street	Northerly	Main St.		No parking any time
Cabot Street	Southerly	Clemente St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Southerly	Clemente St.		No parking between the hours of 2 a.m. and 7 a.m.
Cabot Street	Northerly	Clemente St.		No parking any time
Cabot Street	Northerly	S. East St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Northerly	S. East St.		No parking between the hours of 2 a.m. and 7 a.m.
Cabot Street	Southerly	A point 60 feet east of S. East St.		No parking any time
Cabot Street	Northerly	A point 48 feet east of S. East St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Northerly	A point 48 feet east of S. East St.		No parking between the hours of 2 a.m. and 7 a.m.
Cabot Street	Northerly	A point 86 feet east of S. East St.		No parking any time
Cabot Street	Southerly	A point 49 feet west of S. Bridge St.		Handicap parking only
Cabot Street	Southerly	S. Bridge St.		No parking any time
Cabot Street	Southerly	A point 118 feet east of S. Bridge St.		No parking any time
Cabot Street	Northerly	S. Bridge St.		No parking any time

Cabot Street	Northerly	A point 35 feet east of S. Bridge St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Northerly	A point 35 feet east of S. Bridge St.		No parking between the hours of 2 a.m. and 7 a.m.
Cabot Street	Northerly	A point 119 feet east of S. Bridge St.		No parking any time
Cabot Street	Northerly	A point 50 feet west of S. Summer St.		4-hr parking between the hours of 9 a.m. and 5 p.m.
Cabot Street	Northerly	A point 50 feet west of S. Summer St.		No parking between the hours of 2 a.m. and 7 a.m.
Cabot Street	Northerly	S. Summer St.		No parking any time
Cabot Street	Southerly	A point 35 feet east of S. Summer St.		Handicap parking only
Cabot Street	Southerly	A point 57 feet east of S. Summer St.		No parking any time
Cabot Street	Southerly	A point 117 feet east of S. Summer St.		No parking any time
Cabot Street	Southerly	S. Canal St.		No parking any time
Cabot Street	Northerly	S. Canal St.		No parking any time
Cabot Street	Southerly	S. Canal St.		No parking any time
Race Street	Easterly	A point 50 feet north of Cabot St.		Handicap parking only
Race Street	Easterly	A point 75 feet north of Cabot St.		No parking any time
Race Street	Easterly	A point 209 feet north of Cabot St.		No parking any time
Race Street	Easterly	A point 80 feet south of Spring St.		Handicap parking only

Race Street	Easterly	Spring St.		No parking any time
Race Street	Easterly	A point 72 feet north of Spring St.		No parking any time
Race Street	Easterly	A point 114 feet north of Spring St.		No parking any time
Race Street	Westerly	A point 60 feet north of Spring St.		Handicap parking only

SECTION 2. Section 86-325 entitled "Schedule IV: Stop Streets" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

ADDING:

Street Stopped	Direction of Travel	Intersection
Cabot Street	Northerly and Southerly	Main Street
Main Street	Easterly and Westerly	Cabot Street
S. Bridge Street	Northerly	Cabot Street
Spring Street	Westerly	Race Street

SECTION 3. Section 86-326 entitled "Schedule V: Bus stops" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

DELETING:

Location	Side	From	To: Point
Cabot Street	Southerly	Main St.	50 feet westerly
Cabot Street	Southerly	20 feet easterly of Clemente St.	50 feet easterly
Cabot Street	Southerly	South Bridge St.	50 feet easterly
Cabot Street	Northerly	South Bridge St.	50 feet westerly
Cabot Street	Southerly	Canal St.	50 feet easterly
Cabot Street	Northerly	Canal St.	50 feet westerly

ADDING:

Location	Side	From	To: Point
Cabot Street	Northerly	A point 32 feet west of Main St.	A point 23 feet farther west
Cabot Street	Southerly	A point 32 feet westerly of Main St.	A point 35 feet farther west

Cabot Street	Southerly	A point 60 feet east of S. East St.	A point 25 feet farther east
Cabot Street	Northerly	A point 138 feet east of S. East St.	A point 35 feet farther east
Cabot Street	Southerly	A point 43 feet west of S. Summer St.	A point 35 feet farther west
Cabot Street	Northerly	A point 42 feet west of S. Canal St.	A point 40 feet farther west

SECTION 4. Section 86-331 entitled "Schedule VIII: Lane control signs and street markings" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

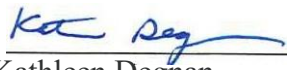
ADDING:

Location	Direction of Approach	Direction of Turn
Cabot St. at Main St.	Northerly	Right lane must turn right
S. Canal St. at Cabot St.	Easterly	Left lane must turn left
N. Canal St. at Cabot St.	Westerly	Left lane must turn left

SECTION 5. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 6. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM:


Kathleen Degnan
Assistant City Solicitor

EASEMENT
ELECTRIC POWER PURPOSES

KNOW ALL MEN BY THESE PRESENTS that the City of Holyoke, of 536 Dwight Street, Holyoke, Hampden County, Massachusetts, in consideration of the sum of **One Dollar (\$1.00)** and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the **Holyoke Gas & Electric Department**, a municipal corporation organized and existing under the laws of Massachusetts, whose address is 99 Suffolk Street, Holyoke, Massachusetts, and to its successors and assigns, an easement forever for a eight (8) foot easement for the City of Holyoke sidewalk as described in Attachment A to be used for the construction, operation and maintenance of electrical equipment related to electric vehicle chargers including, but not limited to, utility poles, conduit, wire, metering, electrical panel boards and communication devices, in, over, upon and across the lands of the Grantor, situated at **144-150 Race Street, Holyoke, Hampden County, Massachusetts**. Said easement shall be on all streets, and the right to enter said ways and land at any time for the above purposes. Also, the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such as electrical equipment, on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electrical equipment, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising the easement herein granted. Grantee agrees to hold grantor harmless for injuries caused by grantees surface mount infrastructure.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition; and provided further by way of illustration and not of limitation to the grant herein made, no portion of the right-of-way shall be excavated or altered without written permission of the Grantee and no building, structure or obstruction shall be located or constructed on said right-of-way by the Grantor, their successors, heirs or assigns.

IN WITNESS WHEREOF, the Grantor has executed this agreement this ____ day of _____ 2025.

Signed, sealed and delivered
in the presence of :

GRANTOR
City of Holyoke

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Joshua A. Garcia, Mayor of the City of Holyoke, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission expires:

NOTARY SEAL



HG&E EV Charger Equipment Easement
Plan Date: 7-15-25
Parcel: 030-06-014



8' Wide Easement

City of Holyoke, Massachusetts
Policy for Designated Handicap Parking Spaces
on Public Streets in Residential Areas

RECEIVED

SEP 25 2025

Holyoke City Clerk's
Office
Holyoke, MA

Rules for Residential HP Usage: handicap parking spaces may be established by the City Council in accordance with Section 86-98(c) of the Code of Ordinances.

1. Handicap Parking cannot be established in areas already restricted as "No Parking" or "Limited Time" parking spots.
2. Handicap Parking shall not be designated when off-street parking is available (driveway, garage or lot).
3. The street must be a Public Way, and the street width must be adequate to allow parking in front of or near the applicant's residence.
4. Handicap parking signs do not exempt a vehicle from other regulations such as snow emergency, street cleaning and/or repair work.
5. Spots established in accordance with this section may be used by anyone with a handicap plate or placard as issued from the Registry of Motor Vehicles. A placard shall not be used by family, friends or other individuals visiting the handicap person. Police may confiscate the HP placard for any violation and the Commonwealth of Massachusetts Registry of Motor vehicles may impose fines if violations occur in use of HP space(s).
6. The City Council shall deny an application under this section if it does not meet the criteria contained herein. The Council may remove any Handicap Parking spaces that it finds are infrequently used or cause a hazard to the motoring and walking public.
7. Handicap Parking spaces established under this section shall be valid for a period which coincides with the applicant's placard or plate. If there is no change in the residence of the individual, a renewal petition shall be submitted to the City Council with a copy of the updated placard. Any change in information will require submission of a new application. Failure to renew will result in the removal of the HP signs and require submission of a new application.
8. When the Handicap Parking space is not longer needed due to the applicant's change of residence or change in eligibility status, the applicant or another household member shall notify the ward councilor in writing within thirty (30) days of this change.
9. Failure to comply with any of the rules will result in fines and penalties as established by City Ordinances for misuse of Handicap Parking spaces.

To apply for a Handicap Parking space near your residence, please submit the following documentation to a city councilor:

1. The completed Residential Handicap Parking application.
2. A photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

APPLICANT'S CERTIFICATION

I am aware that it is my responsibility to properly use a handicap parking plate/placard subject to the rules and regulations of the Commonwealth of Massachusetts Registry of Motor Vehicles; I have read and understand the policy for designated Handicap Parking Spaces on Public Streets in the City of Holyoke. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Zeila Diaz
Applicant's Signature

Zeila Diaz
Print Name

9/22/25
Date

For Office Use Only:

Date order filed with City Council and referred to Ordinance Committee/Handicap Commission _____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance committee recommendation _____

Date City Council approval/disapproval _____

CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

If this application is being completed by someone other than the Disabled person (the Applicant), please list that person's name below (PLEASE PRINT ALL INFORMATION):

Name of Person completing this application

Relationship to Applicant

Applicant's (Disabled Person's) Name Zoila Diaz

Address: 1167 Elm St

Telephone: 413 210 8111 Date of Birth: (mm/dd/yy) 03/21/1969

Handicap Placard/License Plate Number: PL7000058 Expiration Date: 6/21/29

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1.) Is there off-street parking (driveway, parking lot etc.) at your residence? YES ☐ NO ☐

1a.) If there is off-street parking are you allowed to use it? YES ☐ NO ☐

1b.) If you are not allowed to use off-street parking, please explain why:

2.) Explain why you feel that you are in need of Residential Handicap parking in front of/near your home.
(If needed, continue on reverse side or attach additional sheets)

Easier access to get into house through front door.

3.) Do you rent the property where you are residing? YES ☐ NO ☒ **If YES, your landlord will need to sign below.

** I certify that I am the owner of the property or Property Manager at:

Insert address of resident: _____

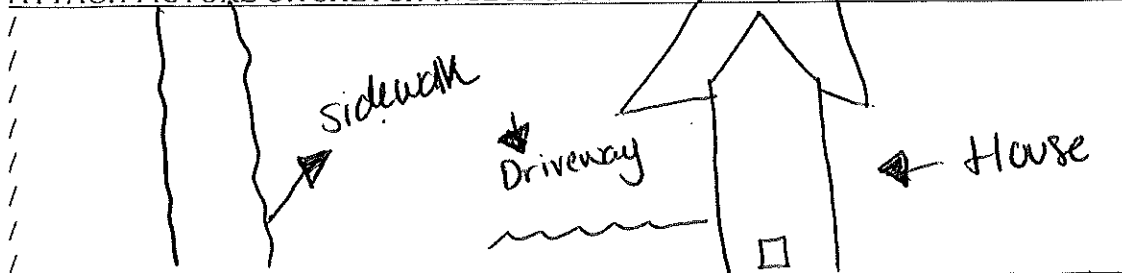
** I further certify that off-street parking (driveway, garage or lot) is not available
To the applicant at this listed address.

Signature of Landlord or Property Manager

Phone

Date

ATTACH PICTURE OR SKETCH INCLUDING DRIVEWAYS, RAMPS AND ENTRANCES



CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name (please print) Zoila Diaz

Applicant's Address 167 Elm St Holyoke MA 01040 Phone 413 2654813

To be Completed by the Holyoke Handicap Commission (HHC):

☐ Received Copy of the Massachusetts Registration and/or Placard

☐ Received Signature of Landlord – if applicable

☐ Site inspection by: _____ Date: _____

☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

HHC Chairperson's Signature: _____ Date: _____

To be Completed by City Council Ordinance Committee:

Reviewed at meeting of Ordinance Committee (date): _____

☐ Recommend Application Approved ☐ Recommend Application Denied – Reason for recommendation

To be Completed by Holyoke City Council

Reviewed at meeting of the Holyoke City Council (date): _____

☐ Application Approved ☐ Application Denied – Reason for Application Denial

Applicant's Certification

I am aware that it is my responsibility to file a complete application. I understand that the application will be returned to me if it is found to be incomplete, illegible, or otherwise not filed in compliance with the instructions. I certify that the information contained herein is true and correct to the best of my knowledge and belief.

Applicant's Signature: Zoila Diaz Date: _____

*Please remember to attach: a photocopy of the car registration if it has handicap number plates authorized by Chapter 90, Section 2 of the Massachusetts General Laws or a photocopy of the Handicap Placard issued to the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

PL7000058

Expires:

06-21-29

Disabled Persons
Parking Identification Placard



Commonwealth of
Massachusetts



City of Holyoke

Request for Appropriation Transfer Within a Classification

Dept. Name Fire

Date 09 / 25 / 25

I hereby respectfully request that the following amounts be transferred *within one* of the following indicated (X) appropriation classifications within my department and as further detailed below:

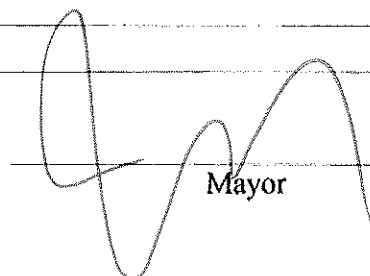
Personal Services X Expenses _____ Capital Outlay _____

Account No.		Account Name	\$ Amount	
Organization	Object		From	To
12201	51103	Fire Captain	(3,663.90)	
12201	51104	Fire Lieutenant	(3,142.74)	
12201	51105	Firefighter	(3,023.69)	
12201	51180	IOD	()	9,830.34
			()	
			()	
			()	
			()	
			()	
			()	
			()	
			()	

Reason for request:

PP #7 To cover injured on duty expenses for this payroll


Head of Department


Mayor

CITY COUNCIL ORDER 10-7-2025
MASS DEPARTMENT OF TRANSPORTATION DONATION

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS DEPARTMENT OF TRANSPORTATION DONATION OF \$73,615 (SEVENTY THREE THOUSAND SIX HUNDRED FIFTEEN AND 00/100)" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said donation. This revenue will be used towards funding to support the All-Way Stop initiative for the seven intersections listed below:

- Dwight St at Pine St
- Sargeant St at Commercial St
- Sargeant St at Elm St
- W Franklin St at Linden St
- Sargeant St at Sycamore St
- Appleton St at Elm St
- Cabot Street at Nick Cosmos Way/Commercial St

Mayor, Joshua Garcia

10/3/2025

Date

City Engineer, Matthew Sokop

Date



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Re: Finance Agenda Items for the 10/7 City Council Meeting

Victoria Houle <houlev@holyoke.org>

Fri, Sep 26, 2025 at 10:23 AM

To: Tanya Wdowiak <wdowiakt@holyoke.org>

In case Matt didn't already forward, below is the information related to approximate cost for the AWSC Projects and I would personally consider this donation.

Hi Matthew,

The total cost of all materials being provided to the City for All-Way Stop is \$73,615.00 for the 7 intersections listed below. This averages out to roughly \$10,500 per intersection being converted.

- Dwight St at Pine St
- Sargeant St at Commercial St
- Sargeant St at Elm St
- W Franklin St at Linden St
- Sargeant St at Sycamore St
- Appleton St at Elm St
- Cabot Street at Nick Cosmos Way/Commercial St

Let me know if you need anything else.

Thanks,

Dakota DelSignore, E.I.T, RSP1

MassDOT | Highway Division | Traffic Safety Section

[Quoted text hidden]

MEMORANDUM OF AGREEMENT ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("**Agreement**") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("**MassDOT**"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("**Municipality**"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("**TWSC**") to all-way stop control ("**AWSC**"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "**Locations**"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "**Sign Materials**"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY

By:  _____
Name: Jordan A. Garcia
Title: Mayor
Date: 7/2/2025



IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1 (LED-ENHANCED)	30"	30"		MUTCD STANDARD		5	RED	WHITE	WHITE
R1-3P	18"	6"		MUTCD STANDARD		5	RED	WHITE	WHITE
W3-1	30"	30"		MUTCD STANDARD		5	YELLOW	RED BLACK	BLACK
W23-2	36"	36"		MUTCD STANDARD		2	YELLOW	BLACK	BLACK

GENERAL NOTES:

**MEMORANDUM OF AGREEMENT
ALL WAY STOP CONTROL (AWSC) PROGRAM**

This Memorandum of Agreement (“**Agreement**”) is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 (“**MassDOT**”), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County (“**Municipality**”). The Municipality and MassDOT are each sometimes referred to individually herein as a “Party”, and collectively as the “Parties.”

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control (“**TWSC**”) to all-way stop control (“**AWSC**”); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the “**Locations**”), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the “**Sign Materials**”); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality’s request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality’s own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT’s procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

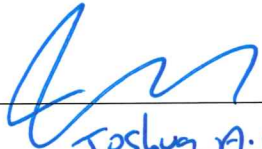
Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

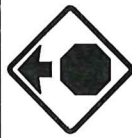
IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY

By:  _____
Name: Joshua A. Gaudin
Title: MAYOR
Date: 7/2/2025

IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1 (LED-ENHANCED)	30"	30"			MUTCD STANDARD	7	RED	WHITE	WHITE
R1-3P	18"	6"			MUTCD STANDARD	7	RED	WHITE	WHITE
W3-1	30"	30"			MUTCD STANDARD	6	YELLOW	RED BLACK	BLACK
W23-2	36"	36"			MUTCD STANDARD	2	YELLOW	BLACK	BLACK

GENERAL NOTES:
SEE SIGN MANUAL FOR MORE DETAILS

MEMORANDUM OF AGREEMENT

ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("**Agreement**") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("**MassDOT**"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("**Municipality**"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("**TWSC**") to all-way stop control ("**AWSC**"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "**Locations**"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "**Sign Materials**"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

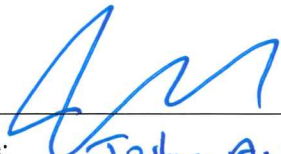
MUNICIPALITY

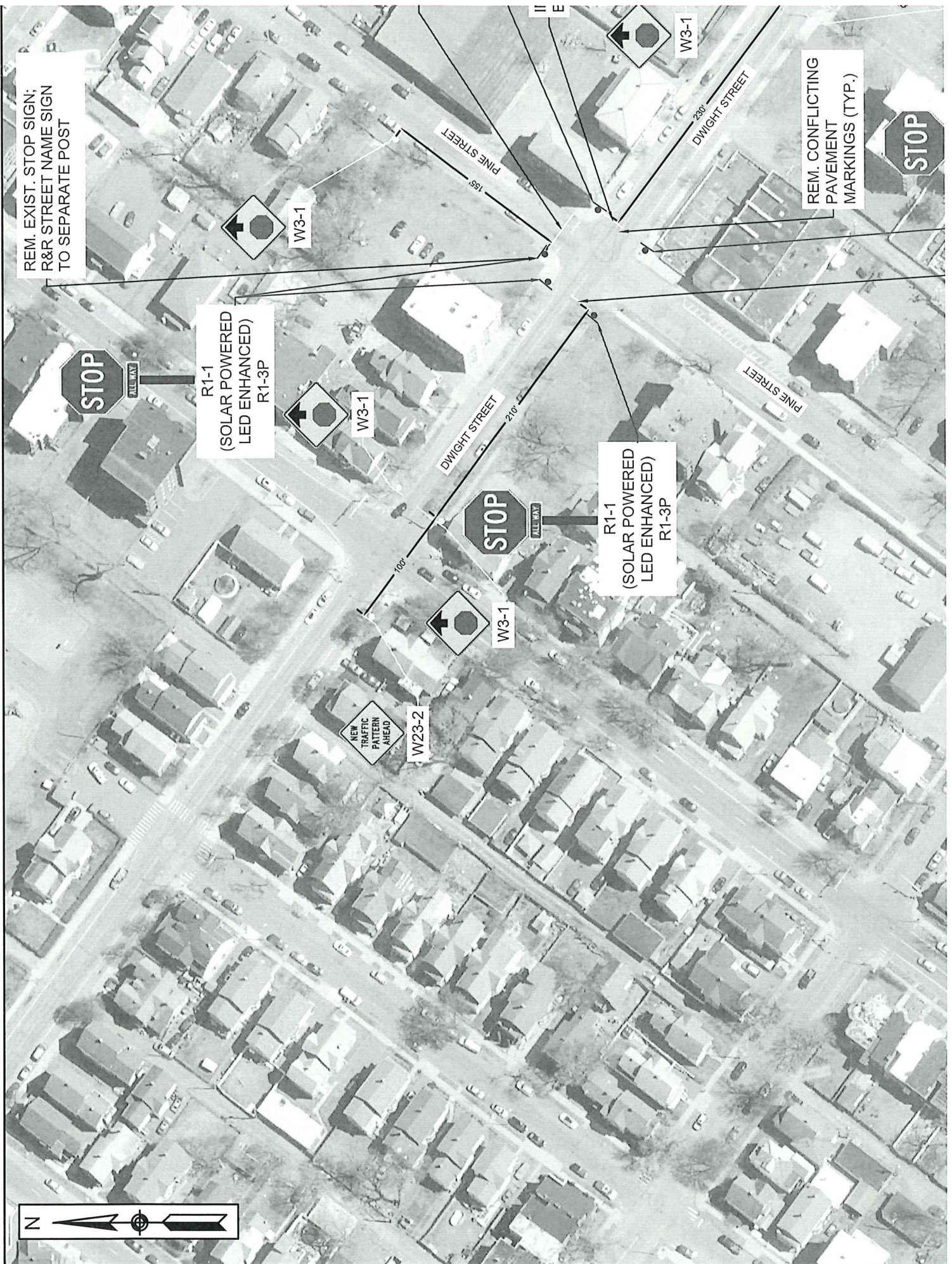
By: _____

Name: _____

Title: _____

Date: _____


Joshua A. Garck
Mayor
7/2/2025



IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1	30"	30"		MUTCD STANDARD		5	RED	WHITE	WHITE
R1-3P	18"	6"		MUTCD STANDARD		5	RED	WHITE	WHITE
W3-1	30"	30"		MUTCD STANDARD		5	YELLOW	RED BLACK	BLACK
W23-2	36"	36"		MUTCD STANDARD		2	YELLOW	BLACK	BLACK

GENERAL NOTES:

MEMORANDUM OF AGREEMENT

ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("**Agreement**") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("**MassDOT**"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("**Municipality**"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("**TWSC**") to all-way stop control ("**AWSC**"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "**Locations**"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "**Sign Materials**"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

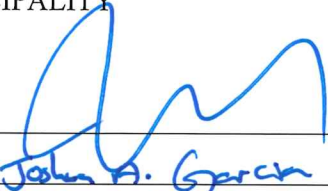
Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

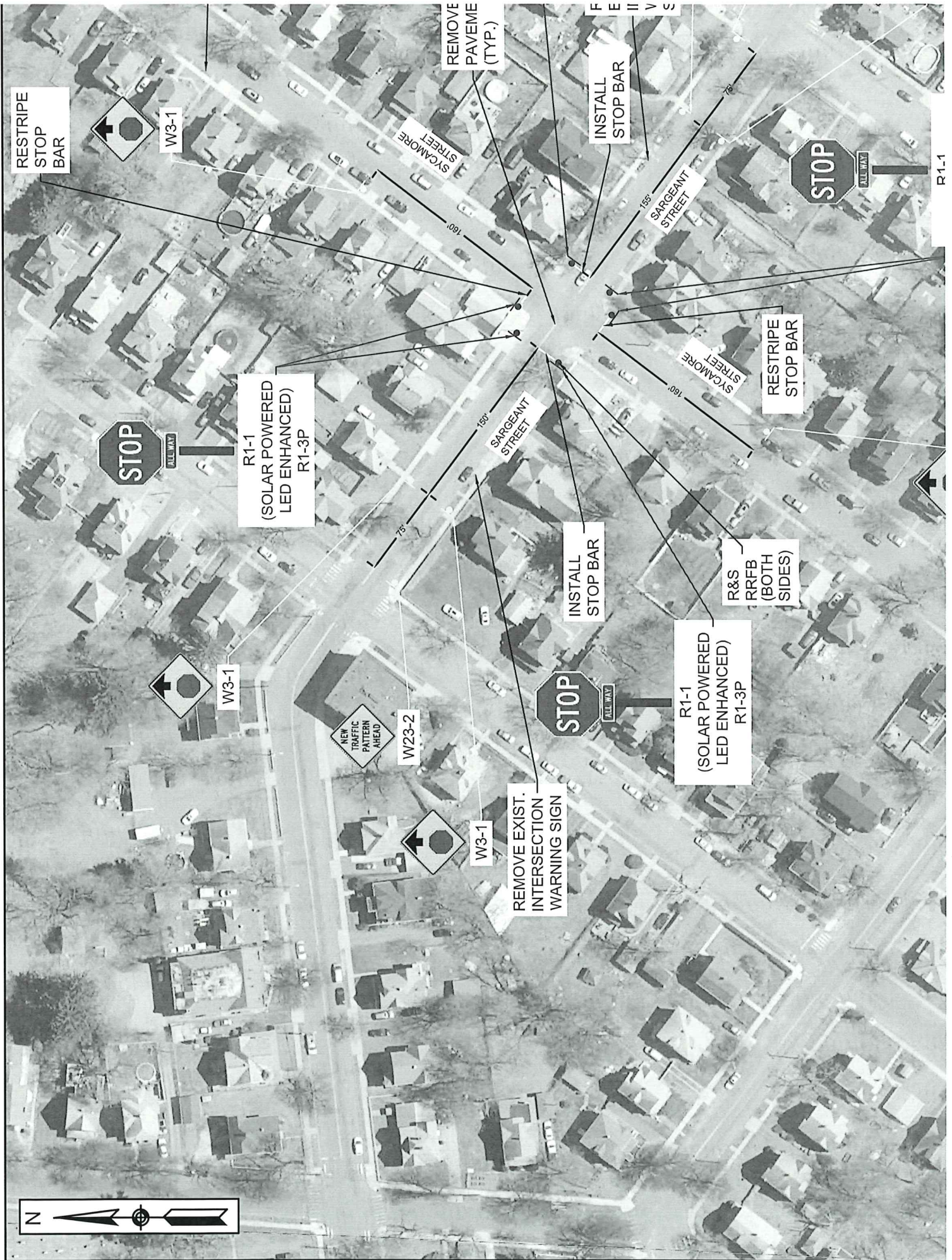
IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY

By:  _____
Name: John A. Garcia
Title: Mayor
Date: 7/2/2025



IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1 (LED ENHANCED)	30"	30"		MUTCD STANDARD		6	RED	WHITE	WHITE
R1-3P	18"	6"		MUTCD STANDARD		6	RED	WHITE	WHITE
W3-1	30"	30"		MUTCD STANDARD		6	YELLOW	RED BLACK	BLACK
W23-2	36"	36"		MUTCD STANDARD		2	YELLOW	BLACK	BLACK

GENERAL NOTES:

MEMORANDUM OF AGREEMENT

ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("**Agreement**") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("**MassDOT**"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("**Municipality**"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("**TWSC**") to all-way stop control ("**AWSC**"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "**Locations**"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "**Sign Materials**"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

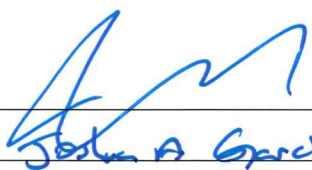
Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY

By:  _____
Name: John A. Gardner
Title: Mayor
Date: 7/2/2025



IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1	30"	30"		MUTCD STANDARD		6	RED	WHITE	WHITE
R1-3P	18"	6"		MUTCD STANDARD		8	RED	WHITE	WHITE
W3-1	30"	30"		MUTCD STANDARD		5	YELLOW	RED BLACK	BLACK
W23-2	36"	36"		MUTCD STANDARD		2	YELLOW	BLACK	BLACK

MEMORANDUM OF AGREEMENT

ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("**Agreement**") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("**MassDOT**"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("**Municipality**"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("**TWSC**") to all-way stop control ("**AWSC**"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "**Locations**"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "**Sign Materials**"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of his Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

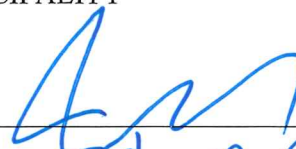
MUNICIPALITY

By: _____

Name: _____

Title: _____

Date: _____


Joshua A. Garcia
Mayor
7/2/2025

IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1 (LED-ENHANCED)	30"	30"			MUTCD STANDARD	4	RED	WHITE	WHITE
R1-1	30"	30"			MUTCD STANDARD	1	RED	WHITE	WHITE
R1-3P	18"	6"			MUTCD STANDARD	5	RED	WHITE	WHITE
W3-1	30"	30"			MUTCD STANDARD	5	YELLOW	RED BLACK	BLACK
W23-2	36"	36"			MUTCD STANDARD	2	YELLOW	BLACK	BLACK

MEMORANDUM OF AGREEMENT ALL WAY STOP CONTROL (AWSC) PROGRAM

This Memorandum of Agreement ("Agreement") is made and entered into this 2nd day of July, 2025, by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, as amended, having its principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 ("MassDOT"), and the CITY/TOWN of Holyoke, a municipal corporation and political subdivision of the Commonwealth of Massachusetts located in Hampden County ("Municipality"). The Municipality and MassDOT are each sometimes referred to individually herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, to enhance pedestrian and driver safety in the Commonwealth of Massachusetts, MassDOT intends to procure sign materials as part of a program to assist municipalities with the conversion certain high-risk intersections on municipally owned roadways from two-way stop control ("TWSC") to all-way stop control ("AWSC"); and

WHEREAS, Municipality desires to convert the intersections(s) identified in Exhibit A (the "Locations"), which are within the geographical jurisdiction of Municipality, from TWSC to AWSC, and has requested that MassDOT provide Municipality with the AWSC sign materials identified in Exhibit B (the "Sign Materials"); and

WHEREAS, MassDOT has confirmed that the Location(s) are eligible for the AWSC materials program and has approved Municipality's request for Sign Materials; and

WHEREAS, Municipality has agreed to install the Sign Materials and convert the Location(s) from TWSC to AWSC at Municipality's own expense; and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Sign Materials as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals in this Agreement are true and correct, and are incorporated herein by reference and made part of this Agreement.
2. **Sign Materials.** MassDOT agrees to provide Municipality with the Sign Materials identified in Exhibit B. MassDOT will fund the entire cost of the Sign Materials, including the cost of delivery to Municipality. Upon delivery, ownership of the Sign Materials will transfer to Municipality.

It is understood and agreed that MassDOT's procurement of the Sign Materials is contingent upon availability and continued appropriation of federal funds, and if for any

reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this Agreement immediately.

3. **Project.** Municipality, at its sole expense, shall convert the Locations from TWSC to AWSC in accordance with Exhibit A and Exhibit B (the “**Project**”). As part of the conversion, Municipality shall install the Sign Materials provided by MassDOT at the location(s) indicated in the Project plans. Aside from the Sign Materials, Municipality shall provide all necessary labor, materials (including pavement marking materials, if applicable), equipment, and other services necessary to complete the Project. Municipality shall also be solely responsible for evaluating the specific site constraints for each Location and providing all necessary temporary traffic control devices and/or police details necessary to safely complete the Project. Traffic control plans, signs, devices, and police details shall conform to the Official Standards of MassDOT. Prior to installation, Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the conversion of the Location(s) to AWSC and for the completion of the Project. Municipality’s failure to comply with any requirement of this paragraph shall constitute a material breach of this Agreement and MassDOT may require Municipality to correct the deficiency at its own expense.

Municipality shall install the Sign Materials and complete the Project within ninety (90) days of their delivery to Municipality. If Municipality fails to install the Sign Materials and complete the Project within the ninety-day period, ownership of the Sign Materials shall revert to MassDOT and Municipality must return the Sign Materials to MassDOT at its sole expense.

Within a week of completing the Project, Municipality shall provide written notice to MassDOT that the Project has been completed. The notice shall include the Project’s completion date. Municipality shall also provide MassDOT with photograph(s) depicting each sign installed pursuant to this Agreement (“**Sign**”) and documentation, in a form acceptable to MassDOT, evidencing each Sign’s location and date of installation.

4. **Operation and Maintenance.** Municipality, at its own expense, shall be solely responsible for the proper operation, maintenance, and repair of the Signs for the duration of the Signs’ useful life. The Signs shall be operated and maintained in accordance with the applicable provisions of the most recent edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) and the Massachusetts Amendments to the MUTCD published by MassDOT. In addition to annual preventative maintenance, Municipality’s maintenance obligation also includes the replacement of major components and miscellaneous parts due to damage or wear and any tree trimming that may be necessary for the proper functioning of a solar-powered Sign. Except for temporary New Traffic Pattern Ahead Signs, Municipality shall not remove or relocate any Sign nor install additional signs (warning or regulatory) with the limits of the Project without receiving

prior written approval from MassDOT. Temporary New Traffic Pattern Ahead Signs shall be removed by Municipality in the time frame indicated in Exhibit B. Failure on the part of Municipality to fulfill its responsibilities for the proper maintenance and operation of the Signs may disqualify Municipality from participation in future Federal Aid Projects in which Municipality has maintenance responsibility. Municipality's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

5. **Term.** This Agreement shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein or otherwise agreed in writing by the Parties, shall remain in full force and effect for a period of 2 years after Municipality's receipt of the Sign Materials. This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties.

In addition, MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:

- (a) The Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- (b) The applicable Federal funding source fails to appropriate or otherwise make available funds for the Agreement. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

In the event that MassDOT terminates this MOA subsequent to the delivery of the Sign Materials to Municipality but prior to their installation, Municipality shall, at its expense, return the Sign Materials to the applicable MassDOT District Office.

6. **Compliance with Laws.** Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. Municipality's obligations under this Section 6 shall survive the expiration or earlier termination of this Agreement.
7. **Indemnification.** To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses

damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. Municipality's obligations under this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza, Suite 7520
Boston, MA 02116
Attention: Neil Boudreau

If to Municipality: City of Holyoke
Holyoke DPW
63 Canal St.
Holyoke, MA 01040
Attention: Matthew Sokop

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

9. **Authority.** The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.
10. **Miscellaneous.** This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of

Massachusetts, without regard to its choice of law rules. If any provision or condition of this MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

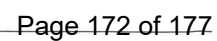
IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

MUNICIPALITY

By:  _____
Name: Josh A. Geran
Title: Mayor
Date: 7/2/2025



IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)		NUMBER OF SIGNS REQUIRED	COLOR		
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING		BACK- GROUND	LEGEND	BORDER
R1-1 (LED)	30"	30"		MUTCD STANDARD		4	RED	WHITE	WHITE
R1-3P	18"	6"		MUTCD STANDARD		8	RED	WHITE	WHITE
W3-1	30"	30"		MUTCD STANDARD		6	YELLOW	RED BLACK	BLACK
W23-2	36"	36"		MUTCD STANDARD		2	YELLOW	BLACK	BLACK

GENERAL NOTES:

City of Holyoke

Request for Appropriation Transfer Within a Classification

Dept. Name DPW

Date 09/23/25

I hereby respectfully request that the following amounts be transferred **within one** of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services _____ Expenses X Capital Outlay _____

Account No.		Account Name	\$ Amount	
Organization	Object		From	To
<u>402</u>	<u>52504</u>	<u>City Report / Pollution</u>	<u>900.00</u>	
<u>14212</u>			()	<u>900.00</u>
<u>14212</u>	<u>53009</u>	<u>DPW Admin Contracted</u>	()	
		<u>Services</u>	()	
			()	
			()	
			()	
			()	
			()	
			()	
			()	
			()	
			()	
			()	

Reason for request:

3 Parking spaces for DPW staff in order to
maintain adequate parking for public to utilize DPW

[Signature]
Head of Department

[Signature]
Mayor

Form TR-1 (6/92)



8/29/25

Holyoke Dept of Public Works
63 Canal Street
Holyoke, MA
Attn: Mary Monahan

RE: Parking Spaces / Parking Lot at 1 North Bridge Street, Holyoke MA 01040

Hi Mary -- Here are the parking rates below for our side parking lot at Hadley Printing. We have up to (10) spaces available for use.

The lot is maintained, plowed and salted by Hadley Printing. The plowing in winter time is usually done during before business hours prior to 7.a.m. There are also security cameras that cover the parking lot 24 hours per day.

Monthly Rate -- \$30.00 Per Space / Vehicle

Discounted rate If paid in Advance for (3) Month period or more -- \$25.00 per Space / Vehicle

Please provide Vehicle Description (Make & Color) and Plate Number for each Parking Space.

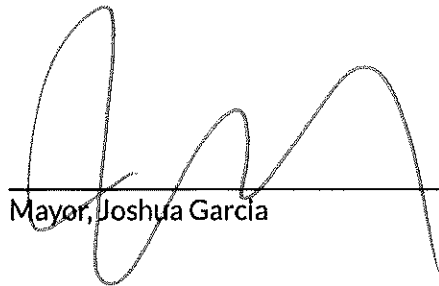
Thanks, Chris Desrosiers
413.536.8517 x102
chris@hadleyprinting.com

75 x 6
90 x 5

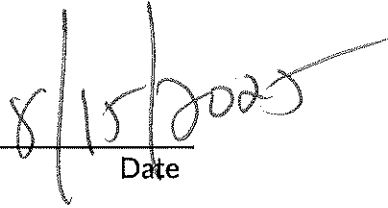
450.⁰⁰
450.⁰⁰

CITY COUNCIL ORDER 9-17-2025
HEDIC DONATION

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "Holyoke Economic Development Industrial Corporation (HEDIC) \$30,000 donation" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said donation. This revenue will be used towards funding to support a contracted Brownfield Consultant. The City intends to provide matching funding through general fund contracted services appropriations for a total of \$60,000 together for this service.



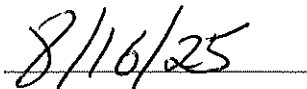
Mayor, Joshua Garcia



Date



Director, Planning & Economic Development



Date



City of Holyoke,
Massachusetts

Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Re: brownfield coordiantor

Aaron Vega <vegaa@holyoke.org>

Mon, Sep 8, 2025 at 9:44 AM

To: Tanya Wdowiak <wdowiakt@holyoke.org>

Cc: John Dyjach <dyjachj@holyoke.org>, Jaime Morrow <morrowj@holyoke.org>, Rory Casey <caseyr@holyoke.org>, Joshua Garcia <garciadj@holyoke.org>

UPDATE;

we are going to set up a special revenue account for this consulting service.

Step 1 - We need an order that says something to the effect of

Order that the City of Holyoke accept a \$30,000 donation from the Holyoke Economic Development Industrial Corporation (HEDIC) to be used toward costs encumbered with a contracted Brownfield Consultant. The funds and the contracted services will be managed by the OPED staff.

* John, we will need a letter from HEDIC approving this along with the meeting minutes of when HEDIC approved this use of funds.

* I think we ask Mike Sullivan to file the order

Once this transfer happens we can set up the PO.

I will let PARE know we are working on this.

Step 2:

When the Mayor returns I will work with him to ensure a \$30k allocation is part of his proposed supplemental budget.to be used for the Brownfield consultant.

This will be a separate order and city council process.

Jamie and Tanya will be able to either amend the contract and PO or add a second revenue source for the contract.

We may be able to add language in the contract with PARE that will let them get started with the HEDIC \$30k - contract language that implies services for between \$30k and not to exceed \$60k depending on allocated funds.

I think this summarizes the process going forward.

Aaron

Aaron Vega

Director

Office of Planning and Economic Development (OPED)

City of Holyoke

[Sign Up for the OPED Newsletter](#)

[OPED City of Holyoke Website](#)

[Explore Holyoke](#)

20 Korean Veterans Plaza, Suite 406

Holyoke, MA 01040

P: (413) 322-5575

F: (413) 322-5576

E: VegaA@holyoke.org

W: www.holyoke.org

On Mon, Sep 8, 2025 at 8:52 AM Tanya Wdowiak <wdowiakt@holyoke.org> wrote: