AGENDA FOR THE CITY COUNCIL
NOVEMBER 6, 2025

PUBLIC HEARING

PUBLIC COMMENT

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

1. -- June 11, 2024, September 4, 2024, and April 15, 2025 Executive Session Minutes - Reviewed and ready for partial release as of September 17, 2025

2. -- December 9, 2024 Finance Committee Executive Session Minutes - Reviewed and withheld in entirety as of September 17, 2025

3. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos-meeting minutes from October 21, 2025

LAID ON THE TABLE

4. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos - October 7, 2025 meeting minutes

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

6. 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.

COMMUNICATIONS

7. From Mayor Joshua Garcia-letter vetoing items 96 from October 21, 2025

8. From Assistant City Solicitor Kathleen Degnan-Holyoke PARC Grant Resolution Phase II Anniversary Hill(1)

9. From Tanya Wdowiak, City Auditor, Letter of Resignation effective November 28, 2025

10. From Holyoke Residents-letter to Mayor Garcia regarding noise at Wyckoff Country Club

11. From Edward Owen-Communication request to renew License Agreement

12. From Jack Dowd, Down Insurance, Overview of prevent auto claim trends, COH analysis of vehicles, Police 3 year trend, DPW 3 year trend, COH claim trends

13. From F&M Hideway-Correspondence to City Council-10.30.2025

14. Outreach Meeting for the High End Wellness Company LLC

15. "Documents related to Old Bassett Road Discontinuance

16. Holyoke Road Acceptance Procedure

17. From HEDIC-meeting minutes from September 23, 2025 and Annual Meeting minutes

18. Planning Review Letter - Lyman Group at 40 Lyman Street

19. From City Auditor Wdowiak: 2025 EOY Pilot Payment & 2026 YTD Pilot Payments

PETITIONS

20. Petition from Martin Street Psychiatry PLLC (Ella Sussman)-zone change application for 1-9 Martin St.

21. Petition from Ronald Diaz for a Livery Service at 400 Hillside Ave.

PRESIDENT'S REPORT

REPORTS OF COMMITTEES

22. The Committee on Ordinance to whom was referred an order Handicap application for Ageorgina Reyes of 292 Pine St. #3
Recommended that the order be adopted.

23. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIVE THOUSAND and 00/100 Dollars ($5,000.00) as follows:
FROM

11611-51210 ELECTIONS OFFICERS		$5,000
	TOTAL	$5,000

TO:

11612-53030 PRINT/BINDING		$5,000
	TOTAL	$5,000

Recommended that the order be adopted.

24. 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 THOUSAND AND 00/100 Dollars ($2,000) as follows:
FROM

11751-51105 SR PROJECT MANAGER		$2,000
	TOTAL	$2,000
TO:		
11751-51300 OPED OVERTIME		$2,000
	TOTAL	TOTAL

Recommended that the order be adopted.

25. 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 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

Recommended that the order be adopted.

26. 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 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

Recommended that the order be adopted.

27. 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 "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.
Recommended that the order be adopted.

28. The Committee on Finance to whom was referred a communication From City Solicitor Lisa Ball, Settlement Agreement between The City of Holyoke and the UPSEU Holyoke Public Works Supervisors Local 424, Unit MADIV111
Recommended that the order be received.

29. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, THREE THOUSAND THREE

HUNDRED TWENTY TWO AND 00/100 Dollars ($3,322) as follows:
FROM

14211-51103 DPW OFFICE MANAGER		$3,322
	TOTAL	$3,322

TO:

14251-51101 FOREMAN-HIGHWAYS		$2,201
14301-51106 WASTE/RECYCLE COORDINATOR		1,121
	TOTAL	$3,322

Recommended that the order be adopted.

30. 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 "FY26 EEA MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM-HOLYOKE WASTEWATER SYSTEM VULNERABILITY ASSESSMENT, ADAPTION PLAN, & GREEN INFRASTRUCTURE, $390,000, 10% IN KIND 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.

31. 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 "MASSDOT RECTANGULAR RAPID FLASHING BEACON (RRFB) PEDESTRIAN CROSSWALK ASSEMBLIES DONATION, 2 ASSEMBLIES, ESTIMATED VALUE $13,250, " 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.
Recommended that the order be adopted.

32. 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 "FY2026 DAM & SEAWALL PROGRAM: DESIGN & PERMIT GRANT, $250,000, 10% MATCH ($25,000)" 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.

33. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, TWENTY FIVE THOUSAND AND 00/100 Dollars ($25,000) as follows:
FROM

19121-51996 WORKERS COMP		$25,000
	TOTAL	$25,000
TO:		
DAM & SEAWALL PROGRAM: DESIGN & PERMIT GRANT MATCH		$25,000
	TOTAL	$25,000

Recommended that the order be adopted.

34. The Committee on Public Safety to whom was referred an order that the City Engineer and DPW report on the frequent flooding on Longfellow as to its severity and planned improvements to prevent future flooding.
Recommended that the order has been complied with.

35. The Committee on Public Safety to whom was referred an order that the DPW replace the stop sign on Linden at Mackenzie with a flashing stop sign.
Recommended that the order be adopted and referred to the Mayor and DPW.

36. The Committee on Public Safety to whom was referred a communication From Andrea Johansen, letter regarding proposed lithium battery site in Westfield
Recommended that the order has been complied with.

37. -- The Committee on Public Safety to whom was referred an order that reps of Holyoke Housing come in and provide and update to residents at Toeofert apartments regarding a letter residents received about the possible removal or remodel of the parks in the area.
Recommended that the order has been complied with.

38. The Committee on Charter and Rules to whom was referred an order that the role of the Public Service and Human Resources Committee as described in Section 9B.iv and 9L and 9M be reviewed and revised.
Recommended that the order be adopted.

39. The Committee on Charter and Rules to whom was referred an order that revisions to Section 7A of our rules be considered. Section 7A reads:7. AGENDA A. At every regular meeting of the Council, the order of business shall be as follows:
i. Calling the roll of the members.
ii. Pledge of Allegiance followed by the statement “God Bless America, God Bless the City of Holyoke and All its Citizens, and God Bless the City Council.”
iii. Presentations and reports by invitation of the City Council
iv. Public Comment (amended May 15, 2012)
v. Reading the journal of the previous meeting, if requested by the City Council.

vi. Unfinished business of previous meeting.
vii. Communications and reports from city officers
viii. President's Report. ix. Presentation of petitions, memorials, and remonstrances.
x. Reports of Committees.
xi. Motions, orders, and resolutions
xii. Late-Filed orders: A listing of all late file orders from the prior City Council Meeting be listed and attached to the subsequent meetings agenda as an addendum.
The above shall not be departed from but by vote of the majority of the City Council present.
Recommended that the order be adopted.

40. The Committee on Charter and Rules to whom was referred an order that a new rule 6.H. be added to the City Council rules.
Proposed Rule 6.H:
"Any member of the Council, upon being recognized by the President, may pose a question to be answered by the Law Department."
Recommended that the order be adopted.

41. The Committee on Charter and Rules to whom was referred an order Council rules be amended to ban outright all late filed orders, communications and any other business of the Council unless it is a matter of absolute emergency to the city and no member objects.
4-15-25 Jourdain-Council rules be amended to ban outright all late filed orders, communications and any other business of the Council unless it is a matter of absolute critical business of the city and no member objects.
Recommended that the order be adopted.

42. The Committee on Charter and Rules to whom was referred an order That the Law Department render an opinion as to whether a City Councilor can be censured for disruption of any City Council proceeding whether at regular meetings of the City Council or any sub-committee of the City Council.
Recommended that the order has been complied with.

43. The Committee on Charter and Rules to whom was referred an order That the Law Department check with surrounding cities and towns as to how they might censure an elected official due to lack of decorum or other offenses.
Recommended that the order has been complied with.

44. The Committee on Charter and Rules to whom was referred a communication From Atty Jane Mantolesky, Asst City Solicitor, opinion on ability to censure councilors for disruption in meetings.
Recommended that the order has been complied with.

45. The Committee on Charter and Rules to whom was referred an order That the Law Department issue an opinion as to whether there are any repercussions for an elected City Councilor who may "Use their position to impede any government operation in carrying out their duties.
Recommended that the order has been complied with.

46. The Committee on Charter and Rules to whom was referred an order that City Council Rule 9.I be revised from "Subcommittees should not be allowed to meet at the same time/same night." to "Subcommittees should not be allowed to meet at the same time/same night unless the Chairs of two or more Sub-Committees have called for a joint meeting."
Recommended that the order be adopted.

47. The Committee on Charter and Rules to whom was referred an order that the City Council Charter & Rules committee discuss the Council's long history of interpretation relative to Section 22 of the Charter that a vote to pass the first and then a vote to pass the second reading are required before final passage may occur under the provisions of that Section. That the Council also continue to follow our current procedure if and until the Council votes to change that procedure and understanding of Section 22 through a lawful method to be determined up to and including a possible Charter Change.
Section 22 of the Charter
Sec. 22. - Power as to laying out, etc., of streets; damages; ordinances, etc., involving expenditures in excess of two hundred dollars.
The city council shall, with the approval of the mayor, have exclusive authority and power to order the laying out, locating anew or discontinuing of all streets and ways and highways within the limits of the city, and to assess the damage sustained by any person thereby, and further, except as herein otherwise provided, to act in all matters relating to such laying out, locating anew, altering or discontinuing. Any person aggrieved by the assessment of his damages, or other action of the city council under this section, shall have all the rights and privileges now allowed by law in such cases in appeals from decisions of the selectmen of towns. 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 the 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.
Recommended that the order has been complied with.

MOTIONS, ORDERS AND RESOLUTIONS

48. RIVERA, I. - Ordered that the ordinance for the Parking Advisory Committee be reviewed and updated based on discussion with PAC. See attached current ordinance language for reference.

49. Rivera, J- Ordered that the DPW install a Handicap Sign at 182 Lyman St. for Ricardo Qquendo

50. Bartley- HPD closely monitor and enforce the "no parking" ordinance, signs and striping proximate to 485 South St. Thank you to DPW for adding the striping on short notice to delineate the no parking. Refer to HPD and DPW. Refer to Public Safety for follow-up with HPD.

51. Bartley-Ordered that the DPW remove the handicap sign at 43 King St. It is no longer needed.

52. Devine- ORDERED: That this be added to the Zoning Ordinance that addresses NOISE VIOLATIONS: after the words: "At the point or points where such elements shall be most apparent" Noise, Vibration, Glare, Odors

53. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "COMPLETE STREETS GRANT – RACE STREET, $285,631.88, NO MATCH" 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.

54. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS PRESERVATION PROJECT – CITY HALL STAINED GLASS WINDOWS GRANT, $65,000, NO MATCH" 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.

55. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES GRANT: SCOTT TOWER, $425,000, NO MATCH" 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.

56. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSDOT CENTER CITY CONNECTOR 3

PROJECT GRANT, $5,341,978.91, NO MATCH" 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.

57. 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		2,645.73
	TOTAL	$9,452.37
TO:		
12201-51180 INJURED ON DUTY		$9,452.37
PP#8	TOTAL	$9,452.37

58. Jourdain- That the DPW please install instructional signs on side streets on Homestead road connecting to Brenan Street and Michigan Avenue to advise large Tractor Trailer trucks it is not safe to cut through this neighborhood. These trucks cannot fit and are damaging residents property think they can take a shortcut through this neighborhood instead of going down to the Westfield Rd light. DPW needs to install these signs asap please. Friendly reminder that these are not truck exclusion signs needing state approval but informational signs for safety of residents and drivers.

59. Jourdain, Vacon- Ordered, Treasurer please appear before the finance committee to explain how he is paying the city bills with no payments from the state & no cash transfer requests submitted to the city council. That our Auditor share any information provided to her office re: any cash transfers to pay city payroll & bills.

60. Jourdain, Vacon- That the Human Resources Department post the appointed Treasurer position asap.

61. Jourdain, Vacon- That the Mayor fund and DPW please install a new sidewalk on Homestead Avenue between Kane and Upland Roads, as well as, fix the sidewalk in front of 55 Kane Road where tree roots have uplifted the sidewalk.

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

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City Clerk

REGULAR MEETING OF THE CITY COUNCIL

October 7, 2025

The meeting was called to order by President Murphy-Romboletti at 7:09 p.m.

The Clerk called the roll. Absent Members: 0 Present Members in person: 12 (Bartley, Devine, Givner, Greaney, Jourdain, Magrath-Smith, Murphy-Romboletti, Ocasio, I. Rivera, J. Rivera, Sullivan, Vacon). Present Members on Zoom: 1 (Anderson-Burgos)

The Pledge of Allegiance was recited.

The name of Councilor Devine 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

(2:30)

President Murphy-Romboletti read from the City Council rule on public comment, including the limitation on up to 10 people being allowed to speak, noting that more than 10 had signed up for public comment.

Motion was made and seconded to suspend the necessary rules to allow more than 10 people to speak for public comment.

Mayor Joshua A. Garcia, 2 Dunn Avenue, sought to bring attention to a communication that included a letter from DLS (Division of Local Services). He then emphasized the need for urgency to show the Commonwealth that the city would do what was needed to take care of the city's financial obligations. He also referenced item 29 on the agenda, an order to institute a series of changes to reorganize and better manage the city's municipal finance structure. He asked that it passed so he could inform the DLS the action was taken to send a strong message that the City Council and Mayor were working together to keep up with obligations. He added that it was critical to make matters seriously to make changes, conclude reconciliation issues, and get the city in a better financial position.

Beth Strycharz, 25 Woodland Street, expressed concern with destroying 22 acres of forest canopy at Elmwood Forest. She added that everyone should know how she and many others felt about this, noting that they had contacted councilors several times on this. She then encouraged residents to research which councilors were for saving the forest and which were against it, and vote according in November. She also expressed frustration with the little to no transparency from the parties involved, including the city, HEDIC, and the developer.

Jordana O'Connell, 56 Woodland Street, stated that she was deeply concerned with the proposal for the sports complex to build a 30 acre facility in the heart of their residential neighborhood that would destroy

Elmwood Forest. She suggested that what the Mayor and his inner circle were pushing was not community-minded. She also expressed frustration that the administration had not been transparent, adding that the plan was crafted behind closed doors, and rushed through with no transparency and no regard for public input. She added that there were empty building, vacant lots, and underutilized and all over the city. She also noted that the city had unacceptable high asthma rates and expressed concern with destroying a green space. She then stated that there was a growing number of people against the project who were paying attention to which councilors stood with them and which stood against them.

David Owen, 12 Mason Road, referenced item 71 on the agenda regarding civility. He noted he previously came from a small community in the valley and big city politics were not his thing. He then stated he read a lot of good things in the item, and acknowledged councilors had a hard job to do and, along with the Mayor, were doing it well. He then emphasized the value of being reasonable, having common sense, and being proactive, and he believed item 71 was a good start.

Orlando Isaza, 1198 Dwight Street, stated he was a proud immigrant that arrived in the country in 1965. He then expressed his gratitude for the freedom and opportunities he obtained in the country. He then asked the Council not to instruct the Police Department to work with immigration officials who were engaging in a reign of terror, denying civil rights and due process, and incarcerating people without giving them a chance to clear themselves with a judge or court of law. He further asked the Council not become complicit with that reign of terror.

Claire, Ward 6, stated that questioned where the rhetoric regarding Holyoke police working with immigration enforcement was coming from. She noted that immigration officials had been pressuring police in some areas of the country to work with them, but she emphasized that had never been the argument of those she was organizing with. She then explained their argument was concern that the Council writing any letter asking the Department of Homeland Security to instruct the city on how to comply with their unconstitutional actions would endanger over 60% of the city's population. She added that she believed it would be dreadful for the Police Department to work with immigration officials considering the illegality of what they were doing. She also explained that her side's argument was also never that the city should be declared a sanctuary city, but that the city should not roll out the red carpet for the gestapo.

Richard Purcell, 279 Suffolk Street, urged the City Council approve the leave to withdraw recommendation on the resolution that he found to be racist, which was to be delivered to the two-time impeached convicted felon in the White House. He also noted that at the DGR meeting the night before, there was discussion of vitriol directed at the supporters of the resolution. He emphasized that there were heinous things coming from the other side as well. He also stated he was in favor of saving Elmwood Forest, stating that the trees were the lungs of the city.

Emma Kerr, 24 Valley Heights, stated that she had read the resolution and listened to explanations on its intent from Councilor Jourdain and Councilor Vacon, and suggested that their explanations did not match what was written in the resolution if the intent was just to emphasize that Holyoke was not a sanctuary city. She also expressed lack of belief that was the intent when Councilor Vacon expressed various statements of support for ICE several times on her social media accounts. She added that several comments on those threads expressed excitement about ICE coming into Holyoke and they had not been disabused of that notion. She then reiterated her concern that claims the intent was not about rolling out the red carpet for ICE were not honest. She also expressed concern with the 6th point of the resolution, which referenced "the City of Holyoke and all of its employees and agents." She then suggested that would put all of these employees under the federal law rather than the state law. She further suggested that if that was not the intent, it should either be withdraw or rewritten.

Susan Van Pelt, 246 Walnut Street, asked for Elmwood Forest to be protected. She then expressed support for an item to move the South Holyoke Homes project forward. She then stated that Gladys Lebron-Martinez had done a fantastic job on the Holyoke Redevelopment Authority and the City Council in advocating for that project. She then asked for a relook at the proposed charter changes, noting that many looked pretty scary. She then sought to pushback the assertion that there was nothing new in the Homeland Security resolution, noting that it asked Homeland Security to review and suggest to the city was it ought to be doing. She suggested it was inappropriate in the context of what Homeland Security, ICE, and the Trump Administration were doing. She added that the Trump Administration was not a good partner, were already taking away funding, were inconsistent, and she added that appeasement did not work with them. She added that communities should fight back against rolling back of funding that Congress had already appropriated. She further stated that ICE actions were rooted in racism.

Mimi Panitch, 134 Madison Avenue, expressed that she was disturbed by the mayor's letter with attachments from DLS, and expressed surprise that the city was not further along in legislation needed to catch up. She suggested that not getting those things done would cost the city and cause loss of some autonomy. She also expressed concern with proposed charter changes through home rule petition, particularly one that would require 9 votes to pass anything. She added that she found it intolerable to put this change into the charter without the public having an opportunity to vote on it, noting that the public had an opportunity to vote on a tax cut that was saving her $4 a month.

Libby Hernandez, 245 Walnut Street, sought to speak on the ICE resolution. She stated that she moved to Holyoke in 1994, and found Holyoke to be amazing, kind, and welcoming. She added that living in the city helped her develop professionally and build her family. She then expressed concern with the resolution, and expressed concern that it would welcome harassment of people of color, noting that the Department of Justice had already stated intent to go after people who fit the profile.

Jose Adastra, 139 Hillside Avenue, expressed his opinion that ICE was a godless and lawless organization. He added that be believed Trump was also godless and lawless. He then expressed concern that the administration was breaking the law, instructing people to murder other people in international waters, and using the military like a Call of Duty game. He then asked stated the city's officers should be able to intervene if they witnessed ICE officers blatantly violating the law. He also expressed concern that the people they would be targeting would be indistinguishable for those who are here legally, including his own kids. He then stated that he would love to see a sports complex, but it did not need to be in the forest. He also expressed concern with prostitution and overdoses visible on the street and suggested the city should be working together to address that.

Victor Machado asked for support of a resident petition for a crosswalk at Chestnut and Lyman Street to guarantee safe crossing. He then stated that in talking with residents about the sanctuary city resolution, they did not understand the focus on this when there were huge issues with the homelessness and the housing crisis. He added that the City Council should be prioritizing the needs of the residents.

Terrence Smith, Ward 5, asked that the trees be saved and the city needed more of them. He also stated that the federal government was eroding constitutional rights, particularly with ICE abducting people on the streets without arrest warrants or due process. He then stated this was why the city should not cooperate with ICE, and people needed to take a stand to protect their rights. He also suggested that if the Council pledged allegiance to the flag, they needed to stand by the values the flag stood for, not xenophobia and fearmongering.

Ephraim Akiva, Ward 5, asked that the city not comply with ICE, the federal government, and the violence against neighbors and community members. He added that he was in favor of saving the trees. He also stated that he was mystified with the civility resolution. He then stated that he believed everyone who spoke the night before were articulate and expressed their passion for the city, and wanted to stand by their neighbors. He then called on the Council to stand by its constituents.

Councilor Vacon raised a point of order, stating that there was a rule requiring everyone to give their full names and addresses, and everyone should be complying with it consistently rather than any picking and choosing of who had to comply.

President Murphy-Romboletti stated that she was not picking and choosing. She then asked for everyone to be given a little bit of grace.

(36:35)

Councilor Jourdain suggested taking up items out of order that members of the public in attendance were interested in.

Motion was made and seconded to suspend the necessary rules to take up item 25 out of order.

From HEDIC-Meeting Minutes from Feb 27, April 24, June 26, and July 31, 2025

Councilor I. Rivera asked if these were just minutes or if something was being voted on.

President Murphy-Romboletti stated that these were just minutes and there was nothing being voted on this evening.

Councilor Bartley stated that these related to the constituents advocating for a 22 1/2 acre parcel. He then noted that the February 27th minutes were being received almost 8 months later without any explanation. He then emphasized that HEDIC was a public body but did not have any videos or cameras. He then expressed concern that councilors were not given a heads up about the discussion of the parcel, coined as Elmwood Forest by him several years ago. He then encouraged everyone read the February 27th minutes. He then noted that HEDIC got to keep a $50,000 nonrefundable deposit from a petitioner. He then expressed concern that the woods were at risk for a project that could go elsewhere, but the Mayor and others appeared to have blinders on.

Councilor Jourdain commended the citizens group for coming forward to protect this resource. He then suggested that the city needed to get to a place of having real planning, where new development would go into areas that were dilapidated and calling out for rehabilitation rather than bulldozing a forest abutting residents. He also stated that city leadership needed to work with developers, such as with the owner of the former Kmart, and others who sit on properties for decades without doing anything. He further suggested the city needed to work with the owner to exert pressure and offer incentives to potentially put the sports complex there, or somewhere else in the city.

Councilor Sullivan stated he was a board member of HEDIC, and that all of HEDIC’s meetings were posted and public, and anyone can attend them. He then explained that no board member was responsible for doing the minutes as it was the responsibility of the OPED office which had gone through

tremendous turnover and unfilled positions for over a couple years. He then explained there was more than one parcel in the forest, and the one owned by HEDIC and HG&E had been advertised for sale for 25 years. He then questioned why HEDIC was being blamed for not being transparent when nobody objected to being for sale until a buyer agreed to a purchase price. He also clarified that HEDIC did not get to pocket $50,000 as a large portion went to HG&E. He then read an excerpt from the minutes: "*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 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*," emphasizing that was not the 30 acres being suggested. He then suggested people do research to see what was really going on, adding that nothing was happening behind closed doors. He added that he agreed with the concerns about other properties in the city not being used. He noted that many people, including himself and interested buyers, had tried to call the owner of the former Kmart and they receive no response. He also noted that an ordinance had recently been passed to make it more painful for people to sit on vacant properties, now basing the fee on square footage rather than a flat $3,000, but it would take over a year for the increased fines to go out.

Councilor Magrath-Smith stated that everyone knew this was coming and it shouldn't be a shock, reiterating that the parcel had been for sale for a long time. She recalled an informational meeting on the project that took place in her ward several months back where they were told by the developer that they were also looking at property on Whiting Farms Road. She then expressed relief in seeing many other councilors now becoming conservation-minded, and she hoped that would continue. She then expressed frustration with the body regarding their positions on the proposed Dunkin Donuts at the base of Mount Tom, or on Lynch School being demolished even though it was opposed by many in Wards 6 and 7. She also expressed shock that nobody put in for a CPA grant to put the forest into conservation, but rather voted to decrease the surcharge and undercut CPA by 1/3 every year. She expressed further frustration that almost nobody else on the Council supported the recent bid by Kestrel Land Trust to preserve a parcel that would have preserved land and would have provided passive recreation space.

Councilor Greaney expressed support for the residents of Ward 3.

Councilor Devine recalled that when the developer was interested in buying Wyckoff Country Club, there was a huge meeting that everyone was invited to and everyone knew about it. She added that Mr. Ruiz decided to buy the golf course for $2 million. She then emphasized that nothing was said about the forest. She then read from the same excerpt as Councilor Sullivan, with additional sections:
"*…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.*"
She then questioned when there would be public input. She then stated she was against a sports complex being in that location. She also agreed with the concerns on the impacts on asthma.

Councilor Sullivan explained that the other 22 acres were in land court and once they were acquired, they would have to go through a public disposition process that would not guarantee that any group would get it because it would have to go out for public bid. He also noted that it would also require a zone change, which would be the real venue for public input. He emphasized that changing the current RA (residential agricultural) would be a tough hurdle and would be the proper venue for public input.

Councilor Greaney stated that this issue was not new and had been going on for at least 6-8 months.

Councilor Jourdain explained that on the CPA tax, the Council put the issues before the voters to allow them to vote on their own taxes. He also recalled that some councilors wanted to keep the question off of the city ballot and put it on the presidential ballot under the theory that the electorate would do something different, but 2/3 of them voted to cut the CPA tax. He then suggested that anyone with an issue over the cut should take it up with the voters.

Councilor I. Rivera asked what the process would be to make the parcel conservation land if there was a concern. He then suggested that if the project fell through, someone else could come along and seek to develop it. He then suggested that someone should file an order to make it conservation land if that was the concern, adding that he could file the order. He also emphasized that all of this discussion was just about meeting minutes.

Councilor Devine noted that in the April 24th minutes, John Dyjack reported that the $50,000 deposit became nonrefundable as of April 8th.
---> Received.

Motion was made and seconded to suspend the necessary rules to take up item 46 out of order.

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.

have considered the same and Recommended that the order be given a leave to withdraw.

Committee Members:

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

UNDER DISCUSSION:
Councilor Givner stated there was lengthy discussion of the order in committee. She noted that some things had changed with the federal government since it was filed in June. She also emphasized that through discussion, it was clear there was not a lot of community support for it. She added there were suggestions that a different resolution would be better.

Councilor Vacon responded to a statement made in public comment, confirming she did thank the brave officers of ICE when they detained and deported serious criminals who committed horrific crimes in Boston that no reasonable person would want in their community. She added that those who work for the federal government take oaths to uphold the Constitution just as councilors do, and she thanks them when they protect the community. She then questioned conflating the resolution with that. She then suggested some of the language of the resolution had been mischaracterized, but acknowledged people had their own opinions of what words and intentions were. She then noted that inflammatory and misleading statements calling government organizations terms such as gestapo, illegal, evil, among others, and she suggested there had been no evidence to support that. She then emphasized that everyone agreed Holyoke was not a sanctuary city, and she believed it was to protect the city and its funding to ask for explanation of why the city had been on the list. She added that the Police Department already confirmed they would not enforce immigration as it was not their job, and she emphasized the city did not have enough officers to enforce traffic laws.

Councilor Jourdain expressed frustration that the committee took over 4 months to take up the resolution, allowing the festering of questioning what was meant by the resolution. He added the conversation could have taken place over the summer. He also recalled that when it came up, he was asked to allow it to go to committee because there was expectation that people wanted to discuss it. He then emphasized that he had seen many hot button issues come through Council over the years, and he expected that the city and the community would ultimately be okay after having healthy disagreements. He then noted that the mayors of both Holyoke and Springfield came out with statements right after both cities were put on the list of sanctuary cities to refute that. He added that nobody protested when Mayor Garcia made that statement, and this resolution's first few points were just agreeing with that statement. He then explained the 4th point was a restatement of the city's law was, a law that was passed in 2017 and signed by former Mayor Morse, a law that simply employees will follow all local, state, and federal laws. He questioned how anyone could find that objectionable. He then stated that the 5th point put the burden on the federal government to show the city why it was on the list and explain how the city can remedy that. He added that the 6th point was just to emphasize that if they could prove the city violated federal law, the city had to comply with it. He then reiterated that the police did not do civil immigration enforcement but did have to comply with federal law. He then stated that the 7th point asked that the city be taken off the list. He then stated that while people had a right to question the actions of the administration, he expressed concern with those who expressed demonized views of the people supporting the resolution. He emphasized that the resolution was designed to protect over $10 million in federal funds, adding that many other communities were already losing funds. He then suggested that if the resolution was defeated, those who were against it would be responsible if the city lost federal funds. He then stated that the discussion in committee the night before was excellent, had been a well run meeting, and everyone involved was able to air their positions. He then expressed concern with the likely discussion of the civility resolution coming up later, adding that people should be able to convey their message without demonizing and dehumanizing those they disagree with. He then expressed concern with speech coming from some in the community, and posters being displayed showing some members of the Council with flaming crosses, adding that this was dangerous hate speech that incites violence against public servants. He added that people should try to keep their statements to the issue rather than making personal attacks, expressing concern that this can be intimidating the public who may feel chilled from coming down to speak. He also expressed concern that this would made some people feel less welcome in a community where many expressed sentiments that it needed to be more welcoming.

Councilor Vacon called for a point of order, noting that some people in the audience were holding signs.

President Murphy-Romboletti asked where the rule was that people could not hold signs.

Councilor Vacon stated that she was not citing a rule, but noted the sign being held behind councilor as he was speaking was disruptive to his message. She noted that the attorney advised the night before that a disruptive sign should not be in the chambers.

President Murphy-Romboletti emphasized that she was running the meeting, did not necessarily need to recognize anyone, and was being patient giving people as much time as they wanted. She then stated that she would not be slowing the meeting down with arguments about how she runs a meeting. She added that Councilor Jourdain did not say anything about being disrupted.

Councilor Vacon stated that he could not see it.

President Murphy-Romboletti explained that her response to the point of order was that she would not be spending time on these things. She encouraged the body to vote on her decision if they disagreed with it. She then noted she could see people speaking under their breath and asked for more respect if people were concerned about civility.

Councilor I. Rivera suggested that it felt like an abusive relationship. He then question assertions that it had not been like this before, noting that in 2021 when he was Mayor Garcia were running, they had campaign signs stolen and put back up at Crosier Field vandalized with racist language. He then questioned the need for this resolution when there was already an ordinance and the Mayor already put out a statement. He also questioned the effort put into this out of concern for loss of funding when the city had already lost other funding and there was not the same effort put into addressing it. He emphasized that there was potentially a loss of educational funding that would come with doing away with the Department of Education. He suggested that this was just an opportunity for certain people to put forward a certain narrative, creating divisiveness during election season.

Councilor Givner thanked Councilor Jourdain for acknowledging that the DGR meeting the night before was managed well. She then explained that the item was taken up 4 months after it was filed, believing that it wasn't time sensitive. She emphasized that every committee's jacket have items that have been there for weeks, months, and years. She then stated that she got an email from Councilor Vacon two days before the September committee meeting asking for it to be put on the agenda, and she explained that the agenda was full and it could be put on the October agenda. She added that nothing malicious was happening. She then stated that at the September meeting, a councilor tried to pull the item out of the jacket but the councilors who filed it were not in attendance so she suggested taking it up in October. She reiterated that at that point the city was no longer on the sanctuary cities list so it was a moot point by then, and she did not see it as time sensitive. She also emphasized that there was no legal definition of a sanctuary city. She added that the city had several grant writers doing their best to rewrite grants in language that was federally acceptable. She also expressed concern that this was bringing drama where it did not need to be.

Councilor Devine emphasized that the 3 members of the committee voted to give this a leave to withdraw, and she made a motion for the Council to vote on whether to approve that recommendation.

Councilor J. Rivera expressed frustration with those who were upset about posters and bashing, noting that those same councilors who were supporting a candidate running against her who was spreading misinformation about her on social media.

Councilor Vacon stated that she went back and forth with Councilor Givner about trying to get the item on the agenda, and one of those correspondences including Councilor Givner stating that if it was an emergency, than someone else should be instructed to take it off the table. She emphasized someone did attempt that, and it became another issue. She reiterated that the continued delays allowed the protests to continue.
---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 7--Nays 6 (Bartley, Greaney, Jourdain, Ocasio, Sullivan, Vacon)--Absent 0.

Motion was made and seconded to suspend the necessary rules to take up item 71 out of order.

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.

UNDER DISCUSSION:
Councilor Jourdain stated that he would like to see this resolution adopted on the floor. He then stated that he had never needed to seek a resolution like this one in his long tenure, but was extremely disturbed at the slander defamation he was seeing. He added that councilors all had families, with spouses and children who live in the community, and had to see posters and hear horrific statements made about people. He then expressed disappointment in the Mayor for not speaking up and discouraging people from going to that level. He suggested that it was almost medieval, or like something out of Frankenstein, where some would try to drive people out of the community for their opinions. He questioned where this was going and what the end result would be. He then explained that this resolution was out of feeling compelled to try and pull it back. He added that people had returned him to the Council 14 times, they would soon be deciding who should be on the Council the next term, and that should not be based on intimidation.

Councilor Vacon stated that while she seconded the comments from Councilor Jourdain, she suggested that every member in the room were all in the game and had thick skins to keep serving in the face of hostility. She then held up posters that had been displayed in the community featuring as well as Councilor Jourdain, Councilor Bartley, and Councilor Greaney, which included profanity and she believed they were inciting hostility in the context of attempted and accomplished assassinations in the country. She then stated that Holyokers don't like hatred and hostility and don't like people trying to hurt other people. She added that protestors in front of City Hall the night before had a table with these posters. She also stated that a councilor held a fundraiser, and people were outside recording the people inside the

public space. She ten questioned how the body could move forward in a positive way if the Council could not approve the resolution.

Councilor I. Rivera made a motion to refer the resolution to committee, emphasizing that he was not necessarily against the resolution, but had filed other orders in the past to outline a Council vision, list of core values, and a mission statement that he believed could be coupled with the resolution. Councilor Anderson-Burgos seconded the motion.

Councilor Anderson-Burgos stated that he seconded the motion, recalling that he filed a resolution earlier in the year and was directed at that time by a long time member that it was not properly written because it did not have a series of whereas clauses. He agreed that it should be discussed in committee.

Councilor Greaney observed that this was a nasty game, but one he was willing to play.

Councilor Jourdain stated that he would appreciate adopting this that night. He then suggested that the other orders were a good idea, but were totally different than this resolution. He added that this was just about trying to encourage thoughtful discussion and not demonization.

President Murphy-Romboletti observed that the same points were being rehashed over and over, and suggested that the item be sent to committee if people were going to continue wanting to discuss it further.

Councilor Jourdain called the question.

President Murphy-Romboletti stated that if this passes, she would be holding everyone to it.
---> Received and Adopted on a call of the roll of the yeas and nays--Yeas 8--Nays 4 (Anderson-Burgos, Givner, I. Rivera, J. Rivera)--Absent 1 (Greaney)

LAID ON THE TABLE

(2:01:25)

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

Councilor Magrath-Smith suggested that in the interest of moving through items that were more clear, some of the Charter and Rules items could be taken up first.

Motion was made and seconded to suspend the necessary rules to remove item 4 from the table out of order.

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.

UNDER DISCUSSION:
Councilor Magrath-Smith stated that this change in the charter focused on passing ordinances through a series of specific motions:
(1) Motion to pass the first reading, by a majority of all the members of the city council, (2) Motion to pass the second reading by a majority of all the members of the city council, and (3) Motion that the legal form be ordained, by a two-thirds supermajority of all the members of the city council voting in a recorded roll-call vote.
She then explained that this would reflect the passage of ordinances as it was laid out in the rules, but would also reverse the change made to the ordinances earlier in the term which made it a two-thirds majority of those present. She noted that President Murphy-Romboletti was not present in the meeting, and it was voted out on a 2-0 vote in support. She emphasized that many could not attend the meeting, and she was interested in hearing what people thought.

Councilor I. Rivera asked for clarification that this would change passage from those voting and present to of the whole body. He suggested it didn't make sense for the ordinance and the charter to have different language.

Councilor Magrath-Smith explained that if this was approved, the ordinance would need to be changed to be in alignment since the charter supersedes the ordinances.

Councilor I. Rivera emphasized that this would be changing from those present to always needing 9 even if all 13 members were not voting.

Councilor Magrath-Smith stated that the only place that two-thirds was enshrined was in the ordinances, and this would now put that requirement into the charter.

Councilor Vacon emphasized that the language in this charter proposal was the same as what was in the rules.

Councilor Magrath-Smith explained that the rules could be changed by a majority while putting this in the charter would then require going through the home rule process if the body ever wanted to change it again, meaning the body no longer could be able govern itself in this matter and would then need the state's permission to change it.

Councilor Jourdain stated that what was in the rules had always been the understanding until recently when new interpretations were presented, notably a couple years ago when a certain item was passed based on an interpretation of present and voting. He then stated that the body then passed an ordinance making it based on those present. He then explained that this package of reforms including this proposal to eliminate any doubt about what would be required.

President Murphy-Romboletti asked for permission to enter debate, noting she was unable to attend the Charter and Rules meeting.

Motion was made and seconded to suspend the necessary rules to allow the President to enter into debate.

President Murphy-Romboletti explained that she was unable to attend the meeting because it was scheduled barely outside the legal 48 hours. She emphasized that she voted against the ordinance when it was passed and would not be voting for this. She added that the order filed to pass a municipal modernization act was supposed to be about finances.

Councilor Devine asked where the language was that went with these proposals.

President Murphy-Romboletti stated that language was provided.

Councilor Magrath-Smith asked if the question was to inquire about the current language and the updated language to see the differences.

Councilor Devine stated that it was.

Councilor Magrath-Smith stated that it was presented when it went through Charter and Rules, and the language before the body now was just the legal form. She noted it would be the same through all of these.

Devien stated that she likely would not be voting for any of the proposals.
---> Report of Committee received and recommendation Denied on a call of the roll of the yeas and nays--Yeas 4 (Bartley, Jourdain, Sullivan, Vacon)--Nays 6--Absent 3 (Greaney, Ocasio, J. Rivera).

Motion was made and seconded to suspend the necessary rules to remove item 5 from the table out of order.

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.

UNDER DISCUSSION:
Councilor Magrath-Smith stated the committee discussed the impact and history this had over time, as well as the benefits of allowing certain employees to serve on Council. She noted they spoke about how teachers in Springfield could serve. She then emphasized there was a significant difference between what a councilor had control over versus the School Committee, and it may make sense for some categories of employees to be able to serve as councilors. She then acknowledged good points around why it was important to prevent cronyism, corruption, or favoritism. She then stated it came out of committee on a split 1-1 vote without recommendation.

Councilor Bartley expressed surprise that the chair of Charter and Rules stated she voted for the previous order in committee and then just voted against it in Council. He then suggested that pedantic nonsense came from the same councilor relative to prior agenda items criticizing councilors on environmental issues. Referring back to changing her vote, he suggested she should get her own house in order before criticizing others.

Councilor Magrath-Smith emphasized that when the vote on passing an ordinance to specify the number of votes required pass an ordinance, she and President Murphy-Romboletti were the only ones to vote

against it, recalling that she was against requiring two-thirds of the full membership and having it enshrined in the ordinances. She added that she felt it was more appropriate to have it be a majority vote, just as it was in the House of Representatives. She then explained that she was happy to have the previous order moved to the full body to let it decide.

Councilor Jourdain noted that it took 60 votes in the U.S. Senate to pass a law. He then explained that this order, in addition to taking out references to paying benefits to those killed in the Civil War, had a one sentence add in that would prevent employees from simultaneously serving on the City Council during their time of employment. He noted this was already in the ordinances, and this was to eliminate any ambiguity in the charter. He emphasized that it was a longstanding rule to eliminate any obvious conflicts of interest. He then questioned the argument that people could get around a conflict by just taking one salary, suggesting that there were ways to get around that. He then suggested that while some were seeking a narrower set of reforms, he wanted to take a global approach and bring forward a larger set of reforms.

Councilor I. Rivera expressed his understanding that a police officer did at one time serve as a councilor at the same time, while certain current councilors were on the body at that time. He then questioned the suggestion of taking a global approach in some things but standing in the way of a larger set of reforms with the modernization act. He then questioned how a paraprofessional or a school janitor could not run for City Council as they had no impact on the budget in those jobs. He also expressed frustration that one councilor had a stronghold on the community. He then suggested that this proposal needed more thoughtful discussion to look at different categories of employees.

Councilor Jourdain clarified that he had been against Don Welch serving as a councilor while working for the Police Department, recalling it was hugely controversial and should never have been allowed, adding that it has not been allowed since. He added that it got cleaned up after that situation. He also suggested that there had not been a lack of discussion on this topic, emphasizing it had been brought up many times.

Councilor Devine suggested tabling these items, noting that there were Finance Committee items that needed to be passed.

Councilor Magrath-Smith made a motion to extend the meeting to 10:30, noting there were many items that the Council needed to move forward on. Councilor Sullivan seconded the motion.

Councilor Jourdain expressed opposition, believing these items should be tabled in order to get the items Councilor Devine referenced. He added that the body could then get back to these if there was time.

President Murphy-Romboletti suggested that these items should have still been in committee for more discussion. She then stated she would also be voting against extending, noting people took a lot of time talking earlier in the meeting.

Motion to extend to 10:30 failed on a show of hands vote.

Councilor Jourdain made a motion to the lay the items from Charter and Rules and Ordinance on the table.

Councilor Vacon asked for the item numbers.

Councilor Magrath-Smith raised a point of order, asking what the deadline was to get the items to the state legislature.

President Murphy-Romboletti stated that the deadline should have been a few months ago. She then emphasized that there would not be a Treasurer in February. She then expressed frustration at watching some councilors moving the goalposts and pull back on compromises. She then stated she would be open to a motion to extend to 10:15. She also emphasized that there were communications from DLS that were a bigger priority than a grant.
---> Laid on the table.

Motion was made and seconded to suspend the necessary rules to take up items 19, 20, 21 as a package.

Councilor Magrath-Smith emphasized the importance of focusing on these items, recalling that she attended a training early in the term where Holyoke was used as an example of a city that needed stronger internal controls and would be a good candidate for hiring a CAFO. She noted that the letter from the DLS included a threat to take actions that would have the state making decisions for the city if it could not get better internal controls. She then expressed frustration that much of the meeting was spent focused on things that did not matter as much as the orders to get these things addressed.

Councilor Vacon stated that an order had been sitting in the Ordinance jacket for months to do what the voters voted on, which was to appoint a qualified Treasurer. She then expressed frustration that others wanted the bigger package, causing that order to stall for months. She added that a qualified Treasurer could have been appointed by now. She also recalled that 6 members of the body voted for an accountant for the interim treasurer while 7 voted for someone who was not an accountant.

Councilor Jourdain stated that the DLS letter from October 1st indicated that the state had the opportunity to do the work, and he believed that was something the city should seriously consider. He added that this would be someone who was independent and chosen by the state as someone who was qualified to handle reconciliations. He then suggested that the city did not have a broken structure but that it did not have the qualified people to get the work done. He further suggested that the city had the same system it had always had, and it had worked before.

Councilor Devine asked that these items be sent to Finance to discuss them on the 15th.

Councilor I. Rivera expressed frustration that one councilor can take up all the air in the room, leaving little time for anyone else to speak.

From Mayor Joshua Garcia-communication regarding letters from DLS
---> Received and referred to the Finance Committee.

From Mayor Joshua Garcia-letter from Division of Local Services
---> Received and referred to the Finance Committee.

From Mayor Joshua Garcia- letter from Division of Local Services City of Holyoke - Notice of Actions Necessary for Conformity
---> Received and referred to the Finance Committee.

Motion was made and seconded to suspend the necessary rules to take up item 41 out of order.

Councilor Devine suggested that item 41 go back to Finance for the discussion with the consultant, TJ Plante, and that this was needed to pay Mr. Plante.

President Murphy-Romboletti clarified that this already came out of Finance and was the order to pay him.

Councilor Devine stated that they decided they would have Mr. Plante and anyone else that was related to the discussion on the 15th, but the money was passed.

President Murphy-Romboletti asked when that was decided.

Councilor Devine stated that it was that night.

Councilor Jourdain stated that he would like item 41 to go back to Finance, noting that the committee did not have information from the memo when it discussed this transfer in the committee meeting.

President Murphy-Romboletti stated that if others wanted this to go back, they would need to explain it to the state. She then emphasized that the Mayor expressed the urgency to pass this to pay Mr. Plante.

Councilor Jourdain stated that the state gave the city 60 days to respond from October 1st.

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	

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

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Carmen Ocasio

---> Report of Committee received and referred to the Finance Committee.
*Vote was later reconsidered.

Councilor Jourdain made a motion to extend the meeting by 10 minutes. Councilor Vacon seconded the motion. Motion passed on a show of hands vote.

Councilor Devine asked to take up the grant from Finance, item 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.

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

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Carmen Ocasio

UNDER DISCUSSION:
Councilor Devine stated that the grant was from MassDOT, and the engineer was in to explain everything.
---> Report of Committee passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Greaney).

Motion was made and seconded to suspend the necessary rules to take up item 47 out of order.

President 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.
---> Received and Adopted.

Motion was made and seconded to suspend the necessary rules to take up item 39 out of order.

The Committee on Finance to whom was referred a Petition from Rev Randell Bessette of 1810 Northampton St. for a Second Hand License.

have considered the same and Recommended that the petition be granted for the hours of Saturday 9 a.m. - 6 p.m.

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Carmen Ocasio

UNDER DISCUSSION:
Councilor Devine stated that the second hand license would be for Saturday from 9 a.m. - 6 p.m.
---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Greaney).

Motion was made and seconded to suspend the necessary rules to take up items 36, 37, and 38 as a package.

The Committee on Ordinance to whom was referred an order that a Handicap sign be placed 50 North Bridge St. for Nelson Vega

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

---> 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 13--Nays 0--Absent 0.

The Committee on Ordinance to whom was referred an order The DPW install a handicap sign for Yolanda Gonzalez at 50 Arthur St.

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

---> 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 13--Nays 0--Absent 0.

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.

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

---> 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 13--Nays 0--Absent 0.

Motion was made and seconded to suspend the necessary rules to take up item 75 out of order.

Councilor Sullivan-That the HG&E be invited to the next council meeting to be formally presented the Utility of the Year award from the Northeast Renewable Energy Coalition and the Proclamation from the Commonwealth of MA.
---> Received and Adopted.

Councilor Givner made a motion to reconsider the previous action on item 41. Councilor Magrath-Smith seconded the motion.

Councilor Givner stated there was a discussion in Finance where the Mayor presented how important it was to get the funding to pay for contracted services to meet deadlines. She then recalled that the

committee discussed the item and agreed to pass it and still have discussions in Finance. She emphasized that they did not have voted to send it to full Council only to have it come back.

President Murphy-Romboletti noted that the Mayor was on Zoom.

Councilor Magrath-Smith made a motion to extend the meeting by 10 minutes. Councilor Givner seconded the motion. Motion adopted.

Councilor Jourdain reiterated that new information had come in from the state since the committee voted to approve this, including the state having resources and the ability to appoint independent people to do the reconciliation work. He then expressed an interest in hearing if that would be a good option. He then stated that this should be discussed in Finance the following week.

Motion was made and seconded to suspend the necessary rules to allow Mayor Garcia to address the Council.

Mayor Garcia explained that the state was not coming in with resources but was giving the city 60 days to solve the reconciliation issues that had been affecting the community for over 20 years. He emphasized that there had been treasurers with great experience who were still challenged with addressing these issues. He also recalled that the city had a consultant, Sarah Hunter, who was going to help and the Council said no. He added that the state was now saying they would get someone and then put it on the city's tax rate recap and didn't care if the city didn't like how much it would cost. He then explained that the transfer was to ensure TJ Plante could start the work right away. He added that this needed to be done so that he could tell the state that the city was working on it and the Council was aligned. He then expressed frustration with the way the meeting went, noting that the Council could not put the city's finances above other things.

Councilor Jourdain stated that it would be helpful to be given all of the information when these conversations happen. He then asked why it wouldn't be better for the state to pick a qualified, independent person to handle reconciliations rather than having the Mayor's person do it. He suggested being able to compare the two options. He also stated that the Council had no idea how much the other option would cost.

Mayor Garcia stated that no matter what was done, it wasn't going to get done in 60 days. He added that a lot was going to be spent trying to catch up with 2-3 decades of issues that had been identified in multiple audits over 20 years. He then suggested that Sarah Hunter would have gotten a lot of this done already, and it was likely the state would hire her anyways. He then explained that getting the contract with Mr. Plante right away would allow them to have him already on helping guide things, including attending the meeting on the 15th. He expressed frustration that the Council could not be convinced how important contracting with Ms. Hunter was and was concerned the same would be true for Mr. Plante. He added that he was tired of waiting for the Council.

President Murphy-Romboletti stated that she was calling the motion on this.

Councilor Jourdain asked for more time to ask questions of the Mayor. He then stated he was trying to understand more. He also emphasized that the body had not had a chance to discuss the letters as they had just received them. He then asked if the money was approved, what would the advantage be of having the independent consultant. He also asked if they would be doing the same work as Mr. Plante.

He also questioned what would be wrong with having the state pick the person since they would be doing it the way the state wanted.

Mayor Garcia asked if the desire was to invite the state in and put the city on a path to receivership. He then emphasized that he did not want that. He then stated that he wanted the city on a path to fix its own problems. He added that Mr. Plante was an independent finance consultant. He also questioned why the city should wait for the state to pick someone. He also explained that Mr. Plante was going to help with reconciliation, but it was just one piece of the municipal financial situation. He then emphasized that he spoke at the Finance meeting on the need to move this money, and then Mr. Plante could come in on the 15th to address all of the questions.

Councilor Jourdain stated that it didn't help to have accusations being made. He also explained that he had been warm to this approach, but now there were additional memos suggesting the state could do it instead which had not been brought up before.

Councilor Magrath-Smith called the motion.

Councilor Jourdain asked if the $137,500 was approved, that would include them doing the reconciliations the state was asking for.

Mayor Garcia stated that the transfer was to contract with Open Architects to have Mr. Plante working for the city, guiding the city as a CAFO, helping with reconciliation.

Councilor Jourdain asked how the reconciliations the state was asking for would be done.

Mayor Garcia explained that the state was threatening the city, emphasizing that the city needed to fix the problem, or they would come in and contract with someone to do the work if the city didn't contract with someone. He added that they would also raise it in the tax rate recap, and it wouldn't matter how much it was or if the city agreed with it. He added that was the direction the state was going, and he was trying to show the state that the city was doing what it needed to do to be responsible. He then explained he was hoping to believe Councilor Jourdain was the fiscal watchdog that cared about the direction the city was going but now was hearing interest in bringing the state in instead and waste more time.

Councilor Jourdain explained he was not saying that, adding that he was just asking about the transfer and trying to understand the DLS letter's suggestion that they could bring in resources.

Mayor Garcia stated that they would not be bringing in resources.

Councilor Jourdain clarified that the state would hire someone to do the work and charge the city for it. He then expressed his understanding that even if the transfer was approved, the city would still need to pay for the reconciliation to be done in 60 days, or the state would still come in and do it on their own. He added that he already heard it wasn't going to be done in 60 days.

Mayor Garcia stated that while it wouldn't be done in 60 days, this would show the state that the city was moving securing the help to facilitate and guide. He added that in meetings with the state, when he mentioned that the Finance Committee was in support and that the city was working with TJ Plante, that gave them some hope. He added that this amount would be a drop in the bucket of what was needed to

start moving the pieces. He then expressed hope that this could move in tandem with approving the restructuring. He then stated that he was trying to communicate with the state and show them that the Council was working on reforms to address longer term objectives and avoid going backwards.

Councilor Givner called the motion.

Councilor Jourdain stated that the Council should approve the transfer as a courtesy to the Mayor as the person asking for it, but there needed to be a lot of discussion about the memos and the rest of the budget on the 15th.

Mayor Garcia stated that the 15th would be a big ‘coming to Jesus’ day and all councilors were encouraged to attend the Finance Committee meeting.

President Murphy-Romboletti asked if it was okay to vote. She then stated that the motion was to reconsider the previous action and in favor of item 41.

Councilor Jourdain stated that there needed to be a vote to reconsider the action and remove it from committee.

President Murphy-Romboletti stated that she just said that.

Councilor Jourdain stated that he heard that it was a vote to approve it.

President Murphy-Romboletti stated that she stated it was a vote to reconsider the action.

Motion adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 1 (Bartley)--Absent 1 (Greaney).

Motion was made and seconded to suspend the necessary rules to take up late files 72, 73, and 74 as a package.

Jourdain- The Mayor, Auditor, and City Treasurer provide an update to the City Council on the closing of the FY24/25 audit and certification of free cash.
---> Received and referred to the Finance Committee.

Jourdain- The Mayor, Auditor, and City Treasurer provide an update to the City Council on filing of the Schedule A to the DLS.
---> Received and referred to the Finance Committee.

Jourdain- Receive contract and scope with Open Architects and for Tj Plante and the Mayor to provide regular updates to the City Council on progress.
---> Received and referred to the Finance Committee.

Meeting adjourned due to time expiring.

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 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.
---> Laid on the table.

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.
---> 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 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.
---> Laid on the table.

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

June 11, 2024, September 4, 2024, and April 15, 2025 Executive Session Minutes - Reviewed and ready for partial release as of September 17, 2025
---> Laid on the table.

December 9, 2024 Finance Committee Executive Session Minutes - Reviewed and withheld in entirety as of September 17, 2025
---> Laid on the table.

From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos- September 17, 2025 meeting minutes
---> Laid on the table.

COMMUNICATIONS

From Deb Brunelle, Chief Assessor, request to appoint Grant Schlosstein to Board of Assessors
---> Laid on the table.

Resolution supporting local control of municipal utilities and local efforts to achieve Massachusetts low carbon emissions goals.
---> Laid on the table.

From City of Holyoke Health Benefit Meeting Minutes of September 8, 2025
---> Laid on the table.

From Board of Fire Commissioner-Meeting Minutes from August 20, 2025
---> Laid on the table.

Notice of Community Outreach Meeting-Cannabis Courier and Manufacturer
---> Laid on the table.

PETITIONS

Petition from Residents of Ward 1- concerns regarding crosswalk at Chestnut and Lymans Streets
---> Laid on the table.

PRESIDENT'S REPORT

REPORTS OF COMMITTEES

The Committee on Ordinance to whom was referred an order that City Council adopt the attached Substitute Municipal Modernization Ordinance

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

---> Laid on the table.

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.

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

---> Laid on the table.

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

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

---> Laid on the table.

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.

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

---> Laid on the table.

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

have considered the same and Recommended that the order has been complied with.

Committee Members:

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

---> Laid on the table.

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.

have considered the same and Recommended that the order be given a leave to withdraw.

Committee Members:

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

---> Laid on the table.

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

have considered the same and Recommended that the order be given a leave to withdraw.

Committee Members:

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

---> Laid on the table.

Motion was made and seconded to suspend the necessary rules to take up items 36 through 38 as a package.

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.

have considered the same and Recommended that the special permit be granted with the following conditions:
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.
3. That the applicant will restrict parking of customers to the driveway.

Committee Members:

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

---> Laid on the table.

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.

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

Committee Members:

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

---> Laid on the table.

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.

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

Committee Members:

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

---> Laid on the table.

ORDERS AND TRANSFERS

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.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

Rivera, J-Ordered that a handicap sign be placed outside of 167 Elm St. for Zoila Diaz, handicap placard number PL000058.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

Vacon- ORDER: Place a permanent speed feedback sign on a pole on Southampton Road (near Fir Lane).
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

Bartley-The city remove tree stump in city owener tree belt proximate to 75 Elmwood Ave.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

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.
---> Laid on the table.

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 nade 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.
---> Laid on the table.

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.
---> Laid on the table.

Bartley -HPD enforce compliance with Stop sign at intersection of Lawler and Martin Streets. Several complaints were recently received.
---> Laid on the table.

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, October 7, 2025.

Joshua A Garcia, Mayor
---> Laid on the table.

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, October 7, 2025.

Joshua A Garcia, Mayor

---> Laid on the table.

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, October 7, 2025.

Joshua A Garcia, Mayor
---> Laid on the table.

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, October 7, 2025.

Joshua A Garcia, Mayor
---> Laid on the table.

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.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, October 7, 2025.

Joshua A Garcia, Mayor
---> Laid on the table.

Adjourned at 10:30 p.m.

City of Holyoke
City Council

- VACON - ORDER: that the city solicitor provide a written legal opinion re: the ruling of the solicitors office (see email from Mayor Garcia below) on the validity of the approval of order for the $137,000 transfer (item 41) on the agenda of the 10/7/25 City Council meeting. Earlier in the meeting, the item had been voted to be referred to Finance Committee. At the end of the meeting, first a vote to reconsider was required to be approved, then a vote to pass the second reading to allow the item to pass, but it appears from my review of the audio tape that only a motion to reconsider was considered and approved. It appears no Motion to pass the second reading as required by the Charter was ever stated and no vote followed the reconsideration vote. I did not vote to approve a transfer as stated in my email to our City Clerk, Admin Assist & forwarded to Attny Bissonnette on October 9, 2025. Also, City Solicitor, please provide a written opinion on the fact that based on the two voted time extensions of ten minutes each, that the vote to reconsider itself occurred a full ten minutes after the meeting had been automatically adjourned by operation of council rules. If the last minute vote occurred after adjournment then is the item still in the Finance Committee based on the valid vote from earlier in the meeting? See below: video of vote on item #41 & emails from law department & mayor. The video portion below includes the actual language.

Received and Adopted. Referred to the Law Department

Presented to the Mayor	**Mayor's Office**
For Approval Oct 22 2025	Holyoke, MA _____ 20
Brenda M. Leary	Approved
City Clerk	Mayor

October 27, 2025

Honorable City Council
City of Holyoke
City Hall

Re: Ordered, that the city solicitor provide a written legal opinion re: the ruling of the solicitors office on the validity of the approval of order for the $137,000 transfer (item 41) on the agenda of the 10/7/25 City Council meeting.

Dear Honorable City Councilors,

I am returning a recent order from the Council (agenda item #96, passed on a voice vote on October 21, 2025) with my written veto.

While I acknowledge the confusion that arose on October 7th during discussions and understand that the meeting extended late into the evening, I believe that post-meeting challenges are no longer appropriate considering that the solicitor's office weighed in on the order already, the Council President and the City Clerk ruled that it passed, it was reported favorably out of Finance Committee, and finally passed by the City Council. The intent of the Council to approve the transfer has been clear, the transfer has already been implemented, the funds are encumbered via purchase order, and the contract has been executed.

Attached to this message is a copy of the contract between the City and Open Architects, which is intended to assist the city in working toward a resolution with the Department of Revenue regarding outstanding reconciliation issues.

As you may recall, my request for $300,000 for professional services to support years of clean-up work in the treasurer's office, including continuing updating the city accounts, was rejected in FY24 by the Council. The failure to approve this, along with a broader pattern of delays over the past two decades in adopting state financial management recommendations, has contributed significantly to the Department of Revenue's recent actions. At this point, the city cannot afford further delays or diversion tactics.

While I appreciate the Council's willingness to seek legal opinions on procedural matters, it appears that this situation involves more of a parliamentary procedural issue rather than a legal one. I would refer you back to the agreement made during negotiations for the approval of the Municipal Finance Modernization Act, which included proposals to fund a parliamentarian position and potential legal challenges by the Auditor or the Council. I supported both proposals and was prepared to fund them

this year. Unfortunately, no compromise has been reached, and additional demands continue to divert focus from strengthening our financial capacity.

This recent request for an opinion seems to be another instance of delays that have hindered the city's ability to address its financial challenges. I am committed to complying with the Department of Revenue's order promptly, with the assistance of outside consultants.

I must emphasize that the lack of a centralized financial management plan has brought us to this point. Meaningful, structural change is necessary to prevent the city from remaining stuck in the same cycle - one that has persisted for over 20 years due to ignoring the clear recommendations from the state.

For these reasons, I am exercising my veto of Order #96, as approved by the City Council on October 21, 2025.

Sincerely,

Joshua A. Garcia, Mayor

Upon execution by all parties, this AGREEMENT (the "Agreement") shall be effective as of 3/3/2025, by and between the **CITY OF HOLYOKE** (the "City"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040 acting by and through the approval of the Mayor (collectively, the "City"), and Open Architects, INC with principal offices at 71 Commercial Street #220, Boston, MA 02109 ("the **Consultant**").

WITNESSETH: THAT

In consideration of the Agreement Price to be paid to the Consultant, as set forth in this Agreement and the Scope of Work which is attached hereto as Exhibit A and incorporated herein by reference, for the Services as described in the Scope of Work, and of the mutual promises and agreements hereinafter set forth, it is understood and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. This Agreement represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto. Any changes to the official printed language of this Agreement shall be void.

B. The Consultant is responsible for ensuring that all services under this Agreement are performed in accordance with the requirements of this Agreement.

II. TERM AND TIME FOR PERFORMANCE

The term of this Agreement shall commence on 10/20/2025 and end upon the completion of the work, which is expected to occur on 6/30/2025. This Agreement may be earlier terminated or extended according to the terms and conditions of this Agreement. Any extension of the term of the Agreement will require a written amendment to the Agreement signed by the authorized representatives of the parties listed on the signature page hereto, or their successors in office or title.

III. COMPENSATION

A. The City's maximum liability under this Agreement for the services described herein shall not exceed $162,000.00. All fees set forth in this Agreement shall include all costs incurred by the Consultant under this Agreement.

B. The City shall submit payment to Consultant no later than thirty (30) days after receipt of an invoice.

D. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount currently appropriated therefore under this Agreement.

E. The Consultant is an independent contractor; as such, any taxes and other

requirements of federal, state and local governmental bodies including worker's compensation and disability insurance if and to the extent required by law, shall be its sole responsibility.

F. In the event the City requests additional services from the Consultant, the terms and conditions of the performance of those services, including any change in compensation, shall be set forth in an amendment to this Agreement, signed by the authorized representatives of the parties listed on the signature page hereto, or their successors in office or title.

IV. RELATIONSHIP OF THE PARTIES

The Consultant is an independent contractor, and nothing in this Agreement shall be construed as making the City and the Consultant partners or as creating the relationship of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever.

V. INDEMNIFICATION AND INSURANCE

A. The Consultant shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City and their respective officers, agents, and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Consultant, its agents, associates, consultants, employees, partners, or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the agreement.

B. The Consultant shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate, covering the Consultant and any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement, naming the City of Holyoke as an "additional insured."

C. The Consultant shall also obtain and maintain all required automobile insurance coverage and worker's compensation insurance at all times during the term of this Agreement.

E. The Consultant shall provide, maintain and require its subcontractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Consultant is an independent contractor and is not an employee of the City.

VI. TERMINATION AND CANCELLATION

A. By the City:
1. The City may terminate this Agreement for cause if the Consultant breaches any material obligation under this agreement by sending written notice to the Consultant,

effective fourteen (14) days after receipt unless the Consultant cures such breach within the fourteen (14) day period or, if such breach cannot be cured within 14 days, unless the Consultant commences to cure such breach within the 14-day period and diligently and continuously works to cure the breach thereafter.

2. The City reserves the right to terminate this Agreement for convenience upon 10 days written notice to the Consultant. Upon termination for convenience, the City shall pay the Consultant for satisfactory work and/or delivery of supplies rendered up to the date of termination.

B. By the Consultant:

1. The Consultant may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective fourteen (14) days after receipt unless the City cures such breach within the fourteen (14) day period or, if such breach cannot be cured within fourteen (14) days, unless the City commences to cure such breach within the 14-day period and diligently and continuously works to cure the breach thereafter.

2. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.

VII. CONFLICT OF INTEREST

A. The Consultant covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

C. Compliance With Ethics Laws Requirements: The Consultant agrees to comply with all applicable provisions of the amendments to Mass. Gen Laws ch 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"). To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), such employees of the Consultant may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics).

VIII. APPLICABLE LAW AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in

any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

IX. NONDISCRIMINATION

In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Consultant shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Consultant may be declared ineligible for further City contracts.

X. REMEDIES

A. If the Consultant shall provide services to the City in a manner which is not to the satisfaction of the City, as determined by the Superintendent, the City may suspend or terminate payment to the Consultant in whole or in part and in addition may:

1. Require the Consultant to provide services which are satisfactory to the City at no additional cost to the City, or

2. Obtain services at the cost of the Consultant in substitution for those due from the Consultant, or

3. Terminate this Agreement.

XI. CONFIDENTIALITY

The Consultant agrees that any and all information obtained, reports prepared, and conclusions reached hereunder are for the confidential information of the City, and the Consultant shall not disclose any of the same in whole or in part to any person whatsoever or discuss the same with any person whatsoever, other than the City's authorized representatives, except when called upon to do so and when authorized by the City.

XII. LIABILITY

Any documentation developed by the Consultant for the Client is being produced by the Consultant for the Client as a work for hire; therefore, Client assumes full

responsibility for each document's accuracy, completeness, and fitness. The Client agrees to indemnify and hold harmless the Consultant against any and all claims, costs, and expenses, including attorney's fees, due to a denial of requested funding for any application.

XIII. MISCELLANEOUS

A. Consultant shall not assign or transfer its respective interests in this Agreement without the prior written consent of the City, and no such assignment or transfer shall be valid or binding upon the City without such consent.

B. The Consultant agrees to perform all services and provide all equipment in a professional, competent, proper, and safe manner and to comply with all applicable laws, rules, regulations, codes, local ordinances, and all other authority applicable to the subject of this Agreement. Consultant is responsible for ensuring that it's employees, agents, and any subcontractors comply with this section.

C. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

D. Failure by either party at any time to require performance by the other or to claim a breach of this Agreement will not be construed as a waiver of any right under this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

F. The expiration or termination of this Agreement shall not affect the provisions therein which by their terms and meaning are of a continuing nature.

G. Notices: written notices stating general nature of any claim, dispute or request shall be delivered by the claimant to the other party to the contract promptly (but in no event later than 30 days) after the start of the claim, dispute or request.

H. All terms and conditions as they appear on the back of the Purchase Order are applicable and in full force during the entire life or existence of this agreement.

IN WITNESS WHEREOF, the City of Holyoke and Open Architects INC, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

[Remainder of page intentionally left blank; signature page to follow.]

CONSULTANT,
NAME :

Printed Name: Seth Racine, Open Architects, Inc.

Signature: SRac

Title: CEO

Date signed: 10/25/2025

CITY OF HOLYOKE:

Jaime Morrow

Chief Procurement Officer
Date signed: 10/27/2025

Approved as to appropriation:

In Progress - Mikowski

City Auditor
Date signed: 10/27/2025

APPROVED:

Joshua A. Garcia

Joshua A. Garcia, Mayor
Date signed: 10/27/2025

Approved as to form:

Already in progress Lisa A. Ball

City Solicitor
Date signed: 10/27/2025

Certify that all local taxes have been paid in full if applicable:

Laura Wilson

Tax Collector
Date signed: 10/27/2025

PO #20260725
BID # N/A Tips Contract https://www.tips-usa.com/index.cfm
Vendor #50834

City of Holyoke
536 Dwight Street
Holyoke, MA 01040
Phone: (413) 322-5510
https://www.holyoke.org/

Purchase Order

Fiscal Year 2026 — Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**20260725-001**
Purchase Order Date	10/14/2025
Department	MAYOR'S OFFICE

Bill To
Holyoke Purchasing Department
536 Dwight Street #3
Holyoke, MA 01040
Phone: (413) 322-5650
Fax: (413) 322-5651

Ship To
MAYOR'S OFFICE
ROOM 1-CITY HALL
536 DWIGHT STREET
HOLYOKE, MA 01040

Vendor
OPEN ARCHITECTS, INC
71 COMMERCIAL STREET #220
BOSTON, MA 02109

Delivery must be made to the ship to location specified. Additional work and charges must be approved by the Purchasing Department. TAX ID#: 046-001-393

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	DELIVERY REFERENCE
207-522-6306	SETH@OPENARCHITECTSK12.COM	50034	20260876	Jaime Morrow	

NOTES

OPEN ARCHITECTS FISCAL HELP

ADDITIONAL WORK MUST BE APPROVED IN WRITING BY THE PURCHASING DEPT OR WILL NOT BE PAID FOR.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONTRACT BETWEEN CITY AND OPEN ARCHITECTS FOR CAFO/FINANCIAL SERVICES.	1.0000	EACH	$140,000.0000	$140,000.00
2	SUPPORT FISCAL HELP TREASUERERS OFFICE	1.0000	EACH	$22,000.0000	$22,000.00

GL SUMMARY	
11212 - 53009	$140,000.00
11452 - 53010	$22,000.00

The City of Holyoke's Purchase order Terms and Conditions can be viewed at: www.holyoke.org/departments/purchasing

Any performance by vendor pursuant to this Purchase Order constitutes vendor's acknowledgement that vendor has read and agreed to the referenced Standard Terms & Conditions.
Contracts (if required) must be fully executed prior to the commencement of services and the purchase of goods/supplies associated with this Purchase Order.
Some work require prevailing wages. Contact the requesting department for more information.

Authorized Signature

Total Ext. Price	$162,000.00
Purchase Order Total	**$162,000.00**

Vendor Copy

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

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

CORPORATE AFFIDAVIT FORM

Open Architects, Inc.	82-1350583	1-833-982-3282
COMPANY NAME	FID OR SOCIAL SECURITY	PHONE NUMBER

	seth@openarchitectsk12.com
DUNS NUMBER (IF APPLICABLE)	EMAIL ADDRESS

71 Commercial Street #2200, Boston	MA	02109
ADDRESS CITY	STATE	ZIP CODE

S Racine	CEO
AUTHORIZED SIGNATURE	TITLE

Seth Racine	CEO
PLEASE PRINT NAME OF AUTHORIZED SIGNER	TITLE

FAX NUMBER _____

PHONE NUMBER 207-522-6386

E-MAIL- (PLEASE PRINT CLEARLY) seth@openarchitectsk12.com

PLEASE CHECK WHERE APPROPRIATE

MINORITY OWNED BUSINESS ENTERPRISE _____

WOMEN OWNED BUSINESS ENTERPRISE _____

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

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

TAX CERTIFICATION FORM

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

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

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

FURTHERMORE, I HAVE NO OUTSTANDING OR LATE CITY TAXES.

Open Architects, Inc.	82-1350583
COMPANY NAME	FEDERAL IDENTIFICATION/ SOCIAL SECURITY NUMBER

71 Commercial Street #2200, Boston		MA	02109
ADDRESS	CITY	STATE	ZIP

	CEO
AUTHORIZED SIGNATURE	TITLE

Seth Racine	10/25/2025
PRINT NAME-AUTHORIZED SIGNER	DATE SIGNED

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

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

CERTIFICATE OF NON-COLLUSION FORM

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

SIGNATURE OF AUTHORIZED PERSON SIGNING PROPOSAL

Seth Racine
PRINT NAME

Open Architects, Inc.
NAME OF BUSINESS

82-1350583
FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

207-522-6386
PHONE NUMBER

10/25/2025
DATE

E-MAIL (PLEASE PRINT CLEARLY) seth@openarchitectsk12.com

City of Holyoke Purchasing Department
Holyoke City Hall
536 Dwight Street #3
Holyoke, MA 01040-5078
(413)-322-5650

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

DEBARMENT DISCLOSURE FORM

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

Please Print Below

NAME OF BIDDER: Open Architects, Inc.

BY: SRi

Seth Racine, CEO
PLEASE PRINT NAME & TITLE OF AUTHORIZED PERSON SIGNING

71 Commercial Street #2200
ADDRESS

Boston, MA 02109
CITY, STATE, ZIP CODE

207-522-6386
PHONE NUMBER

E-MAIL seth@openarchitectsk12.com

10/25/2025
DATE

A RESOLUTION
TO FILE AND ACCEPT A RECREATION GRANT WITH AND FROM
THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS FOR THE RENOVATION OF LAND FOR THE ANNIVERSARY HILL PARK a/k/a CRAFTS HILL/SCOTT TOWER PROJECT

WHEREAS, the Massachusetts General Laws, Chapter 21, authorizes the EOEEA- Division of Conservation Services to administer state and federal assistance to municipalities for acquiring and/or developing outdoor recreation facilities, and

WHEREAS, the Executive Office of Energy and Environmental Affairs (EEA) is offering reimbursable grants to cities and towns to support the preservation and restoration of urban parks through the Parkland Acquisitions and Renovations for Communities grant program (301 CMR 5.00); and

WHEREAS, Anniversary Hill Park a/k/a Craft Hill/Scott Tower, hereinafter referred to as "the Park", is dedicated to park and recreation purposes pursuant to Massachusetts General Laws, Chapter 45, Section 3; and

WHEREAS, the City of Holyoke, hereinafter referred to as "the City", is desirous of seeking said financial assistance to revitalize the Park, which is a community wide asset as evidenced in the most recent Holyoke Open Space and Recreation Plan; and

WHEREAS, the main focus of the Plan is to renovate the tower known as Scott Tower and surrounding landscape, improving accessibility and climate resiliency. The overall cost and financial budget constraints prevented the City from proceeding with the revitalization as one project; and

WHEREAS, due to the cost and financial budget constraints, the City is proceeding with the revitalization of the Park through a series of phases to be implemented over time and by priority as city financial resources became available together with the use of grant funding, if and when available; and

WHEREAS, Phase II of the Park's revitalization project will cost a total of Seven Hundred Thousand, Five Hundred and Fifty ($700,550.00) Dollars; and

WHEREAS, on October 7, 2025, the City has available for appropriation of Seven Hundred Thousand, Five Hundred and Fifty ($700,550.00) Dollars from the City's Stabilization Fund; and

WHEREAS, the City's Parks and Recreation Department has been awarded Four Hundred Twenty Five Thousand ($425,000.00) Dollars in reimbursable grant funds by the Commonwealth of Massachusetts EOEEA-Division of Conservation Services and Two Hundred Seventy Five Thousand Five Hundred Fifty ($275,550.00) dollars in local Community Preservation Act funds for the improvement of Anniversary Park and Scott Tower; and

NOW THEREFORE, be it resolved by the City Council of the City of Holyoke, as follows:

1. That the Mayor be authorized to execute a contract with and accept grant funds from the Executive Office of Energy and Environmental Affairs for the revitalization costs up to Four Hundred Twenty Five Thousand ($425,000) Dollars.

2. That the City of Holyoke has available for appropriation the entire cost of the revitalization of Anniversary Hill Park; which revitalization cost is Seven Hundred Thousand, Five Hundred and Fifty ($700,550.00) Dollars.

3. That the Mayor be authorized to enter into any agreements and execute any contracts or instruments necessary to effectuate the revitalization of Anniversary Hill Park.

4. That the Mayor be authorized to take other actions as necessary to carry out the terms, purposes, and conditions of the grant to be administered jointly by the Department and Office of Conservation and Sustainability and the City's Parks and Recreation Department, including the authority to file on behalf of the City of Holyoke any

and all applications necessary for the grants and/or reimbursements from the Commonwealth of Massachusetts that are deemed necessary pursuant to any statutes related to or connected with the Parkland Acquisitions and Renovations Grant.

5. That, upon receipt of the grant agreement/contract signed by the grantor and grantee, the revenues connected therewith be deposited in the appropriate fund, to be established.

6. That this resolution will take effect upon its passage.

In City Council _____, 2025

Adopted on a call of the roll yeas and nays.

Yeas _____ Nays _____ Absent _____

_____
Brenna M. McGee, City Clerk

PRESENTED TO THE MAYOR FOR APPROVAL ON _____, 2025
MAYOR'S OFFICE, HOLYOKE, MA

_____
Joshua A. Garcia, Mayor Attest

October 30, 2025

Mayor Joshua Garcia
Council President Tessa Murphy-Romboletti
City of Holyoke
563 Dwight Street
Holyoke, MA 01040

RE: Resignation of the City Auditor Position

Mayor & Councilor,

Please accept this letter as my formal resignation of the City Auditor position effective 11/28/2025.

I want to say how grateful I am to have had this opportunity to work for the City of Holyoke and for all the wonderful people I have worked for and with over the years. It is a special place, and a piece of my heart will always be working for the city. If I can ever be of assistance after my resignation I hope you will feel free to reach out.

I will be leaving my office feeling confident of the team I have created and can assure you that these employees are the most trained, dedicated, and resourceful you will meet. We have been running the Auditor's Office together efficiently and effectively for many years and I hope you will appreciate them as much I do when I depart.

Thank you again for the learning experience and wonderful memories.

Tanya Wdowiak

CC: Auditor's Office
Personnel

October 19, 2025

Dear Mayor Garcia,

I am contacting you with concerns about excessive noise from the Wyckoff Country Club. My wife and I live at 27 Mount Tom Ave, one of the homes that border the golf course. We have lived here for over 15 years and have never experienced a problem like this until now. In this past year, the new owners of the Wyckoff Country Club have been holding outdoor music events with no regard for how it affects their neighbors.

Our neighborhood has been a quiet, peaceful place, with neighbors who respect each other. Some of our neighbors have lived here for much longer than us, two to three times longer than we have. They have raised families here. We all moved into homes next to a golf course, not a music venue. Now, on Saturday evenings, when we'd like to relax in our homes, we are instead stressed by the unwelcome noise that comes from speakers blasting music into our neighborhood. And on Sunday afternoons, when we'd like to peacefully watch a football game, or play cards, we are disrupted by the pounding and vibration of drums and bass guitars. In the summer, we can no longer enjoy sitting on our deck, breath the fresh air with our windows open. We are closing our windows to reduce the noise, but even with the windows closed, we hear the music inside of our homes.

We've called Wyckoff and asked them to turn it down, but they haven't. We've contacted Meg Magrath-Smith and she is trying to help. We've also called the Holyoke Police and submitted a report. I believe they spoke with the owners, but nothing has changed. I have recordings to document the noise, and we will continue to file reports.

Our neighbor David Wernick contacted the Holyoke Zoning Officer, Davin Pasek. Davin was kind enough to pass along the Zoning Ordinance 6.5.1 General, which addresses "performance standards." As stated in the ordinance, "offensive noise or vibration" are not permitted and is affecting the "peaceful enjoyment" of our property. The excessive noise and vibration of the music outdoors at Wyckoff Country Club is a violation of this ordinance.

We ask for your support Mayor Garcia. This situation will affect our property values and the ability to sell our homes. It is already affecting our peace of mind. Please speak to the owners of Wyckoff to alleviate the excessive noise permeating our homes. Please enforce the ordinance to allow us to live side by side in a peaceful way. If no solution is found, we will have to move out of Holyoke.

Sincerely,
Sigrid Stevens and Kimberli Paine
27 Mount Tom Ave, Holyoke, MA.

Edward Owen
78 Hill St
West Springfield MA 01089
413-540-0265

City of Holyoke
20 Korean Veterans Plaza 204
Holyoke, MA 01040

To whom it may concern: September 27, 2025

I am sending this letter as a request to renew the License Agreement that was adopted on September 27,2021 and that is up for renewal on September 27, 2025.

The mentioned license Agreement pertains to a Handicap Ramp located at 120 Front St, Holyoke, MA.

I would also like to respectfully request to have the License Agreement amended to a permanent Easement Agreement between the City of Holyoke and Edward Owen.

Thanking you in advance for your help in this matter.

Sincerely: Edward Owen

LICENSE AGREEMENT

This LICENSE AGREEMENT is made this _____ day of November 2025, by and between the **CITY OF HOLYOKE**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040 (hereinafter referred to as the "Licensor") and **EDWARD A. OWEN**, an individual with a business address of 120 Front Street, Holyoke, Massachusetts 01040 (hereinafter called the "Licensee").

The Licensor, being the owner of real property more particularly described in an Order of Taking recorded in the Hampden County Registry of Deeds in Book 22320, Page 505 on August 20, 2018 (hereinafter referred to as "the Property") hereby grants to the Licensee the following:

I. SCOPE OF LICENSE

A. The Licensee owns land and a building located at 120 Front Street, with the land shown on Exhibit "A" which is attached hereto, and it is the Licensee's desire to reconstruct and maintain the access and egress improvements to such building shown on Exhibit "B". In order to implement such reconstruction and maintenance, the Licensor will allow the Licensee to use that portion of Front Street, which is owned by the Licensor by virtue of an eminent domain taking recorded in the Hampden County Registry of Deeds in Book 22320, Page 505, adjacent to his building to construct handicap access and egress to said building located at 120 Front Street.

B. The Licensee shall make all such reconstruction and improvements in accordance with all applicable federal, state, and local laws, regulations, and requirements.

C. The Licensee shall obtain all the necessary permits prior to beginning reconstruction.

D. The Licensee shall be solely responsible for the construction of said access and egress improvements made by the Licensee, and for any upkeep, maintenance, or repair of the site, including the cost thereof and ensure compliance with any federal, state, and local laws, regulations and requirements and the cost thereof. The Licensor shall have no obligation to construct, reconstruct, upkeep, maintain or repair of the Licensee's improvements.

E. The Licensor shall have no responsibility for the monitoring of the License Area and the Licensee shall indemnify and hold harmless the Licensor from any and all liability relating to injuries or claims of any kind related to the License Area and in connection with any entry upon the Property occurring pursuant to this License, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against the Licensor as a result of the existence, operation, maintenance and/or repair of the License Area.

F. In the event of a public safety emergency, the Licensor may rescind this License effective immediately and without prior notice, in which case, the Licensee must remove all of the improvements as ordered by the Licensor. Notwithstanding language to the contrary, the parties hereto shall bilaterally confer as to the time, place, and method of the removal or alteration of the ramp, and said removal or alteration shall be completed in a reasonable timeframe and in a workmanlike manner.

II. TERM AND TIME FOR PERFORMANCE

A. This Agreement shall be for a term of two (2) years commencing upon the date on which this License Agreement becomes fully executed. This License may be renewed for additional two (2) year periods upon the Licensor's receipt of a written request for such renewal periods, which must be given at least thirty (30) prior to the expiration of any two (2) year term, which renewal shall not be unreasonably denied. However, in the event that renewal of this License must be denied for good and reasonable cause, the Licensor shall not own the improvements made by the Licensee, and therefore, the Licensee shall remove the improvements that he made within six (6) months after receiving notice of non-renewal from the Licensor."

III. INDEMNIFICATION AND HOLD HARMLESS, INSURANCE

A. The Licensee shall assume the defense of (with counsel acceptable to the Licensor) and indemnify and hold harmless the Licensor and its respective officers, agents, and employees from all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Licensee, its agents, associates, consultants, employees, partners, or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the agreement.

B. The Licensee hereby waives and relinquishes all claims, liabilities, causes of action, demands, and costs and expenses related to the subject matter of this agreement now or hereafter arising with respect to injury to persons or property occasioned by, directly or indirectly, the condition of the Properties or any improvements thereon or any other facts or occurrences with respect to the Licensor's conduct under this Agreement.

C. The Licensee shall,

1. General Liability Insurance: General Liability Insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate, covering the Licensee and any person or business entity for whose performance the Licensee is legally liable, arising out of the performance of this Agreement, naming the City of Holyoke as an "additional insured".

2. Auto Liability Insurance and Worker's Compensation Insurance: All required automobile insurance coverage for any vehicles used in the performance of this Agreement, and worker's compensation insurance required by law, at all times during the term of this Agreement.

3. Certificates of Insurance: The Licensee shall file with the Licensor a certificate/s evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement as Exhibit #1.

IV. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Licensee agrees as follows:

A. The Licensee will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Licensee will take affirmative action to ensure that clients, applicants, and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.

A. In the event of the Licensee's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Licensee may be declared ineligible for further City contracts.

V. APPLICABLE LAW AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

VI. GENERAL PROVISIONS

A. This Agreement represents the entire and integrated Agreement between the Licensor and the Licensee and supersedes all prior negotiations, representation, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties hereto.

B. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

IN WITNESS WHEREOF, the City of Holyoke and Edward A. Owen, have executed this Agreement as a sealed instrument on the day and year as the same is signed by all parties hereto, on the latest date noted below.

EDWARD A. OWEN

_____
Signature

Date signed: _____

CITY OF HOLYOKE

_____
Mayor

Date signed: _____

Approved as to form:

_____

City Solicitor

Date signed: _____

Removed

M94889	1996	INTERNATI(	2000	1HTGBAARXTH344360	Holyoke	MA	53618	45000	314	79
M74476	2004	INTERNATI(	7000	1HTWGADT04J089135	Holyoke	MA	70243	2700	404	59
M5539A	1991	OSHKOSH	CHASSIS	10T3E1BXXN1043367	Holyoke	MA	50000	41500	014	99
M5540A	1992	OSHKOSH	CHASSIS	10T3E1BX6N1044158	Holyoke	MA	50000	41500	014	99
M99217	2007	FORD	F550	1FDAF57P97EA36488	Holyoke	MA	30665	7300	214	99
M5305A	2006	FORD	F450	1FDXF47P76EC24185	Holyoke	MA	33145	14000	214	99
MF8941	2006	FORD	EXPEDITIOI	1FMPU16596LA10458	Holyoke	MA	37370	6900	790	90
MF2660	2007	FORD	ESCAPE	1FMYU93177KA38495	Holyoke	MA	24010	4300	790	90
MF2610	2007	FORD	ESCAPE	1FMYU93197KA38496	Holyoke	MA	24010	4300	790	90
6668ZJ	2006	FORD	TAURUS	1FAFP53U36A191097	Holyoke	MA	20830	3322	791	10
873J	2007	FORD	CROWN VI(	2FAFP71W77X104178	Holyoke	MA	25500	4104	791	10
MP7042	2011	FORD	CROWN VI(	2FABP7BV0BX100471	Holyoke	MA	27440	4129	791	10
M7409A	2012	FORD	ECONOLIN	1FMNE1BW0CDB30643	Holyoke	MA	31085	8520	014	99
M7547A	2019	FORD	F650	1FDNF6DC7KDF13894	Holyoke	MA	118000	31000	790	90
M6535A	2014	FORD	ECONOLIN	1FDEE3FL9EDA34329	Holyoke	MA	28660	8520	014	99
H535	2022	FORD	EXPLORER	1FM5K8AB0NGA54438	Holyoke	MA	62771	6160	790	90

Added										
MVN M845(	2025	TORO	31699	418429989	Holyoke	MA	153940	7070	014	99
MF8941	2006	FORD	Explorer	1FM5K8AW0PNA09386	Holyoke	MA	33950		790	80
M82636	2024	FORD	Transit	1FTBR1C8XRKA07920	Holyoke	MA	61000	9000	014	99
MVN MF26(	2024	FORD	ESCAPE	1FMCU9NZ9RUB02024	Holyoke	MA	39185		790	90
MVN MF26:	2024	FORD	ESCAPE	1FMCU9NZ7RUA34905	Holyoke	MA	42095		790	90
MVN M742'	2024	Kubota	RTV-X1100	A5KC2GDBCRG089205	Holyoke	MA	27769		014	99
MVN M742(	2024	Kubota	RTV-X1100	A5KC2GDBHRG089203	Holyoke	MA	27769		014	99
PAN 4ZFG3	2009	Ford	Taurus	1FAHP23W29G117907	Holyoke	MA	24125		791	10
	2023	John Deere	XUV865M	1M0865MDJPM060541	Holyoke	MA	36647		014	99
PAN 4EZM3	2009	Audi	A532	WAUDK78T19A034083	Holyoke	MA	3375		791	10
MVN M846(	2025	INTERNATI(	HV507	3HAEDTAR7SL611637	Holyoke	MA	275788	45760	404	59
MVN J992	2024	Chevrolet	Tahoe	1GNSKLED7RR323851	Holyoke	MA	79526		791	10
MVN J993	2024	Chevrolet	Tahoe	1GNSKLED8RR322823	Holyoke	MA	79526		791	10
MVN J994	2024	Chevrolet	Tahoe	1GNSKLEDXRR326727	Holyoke	MA	79472		791	10
PAN 5XFD1	2022	Ford	Edge	2FMPK4J92NBA36061	Holyoke	MA	39345		791	10
PAN 5XFD3	2022	Ford	Edge	2FMPK4G9XNBA25882	Holyoke	MA	37945		791	10
PAN 5XFE8	2022	Ford	Edge	2FMPK4G99RBA59768	Holyoke	MA	38465		791	10
PAN 5XFE9	2022	Ford	Edge	2FMPK4K9XNBA49767	Holyoke	MA	43100		791	10
MVN M754'	2024	Ford	E450	1FDXE4FN0RDD18275	Holyoke	MA	98500	14500	214	99
MVN J989	2010	Ford	Expedition	1FMJU1G51AEB48643	Holyoke	MA	38485		791	10
M9635B	2025	Ford	F550	1FDUF5HN9SDA08148	Holyoke	MA	81613	19000	214	99
M9634B	2025	Ford	F550	1FDUF5HN8SDA08366	Holyoke	MA	81613	19000	214	99
M9633B	2025	Ford	F550	1FDUF5HN2SDA08217	Holyoke	MA	81613	19000	214	99

City Claim Trends

Multiple Points in Time

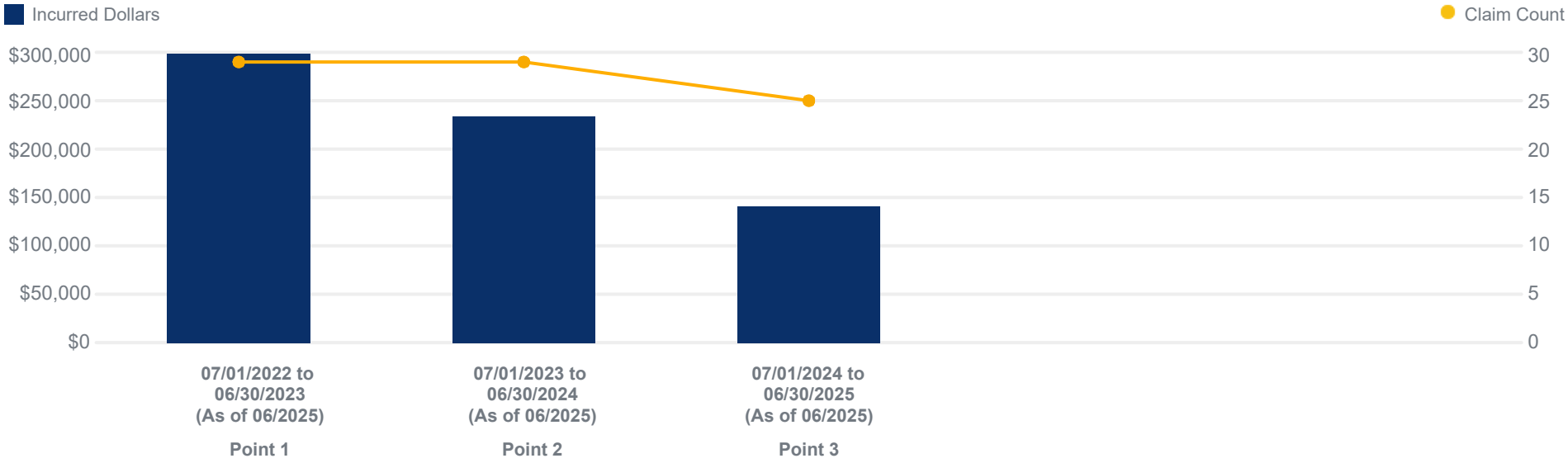
Dates and Valuation Points

07/01/2022 → 06/30/2023 (As of 06/2025)
07/01/2023 → 06/30/2024 (As of 06/2025)
07/01/2024 → 06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

Overview



	Claim Count Variance	Incurred Dollars Variance
Point 1 → Point 2	0%	-21.61% ↓
Point 2 → Point 3	-13.79% ↓	-39.77% ↓

City Claim Trends

Multiple Points in Time

Dates and Valuation Points

07/01/2022 → 06/30/2023 (As of 06/2025)
07/01/2023 → 06/30/2024 (As of 06/2025)
07/01/2024 → 06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

		07/01/2022 to 06/30/2023 (As of 06/2025)	07/01/2023 to 06/30/2024 (As of 06/2025)	07/01/2024 to 06/30/2025 (As of 06/2025)
GRAND TOTAL	Claim Count:	29	29	25
	Incurred Dollars:	$299,320.00	$234,628.00	$141,320.00
DEPARTMENT	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$4,500.00
Cause VEH IMPACT,COLL,UPSET,OVERTURNED-VEH DAM - AX	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$4,500.00
DEPARTMENT CITY HALL - CYH	Claim Count:	1	2	3
	Incurred Dollars:	$0.00	$12,650.00	$1,215.00
Cause ALL OTHER COMPREHENSIVE CLAIMS - AN	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$292.00
Cause NO UNSAFE ACT BY INSURED - 15	Claim Count:	1	1	2
	Incurred Dollars:	$0.00	$8,096.00	$923.00
Cause UPSET/OVERTURN/LOST CONTROL - C8	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$4,554.00	$0.00
DEPARTMENT CLAIMS PRIOR TO 2023 - PRI	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$2,017.00
Cause ALL OTHER COLLISION/LIAB LOSSES - CI	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$2,017.00
DEPARTMENT DPW - DPW	Claim Count:	12	11	4
	Incurred Dollars:	$160,947.00	$43,070.00	$3,294.00
Cause ALL OTHER COLLISION/LIAB LOSSES - CI	Claim Count:	1	0	0
	Incurred Dollars:	$0.00	$0.00	$0.00
Cause ALL OTHER COMPREHENSIVE CLAIMS - AN	Claim Count:	1	0	0
	Incurred Dollars:	$5,314.00	$0.00	$0.00
Cause FAILURE YIELD RIGHT OF WAY - C1	Claim Count:	0	3	1
	Incurred Dollars:	$0.00	$31,875.00	$1,553.00

City Claim Trends

Multiple Points in Time

Dates and Valuation Points

07/01/2022 → 06/30/2023 (As of 06/2025)
07/01/2023 → 06/30/2024 (As of 06/2025)
07/01/2024 → 06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

		07/01/2022 to 06/30/2023 (As of 06/2025)	07/01/2023 to 06/30/2024 (As of 06/2025)	07/01/2024 to 06/30/2025 (As of 06/2025)
Cause INSURED VEHICLE BACKED INTO OV - C6	Claim Count:	1	1	0
	Incurred Dollars:	$4,204.00	$2,493.00	$0.00
Cause IV HIT PARKED CAR OR OTHER OBJECT - C3	Claim Count:	2	0	0
	Incurred Dollars:	$15,626.00	$0.00	$0.00
Cause NO UNSAFE ACT BY INS ROCKS/DEBRIS - 17	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$1,876.00	$0.00
Cause NO UNSAFE ACT BY INSURED - 15	Claim Count:	4	3	1
	Incurred Dollars:	$116,435.00	$464.00	$0.00
Cause OBJECT IN ROADWAY - AE	Claim Count:	1	0	0
	Incurred Dollars:	$11,543.00	$0.00	$0.00
Cause OTHER VEHICLE REARENDED IV - C5	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$1,016.00	$0.00
Cause PASSING, SIDE SWIPE - CD	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$1,660.00
Cause UNSAFE PARKING - 06	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$5,346.00	$0.00
Cause UPSET/OVERTURN/LOST CONTROL - C8	Claim Count:	2	1	1
	Incurred Dollars:	$7,825.00	$0.00	$81.00
DEPARTMENT FIRE - FIR	Claim Count:	1	0	0
	Incurred Dollars:	$20,953.00	$0.00	$0.00
Cause IV RAN TRAFFIC LIGHT/STOP SIGN - 0F	Claim Count:	1	0	0
	Incurred Dollars:	$20,953.00	$0.00	$0.00
DEPARTMENT POLICE - POL	Claim Count:	12	15	12
	Incurred Dollars:	$109,638.00	$178,885.00	$121,662.00
Cause ALL OTHER COLLISION/LIAB LOSSES - CI	Claim Count:	1	0	0
	Incurred Dollars:	$80,243.00	$0.00	$0.00
Cause ALL OTHER COMPREHENSIVE CLAIMS - AN	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$0.00	$0.00

City Claim Trends

Multiple Points in Time

Dates and Valuation Points

07/01/2022 → 06/30/2023 (As of 06/2025)
07/01/2023 → 06/30/2024 (As of 06/2025)
07/01/2024 → 06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

		07/01/2022 to 06/30/2023 (As of 06/2025)	07/01/2023 to 06/30/2024 (As of 06/2025)	07/01/2024 to 06/30/2025 (As of 06/2025)
Cause FAILURE YIELD RIGHT OF WAY - C1	Claim Count:	1	2	1
	Incurred Dollars:	$6,206.00	$101,357.00	$0.00
Cause INSURED REARENDED OTHER VEHICLE - C2	Claim Count:	0	1	1
	Incurred Dollars:	$0.00	$9,936.00	$5,206.00
Cause INSURED VEHICLE BACKED INTO OV - C6	Claim Count:	2	1	0
	Incurred Dollars:	$3,047.00	$7,308.00	$0.00
Cause IV HIT PARKED CAR OR OTHER OBJECT - C3	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$75,186.00
Cause NO UNSAFE ACT BY INSURED - 15	Claim Count:	6	8	3
	Incurred Dollars:	$15,809.00	$44,696.00	$5,728.00
Cause OTHER VEHICLE REARENDED IV - C5	Claim Count:	0	0	2
	Incurred Dollars:	$0.00	$0.00	$18,273.00
Cause PASSING, SIDE SWIPE - CD	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$10,887.00
Cause TURN-CHANGE LANES - C9	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$4,397.00
Cause UNSAFE FOLLOWING DISTANCE - 03	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$176.00
Cause UPSET/OVERTURN/LOST CONTROL - C8	Claim Count:	2	2	1
	Incurred Dollars:	$4,333.00	$15,588.00	$1,809.00
DEPARTMENT SCHOOLS - SCH	Claim Count:	2	1	4
	Incurred Dollars:	$1,620.00	$23.00	$8,632.00
Cause ALL OTHER COLLISION/LIAB LOSSES - CI	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$7,926.00
Cause ALL OTHER COMPREHENSIVE CLAIMS - AN	Claim Count:	1	0	0
	Incurred Dollars:	$296.00	$0.00	$0.00
Cause INSURED REARENDED OTHER VEHICLE - C2	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$706.00

City Claim Trends

Multiple Points in Time

Dates and Valuation Points

07/01/2022 → 06/30/2023 (As of 06/2025)
07/01/2023 → 06/30/2024 (As of 06/2025)
07/01/2024 → 06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

		07/01/2022 to 06/30/2023 (As of 06/2025)	07/01/2023 to 06/30/2024 (As of 06/2025)	07/01/2024 to 06/30/2025 (As of 06/2025)
Cause IV HIT PARKED CAR OR OTHER OBJECT - C3	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$0.00
Cause NO UNSAFE ACT BY INSURED - 15	Claim Count:	0	0	1
	Incurred Dollars:	$0.00	$0.00	$0.00
Cause PASSING, SIDE SWIPE - CD	Claim Count:	0	1	0
	Incurred Dollars:	$0.00	$23.00	$0.00
Cause UPSET/OVERTURN/LOST CONTROL - C8	Claim Count:	1	0	0
	Incurred Dollars:	$1,324.00	$0.00	$0.00
DEPARTMENT SENIOR CTR - SNR	Claim Count:	1	0	0
	Incurred Dollars:	$6,162.00	$0.00	$0.00
Cause INSURED REARENDED OTHER VEHICLE - C2	Claim Count:	1	0	0
	Incurred Dollars:	$6,162.00	$0.00	$0.00

City Claim Trends

Multiple Points in Time

Dates and Valuation Points

07/01/2022→06/30/2023 (As of 06/2025)
07/01/2023→06/30/2024 (As of 06/2025)
07/01/2024→06/30/2025 (As of 06/2025)

TRAVELERS

CITY OF HOLYOKE

Parameters			
Alias CITYOFH7	**User Name** BOOKER,PERRY	**Run Date** 08/07/2025	**Schedule Indicator** No

Filters

Field	Operator	Values
Line of Insurance	Equal To	Automobile

Group By

	Subtotal	Sort
DEPARTMENT	Y	Ascending
Cause	Y	Ascending

Report Specific Criteria

Dollars: Incurred as Indemnity+Medical+Expense

Note: Self-Administration Occurrences are not included in this report.

Confidential and Proprietary. Do not distribute to other parties.

DPW 3 Year Trend

Create a Graph

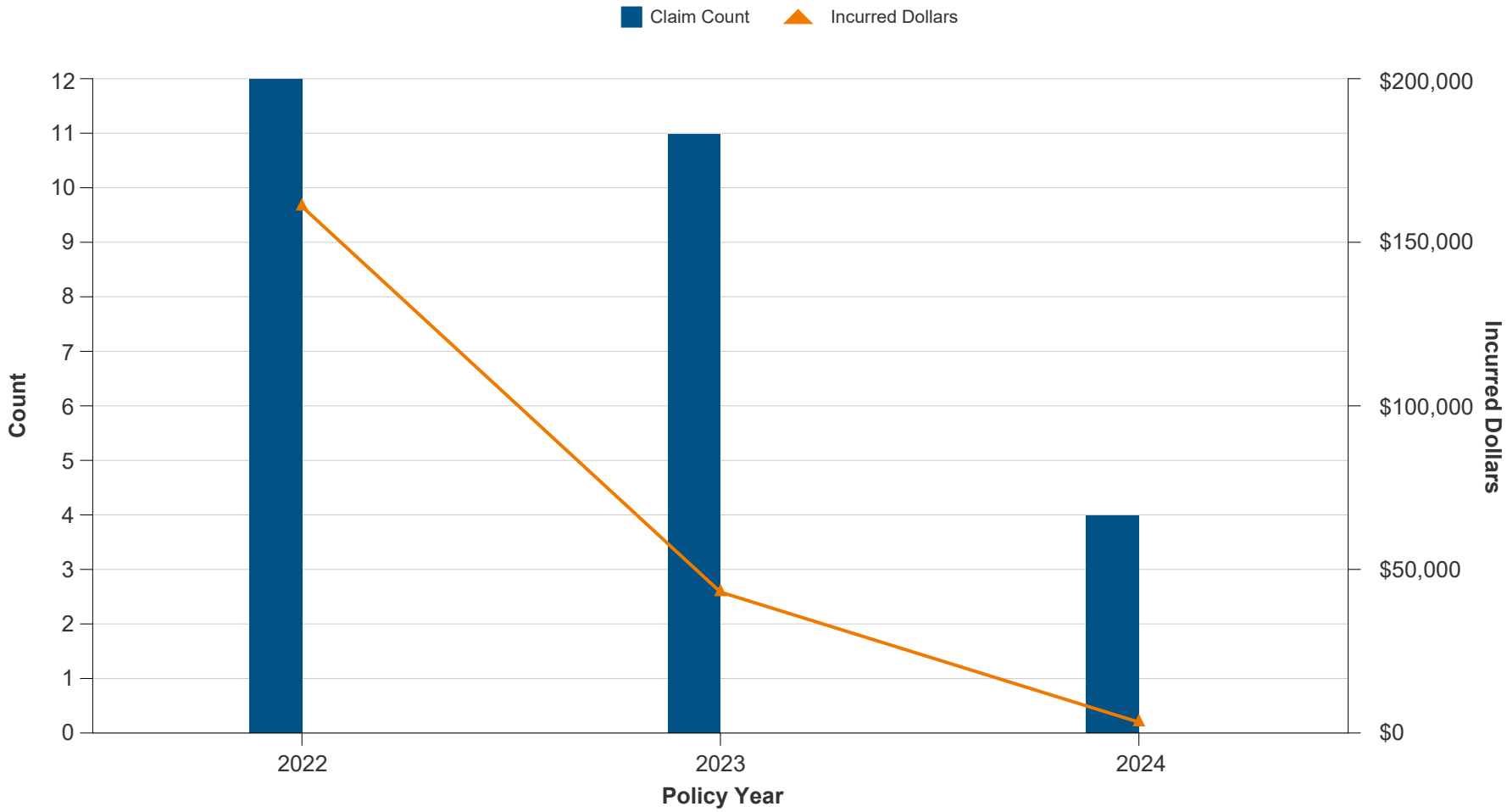
Date Selection
Latest 3 Policy Years

Valued as of
06/2025 (Travelers' month-end)

TRAVELERS

CITY OF HOLYOKE

My Graph



DPW 3 Year Trend

Create a Graph

Date Selection
Latest 3 Policy Years

Valued as of
06/2025 (Travelers' month-end)

CITY OF HOLYOKE

Policy Year	Claim Count	Incurred Dollars
2022	12	$160,947.00
2023	11	$43,070.00
2024	4	$3,294.00

DPW 3 Year Trend

Create a Graph

TRAVELERS

Date Selection Latest 3 Policy Years

Valued as of 06/2025 (Travelers' month-end)

CITY OF HOLYOKE

Parameters							
Alias	CITYOFH7	**User Name**	DOWD,JACK	**Run Date**	08/08/2025	**Schedule Indicator**	No

Filters

Field	Operator	Values
Policy Year	Greater Than or Equal To	2022
DEPARTMENT	Equal To	DPW - DPW
Line of Insurance	Equal To	Automobile

Graph Specific Criteria

Graph Metrics: Claim Count

Incurred Dollars

Display By: Policy Year

Graph Type: Combination Chart

Note: Self-Administration Occurrences are not included in this report.

Confidential and Proprietary. Do not distribute to other parties.

Police 3 Year Trend

Create a Graph

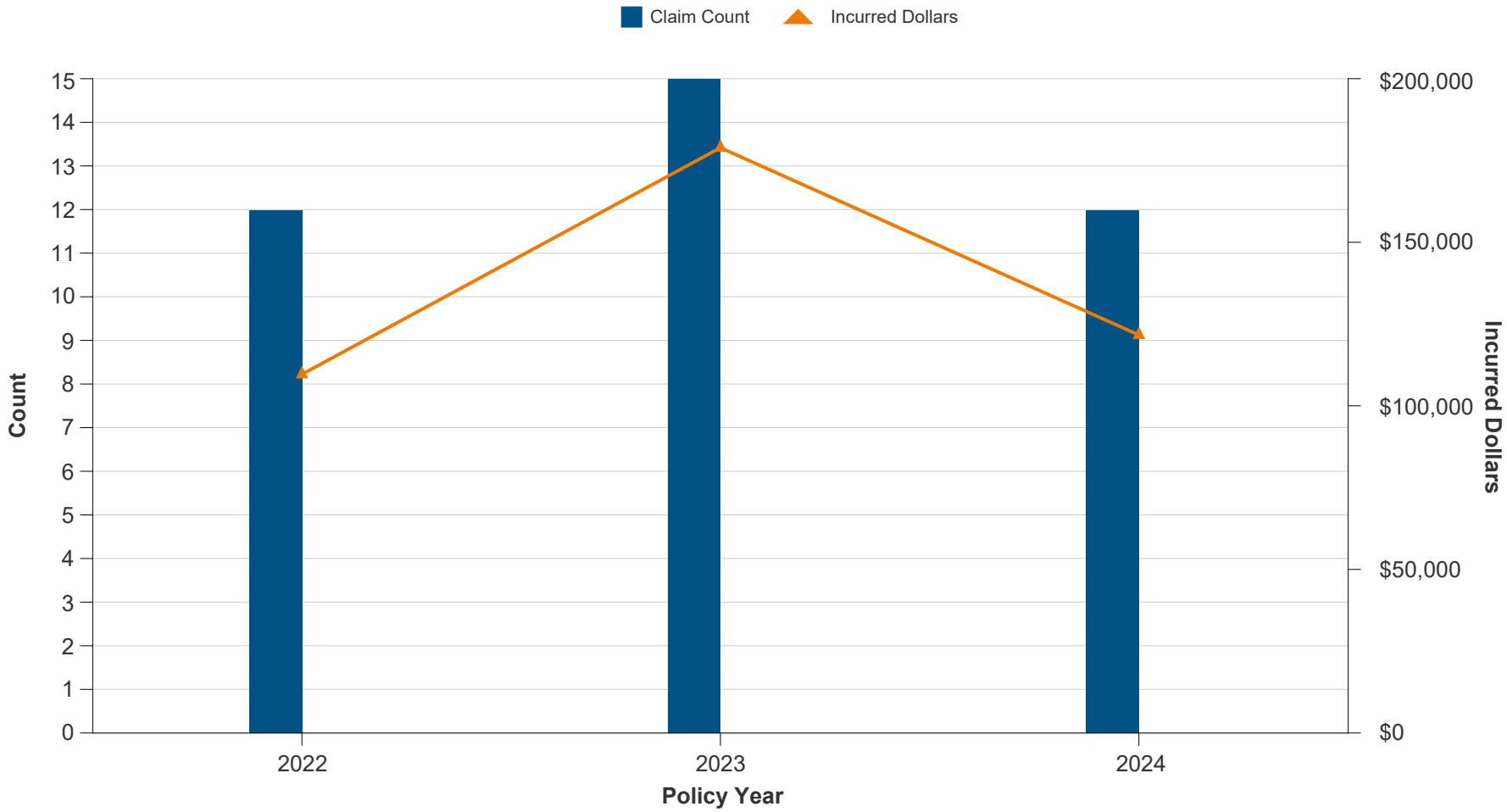
Date Selection
Latest 3 Policy Years

Valued as of
06/2025 (Travelers' month-end)

TRAVELERS

CITY OF HOLYOKE

My Graph



Police 3 Year Trend

Create a Graph

Date Selection
Latest 3 Policy Years

Valued as of
06/2025 (Travelers' month-end)

CITY OF HOLYOKE

Policy Year	Claim Count	Incurred Dollars
2022	12	$109,638.00
2023	15	$178,885.00
2024	12	$121,662.00

Police 3 Year Trend

Create a Graph

Date Selection
Latest 3 Policy Years

Valued as of
06/2025 (Travelers' month-end)

CITY OF HOLYOKE

Parameters							
Alias	CITYOFH7	**User Name**	DOWD,JACK	**Run Date**	08/08/2025	**Schedule Indicator**	No

Filters

Field	Operator	Values
Policy Year	Greater Than or Equal To	2022
DEPARTMENT	Equal To	POLICE - POL
Line of Insurance	Equal To	Automobile

Graph Specific Criteria

Graph Metrics: Claim Count

Incurred Dollars

Display By: Policy Year

Graph Type: Combination Chart

Note: Self-Administration Occurrences are not included in this report.

Confidential and Proprietary. Do not distribute to other parties.

F&M Hideway

October 30, 2025

The Honorable City Council, City of Holyoke
536 Dwight St, Room 10
Holyoke, MA 01040

Re: Special Permit-Schermerhorn's Restaurant
224 Westfield Road, Holyoke, MA 01040

On behalf of F&M Hideway, Inc., we are writing to request your consideration of the following matter concerning the Special Permit granted to F&M Hideway, Inc. on February 18, 2025 for the reconstruction and renovation of Schermerhorn's Restaurant and retail store located at 224 Westfield Road, a copy of which is attached hereto.

The reconstruction and renovation work was intended to include some alterations to the existing building signage, consistent with the permitted reconstruction and renovation of the building, as the original signage had to be removed during the process. In developing these plans, it was determined that some alteration of these pre-existing nonconforming signs would provide the opportunity to better incorporate the signage into the structure and to reduce the impact of the signage on the property. Attached hereto are photographs and specifications of both the existing signage and the proposed signage to be included in the reconstruction project.

In general, the proposed alterations to the signage would reduce the number of existing signs from 13 to 8, as well as reducing the overall square footage of signage from 377 SF to 298 SF, resulting in a reduction of 5 signs and 79 SF of signage area.

The Applicant presents these more detailed materials and specifications to the City Council in order to allow the Council to confirm that these alterations, as with the building, are not substantially more detrimental than the existing nonconforming signs and structure, and to allow the Applicant to proceed with these alterations under the previously issued Special Permit.

Your attention and consideration are appreciated.

Sincerely,

BHS

Benjamin Hildebrand, P.E.
Project Engineer

F&M Hideaway
199 Servistar Industrial Way, Suite 2
Westfield, Massachusetts 01085
Tel: 413-562-4884

1 NORTH ELEVATION
SCALE: N.T.S

2 WEST ELEVATION
SCALE: N.T.S

3 GROUND MOUNTED SIGNAGE
SCALE: N.T.S

4 PYLON MOUNTED SIGNAGE
SCALE: N.T.S

EXISITNG SIGN SCHEDULE

LABEL	OVERALL HEIGHT	OVERALL LENGTH	AREA (SF)	DESCRIPTION
1	1'-6"	20'-0"	167	BUILDING MOUNTED SIGN
2	3'-0"	17'-6"	52.5	BUILDING MOUNTED SIGN
3	1'-6"	20'-0"	167	BUILDING MOUNTED SIGN
4	2'-0"	8'-0"	16	BUILDING MOUNTED SIGN
5	2'-6"	3'-0"	75	BUILDING MOUNTED SIGN
6	3'-0"	17'-6"	52.5	BUILDING MOUNTED SIGN
7	3'-0"	10'-0"	30	BUILDING MOUNTED SIGN
8	3'-0"	10'-0"	30	BUILDING MOUNTED SIGN
9	3'-0"	10'-0"	30	BUILDING MOUNTED SIGN
10	4'-0"	6'-6"	26	GROUND MOUNTED SIGN, DOUBLE SIDED
11	2'-6"	6'-0"	15	GROUND MOUNTED SIGN, DOUBLE SIDED
12	4'-0"	8'-0"	32	PYLON MOUNTED SIGN, DOUBLE SIDED. TO REMAIN
13	4'-0"	8'-0"	32	PYLON MOUNTED SIGN, DOUBLE SIDED. TO REMAIN

TOTAL EXISTING SIGN AREA: 971 SF

A2.1 EXISTING BUILDING SIGNAGE

PROJECT DESCRIPTION: SCHERMERHORN'S SEAFOOD REMODEL
124 WESTFIELD RD
HOLYOKE, MA 01040

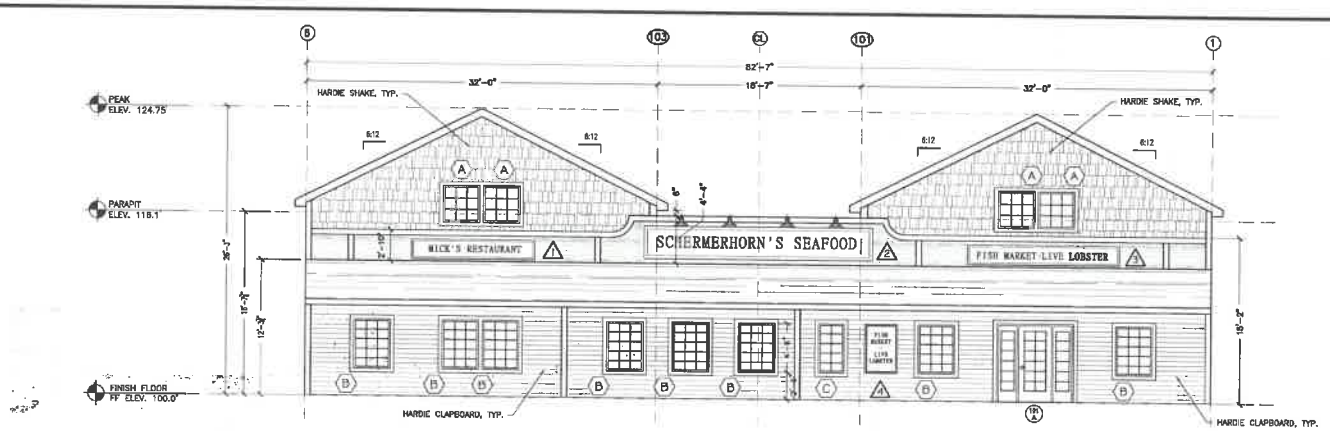
APPLICANT: FRANK A. DEMARINIS
129 SERVISTAR INDUSTRIAL WAY
WESTFIELD, MA 01085

Furrow Engineering
199 Servistar Industrial Way - Suite 2
Westfield, MA 01085
Phone: (413) 320-4884

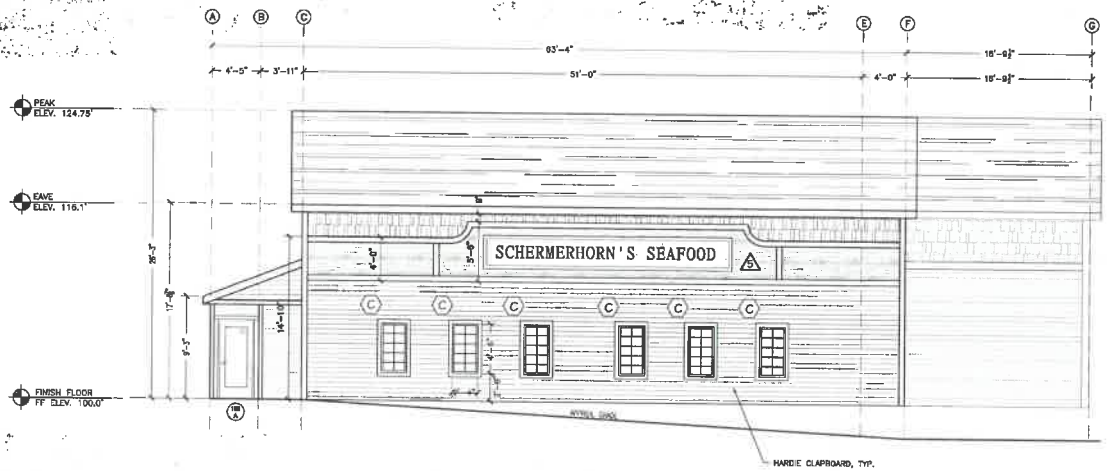
BENJAMIN D. HILDEBRAND CIVIL No. 55688 STATE OF MASSACHUSETTS
10-17-25
ORIGINAL SEAL IS IN BLUE INK. COPIES ARE NOT VALID

NO.	DATE	BY	REVISION DESCRIPTION
1	---	---	---
2	---	---	---
3	---	---	---
4	---	---	---
5	---	---	---
6	---	---	---

PROJECT #: 25-12-24
DRAWN BY: MM
DATE: 10-1-24
SCALE: AS NOTED
SHEET: A2.1



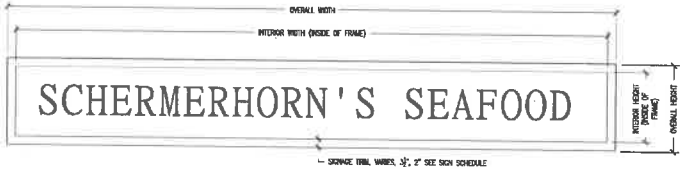
1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

OVERALL SIGNAGE AREA	
DESCRIPTION	AREA (SF)
EXISTING SIGNAGE	977
PROPOSED SIGNAGE	238
TOTAL SIGN AREA REDUCTION	79

4 EXISTING SIGNAGE
SCALE: N.T.S



3 TYPICAL SIGN DETAIL
SCALE: 1/2" = 1'-0"

PROPOSED SIGN SCHEDULE							
LABEL	INTERIOR HEIGHT	INTERIOR LENGTH	FRAME WIDTH	OVERALL HEIGHT	OVERALL LENGTH	AREA (SF)	DESCRIPTION
1	1'-6"	10'-8"	2"	1'-10"	11'-3"	20.6	BUILDING MOUNTED SIGN
2	2'-6"	26'-3"	3½"	3'-0"	26'-10"	68.5	BUILDING MOUNTED SIGN
3	1'-6"	13'-6"	2"	1'-10"	13'-10"	23.9	BUILDING MOUNTED SIGN
4	4'-4"	2'-8"	2"	4'-6"	3'-0"	13.5	BUILDING MOUNTED SIGN
5	2'-6"	22'-1"	3½"	3'-0"	22'-8"	65	BUILDING MOUNTED SIGN
6	3'-8"	7'-8"	2"	4'-0"	8'-0"	32	EXISTING PYLON MOUNTED SIGN, DOUBLE SIDED, INTERNALLY ILLUMINATED, TO REMAIN
7	3'-8"	7'-8"	2"	4'-0"	8'-0"	32	EXISTING PYLON MOUNTED SIGN, DOUBLE SIDED, INTERNALLY ILLUMINATED, TO REMAIN
8	1'-8"	17'-1"	3½"	2'-6"	17'-8"	44.1	BUILDING MOUNTED SIGN

TOTAL PROPOSED SIGN AREA: 238 SF

A2.2 PROPOSED BUILDING ELEVATIONS

PROJECT DESCRIPTION: SCHERMERHORN'S SEAFOOD REMODEL
214 WESTFIELD RD
HOLYOKE, MA 01040

APPLICANT:
FRANK A. DEMARINIS
199 SERVISTAR INDUSTRIAL WAY
WESTFIELD, MA 01085

Furrow Engineering
199 Servistar Industrial Way - Suite 2
Westfield, MA 01085
Phone: (413) 562-4864

10-17-25

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REVISION DESCRIPTION	BY:	DATE:
1	---	---
2	---	---
3	---	---
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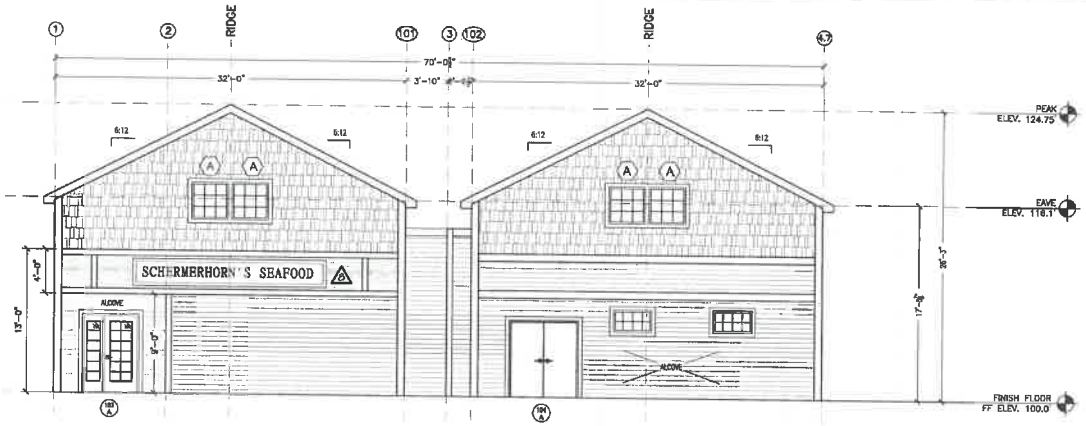
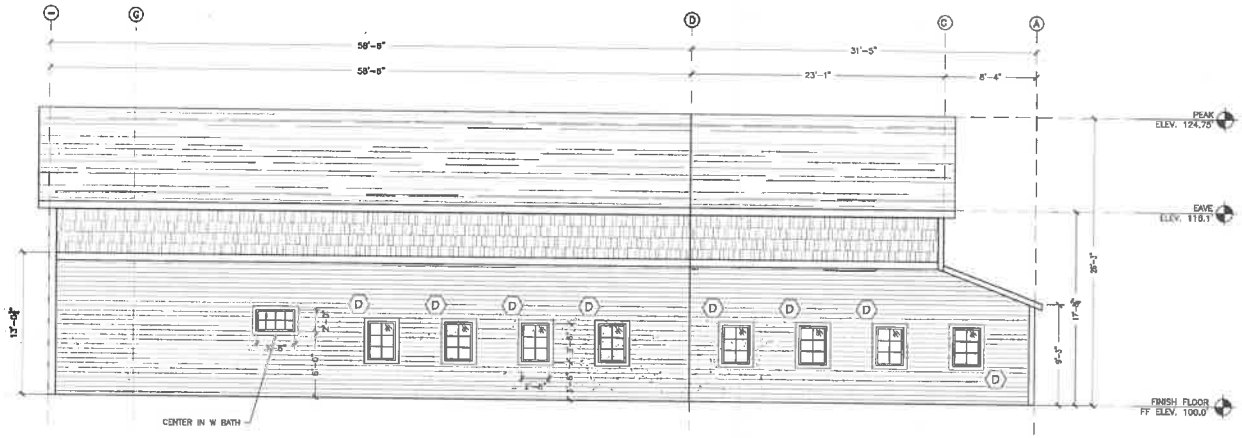
6	---	---

PROJECT: 25-10-24
DRAWN BY: HJM
DATE: 10-1-24
SCALE: AS NOTED
SHEET: A2.2



3 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



4 EAST ELEVATION

SCALE: 3/16" = 1'-0"

A2.3 PROPOSED BUILDING ELEVATIONS

PROJECT DESCRIPTION:
SCHERMERHORN'S SEAFOOD REMODEL
224 WESTFIELD RD
HOLYOKE, MA 01040

APPLICANT:
FRANK A. DEMARNS
199 SERVISTAR INDUSTRIAL WAY
WESTFIELD, MA 01085

Furrow Engineering
199 Servistar Industrial Way - Suite 1
Westfield, MA 01085
Phone: (413) 562-4864

BENJAMIN R. MCDERMAND
DATE: 10-17-25
ORIGINAL SEAL IS IN BLUE
INK COPIES ARE NOT VALID

REVISION DESCRIPTION	BY:	DATE:
1	---	---
2	---	---
3	---	---
4	---	---
5	---	---
6	---	---

PROJECT: 23-10-24
DRAWN BY: HJM
DATE: 10-1-24
SCALE: 3/16"=1'-0"
SHEET: A2.3

City of Holyoke

Special Permit

A Special Permit was granted to F & M Hideway, Inc. for a special permit to reconstruct and renovate Schermerhorn's Restaurant and retail store per sec 4.7.3 at 224 Westfield Road Holyoke, MA 01040

Petitioner: F & M Hideway, Inc.
224 Westfield Road
Holyoke, MA 01040

Parcel: 224 Westfield Road
Parcel Number 157 00 72
Book/Page 25599/132

Conditions: **None**

Granted by the City Council on February 18, 2025 --Yeas 13—Nays 0– Absent-0

In order for this permit to be effective, the approved special permit must be recorded at the Hampden County Registry of Deeds and the costs of recording paid by the owner or applicant. A SPECIAL PERMIT WILL NOT TAKE EFFECT UNTIL IT IS RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS.

AFTER RECORDING, PLEASE RETURN A COPY TO THE CITY CLERK'S OFFICE.

Brenna Murphy Leary

Brenna Murphy Leary
Holyoke City Clerk

Brenna Murphy Leary, MMC, City Clerk
Kelly A. Lundgren, Assistant City Clerk

OFFICE OF CITY CLERK- HOLYOKE, MA

March 03, 2025

Re: Schermerhorn Restaurant and Retail Store
224 Westfield Rd.
Holyoke, MA 01040

A Special Permit which was granted to F&M Hideway, Inc to reconstruct and renovate Schermerhorn's Restaurant and retail store at 224 Westfield Rd. Holyoke MA 01040.

I hereby certify that as of the above date no appeals have been filed in this office.

A true copy attest:

Brenna Murphy Leary

Holyoke City Clerk

536 DWIGHT STREET • HOLYOKE, MASSACHUSETTS 01040-5019
PHONE: (413) 322-5520 • FAX: (413) 322-5521 • EMAIL: clerks@holyoke.org

Birthplace of Volleyball

Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Courier The High End Wellness Company LLC is scheduled for Thursday November 6, 2025 at 5pm in front of 110 Winter Street, Holyoke MA 01040. There will be an opportunity for the public to ask questions.

RECEIVED
OCT 22 2025
Holyoke City Clerk's
Holyoke, MA

October 23

4449726

THE COMMONWEALTH OF MASSACHUSETTS

Discontinuance of Public Way and Release Deed

Whereas, the COMMONWEALTH OF MASSACHUSETTS ("Grantor"), acting by and through its Division of Capital Asset Management and Maintenance with a mailing address of One Ashburton Place, Boston, Massachusetts 02108 is the successor in title to the interests of the dissolved Hampden County n/f Bassett Road, a 1798 county highway layout in the city of Holyoke, Massachusetts by virtue of the provisions of M.G.L. c. 34B;

Whereas it is unknown if the Grantor's real property interest in Bassett Road is held in fee or as an easement;

Whereas, Chapter 340 of the Acts of 2004 (the "Act") authorizes the Grantor to discontinue a portion of the n/f Bassett Road (the "Premises") as a public highway and to convey any rights it has in and to the Premises to the abutters;

Whereas Grantor hereby gave notice on April 28, 2005 to all abutting property owners, city officials of Holyoke, and Easthampton and town officials of Southampton regarding the discontinuance of a portion of a 1798 Hampden County layout "Bassett Road;"

Whereas Grantor held a public hearing and viewing on May 17, 2005 at the City Hall Auditorium, Holyoke City Hall, 536 Dwight Street, Holyoke, Massachusetts regarding the discontinuance and upon the fact that said discontinuance of the 1798 existing county public way the state-owned property shall be used for conservation purposes to enhance and connect adjacent conservation restricted property or properties under the ownership of Edward J. Kuzeja, Mildred M. Dube', John G. Fournier, Jr., Bertha K. Fournier, Anna K. Block, individually, and John Kuzeja, Sr. and Doris E. Kuzeja, individually and as Trustees of the Kuzeja Real Estate Trust, and a conservation restriction shall be placed upon the discontinued public way being conveyed as required by the Act;

Whereas upon the conclusion of said public hearing and viewing, no one objected to the discontinuance of a portion of a 1798 Hampden County layout "Bassett Road and the Grantor;"

NOW, therefore, acting under the provisions of the Act, the Division of Capital Asset Management and Maintenance adjudges that public necessity and convenience require that the Commonwealth should discontinue as a former county highway a portion of the portion of a 1798 Hampden County layout of "Bassett Road" so laid out and constructed.

The Grantor, acting under the authority of the Act and pursuant to sections 40F1/2 and 40J of Chapter 7 of the Massachusetts General Laws, as amended, for consideration of One Thousand Seven Hundred Dollars ($1,700.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants contained herein, does hereby release any and all right, title and interest it has in the Premises to the following parties, their heirs, successors and assigns: Anna K. Block, individually, of 191 B Southampton Road, Holyoke, Hampden County, Massachusetts; Mildred M. Dube', individually, of 25 Coles Meadow Road, Apartment 8A, Northampton, Hampshire County, Massachusetts; Bertha K. Fournier, individually, of 1 Burt Street, Easthampton, Hampshire County, Massachusetts; Edward J. Kuzeja, individually, of 72 Mountain Road, Holyoke, Hampden County, Massachusetts; John Kuzeja Sr. and Doris E. Kuzeja, as Trustees of Kuzeja Real Estate Trust, under a Declaration of Trust dated May 15, 1996 and recorded in the Hampshire County Registry of Deeds in Book 5025, Page 24. ("Grantees".) The grantees to hold their respective one-fifth interests as Tenants in Common and not as Joint Tenants.

Said Premises are shown as "BASSETT ROAD 4.171 ACRES" on a plan entitled "BASSETT ROAD LOT PLAN OF LAND IN HOLYOKE, MASSACHUSETTS HAMPSHIRE COUNTY PREPARED FOR THE HEIRS OF ANNA J. KUZEJA" prepared by Paul R. Lussier, P.L.S., Huntley Associates, P.C., dated May 17, 2005 (the "Plan"). Said Plan to be recorded herewith in the Hampden County Registry of Deeds and the Hampshire County Registry of Deeds. Plan Book 338 Page 26

Said Premises are further described as follows:

The "Bassett Road" parcel described above contains 4.171 acres of area more or less. The following is the description of a parcel of land situated in the City of Holyoke, Hampden County, Massachusetts, said parcel being a portion of the 1798 County Highway Layout of "Bassett Road" as shown on a plan entitled: "PLAN OF LAND IN HOLYOKE, MASSACHUSETTS, HAMPDEN COUNTY PREPARED FOR THE HEIRS OF ANNA J. KUZEJA - BASSETT ROAD LOT" Dated: May 17, 2005 by Huntley Associates, P.C. to be recorded herewith and being more particularly bounded and described as follows.

Beginning at a rebar lying on the county and city line between Holyoke and Easthampton, at the easterly corner of the end of the Holyoke portion of said 1798 highway layout of Bassett Road, said rebar lying N75°25'13"E a distance of 245.02 from a concrete bound marking the easterly end of the 1962 Town of Easthampton layout of Pomeroy Street.

Thence, running S75°25'13"W along said county and city line, a distance of 124.33 feet to a rebar;

Thence, running the following three courses along land of The Heirs of Anna J. Kuzeja: S72°26'42"E a distance of 161.12 feet to a point, N84°03'46"E a distance of 139.37 feet to an iron pipe and S42°53'14"E a distance of 276.60 feet to a point;

Thence, running S32°27'47"E partly along land of said Heirs of Anna J. Kuzeja and partly along land of Anna Kuzeja-Block a distance of 560.74 feet to a point;

Thence, running the following two courses along land of said Anna Kuzeja-Block: N86°10'32"E a distance of 499.13 feet to a point and S26°04'56"E a distance of 442.44 feet to a point;

Thence, running partly along land of said Anna Kuzeja-Block and partly along land of The Heirs of Anna J. Kuzeja N82°44'57"E a distance of 299.34 feet to a point;

Thence, running the following two courses along land of said Heirs of Anna J. Kuzeja; N19°52'45"E a distance of 266.17 feet to a point and N47°29'38"E a distance of 201.60 feet to a point;

Thence, running N42°30'22"W across said Bassett Road a distance of 66.00 feet to a point;

Thence, running S47°29'38"W along land claimed by The Heirs of Anna J. Kuzeja a distance of 217.82 feet to a rebar;

Thence, running S19°52'45"W partly along land of The Heirs of Anna J. Kuzeja and partly along land claimed by Anna Kuzeja-Block a distance of 242.05 feet to a point;

Thence, running S82°44'57"W along land claimed by said Anna Kuzeja-Block a distance of 211.78 feet to a point;

Thence, running N26°04'56"W partly along land claimed by said Anna Kuzeja-Block and partly along land of The Heirs of Anna J. Kuzeja a distance of 439.52 feet to a point;

Thence, running the following five courses along land of said Heirs of Anna J. Kuzeja: S86°10'32"W a distance of 504.27 feet to a point, N32°27'47"W a distance of 527.61 feet to a point, N42°53'14"W a distance of 315.56 feet to a point, S84°03'46"W a distance of 158.26 feet to a point and N72°26'42"W a distance of 42.41 feet to the rebar at the point of beginning.

The "Bassett Road" parcel described above contains 4.171 acres of area more or less.

Subject to a permanent easement(s) for municipal water tank and water main project, dated November 22, 2000, and recorded in the Hampshire County Registry of Deeds in Book 6151, Page 21.

Property Address: "Bassett Road"
Holyoke, Massachusetts.

The Premises are described in a document dated January 19, 1799 and recorded in the Hampden County Registry of Deeds in Book A, page 226.

Meaning and intending to convey the Premises howsoever the same may be bounded and described, and including any and all interests in Bassett Road referred to in the above description, which may be held by Grantor.

It is the intent of the parties hereto that all agreements and covenants herein shall run with the land and be deemed to be made for valuable consideration.

This conveyance is made subject to and with the benefit of all rights, restrictions and easements of record, if any, in the Hampden County Registry of Deeds insofar as the same remain in force and applicable.

Use of the Premises shall be for conservation purposes to enhance and connect adjacent property or properties under the ownership of Edward J. Kuzeja, Mildred M. Dube', Bertha K. Fournier, John G. Fournier, Jr., Anna K. Block, individually, and John Kuzeja, Sr. and Doris E. Kuzeja, individually and as trustees of the Kuzeja Real Estate Trust, which also contains conservation restrictions thereon, and a conservation restriction, shall be placed upon the Premises pursuant to Section 31 of Chapter 184 of the General Laws.

In the event the Premises cease to be used for such conservation purposes at any time said Premises shall revert to the Commonwealth to the care and control of the Division of Capital Asset Management and Maintenance.

Grantees by recordation of this deed waive any claims for damages by reason of the above discontinuance and agree to indemnify the Grantor from the claims of any other property owners for such damages.

For Grantors title, note as follows:

1. The Hampden County Commission was dissolved as of July 1, 1998 by Chapter 48 of the Special Acts of 1997, all real property owned by The Inhabitants of Hampden County was transferred to the Grantor to be held in the name of the Commonwealth of Massachusetts and subject to the provisions of Chapter 7 of the General Laws. Therefore any interest of the County in said Premises, pursuant to section 7 of Chapter 48 of the Special Acts of 1997, were transferred on July 1, 1998 to said Grantor without notice and without any further action or documentation in said Hampden County Registry of Deeds.

2. Chapter 340 of the Acts of 2004 authorized the conveyance of the Premises to the Grantee. (See Exhibit "A" attached hereto and incorporated herein.)

3. The Premises are conveyed subject to all matters of record to the extent the same are in force and effect and subject to applicable laws, rights and encumbrances.

4. The Grantee by the recording of this release deed hereby accepts the Premises and agrees to the conditions herein.

5. If the Commonwealth's right of reversion should ever be determined to be subject to the limitation imposed by Massachusetts General Laws Chapter 184A, Section 7, the restrictions on use in item A of this Deed shall nonetheless continue to be enforceable in perpetuity pursuant to General Laws Chapter 184, Sections 23 and 26.

6. By its acceptance of the Premises, the Grantee agrees that all work performed by Grantee pursuant to this Premises shall at all times be performed in accordance with all applicable Federal, State and local laws, statutes, ordinances and regulations.

It is the intent of the parties hereto that all agreements and covenants herein shall run with the land and be deemed to be made for valuable consideration and the Grantee shall pay for any cost and liabilities and expenses of any nature and kind for it ownership, maintenance or operation of the Premises.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by David B. Perini, Commissioner, Division of Capital Asset Management and Maintenance, this 8th day of July, 2005.

David B. Perini, Commissioner
Division of Capital Asset Management
and Maintenance

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss Boston July 8, 2005

On this 8th day of July, 2005, before me, the undersigned Notary Public, personally appeared David B. Perini, Commissioner, Division of Capital Asset Management and Maintenance who proved to me through satisfactory evidence of identification, which was personally known to me, that he was the person whose name is signed on this document and acknowledged to me that he signed it voluntarily and for its stated purpose.

Ruth A. Farrell
Notary Public

Name
COMEX DATE: _____

RUTH A. FARRELL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 24, 2011

The undersigned certifies under the penalties of perjury that I have fully complied with the provisions of Section 40F½ of Chapter 7 of the General Laws in connection with the property described herein.

David B. Perini, Commissioner
Division of Capital Asset Management
and Maintenance

Date: July 8, 2005

Pursuant to the provisions of Section One of Chapter 64D of the Massachusetts General Laws (Ter. Ed.), as amended, by Chapter 198 of the Acts of 1978, and Chapter 133 of the Acts of 1992 no excise stamps are affixed.

EXHIBIT A

Chapter 340 of the Acts of 2004

AN ACT DIRECTING THE COMMISSIONER OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO PLACE A CONSERVATION RESTRICTION ON AND TRANSFER A CERTAIN PARCEL OF LAND TO THE KUZEJA REAL ESTATE TRUST.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The commissioner of the division of capital asset management and maintenance may, subject to sections 40F 1/2 and 40J of chapter 7 of the General Laws, convey by deed a certain parcel of land located in the city of Holyoke to the following parties: Anna K. Block, Mildred M. Dube, Bertha K. Fournier, Edward Kuzeja, John Kuzeja and Doris E. Kuzeja, trustees of Kuzeja Real Estate Trust. The parcel, being a portion of the n/f "Bassett Road" a 1798 county layout between the City of Holyoke City Line to a point in Bassett Road opposite the northwesterly corner of a parcel of land belonging now or formerly of Evadin C. O'Connor & Evadine K. Lennon, as is shown on a plan entitled "Plan of Land in Easthampton, Hampshire County, Southampton, Hampshire County and Holyoke, Hampden County Massachusetts" prepared for the heirs of Anna J. Kuzeja, dated February 4, 1999 and revised March 22, 1999, prepared by Almer Huntley Jr., & Associates Inc., Northampton, MA and recorded in the Hampshire county registry of deeds in Plan Book 185, Page 87 and the Hampden county registry of deeds in Plan Book 312, Page 3.

The parcel shall be used for conservation purposes to enhance and connect adjacent property or properties under the ownership of the Kuzeja Real Estate Trust, which also contains conservation restrictions thereon, and a conservation restriction, shall be placed upon all land conveyed by this act pursuant to section 31 of chapter 184 of the General Laws. The exact boundaries of the parcel shall be determined by the commissioner after completion of a survey.

SECTION 2. The consideration for the conveyance of the parcel described in section 1 shall be the full and fair market value of the land based upon 1 or more professional appraisals commissioned by the commissioner of capital asset management and maintenance, taking into consideration and account the land use restrictions described in section 1. The commissioner shall, 30 days prior to the conveyance described in said section 1, submit the appraisal or appraisals, and a report thereon to the inspector general. The inspector general shall review and approve the appraisal or appraisals, and the review and approval shall include an examination of the methodology utilized for the appraisal or appraisals. The inspector general shall prepare a report of his review and approval and file the report with the commissioner for submission to the house and senate committees on ways and means and the chairmen of the joint committee on state administration at least 15 days prior to the conveyance.

SECTION 3. The grantees shall be responsible for all costs associated with any appraisal or appraisals, survey or other expense incurred by the commonwealth relative to the conveyance authorized by section 1.

SECTION 4. If the parcel described in section 1, or any portion thereof, ceases to be used at any time for the purpose and use required by this act, upon notice by the commissioner of capital asset management and maintenance, the parcel shall revert to the commonwealth upon such terms and conditions as the commissioner may determine.

Approved September 3, 2004.

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD SATELLITE OFFICE

Commonwealth of Massachusetts
Hampden ss

At a meeting of the county Commissioners begun and holden at Springfield within and for the County of Hampden on the second Tuesday of April being the thirteenth day of the month to the fourteenth day of the month and by adjournment on the twentieth day of said month and from day to day to the twenty third day of said month and by adjournment on the twenty eighth day of said month to the twenty ninth day of said month and by adjournment on the fifth day of May and by adjournment on the seventh day of May and by adjournment on the twenty sixth day of said month of May. and by adjournment on the twenty eighth day of said Month of may. and by adjournment on the third day of June in the year of our Lord. one thousand eight hundred and fifty eight.

Present Henry Fuller. Esquire) Chairman
Henry F. Brown " } County
Wilson D. Parks " } Commissioners

To the County Commissioners for the county of J. L. Thompson has
Hampden. The Subscribers respectfully represent to; to discon
that the road passing over the mountains by Riley on Holyoke
and through the premises of the late David Bassett 1
in Holyoke is in such a condition that it
cannot be travelled with safety and that the
convenience of the traveling public does not
require its continuance. Therefore we request
that you would discontinue all that portion
of said road, which lies between its point
of intersection. with the road leading from
Lyderham Streets to Lyman Burts on the west
to its point of intersection with the road
leading from Widow Jarvis to Chester Crafts on

the East, all which we pray may be done as to your honorable board the public interest shall require —

Holyoke Oct 3d 1855 J. B. Thompson + others

The foregoing petition was entered at a meeting of the County Commissioners holden for said County on the fourth tuesday of December in the year of our Lord Eighteen hundred and fifty five and this petition was continued from meeting to meeting to the meeting of the County Commissioners, holden for said County on the fourth tuesday of December in the year of our Lord Eighteen hundred and fifty seven, and by adjournment on the 16th day of February, A.D. 1858, at which meeting the Commissioners, deeming a view of the premises expedient and proper, gave notice that they would meet for the purpose of said view, at the dwelling house of Chester Croft in Holyoke on Tuesday the sixth day of April next at one o'clock, P. M.; and it was ordered by the County Commissioners that a copy of said petition be served by the Sheriff of said County or his Deputy, upon the Clerk of the town of Holyoke in said county, thirty days at least, before the said sixth day of April — and that all other persons and corporations interested therein be notified, by publishing a copy of said petition and this order thereon, in the Holyoke Mercury a public newspaper printed in said County, three weeks successively, the last publication to be fourteen days at least before the time of said view. And it was further ordered by the Commissioners, That copies of said petition, or abstracts containing the substance thereof and this order, be posted up by said Sheriff or deputy in two public places in the town of Holyoke fourteen days before said sixth day of April and that notice be given in manner aforesaid to all persons and corporations interested, that the County Commissioners deem a view of the premises expedient and proper, and that a view of the

Same will be taken by them at the time and place aforesaid. And this petition was Continued to this Meeting. and the Sheriff of said County on pursuance of said order Makes his return as follows —

Hampden. S.S. — March 6th 1858

By virtue of the within notice and order I have this day notified the inhabitants of the town of Holyoke and all persons & corporations interested in said notice & order - by giving Gustavus Grover Town Clerk of said Holyoke an attested copy of this notice and order - also by posting up an attested copy of the Same at the Lawrence House and at Chester Crafts House situate in said Holyoke

R. G. Marsh. Sheriff"

And now The Commissioners make their report in writing as follows. —

Commonwealth of Massachusetts

Hampden. ss -

At a meeting of the County Commissioners of the County of Hampden. held at Springfield, in said County, on the 4th Tuesday of December in the year of our Lord eighteen hundred and fifty five and by adjournment on the 11th day of april 1856. on the petition of J.C. Thompson & others then presented to said Commissioners and Continued from meeting to meeting until the 16th day of Feb 1858. representing and setting forth that the road passing over the mountain by and through the premises of the late David Bassett in Holyoke is in such a condition that it cannot be traveled with safety and that the convenience of the traveling public does not require its continuance and requesting that all that portion of said road which lies between its point of intersection with the road leading from Leydenham & Shutesbury to Lyman Bunts on the west to its point of intersection with the road leading from Widow Jarvis to Chester Crafts on the East be discontinued. as by said

petition on file will appear.
The Commissioners, deeming a View of the premises expedient, appointed Tuesday, the Sixth day of April then next and one o'clock on the afternoon, at the House of Chester Crafts in Holyoke as the time and place for viewing the premises; and caused a copy of said petition to be served upon the Clerk of the town of Holyoke being the town within which such discontinuance is prayed for, thirty days at least before the time appointed for said View; and also caused abstract of said petition, containing the substance thereof, to be posted in two public places in said town; and also gave notice to all persons interested by causing a copy of said petition to be published three weeks successively in the Holyoke Mirror a news-paper published in said County, said posting and the last publication of said copy having been fourteen days at least before the time appointed for said view; and before said view was had, said Commissioners gave notice in like manner as described in the foregoing notice of the petition, to all persons interested, of the time and place for commencing said View. And on the said Sixth day of April the Commissioners met at the time and place appointed, and proceeded to view the premises, and having viewed the same the Commissioners then determined to hear the parties at the same time of said view; and having heard the parties, said Commissioners then proceeded to consider and adjudicate upon the prayer of said petition; and after considering the same, said Commissioners did then and there adjudge that common convenience and necessity " do not require the continuance of that portion of said road which lies between its point of intersection with the road leading from Sydenham Street to Lyman Burt on the west to it point of intersection with the road leading from widow Jarvis to Chester Crafts

on the East as a public highway and that the same be and is hereby discontinued, excepting & reserving however the right of way to all land owners their heirs and assigns whose land lies near to or adjoins said road who may wish to use it in going to and from their land. No person appearing to claim damage and in the opinion of the commissioners no one being entitled to damage none were awarded. —

Henry Fuller
Henry F. Brown
Nelson, D. Parks
} County Commissioners

which report being read and considered is accepted — and the road is discontinued as and for a public highway

Selectmen of Wilbraham Pet for alter of High ways in Wilbraham

2

To the County Commissioners for the County of Hampshire
The undersigned Selectmen of the town of Wilbraham and other citizens of said town would respectfully represent that upon the petition of Pliny Merrick & others Your Honorable board did lay a new road from the road leading by said Pliny Merricks House to the road leading by the House of Brainard J. Brewer, and did also order certain alterations and repairs to be made in the then existing roads all of which appears by the records of your Hon Board, and did order the same to be built by said town of Wilbraham. But your petitioners believing that public convenience and necessity do not require that the new road located as aforesaid should be made and the repairs as ordered but that by an alteration of the road leading past said Brewers House, and between the said Brewers house and the point where that road intersects the road leading past said Merricks house to the East of said Brewers house the public convenience & interest would be better subserved. Your petitioners would respectfully request that the new

The standard protocol for accepting public ways is as follows:

- Petition to Layout Way as Public
- Allocate funding for the preparation of a layout plan for acceptance
- Procure and engage with surveyor to prepare layout plan
- Have Council refer the acceptance to Planning Board (MGL requirement) AND Board of Public Works (Holyoke Ordinance 78-81/82)
    - MGL Requirement pertaining to this step: Once the layout plan or description is ready, the city council or board of selectmen votes its intention to lay out the way as a public way. In municipalities having a planning board, the layout and the plan must then be referred to the planning board for its review. G.L. c.41, §§81G and 81I.
    - Sec. 78-81. Petition to city council required.
      No street shall be relocated, laid out and established, altered or discontinued except upon petition therefor presented to the city council and by it referred to the board of public works.
    - Sec. 78-82. Report upon petitions by board of public works; plans; damages to property owners.
    - (a) The board of public works, on receiving any and all such petitions provided for in section 78-81, shall report to the city council whether, in the judgment of the former board, the common convenience and necessity require that such street should be relocated, laid out and established, altered or discontinued. In case the board of public works shall report that such proposed street ought to be relocated, laid out and established, altered or discontinued, it shall cause the admeasurements and boundaries of the street as proposed to be relocated, laid out and established, altered or discontinued, to be distinctly marked out on the premises by the city engineer and also described in its report, which shall be accompanied by a plan made by the city engineer showing the grade and location of such alterations. Such report shall specify the manner in which such relocating, laying out and establishing, altering or discontinuing shall be completed. Such report shall also state the names of the owners of all lands included therein and in any wise sustaining damage by the relocating, laying out and establishing, altering or discontinuing of

such street as proposed, with the amount of damage proper and reasonable to be awarded to each of such owners.

- (b) Such plan shall, in every case, be accompanied by an agreement referring thereto, signed by all parties who claim no damages or will release their damages, and by those who will accept specific damages, with the amount thereof, and also a statement including the names of all other parties who decline to release or state their prospective damages.
- (c) The above requirements for marking out the admeasurements and boundaries on the premises and making a plan by the city engineer shall be waived in the case of discontinuance of alleys unless specifically ordered by the city council.

- Bring to City Council for Vote of Final Acceptance (MGL and Holyoke Ordinance Sec. 78-83)
  - Sec. 78-83. Notice and hearing; action by city council.
    (a) Before any order for relocating, laying out and establishing, altering or discontinuing any street or any order for taking by eminent domain, or easements concerning a temporary slope or a permanent slope in connection with relocating, laying out and establishing or otherwise altering any street, shall be passed, a written notice of the intention of the city council to relocate, lay out and establish, discontinue, take by eminent domain, or allow an easement for a temporary slope or a permanent slope so as to relocate, lay out and establish or otherwise alter such street shall be given and served in the manner provided by law and such notice shall specify a time and place for hearing, before the city council, all persons interested therein.
  - (b) After such meeting shall have been held, the city council may proceed to act upon an order for the relocating, laying out and establishing, altering or discontinuing of such proposed street.

Mayor Joshua A. Garcia **HEDIC**

City of Holyoke **Aaron M. Vega, Executive Director**

RECEIVED

OCT 23 2025

Holyoke City Clerk's
Holyoke, MA

October 27, 2025

Holyoke City Council
City of Holyoke
Holyoke, MA 01040

Dear Councilors:

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

- September 23, 2025
- September 23, 2025 (Annual Meeting with summary of activities)

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

Sincerely,

Aaron M. Vega

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

Meeting Minutes of September 23, 2025
Holyoke City Hall - Room 6
536 Dwight Street, Holyoke, MA
and via Zoom Meeting ID: 87574714255

Members Present:
Joseph McGiverin
Catherine Pratt
Michael Sullivan
Antonio Quinones
Mark Cutting
Callie Flanagan
Carl Eger, Jr.

Staff Present:
Aaron Vega, Executive Director
John Dyjach, Assistant Director

1. **Call to Order:**
Chairperson McGiverin called the meeting to order at 5:21 p.m. and stated that the meeting is being held in person, remotely and being recorded. A roll-call followed:

Name	Present
Antonio Quinones	Y
Mark Cutting	Y
Calie Flanangan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

2. **Board Business**
   a. **Meeting Minutes of July 31, 2025:** A motion was made by Michael Sullivan and seconded by Callie Flanagan to approve the minutes of July 31, 2025. A roll call vote followed:

Name	Vote
Antonio Quinones	Y
Mark Cutting	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

   b. **Bank Accounts and Flynn Financial Investment:** John Dyjach said much of the banking and financial updates were provided during the annual meeting. He noted the substantial amount of documentation required to establish the Flynn Financial account and thanked the HEDIC officers for their assistance. Mr. Dyjach then reviewed the Flynn Financial investment account statement and said that these statements will be provided on a quarterly basis. He noted the statements come from LPL Financial which is the financial services company used by Flynn Financial. Michael Sullivan noted the positive return on investment in less than a two-week period. With no further discussion, Chairperson McGiverin thanked staff for the report.

3. **Real Estate Project Update(s)**
John Dyjach said that an update will be provided in regard to ongoing real estate matters in the executive meeting. Callie Flanagan asked about the land under agreement that was listed in the annual meeting report. John Dyjach explained that those land parcels are located on Race Street are part of an agreement that provided land to the Holyoke Redevelopment Authority for future development. He added that HEDIC

is entitled to fifty percent of the sale price when the land is sold and that this agreement was done several years ago as part of HEDIC's support of the HRA.

4. **Other Business**
   a. **Brownfield Consultant:** Aaron Vega thanked the Board for previously allocating $30,000 to be used to match the City's $30,000 contribution for brownfield consulting work. He said this work will help City projects as well as stimulate private investment. Mr. Vega explained that the logistics of setting up the account are being discussed with the City auditor and combining HEDIC and City funds in a special account or keeping the funds separate are being considered. He said the consultant selected as part of the RFP process is Pare Consulting which has an office in Holyoke. Carl Eger commented that this will especially help small businesses that don't have the resources to do this work. Callie Flanagan asked about the grant writing aspect of the consultant's scope and if there is one portion of funds dedicated for City purposes and another for HEDIC. Aaron Vega said funding for the consultant's scope including grant writing and environmental reviews is not the split between the City and HEDIC at this time, but it is being considered as a way to allocate expenses.
   b. **Office Position**: John Dyjach said the Development Specialist position in OPED is being posted and when filled it will help support the work of HEDIC and the Redevelopment Authority.

5. **Executive Meeting**

   A motion was made by Carl Eger and seconded by Michael Sullivan to enter the Executive Meeting. Chairperson McGiverin then asked for a roll-call to authorize HEDIC to enter the Executive session in accordance with Massachusetts General Laws.

Name	Vote
Antonio Quinones	Y
Mark Cutting	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

6. **Adjournment**

   The Board returned from the Executive meeting and, with no further business, a motion was made by Carl Eger and seconded by Antonio Quinones to adjourn the meeting. A roll-call vote followed:

Name	Vote
Antonio Quinones	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y

The meeting was adjourned at 6:38 p.m.

Sincerely,

Joseph McGiverin, Chairperson
Holyoke Economic Development and Industrial Corporation

HOLYOKE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION
Annual Meeting Minutes of September 23, 2025
Holyoke City Hall - Room 6
536 Dwight Street, Holyoke, MA
and via Zoom Meeting ID: 87574714255

Members Present:
Joseph McGiverin
Catherine Pratt
Michael Sullivan
Antonio Quinones
Mark Cutting
Callie Flanagan
Carl Eger, Jr.

Staff Present:
Aaron Vega, Executive Director
John Dyjach, Assistant Director

1. **Call to Order:**
Chairperson McGiverin called the annual 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:

Name	Present
Antonio Quinones	Y
Mark Cutting	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

2. **Review of Annual Summary of Activities and Financial Report**
Chairperson McGiverin referred the Board members to the draft Annual Meeting Report prepared by staff and asked that staff summarize. He noted that the annual meeting and report are in accordance with HEDIC's bylaws. Assistant Director John Dyjach provided an overview of the report and highlighted HEDIC's activities over the last year. He then reviewed HEDIC's finances, real estate and the status of the loan programs and the Foreign Trade Zone program.
Chairperson McGiverin thanked staff and said he would entertain a motion to accept the report and to ratify the actions of the Board for Fiscal Year 2025. Said motion was made by Carl Eger and seconded by Michael Sullivan. A roll-call vote followed:

Name	Vote
Antonio Quinones	Y
Mark Cutting	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

3. **Appointment of Chairperson and Vice Chairperson**
Aaron Vega said that Mayor Joshua Garcia has reappointed Joseph McGiverin as Chairperson and Callie Flanagan as Vice Chairperson.

4. **Election of Treasurer and Clerk**
Joseph McGiverin said that per HEDIC's bylaws the Treasurer and Clerk are elected by the Board and made a motion to nominate Carl Eger to continue as Treasurer and Antonio Quinones to continue as Clerk. Said motion was seconded by Michael Sullivan and a roll-call vote followed:

Name	Vote
Antonio Quinones	Y
Mark Cutting	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

5. **Adjournment**

With no other business, a motion was made by Carl Eger and seconded by Antonio Quinones to adjourn the annual meeting. A roll-call vote followed:

Name	Vote
Antonio Quinones	Y
Mark Cutting	Y
Callie Flanagan	Y
Carl Eger	Y
Michael Sullivan	Y
Joseph McGiverin	Y
Catherine Pratt	Y

The meeting was adjourned at 5:20 p.m.

Sincerely,

Joseph McGiverin, Chairperson
Holyoke Economic Development and Industrial Corporation

◆ ANNUAL MEETING REPORT ◆

For JULY 1, 2024 To JUNE 30, 2025

The purpose of the Holyoke Economic Development and Industrial Corporation (HEDIC) Annual Meeting is to receive the Annual Report, ratify the Board's actions for the previous Fiscal Year, and for other necessary business.

The fiscal year of the HEDIC runs in conjunction with the City of Holyoke's Fiscal Year which is from July 1 to June 30.

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HEDIC Background and Purpose

The Holyoke Economic Development and Industrial Corporation (HEDIC) was established by the City of Holyoke on March 17, 1981 as authorized by Chapter 121C of the Massachusetts General Laws.

HEDIC's purpose, as stated in its bylaws, is to encourage and promote economic development, the growth of employment and business opportunities within the City of Holyoke through the creation and implementation of comprehensive economic and area planning. This planning shall include technical, engineering and other related studies, projects, and programs designated to stimulate and promote said economic development and employment opportunities. The Corporation shall assist in the coordination of private and public efforts and investments for these purposes. All activities of the Corporation shall be within the guidelines of Massachusetts General Law Chapter 121C.

Board of Directors and Staff

HEDIC has a seven-member board appointed by the Mayor and confirmed by the City Council. Two of the members represent the public at-large and the others represent sectors of business that include real estate, finance, municipal government, low-income, and industrial development.

Board of Directors	Sector
Joseph McGiverin (Chairperson)	Municipal Government
Callie Flanagan (Vice Chairperson)	Finance
Carl Eger, Jr. (Treasurer)	Real Estate
Antonio Quinones Albino, (Clerk)	Public Low Income
Catherine Pratt, (Member)	Industrial Development
Mark Cutting (Member)	At-Large
Michael Sullivan (Member)	At-Large

Staff:
Aaron Vega, Executive Director
John Dyjach, Assistant Director

DRAFT

Summary of Activities - July 1, 2024 to June 30, 2025

HEDIC met on seven occasions from July 1, 2024 through June 30, 2025:

- July 25, 2024
- October 3, 2024
- December 12, 2024
- January 23, 2025
- February 27, 2025
- April 24, 2025
- June 26, 2025

Meeting Summaries

➢ **July 25, 2024**

- Staff reported on the HEDIC Loan Program including that the Manufacturers Equipment Loan to Rutto Bats for $100,000 was issued to support the company's relocation and expansion at 1 Bigelow Street. It was noted that payments on the Raw Beauty Brand MakerLoan are on schedule.
- The Foreign Trade Zone Subzone project with ProAmpac Corp. is continuing on a year to year basis according the terms of their 2020 agreement with HEDIC. The $5,000 annual fee was received.
- The Purchase Option with Agilitas for HEDIC's Bobala Road land continues. There second $10,000 option payment was received and the sale is on track to close later this year.
- The Board authorized up to $30,000 to support a Brownfields Consultant to work on property redevelopment and to help businesses in the City.
- HEDIC authorized up to $20,000 for real estate due diligence to explore a real estate opportunity and possible Economic Development Plan.

➢ **October 3, 2024**

- Mayor Garcia appointed Joseph McGiverin as Chairperson and Callie Flanagan as Vice Chairperson. The Board nominated and approved Carl Eger, Jr. as Treasurer and Antonio Quinones Albino as Clerk.
- Alicia Zoeller, Administrator of the Office for Community Development, provided an overview and asked for feedback for Holyoke's five-year consolidated plan being developed per HUD regulations. The Board offered feedback including further r consideration of an anaerobic digester at the wastewater treatment facility, infrastructure improvements to support business expansions as well as to protect the existing affordable housing, support public transportations and pedestrian safety, new signage and public information in Spanish and consideration to utilize HUD Section 108 lending to help finance economic development initiatives.

- The Board heard updates from staff in regard to the Brownfield Consultant, the recent Manufacturers Roundtable, the High and Maple Street Upgrade Project and were informed of the upcoming All Board and Commissions Meeting.

➢ **December 12, 2024 .**

- Staff informed the Board of preliminary discussions with the Massachusetts Department of Transportation (MassDOT) about the potential to acquire unused rail property to support industrial development. A few companies have expressed interest in purchasing these properties and that HEDIC's involvement may be needed to facilitate these efforts.
- The Board began to consider a Memorandum of Understanding for a possible real estate opportunity that would be part of an Economic Development Plan.
- Staff provided background for the HEDIC owned land on Whiting Farms Road that is part of the Economic Development Plan with Holyoke Gas & Electric (HG&E). Staff noted that the HG&E recently issued a Request for Proposals with responses due later in the month.
- Executive Director Aaron Vega stated his appreciation for the support from individual Board members to help with HEDIC programs and projects. He said it is especially helpful as staff seek expertise in financing, real estate, workforce and manufacturers matters.

➢ **January 23, 2025**

- The Board was informed that sale of c is still on track pending the companies permitting the project. John Dyjach said he expects the closing to now occur within a few months.
- The sports complex group is continuing in their due diligence work for the Whiting Farms Road property. Aaron Vega said that per the terms of the sale agreement with HEDIC, their deposit will become non-refundable in April. He added that it is his understanding that the group is also exploring other opportunities in the City.
- Staff discussed the recent news of the closing of Edaron. Aaron Vega noted the company had a very positive presence in the City for many decades. Staff is in contact with the local management team to offer support and will also look to attract a new business to the property.
- HEDIC approved Staff's request of $1,000 to sponsor the quarterly Manufacturers' meetings.

➢ **February 27, 2025:**

- The Board welcomed Mr. Caesar Ruiz to present information on the status of the planned development on Whiting Farms Road. Mr. Ruiz explained his company's efforts over the last year to evaluate the property for the USA International Sports Complex Whiting Farms Road site including its design and financing. Additionally, he discussed the purchase of Wyckoff Country Club and intentions to improve the golf course and banquet facility. Mr. Ruiz said he is aware of the upcoming deposit date and expressed intention to complete the purchase. Chairperson McGiverin thanked Mr. Ruiz for the presentation and

noted HEDIC's part is the sale 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.

- Staff presented a draft Economic Development Plan for a potential real estate development opportunity. Aaron Vega noted the discussions are ongoing with a representative of the property owner and that staff is aligning resources to potentially support HEDIC's efforts.

➢ **April 24, 2025:**

- Mayor Garcia reappointed Joseph McGiverin, Callie Flanagan, Antonio Quinones and Carl Eger, Jr. to three-year terms which were unanimously confirmed by the Holyoke City Council. Aaron Vega added that staff is very appreciative of these members as well as the continued service of all the members to support the work of HEDIC.
- HEDIC received the Quarterly Financial Update and heard from a PeoplesBank representative regarding the upcoming changes to the bank deposit insurance. The Board heard a presentation on Intra Fi Deposit Insurance which is being offered by PeoplesBank to compliment FDIC insurance and provide coverage on all deposits.
- The sale of HEDIC's Bobala Road property to Agilitas was completed in March. John Dyjach noted the $350,000 sale price and that there is a reverter clause as well as a real estate tax paying requirement in the deed.
- The $50,000 deposit made by USA International Sprots Complex as part of sale agreement with HEDIC for the Whiting Farms Road land became non-refundable in April.

➢ **June 26, 2025:**

- The Board heard a presentation from Timothy Flynn of Flynn Financial Partners on an investment opportunity. Mr. Flynn presented some investment options and discussed his involvement with other City entities as well as municipalities across the State.
- Aaron Vega explained that a portion of downtown is a federally designated Opportunity Zone which offers federal tax incentives to developers in exchange for investing in the area. Mr. Flynn added to the discussion and explained that this designation gives Holyoke the ability to attract investments through Qualified Opportunity Funds.

Financial Report - September 2025

1. **PeoplesBank Money Market Accounts: $698,688.07**
2. **Certificate of Deposit Balance: $1,091,867.34**
3. **LPL (Flynn) Financial: $502,175.55**
4. **Notes receivable: $170,110.47**
   a. Holyoke Redevelopment Authority (HRA) $400,000 ten-year note issued December 2016. Current Balance $50,195.50. Bi-annual principal and interest payments of $18,339.34 made by HRA to HEDIC.
   b. Raw Beauty Brand $25,000 MakerLoan Issued 2/7/2024: Current Balance $19,914.97 / 5-year term / Monthly payments of $416.67.
   c. Rutto Bats $100,000 Manufacturers Loan issued 6/5/2024: Current Balance $100,000 / 7-year term with interest only payments in first year. Participation loan with The Life Initiative as lead lender. $1,000 commitment fee paid to HEDIC.
5. **Comparison with last quarterly update and one year ago**

Asset	September 2025 (current)	April 2025	September 2024
Cash (Money Market Accounts)	$698,688.07	$1,161,597.27	$788,587.02
Certificate of Deposit	$1,091,867.34	$ 1,069,003.63	$1,038,312.68
LPL (Flynn) Financial	$502,175.55		
Notes Receivable	$170,110.47	$192,442.29	$210,935.45
Total	**$2,462,841.43**	**$2,423,043.19**	**$2,037,835.15**

6. **Notable Transactions - July 1, 2024 - June 30, 2025**
   a. $340,000 (deposit and final payment) received from Agilitas for Bobala Road Parcel 004A
   b. $50,000 non-refundable deposit held in escrow from USA International Sports Complex for sale of Whiting Farms Rd. land
   c. $5,000 annual fee received from ProAmpac, Inc. for Foreign Trade Subzone
   d. $36,676.68 representing 12 loan principal and interest payments from Holyoke Redevelopment Authority for the Parsons Paper Redevelopment Project
   e. $79,926.33 bank account interest for the period 7/1/24 to 6/30/25
   f. $500,000 transfer from money market account to fund LPL (Flynn) Financial investment
7. **Other**
   a. $30,000 encumbered to support a Brownfields Consultant
   b. $20,000 encumbered for real estate due diligence

HEDIC Loan Program

In 2023 HEDIC launched a revised business loan program and authorized an initial budget of $500,000 to fund the program. The program consists of the Equipment Financing Program and the MakerLoan Program.

The Manufacturers Financing Program is for existing and new to Holyoke businesses. The program offers gap co-lending and, in some cases, direct financing for eligible manufacturers that have good credit and a strong business plan. These loans are designed to fill a lending gap and help to stimulate business growth.

The MakerLoan Program is for makers (those that manufacture a good/product for market sale). This program offers no interest loans for entrepreneurs or micro-businesses that are starting out and may be unable to access traditional lending. The goal is to support the growth of small businesses and the development of the 'Maker' ecosystem in the City.

There are currently two loans approved under these programs. One from HEDIC's MakerLoan Program to Raw Beauty Brand and one from the Manufacturers Financing Program to Rutto Bats.

Raw Beauty Brand - MakerLoan Summary

Raw Beauty Brand (RBB) produces natural skincare products and is based at 532 Main St. The MakerLoan, approved by HEDIC in December 2023, assisted the company purchase equipment, materials as well as to get established in its new location.

Loan Issued: February 15, 2024 Amount: $25,000
Interest Rate: 0% Term: 5 Years:
Monthly Payment: $416.67 Balance: $19, 915

Rutto Bats - Manufacturers Financing Program Summary

Rutto Bats is a manufacturer of finished baseball bats located at 1 Bigelow St. The Manufacturers loan, approved by HEDIC in May 2023, helped the company leverage $900,000 in financing from other participating lenders. The Life Initiative is the lead lender for this Participation Loan and the loan terms are defined in an agreement with HEDIC The company used the loan proceeds to purchase equipment to support their expansion in Holyoke.

Loan Issued: May 31, 2024 Amount: $100,000
Interest Rate: 9.5% Term: 7 Years
Monthly Payment: Interest only payments in Year 1 with principal and interest payments scheduled to start in Years 2-7.

Holyoke Redevelopment Authority Loan

Separate from HEDIC's loan program, the Holyoke Redevelopment Authority (HRA) borrowed $400,000 in 2016 from HEDIC to help fund the Parsons Paper Redevelopment Project. The HRA in turn provided a loan for the full amount to the developer Jackson Canal, LLC. Payments are made to the HRA and the HEDIC receives biannual payments. All payments have been made as scheduled and the note is due December 2026. The note is secured by a mortgage on 84 Sargeant Street.

Loan Issued: November 9, 2016 Amount: $400,000
Interest Rate: 2.45% Term: 10 Years:
Monthly Payment: $3,056.39 Balance: $50,196

Real Estate

Among the powers authorized by its State enabling legislation and bylaws, HEDIC is allowed to be involved in real estate development that promotes projects that grow the tax base, create jobs and enhance the overall economic climate in Holyoke. This includes acquiring and selling real estate and the power of eminent domain. In most instances, the purchase and sale of real estate is specified in an Economic Development Plan which requires approval by the Mayor and City Council. HEDIC continues to explore real estate opportunities to support development in the City.

The current status of HEDIC's real estate involvement is listed below.

Address:	Status:
Bobala Rd. (parcel # 176-00-004A)	8 acres - Holyoke Crossroads Development Park (Sold in March 2025 to Agilitas for $350,000)
Whiting Farms Rd. (parcel #120-00-012) (parcel #'s 120-00-045, 046 and 047)	11 acres – HG&E Industrial Land Project (under agreement with USA International Sports Complex for $500,000)
Main St. (parcel #030-06-005)	.06 acre - transferred to the HRA HEDIC due 50% of future sale price.
Main St. (parcel #030-06-014)	.43 acre - transferred to the HRA HEDIC due 50% of future sale price.

DRAFT

Foreign Trade Zone

A Foreign-Trade Zone (FTZ) is a location licensed by the U.S. Department of Commerce Foreign-Trade Zones Board at which special customs procedures may be used. The goal of the FTZ program is to enhance the competitiveness of US companies by reducing costs thereby helping to maintain and create jobs and encouraging local investment.

HEDIC holds the Grant of Authority for Foreign-Trade Zone (FTZ) 201, which primarily serves the City of Holyoke as well as the limits of the Springfield Customs port. HEDIC is empowered to develop, maintain, and operate a foreign-trade zones under Massachusetts General Laws Chapter 23.

There are two types of zones which are known as General Purpose Zones and Subzones. General Purpose Zones are operated privately and typically located in a warehouse or port and can be used by multiple companies. A Subzone is dedicated to a single company for a specific activity or purpose typically a manufacturing plant or a distribution facility.

Details on the HEDIC FTZ is available online and can be accessed here.

Currently, there is one active Subzone (described below) licensed under HEDIC's Grant of Authority. Per its Operating Agreement with HEDIC, the company committed to hiring locally. An annual administrative fee of $5,000 is paid to HEDIC.

Subzone #201-00D
ProAmpac Holdings, Inc.
132 North Elm Street
Westfield, MA 01086
https://www.proampac.com/en-us/

ProAmpac produces materials used in flexible packaging applications, for food, medical, pharmaceutical, and other consumer and industrial applications, in the U.S. market and export. The FTZ program has helped the company competitively supply customers both abroad and domestically, through duty savings on imported aluminum. The company has been able to increase its local employment and investment.

In 2025, as changes occurred in tariffs on foreign goods and raw materials, interest in the program has increased. Staff is looking to capitalize on this opportunity to attract new business with the FTZ designation which may offer companies a strategic way to manage rising import costs.

Mayor Joshua Garcia

Office of Planning & Development

City of Holyoke

Planning Department

RECEIVED

OCT 29 2025

Holyoke City Clerk's
Holyoke, MA

October 28, 2025

Israel Rivera, Chairperson
City Council Ordinance Committee
C/o Assistant to the City Council

RE: Lyman Group, LLC (RMRE) – 40 Lyman Street (038-02-002.1), **#CC2025-3** **(ZONE: IG, Industrial General)**

Dear Councilor Rivera,

Beginning on October 23, 2025, Planning staff had the opportunity to review materials received on October 23, 2025, from Lyman Group, LLC for a **special permit** to allow for a transfer of ownership, originally issued to Abby Property Management, for the existing building located at 40 Lyman Street (038-02-001.1). Per Section 7.10.4 the site is zoned appropriately, Industrial General (IG) and requires a Special Permit granted by the City Council to operate.

Pursuant to Holyoke Zoning Ordinance Section 7.10.5.4(b) **Issuance/Transfer/Discontinuance of use**, a special permit for marijuana use must be non-transferable and its term must be limited to the duration of the specific applicant's owner or control of the premises as a marijuana establishment.

Therefore, while this is not otherwise a new project — the applicant is seeking to transfer ownership of an existing recreational marijuana retail establishment currently owned by Abby Property Management, LLC, an existing facility that holds an approved City Council special permit. The applicant states that there are no building renovations- interior or exterior, and that no changes are proposed for the site. The applicant is requesting that the City Council **waive the submission requirements** related to:

a. **Section 7.10.6.3(g)**- Development Impact Statement and Traffic Impact Statement
b. **Section 7.10.6.4(a,c,d,f,g)**- Locus plan, improvements plan, photometric plan, elevation plan, and details sheets. An updated site plan has been provided as well as the original floor plans submitted by Abby Property Management.

The Planning Board cannot approve or deny waiver requests directed to City Council, and suggest that the City Council approve the waivers as there are no changes to the site. Currently standing, all the submission requirements that would need to be made for a new marijuana establishment must be made, and the City Council must review it as though it were an application for a new facility. Our comments below reflect this statutory requirement.

We strongly recommend the City Council take the following statements and questions into account as well as Section 9.3.2 **Special Permit Criteria** of the Holyoke Zoning Ordinance when considering their decision.

After reviewing the submittal materials based on the City of Holyoke Zoning Ordinance, Sec. 7.10, **MARIJUANA FACILITIES**, and other applicable Sections (10.1.6.1 & 10.1.6.2), with the Planning Board at their October 28, 2025 meeting, the Planning Board offers the following review:

\+ + + + +

Remaining Questions & Comments

The Planning Board offers the following comments and questions on specific issues within the applicant's submission that may need to be addressed. Each statement includes the section of the Holyoke Zoning Ordinance being referenced.

1. Written and signed approval from the current Holyoke Chief of Police will be required for the site's security plan prior to any permit issued by the building department. (7.10.6.3(f))

2. A revision list will be required for all revisions to plans and/or narrative as applicable. (7.10.6.4(h))

3. Section 6.4 **Signs**

a. Should there be any temporary pre-development signage proposed for the project (i.e. contractors, builders, designers, "coming soon"), theirs location(s) must be illustrated in the plans. Details will need to be provided and referenced and include size, location, and materials and they must conform to all requirements of the City of Holyoke Zoning Ordinance. The City Council may request color samples of the materials. A copy must be submitted to the Building Commissioner for review/approval in order to erect any temporary signage (Section 6.4.3.7). Multiple signs on a wall or signs greater in area (s.f.) than what is allowed on a wall require a Special Permit reviewed/granted by the Planning Board (6.4.6.4).

b. Any permanent signage proposed for the site will require a building permit granted by the Building Commissioner. In order to erect wall signs or any other pole-mounted signage or monument signage, details will need to be provided and include size, location, and materials and they must conform to all requirements of the City of Holyoke Zoning Ordinance. The City Council may request color samples of the materials. Multiple signs on a wall or sign(s) area (s.f.) greater than what is allowed on a wall will require a Special Permit reviewed/granted by the Planning Board (6.4.6.4).

4. Should the City Council come to agreement and move to approve this Special Permit, the Planning Board recommends that they consider adding one of the two following statements to their Notice of Conditions:

a) In the event that there are any proposed changes to the approved plan/transfer of ownership, the applicant will be required to come back to the City Council for review and approval prior to their implementation and file as an amendment to the Special Permit. Significant changes to the original approved plan as determined by the City Council will require public notice of the proposed amendments to be heard before the City Council as a public hearing and be advertised at the cost of the applicant. All amendment Notice of Decisions shall be recorded at the Hampden County Registry of Deeds and a copy (pdf) shall be submitted to the City Council, filed with the office of the City Clerk.

b) In the event there are any proposed changes to the approved Plan(s), prior to their implementation, the Applicant will be required to come back to the City Council for review and approval and file as an amendment to the Special Permit.

**Please consider that revised materials submitted beyond the original application received date of October 23, 2025, may result in additional Department review and additional information and/or details may be requested in subsequent letters to the Applicant as the plans are revised.*

Sincerely,

Mimi Panitch, Planning Board Chair

ORG	OBJECT	DESCRIPTION	YEAR	PER	JOURN	EFF DATE	POST DATE	SRC	T	REF1
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	9	146	03/03/2025	05/02/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	4	232	10/30/2024	04/10/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	5	121	11/12/2024	01/22/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	6	189	12/26/2024	02/24/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	8	148	02/03/2025	04/02/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	4	208	10/25/2024	01/21/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	150	08/20/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	1	686	07/18/2024	09/25/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	12	281	06/09/2025	07/08/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	3	142	09/16/2024	12/09/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	10	182	04/22/2025	06/12/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	9	173	03/26/2025	05/16/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	150	08/20/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	150	08/20/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	150	08/20/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	150	08/20/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	154	08/27/2024	11/05/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	6	200	12/24/2024	03/04/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	12	385	06/05/2025	07/18/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	9	187	03/20/2025	06/02/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	5	121	11/12/2024	01/22/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	133	08/05/2024	11/04/2024	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	12	385	06/05/2025	07/18/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2025	2	155	08/28/2024	11/05/2024	CRP	1	135

PO/REF2	AMOUNT	P	VDR NAME/ITEM DESC	COMMENTS
1891130	-116,666.67	Y	CUSTOMER	HGE FEBRUARY 2025
1881144	-80,000.00	Y	CUSTOMER	MGHPCC FY25
1850333	-116,666.67	Y	HG&E	HG&E
1859541	-116,666.67	Y	HG&E DECEMBER 2024	HG&E DECEMBER 2024
1878592	-116,666.67	Y	HG&E JANUARY 2025	HG&E JANUARY 2025
1850133	-116,666.67	Y	HG&E OCTOBER 2024	HG&E OCTOBER 2024
1843258	-116,666.67	Y	HGE - AUGUST 2024	HGE - AUGUST 2024
1832311	-116,666.67	Y	HGE JULY 2024	HGE JULY 2024
1900337	-116,666.67	Y	HGE MAY 2025	HGE MAY 2025
1845962	-116,666.67	Y	HGE SEPTEMBER 2024	HGE SEPTEMBER 2024
1896649	-116,666.67	Y	HGE&E APRIL 2025	HG&E APRIL 2025
1893888	-116,666.67	Y	HGE&E MARCH 2025	HG&E MARCH 2025
1843265	-446.00	Y	HHA PILOT PYMT FY23 - 501	HHA PILOT PYMT FY23 - 501
1843259	-186.00	Y	HHA PILOT PYMT FY23 - 504	HHA PILOT PYMT FY23 - 504
1843260	-875.12	Y	HHA PILOT PYMT FY23 - 689	HHA PILOT PYMT FY23 - 689
1843264	-3,281.70	Y	HHA PILOT PYMT FY23 - 705	HHA PILOT PYMT FY23 - 705
1843449	-50,000.00	Y	HWW - 6/30/2024	HWW - 6/30/2024
1862249	-147,000.00	Y	ISO NEW ENGLAND FY24	ISO NEW ENGLAND FY24
1903354	-2,000.00	Y	MENTAL HEALTH ASSN	MENTAL HEALTH ASSN
1895405	-2,000.00	Y	MENTAL HEALTH ASSN	MENTAL HEALTH ASSN
1850328	-2,000.00	Y	MENTAL HEALTH ASSN	MENTAL HEALTH ASSN
1841960	-2,000.00	Y	MENTAL HEALTH ASSOC. 7/29/24	MENTAL HLTH ASSOC 7/29/24
1903353	-3,511.20	Y	SALE OF BOBALA ROAD PARCEL	SALE OF BOBALA ROAD PARCEL
1843369	-25,278.24	Y	VEOLIA PILOT TRUE UP	VEOLIA PILOT TRUE UP
	-1,601,911.63			

ORG	OBJECT	DESCRIPTION	YEAR	PER	JOURNAL	EFF DATE	POST DATE	SRC	T	REF1
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	2	185	08/19/2025	09/08/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	306	07/11/2025	07/28/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	301	07/03/2025	07/28/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	3	189	09/15/2025	10/08/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	306	07/11/2025	07/28/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	297	07/01/2025	07/28/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	297	07/01/2025	07/28/2025	CRP	1	135
10005	41800	PAYMENTS IN LIEU OF TAXES	2026	1	381	07/18/2025	08/06/2025	CRP	1	135

PO/REF2	AMOUNT	P	VDR NAME/ITEM DESC	COMMENTS
1915089	-116,666.67	Y	HGE AUGUST 2025	PAYMENTS IN LIEU OF TAXES
1904917	-116,666.67	Y	HGE JULY 2025	HGE JULY 2025
1904840	-116,666.67	Y	HGE JUNE 2025	HGE JUNE 2025
1917329	-116,666.67	Y	HGE SEPTEMBER 2025	PAYMENTS IN LIEU OF TAXES
1904916	-11,310.00	Y	HGE SOLAR	HGE SOLAR
1904792	-4,181.00	Y	HHA FY24	HHA FY24
1904793	-11,632.05	Y	HHA FY24	HHA FY24
1912341	-50,000.00	Y	HWW FY25	HWW FY25
	-543,789.73			

Docusign Envelope ID: E2B9F4A2-E3A4-4375-9E2F-1475CC8C7CA7

Date: October 28, 2025

CITY OF HOLYOKE CITY COUNCIL
ZONE CHANGE (Parcel) - APPLICATION

Current Zone R-2 Proposed Zone BG

RECEIVED
OCT 29 2025
Holyoke City Clerk's
Holyoke, MA

Name of Owner: Ella Sussman

Address: 1-9 Martin Street, Holyoke, MA

Contact Name Ella Sussman Address (if other) _____

Contact Phone 413-454-7974 Fax # _____

==========

Name of Applicant: Martin Street Psychiatry PLLC (Ella Sussman, Managing Member)

Address: 9 Martin Street, Holyoke, MA

Phone: 413-454-7974 Fax: _____

==========

Name of/Development/Company: N/A
(if applicable)

Address: _____ Phone _____

==========

Deed of Property Recorded in Hampden County Registry of Deeds:

Book: 25858 Page: 410

Holyoke Assessor Map Reference:

Map 122 Block 00 Parcel 018

Property Address: 9 Martin Street, Holyoke, MA

==========

Please explain the reasons for the requested zone change: The premises consists of 1 residential unit (the applicant's unit) and two commercial units. The applicant desires to change the existing use of its unit from a residential use to solely a commercial use for the operation of the applicant's part-time psychiatric nurse business.

Section 1.3.1 of the Zoning Ordinance: Petitions for amendments shall be made in writing on appropriate forms furnished by the City Clerk, and shall, when applicable, be accompanied by a map showing the locus, the premises in question, all abutting premises and other premises within 300 feet of the perimeter of the premises in question, adjacent and nearby streets and ways, and the existing zoning of the locus. The cost of publication of notices of public hearings required by G.L. c. 40A, s. 5 shall be borne by the petitioner. The fee for such notice shall be $100.00.

Ella Sussman
Applicant (or LEGAL COUNCIL

DocuSigned by:
Ella Sussman
C47CA8FC69B5448...
SIGNATURE OF APPLICANT

Ella Sussman
OWNER (or LEGAL COUNSEL)

DocuSigned by:
Ella Sussman
C47CA8FC69B5448...
SIGNATURE OF OWNER (or LEGAL COUNSEL)

Bacon Wilson
ATTORNEYS AT LAW

AMHERST
NORTHAMPTON
SPRINGFIELD
WESTFIELD

October 15, 2025

VIA MAIL
Holyoke City Clerk
536 Dwight Street #2
Holyoke, MA 01040

RE: Special Permit Application

Dear Sir/Madam:

Enclosed please find an application for a special permit for the premises located at 9 Martin Street, Holyoke, Massachusetts as well as check in the amount of $100.

Should you require any additional information, please do not hesitate to contact me by phone at 413-886-8371 or by email at JGoldstein@baconwilson.com.

Very truly yours,

Joshua M. Goldstein, Esq.

NEW: ____
RENEWAL: ____
$130 Application FEE: ____
$25 late FEE: ____
TAX COLLECTOR LETTER: ____
TREASURER'S LETTER: ____

DATE: 10/9/25

RECEIVED

OCT 09 2025

Holyoke City Clerk's
Holyoke, MA

HOLYOKE CITY COUNCIL
LIVERY SERVICE APPLICATION

Name of Applicant: Ronald A. Diaz DBA. Moonshot transportation LLC.

Address: 400 Hillside Ave

Telephone: 413-539-0573 Email: admin@moonshottransport.com

Make of Vehicle: CHEV Suburban

Vehicle ID#: 1GNSGFRD0SR409489

Garaged at: 400 Hillside Ave Holyoke MA 01040

DIVISION 5. - *LIVERY* RESTRICTIONS

Sec. 98-130. - Restrictions on operation of *livery* vehicles. In addition to the requirements set forth herein for all vehicles for hire, every *livery* vehicle *licensed* by the city shall comply with the following and any violation thereof may result in the suspension or revocation of the *license*:

(1) Is hired on a prearranged basis with a minimum of 12 hours' notice;

(2) Does not pick up hail fares on the street;

(3) Does not contain a rate meter, and does not charge for services based upon miles traveled if the trip is less than 25 miles;

(4) Is operated by the named insured, an employee, or an independent contractor of the named insured, in attendance as a chauffeur;

(5) Primary form of payment shall be by check or credit card or by U.S. mail billing system;

(6) Operates from a home base (fixed address). All vehicles will have two-way communication with its home base.

Sec. 98-131. - Contracts subject to inspection. All contracts for transportation in a *livery* vehicle are subject to inspection by the city police department and/or the city council to assure that no *livery* vehicles are being used as taxicabs.

Sec. 98-132. - *Livery* markings prohibited. A *licensed livery* vehicle shall bear no external markings of any type except as provided herein unless otherwise determined by the chief of police; nor shall such a vehicle be equipped with any distinguishing lights or other externally mounted instruments so as to distinguish it from any private passenger vehicle.

Sec. 98-133. - Use of *livery* vehicle as taxicab.
Any *livery* vehicle operating illegally as a taxicab may result in the immediate suspension/revocation of the driver's/owner's *license*.

Ronald A Diaz
Applicant's Signature

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

REGISTRY OF MOTOR VEHICLES

EXTERNAL CODE	REGISTRATION TYPE	PLATE NUMBER	EFFECTIVE DATE	TITLE NUMBER	
LVN	Livery Normal	LVN3701	30-Sep-2025	CL558856	31-Jan-2027

MODEL YEAR	MAKE	MODEL	MODEL NUMBER	BODY STYLE	COLOR	VEHICLE IDENTIFICATION NUMBER
2025	CHEV	SUBURBAN	CK1090	SUV	BLACK	1GNS6FRD0SR409469

RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER

GARAGE ADDRESS
400 HILLSIDE AVE HOLYOKE MA 01040-2105

US DOT NUMBER FOR COMMERCIAL VEHICLE

NAME(S) OF OWNER(S) AND MAILING ADDRESS
RONALD A DIAZ
400 HILLSIDE AVE
HOLYOKE MA 01040-2105

INSURANCE COMPANY
PROGRESSIVE CASUALTY INSURANCE COMPANY

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

LESSEE/IN CUSTODY OF

Colleen J. Gallucci Registrar of Motor Vehicles

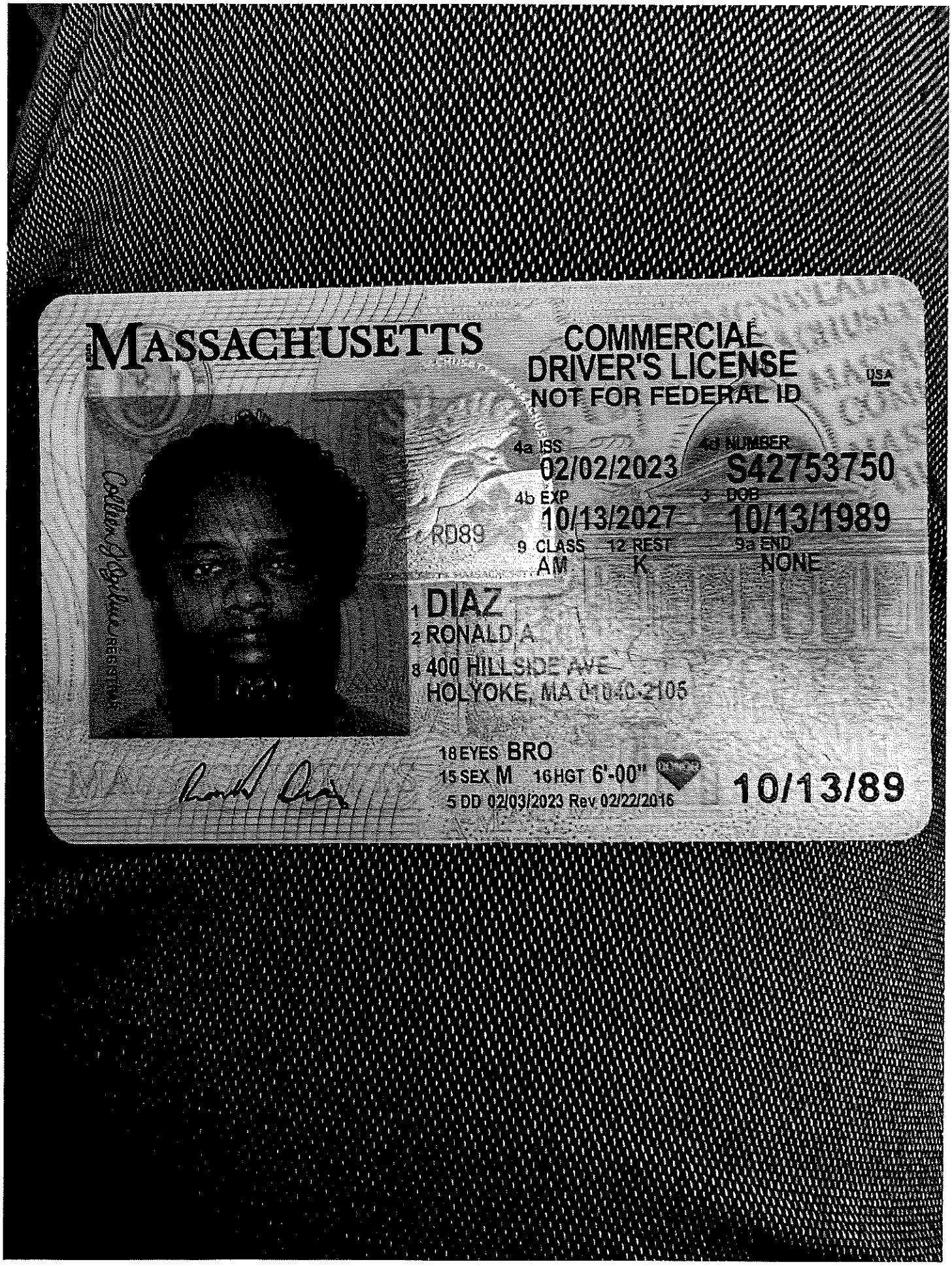
SPECIAL MESSAGE

CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE

Important information for vehicle owners

- Certificate of Registration: Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address: By law, you must report any change of address to the RMV within 30 days. Visit Mass.Gov/RMV to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required: Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at Mass.Gov/RMV for more information.
- Cancel the registration plates if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

[redacted]


MASSACHUSETTS
COMMERCIAL
DRIVER'S LICENSE
NOT FOR FEDERAL ID
USA
4a ISS
02/02/2023
4d NUMBER
S42753750
4b EXP
10/13/2027
3 DOB
10/13/1989
RD89
9 CLASS
AM
12 REST
K
9a END
NONE
1 DIAZ
2 RONALD A
8 400 HILLSIDE AVE
HOLYOKE, MA 01040-2105
18 EYES BRO
15 SEX M
16 HGT 6'-00"
5 DD 02/03/2023 Rev 02/22/2016
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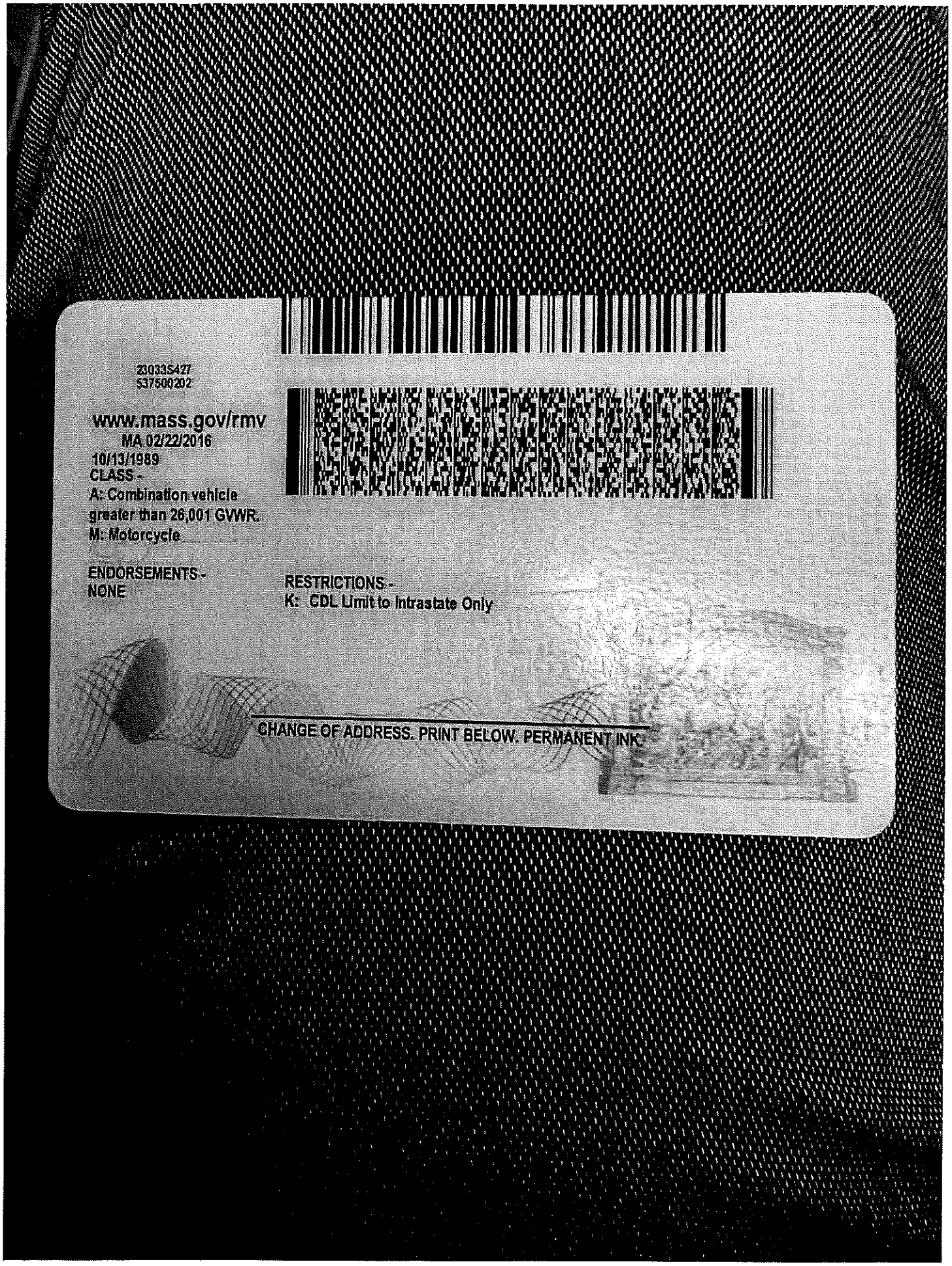

23033S427
537500202
www.mass.gov/rmv
MA 02/22/2016
10/13/1989
CLASS -
A: Combination vehicle greater than 26,001 GVWR.
M: Motorcycle
ENDORSEMENTS -
NONE
RESTRICTIONS -
K: CDL Limit to Intrastate Only
CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.

Sec. 86-91. - Parking advisory board.

(a) The parking advisory board shall consist of nine members, seven appointed by the mayor with the approval of the city council, and two councilmembers appointed by the president of the city council annually.

(b) The advisory board shall annually elect a chairman. Each of the mayoral appointed advisory board members shall be appointed for three years, with the exception of the initial appointees. In such case, the terms shall be staggered as follows: two advisory board members shall be appointed for one year, two advisory board members shall be appointed for two years, and one advisory board member commissioner shall be appointed for three years.

(c) The advisory board shall advise the city council as to policies for the off-street downtown parking system, including parking meters, parking facilities, parking garages, alleyways, and handicapped parking, including any fees that may be charged; conduct hearings on on-street parking issues and prepare recommendations; and make inquiries into properties that may be suitable for off-street parking facilities.

(1) Two of the advisory board members shall be members of the city council, one a councilmember at large and one a ward councilmember. Of the seven advisory board members appointed by the mayor, at least one member shall be from the following:

a. Retailers (especially downtown retailers);

b. Office workers;

c. Multifamily residential (especially a resident of a downtown area);

d. The Holyoke Redevelopment Authority; and

e. Greater Holyoke Chamber of Commerce.

Four members shall serve as ex-officio members of the board: they shall be the chief of police or his designee, the city engineer or his designee, the planning director or his designee, the general superintendent of public works or his designee. The primary focus of the advisory board shall be parking in the downtown area, especially the area included in the comprehensive parking plan; the advisory board shall be available to study other areas in the city as requested by the city council.

(2) Any member may be reappointed after the expiration of his or her term. The reappointments by the mayor are subject to the approval of the city council.

(d) The advisory board shall not have the authority to create, amend, or delete ordinances, but shall serve as an advisory board to the city council. All requests on parking actions that go to the council, therefore, should be referred to the advisory board for hearings and recommendations.

(e) No member shall receive pay for his duties. The staff and resources of the planning department and the city engineer's office should be available, within reason, to provide technical assistance to the advisory board members.

(Code 1972, § 20-21; Ord. of 6-3-97 [4th amd.], § 1; Ord. of 4-3-12 [759th amd.], § 1)

(d) Removal of Handicapped Parking Signage.

RECEIVED

OCT 2 9 2025

Holyoke City Clerk's
Holyoke, MA

(1) City Clerk Form.

a. A form will be sent to applicants biennially by the city clerk informing them that they are required to maintain designation for handicapped parking and asking if the space is still used in accordance with applicable rules and regulations. Applicants shall return the completed form within 60 days by mail or in person at office. Failure to return the completed form may result in removal of handicapped parking signage. The form shall be issued in both English and Spanish.

b. b. This notice requirement shall be included in applications submitted pursuant to Sec. 86-98(c) above. Applications should include a check box acknowledging applicants are aware of this ongoing duty to inform the city clerk if the space is no longer in use and information on the city clerk form.

(2) Removal of Signage by DPW.

1. If the city clerk form is not returned to the City Clerk's Office within 60 days, the City Clerk's Office shall notify the Department of Public Works. DPW shall complete a work order for removal within 30 days of receipt of notice from the office

To apply for a Handicap Parking space near your residence, please submit the following documentation to the City Clerk's Office:

1. The completed Residential Handicap Parking application
2. A photocopy of the car registration if it has a 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.

APPLICANTS 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.

Ricardo Oquendo Ricardo Oquendo

Applicants Signature Print Name Date

For Office Use Only:

Date order filed with City Council and referred to the Ordinance Committee/Handicap Commission_____

Date Handicap Commission recommendation received by Ordinance Committee _____

Date Ordinance Committee recommendation_____

Date City Council approved/denied_____

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 Ricardo Oquendo

Address: 182 Lyman St

Telephone: 413-657-3335 Date of Birth (mm/dd/yy) 11/18/1967

Handicap Placard/License Plate Number: PL8200205 Exp. Date: 4-14-30

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1) Is there off-street parking (driveway, parking lot etc) at your residence? YES [ ] NO [X]

   a) If there is off-start parking are you allowed to use it? YES [ ] NO [ ]
   b) If you are not allowed to use off-start parking, please explain why:

2) Explain why you feel that you need Residential Handicap parking in front of/near your home. (If needed, continue on reverse side or attach additional sheets)
DeFibrillator a device that delivers an electrical Shock to stop A life threatening irregular heartbeat, left hip and right shoulder and also live third Floor - etc →

3) Do you rent the property where you are residing? YES [X] NO [ ] ** If YES, your landlord will need to sign below.

** I certify that I am the owner of the property or Property Manager:
Insert address of resident: 182 Lyman St, Holyoke

**I further certify that off-street parking (driveway, garage, or lot) is not available to the applicant at this listed address.

Paul Galli, Agent 413-758-1070 10/25/25
Signature of Landlord of Property Manager Phone Date
Agent for Marengo Capital, LLC

ATTACH PICTURE OR SKETCH INCLUDING DRIVEWAYS, RAMPS AND ENTRANCES

CITY OF HOLYOKE MASSACHUSETTS
RESIDENTIAL HANDICAP PARKING APPLICATION

Applicant's Name (please print) Ricardo Oquendo

Applicant's Address 182 Lyman St. Phone 413-657-3335

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 be Approved [ ] Recommend Application be Denied – Reason for recommendation

_____

_____

_____

HHC Chairperson

Signature: _____ Date: _____

To be Completed by City Council Ordinance Committee:

Reviewed at meeting of Ordinance Committee (date): _____

[ ] Recommend Application be Approved [ ] Recommend Application be 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 Certification:

I am aware that it is my responsibility to file a complete application. I understand that the applicant 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 correct to the best of my knowledge and belief.

Applicant's Signature: Ricardo Oquendo Date: 10-29-25

*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 o the applicant in accordance with the provisions of Chapter 632 of the Massachusetts General Laws.

CERTIFICATE OF REGISTRATION

REGISTRY OF MOTOR VEHICLES

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE	REGISTRATION TYPE	PLATE NUMBER	EFFECTIVE DATE	TITLE NUMBER	EXPIRES ON	
PAN	Passenger Normal Red	4MPX82	04-Nov-2024		EXPIRES ON	28-Feb-2026

MODEL YEAR	MAKE	MODEL	MODEL NUMBER	BODY STYLE	COLOR	VEHICLE IDENTIFICATION NUMBER
2007	FORD	LGTCON	F150	PU	BLACK	1FTPX14V37NA52368

RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER

GARAGE ADDRESS

182 LYMAN ST APT 3FL HOLYOKE MA 01040-4509

US DOT NUMBER FOR COMMERCIAL VEHICLE

NAME(S) OF OWNER(S) AND MAILING ADDRESS

RICARDO OQUENDO
182 LYMAN ST APT 3FL
HOLYOKE MA 01040-4509

INSURANCE COMPANY

The Hanover Insurance Company

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

LESSEE/N CUSTODY OF

Colleen J. Quilenia Registrar of Motor Vehicles

SPECIAL MESSAGE

If this vehicle is newly acquired, it must be inspected within 7 days of registration.

CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE

Important information for vehicle owners

- Certificate of Registration: Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address: By law, you must report any change of address to the RMV within 30 days. Visit Mass.Gov/RMV to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required: Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at Mass.Gov/RMV for more information.
- Cancel the registration plates if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.

PL8200265

Expires:

04-14-30

Disabled Persons
Parking Identification Placard

OQUENDO

RICARDO

Commonwealth of
Massachusetts

City of Holyoke,
Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Complete Streets Grant - Race St - Contract for signature and council

Miira Gates <gatesm@holyoke.org> Fri, Oct 17, 2025 at 10:17 AM
To: Joshua Garcia <garciaj@holyoke.org>, Michael Bissonnette <bissonnettem@holyoke.org>, Lisa Ball <balll@holyoke.org>, Tanya Wdowiak <wdowiakt@holyoke.org>, Matthew Sokop <sokopm@holyoke.org>, Michael Gallagher <gallagherm@holyoke.org>, Victoria Houle <houlev@holyoke.org>

Good morning,

We were awarded $285,631.88 through the Complete Streets program to fund construction improvements on Race St between Sargent and Cabot. We received the contract this morning and it will need to be signed and presented to Council. Please find the contract and CASL form that needs a wet signature attached. Please return it as a scan so that I can return it to MassDOT.

Thank you,
Miira

--
Miira Gates (she/her)
Stormwater Coordinator and Grantwriter
City of Holyoke
63 N Canal St
Holyoke, MA 01040
C: (413) 588-6897

2 attachments

CASL Form_132740.pdf
263K

SCF_132740.pdf
452K

City of Holyoke, Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Complete Streets Grant - Race St - Contract for signature and council

Miira Gates <gatesm@holyoke.org> Fri, Oct 31, 2025 at 9:47 AM
To: Tanya Wdowiak <wdowiakt@holyoke.org>
Cc: Matthew Sokop <sokopm@holyoke.org>, Michael Gallagher <gallagherm@holyoke.org>, Victoria Houle <houlev@holyoke.org>

Hi Tanya,

Here is a project description:

The project consists of pedestrian safety and roadway improvements and includes multimodal accommodation along approximately 960 linear feet of Race Street between Sargeant Street and Cabot Street in Holyoke. The work includes line striping improvements to better accommodate the transition from the proposed bike lanes and roadway modifications to be completed under the Center City Connector III STIP Project. Improvements will involve the addition of shared bike lanes, construction of a new 5-foot-wide sidewalk, and installation of ADA/AAB-compliant curb ramps equipped with detectable warning panels and signage at key crossings. New crosswalks will be installed to enhance pedestrian safety, and existing on-street parking will be improved to optimize use and vehicle maneuverability. The project also includes roadway drainage improvements to address stormwater management needs and protect the integrity of the roadway infrastructure, including bicycle friendly drain grates. Finally, the roadway will be milled and resurfaced to improve pavement conditions, ride quality, and long-term durability. All improvements will be coordinated to ensure a seamless transition with the adjacent work to be completed under the Center City Connector III Project.

Thank you,
Miira
[Quoted text hidden]

MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: City of Holyoke **(and d/b/a):**	**DEPARTMENT NAME:** Massachusetts Department of Transportation **MMARS Department Code:** DOT
Legal Address: (W-9, W-4,T&C): 536 DWIGHT ST HOLYOKE,MA,01040	**Business Mailing Address:** 10 Park Plaza, Room 7210, Boston, MA 02116
Contract Manager: Mira Gates	**Billing Address (if different):**
E-Mail:gatesm@holyoke.org	**Contract Manager:** Lyris Liautaud, P.E.
Phone: **Fax:**	**E-Mail:** lyris.liautaud@dot.state.ma.us
Contractor Vendor Code: VC6000192102	**Phone:** **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD 001. **(Note: The Address Id Must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT DOT 6433 INTF 00X0 2026 A0 132740 **RFR/Procurement or Other ID Number:** CH383Acts2020

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget)
_X_ **Other Procurement Exception:** (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date** *Prior* to Amendment: , 20 .
Enter **Amendment Amount:** $. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception:** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding __X__ **MassDOT TERMS AND CONDITIONS** ___ MassDOT IT TERMS AND CONDITIONS

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $285,631.88

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **This Agreement (Number 132740) is between MassDOT and the City of Holyoke which is participating in the Complete Streets Tier 3 Construction Agreement (Tier 3).**

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN
Does the Supplier Diversity Program apply?
____ Yes **If YES, the Contractor's annual SDP commitment for this Contract is** _____
_X_ No **If NO, enter the appropriate exemption:** Procurement not subject to 801 CMR 21.00

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 12/31 , 20 27 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

City of Holyoke, Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

City Hall Stained Glass Windows Grant - Mass Historic

Miira Gates <gatesm@holyoke.org> Mon, Oct 20, 2025 at 2:17 PM
To: Tanya Wdowiak <wdowiakt@holyoke.org>
Cc: Matthew Sokop <sokopm@holyoke.org>, Victoria Houle <houlev@holyoke.org>

Good afternoon Tanya,

Holyoke was awarded $65,000 through the Mass Preservation Project Fund Round 31 (MHC) for rehabilitating the City Hall Stained Glass Windows. There is no match for this grant. Please find attached the signed contract. We would like to include this grant on the next council agenda.

Thank you,
Miira

--
Miira Gates (she/her)
Stormwater Coordinator and Grantwriter
City of Holyoke
63 N Canal St
Holyoke, MA 01040
C: (413) 588-6897

MPPF Contract - signed by mayor.pdf
16354K

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION

Contractor Legal Name
City of Holyoke

d/b/a

Legal Address
As entered on Form W-9 or Form W-4
536 Dwight Street, Holyoke, Ma 01040

Contract Manager Name
Matt Sokop, City Engineer

Phone: 413 463-0626 | **Fax**:

Email: sokopm@holyoke.org

Vendor Code: VC 6000192102

Vendor Code Address ID
e.g. "AD001". AD

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department: Massachusetts Historical Commission | **MMARS Code**: SEC/MHC

Contract Manager Name
Paul A. Holtz, Historical Architect

Business Mailing Address
State Archives Building, 220 Morrissey Blvd., Boston, MA 02125

Billing Address If Different

Phone: 617-727-8470 | **Fax**: 617-727-5128

Email: paul.holtz@sec.state.ma.us

MMARS Doc ID(s)

RFR/Procurement or Other ID Number

○ NEW CONTRACT

Procurement or Exception Type (Check one option only)

- ☐ Statewide Contract (OSD or an OSD-designated department.)
- ☐ Collective Purchase (Attach OSD approval, scope, and budget.)
- ☑ Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)
- ☐ Emergency Contract (Attach justification for emergency, scope, and budget.)
- ☐ Contract Employee (Attach Employee Status Form, scope, and budget.)
- ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)
- ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

○ CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment:

Amendment Amount Or Enter "No Change":

Amendment Type
Check one option only. Attach details of amendment changes.

- ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.)
- ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)
- ☐ Contract Employee (Attach any updates to scope or budget.)
- ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.
Check ONE option:

◉ Commonwealth Terms and Conditions ○ Commonwealth Terms and Conditions for Human and Social Services ○ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

○ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

◉ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): $65,000.00

MMARS Doc ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: 10 days % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☐ Agree to standard 45-day cycle ☐ Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

Holyoke City Hall, MPPF - Development Grant (RD 31, FY'26). This grant was awarded to assist with Phase 5 stained glass window conservation. See Attachment A.

PH 10/14/25

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

◯ YES If YES, the Contractor's annual SDP commitment for this Contract is

◉ NO If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

◉ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

◯ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

◯ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of June 30 , 20 26 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		AUTHORIZING SIGNATURE FOR THE DEPARTMENT Signature and date must be captured at time of signature.	
Signature	Date: 10/16/2025	Signature	Date
Print Name: Joshua Garcia	Print Title: Mayor	Print Name: John Rosenberry	Print Title: Legislative Director

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

Individuals: Individuals have two options to verify signature authorization:

1. Official Sample of Signature. Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, OR
2. Notarization. In the alternative, the Bidder can have their signature notarized in the space below.

Corporations. Corporations have two options to verify signature authorization.

1. Authorization and Clerk Certification: The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) AND that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (NOTE: Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); OR
2. Authorization and Official Sample of Signature or Notarization (Complete both "a." and "b." below)

a. Authorization. The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation, AND:

b. Official Sample of Signature or Notarization. (Select one option)

- Official Sample of Signature. Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature, OR
- Notarization. Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. Authorization. Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity, AND
2. Official Sample of Signature or Notarization: (Select one option)

a. Official Sample of Signature. Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; OR

b. Notarization. Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME:

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, Kelly Lundgren as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder, and the individual's identity was verified, on this date: Oct. 16, 2025. My commission expires on: June 30, 2028

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: _____, 20 _____.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

Kelly Lundgren
My Commission Expires 06/30/2028
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

ATTACHMENT A

SCOPE OF SERVICES AND
ADDITIONAL TERMS AND CONDITIONS FOR

Holyoke City Hall
536 Dwight Street
Holyoke, Massachusetts 01040

Purpose:

The Holyoke City Hall stained glass windows were all designed and manufactured by Samuel West of the Ecclesiastical Stained Glass Works, Boston, MA, in ca. 1876 and were originally installed when City Hall was built. Samuel West, who rose to prominence in the mid-1800s—most notably exhibiting at the 1876 Centennial Exposition in Philadelphia—is known for his technique of placing shards of colored glass between sheets of clear window glass, creating uniquely striking color movements through sunlight. Built in 1871 in the Victorian Gothic/Gothic Revival/Romanesque Revival style, Holyoke City Hall was individually listed in the National Register of Historic Places in December 1975 and is a contributing resource to the North High Street National Register District established in December 1992.

There are thirteen stained glass windows in total. In the main auditorium, there are ten windows. Six are figural, representing various aspects of Holyoke's history, identity, and economy of the period in thematic compositions of agriculture, water power, music, arts, industry, and commerce. The other four along with two small lunettes above large windows in stairwells located in the hallway in back of the auditorium are decorative and feature patterns derived from the work of Christopher Dresser, an influential English pattern designer in the mid-1800s. A final composition called the "Liberty Window" is located in the hallway in front of the auditorium and emphasizes the connection between the local municipality and the nation. The thirteen windows feature grisaille, silver stain, and enamel glass paint. All the windows were produced using antique glass, the most common type of glass found in nineteenth-century European painted stained glass windows.

In 2011, the City of Holyoke hired stained glass window consultant Julie L. Sloan, LLC to complete a comprehensive analysis of the conditions of the stained glass windows at City Hall. Examination of the windows revealed that all of the windows were in poor condition. Water seepage and damage to the sills was noted, as well as the effects from poor quality restoration efforts in previous years. In their current deteriorated condition, high winds put the historic stained glass in serious jeopardy. The City of Holyoke received MPPF Round 19 funding contributing toward the first phase of stained glass window conservation addressing the complete repair of Window #8 and #10, the most deteriorated windows, including a protective exterior storm window covering, as well as the removal and crating of Window #9, #11, and #12.

ATTACHMENT A - CONTINUED

A second, third, and fourth phase of stained glass window conservation addressed Window #9 and #11 in Round 25, Window's #3 and #12 in Round 26, and Window's #2 and #4 in Round 28.

Description of Work:

The current proposed scope of grant-assisted work includes: 1) **Stained Glass Conservation Window #1 and #5; 2) Repair/Replacement of Wood Sash and Frames Window #1 and #5; 3) Protective Glazing Installation; and 4) Additional stained glass work on Window #13 (bid alternate 1) and lunette windows #6 and #7 (bid alternate 2).**

1) **Stained Glass Conservation:** *(addressing windows #1 and #5)* Set up staging with interior shrouding and protection of windows/surrounding area as necessary, for removal, reinstallation, and all other necessary site work; remove windows; fasten/secure a sheet of tinted polycarbonate over each window opening as temporary protection; meet with Owner and/or Consultant and MHC at the Studio after removal of each window to determine and/or verify the extent of restoration and review materials submittals; document the restoration of each window through rubbings, photographs, and day-books before, during, and after restoration; carefully disassemble windows removing all old putty from glass; clean all glass; consolidate/preserve existing paint on stained glass; replace all missing areas of glass and paint; rejoin broken glass using either copper foil, silicone, or epoxy materials; complete re-leading and waterproofing of each window; repair/repainting of structural reinforcement, retaining original bars if possible and replacing with steel bars where necessary; for vented sections, remove and repair stained glass; prep and repaint metal vent sashes with corrosion-inhibiting paint; remove any bronze hardware before painting; re-glaze repaired/new wood sash and repaired vents with restored stained glass; reinstall vented sashes; reinstall or replace any missing hardware/fasteners; lubricate hinges/latches and wire latches shut (vents are not to be operable).

2) **Repair/Replacement of Wood Sashes and Frames:** *(addressing window #1 and #5)* After removal of stained glass, epoxy repair of window sash, trim, and frames as required; in-kind replacement of severely weathered and deteriorated wooden window elements; replacement of missing or damaged interior stops with wood that matches the existing in species, profile, and dimension; for windows #1 and #5, provide new double-light fixed sashes with a simulated meeting rail to replace existing double-hung sashes, using specified wood, matching the original sashes in section, and mortise and tenon joints; and for both repaired and new: install upper and lower sash as one fixed sash where bottom sash had been located within frame; provide 1" diameter holes with screens in top and bottom rails for ventilation between stained glass sash unit and protective glazing; prime and paint with two finish coats interior and exterior sash.

3) **Protective Glazing Installation:** *(addressing window #1 and #5)* After full cleaning of newly installed windows, install new double-light fixed sashes using specified wood and 3/8" thick clear laminated glass where upper sash had been located within frame; there will be a simulated meeting rail to match that in the stained glass sashes; sash will be single light; for all, prime and paint with two finish coats on interior and exterior of sashes; set protective glazing in putty, pressing firmly into back bed and apply putty bevel to perimeter; prime and paint with two finish coats, after bevels allowed to set.

4) **Additional stained glass work on Window 13 (bid alternate 1):**
Referred to as the "Liberty Window", Window 13 work includes upper lancet sections as well as the quatrefoil. If the available budget allows, this window will be fully conserved consistent with the other windows.

5) **Additional stained glass work on Lunette Windows #6 and #7 (bid alternate 2):**
Located on the south side of the building outside the auditorium in stairwells, this work would also include adding protective glazing.

Per the Plans, Specifications, and Special Conditions described as and incorporated by reference:

The following RFP, dated July 24, 2025, issued by the City of Holyoke, including technical specifications by Julie L. Sloan, LLC, 3003 Wilmington Road, Lake Placid, NY 12946, refers to Contract Document MPPF# 4436, Document No. 01, Contract Date: *see Effective Date*:

Bid Documents
City Hall Stained Glass Window Restoration Project Phase V

City of Holyoke
Massachusetts
Joshua Garcia, Mayor

SECTION 08 80 20 Stained Glass Restoration **28 pages**

ATTACHMENT A - CONTINUED

The following Plans and Photos (included in the RFP and dated July 24, 2025), by Julie L. Sloan, LLC, 3003 Wilmington Road, Lake Placid, NY 12946, refers to Contract Document MPPF #4436, Document No. 01, Contract Date: *see Effective Date*:

List of Contract Drawings:

Drawing Number	Drawing Location
A-1	Section 088020 - 29
A-2	Section 088020 - 30

Window Photos	Photo Location
Window 1	Section 088020 - 31
Window 5	Section 088020 - 32
Window 13	Section 088020 - 33
Window 6	Section 088020 - 34
Window 7	Section 088020 – 35
Insurance Values	Section 088020 – 36

Special Conditions:

1) **Documentation of Contractor Employment Statistics:** The grant recipient is required to compile total hours worked (general contractor plus sub-contractors, combined) including construction management (foreman) and excluding architect's hours. This total number of hours should be reported in the *"Project Completion Report, Section V, Documentation of Job Creation Statistics & Other Special Conditions"* as described in the guidelines attached hereto as "Attachment C."

Hereafter the Contractor (grant recipient) shall be referred to as the "Grantee."

The Department (Massachusetts Historical Commission) and the Grantee also agree to the following terms:

1. Standards of Work: The Grantee agrees that the performance of work and services under this Agreement shall conform to high professional standards in accordance with the Secretary of the Interior's Standards for Archaeology and for the Treatment of Historic Properties.

2. Preservation Restriction: The Grantee agrees to execute and record a Preservation Restriction for the subject property in a form satisfactory to the Commission. This will provide for the maintenance and administration of the Property and, where applicable, shall include a public

benefit clause, including public access, or other special provisions. The Grantee will record the preservation restriction and provide the Massachusetts Historical Commission with a copy of the fully executed and duly recorded restriction. The Grantees shall hold the Massachusetts Historical Commission harmless of any and all legal costs related to the execution and recording of the Preservation Restriction . In instances where the Grantee does not have clear title to the property, the Grantee shall cause the Preservation Restriction to be executed by any and all persons having or claiming to have an interest therein. The Grantee understands that the Preservation Restriction shall run with the land and is intended to be binding upon all future owners for the term of the Restriction, and is a condition of the transfer of any Massachusetts Preservation Project Fund grant award.

3. Acknowledgment of Commonwealth Assistance: The Grantee shall post a sign made to MHC specifications for size, material and color on the Property in a conspicuous location, approved by the Massachusetts Historical Commission, acknowledging funding assistance in a form as follows:

> **This Property, which is listed on the State Register of Historic Places, has received a matching grant from the Massachusetts Preservation Projects Fund through the Massachusetts Historical Commission, Secretary of the Commonwealth, William Francis Galvin, Chairman.**

The sign shall remain in place from the commencement of work on the project until the final payment on the project to the Grantee from the Commission. In addition, any publications, exhibits, public announcements, news releases, or presentations related to the Project shall acknowledge state assistance as follows:

> **This Project has been funded with the assistance of matching funds from the Massachusetts Historical Commission, a division of the Office of the Secretary of the Commonwealth, William Francis Galvin, Secretary.**

4. Notification: The Grantees agrees to promptly notify the Massachusetts Historical Commission should the following conditions become known:

> a) Problems, delays or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of attained work;
>
> b) The need for adjustment to the approved budget.

5. Notice: Persons to receive any notice as specified in section 4 shall be the Project Manager, Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125,

and the Chair, Board of Selectmen, Mayor, Town Manager, Executive Director, etc. (whichever applies) of the Grantee.

6. Preservation Consultant: The Grantee shall retain one or more preservation consultants whose professional qualifications have been approved by the Commission prior to the commencement of work on the Project. The Recipient shall enter into a contract with the preservation consultant whereby the consultant shall be responsible for preparing the project documentation, monitoring work during the project, and certifying work during and at the completion of the project.

7. Project Completion Report: The Grantee shall submit to the Commission a Project Completion Report ("the Report") within thirty (30) days of the last day of the Performance Period. The Report shall be in accordance with the "Completion Report" guidelines attached hereto as "Attachment C."

8. Independent Contractor: Grantee is an independent contractor and not an employee or agent of Department. The Grantee shall be as fully responsible to the Massachusetts Historical Commission for the acts and omissions of its subcontractor, including the preservation consultant, and/or persons directly employed by them as it is for acts and omissions of persons directly employed by it. Department shall not be obligated under any contract, subcontract or commitment made by Grantee.

ATTACHMENT B
APPROVED EXPENDITURES FOR

Holyoke City Hall
536 Dwight Street
Holyoke, Massachusetts 01040

SUMMARY OF FUNDING SOURCES

State Share:	$65,000
Grantee Share:	$65,000
TOTAL PROJECT COST	$130,000

OVERALL PROJECT COST

Div. 8 – DOORS AND WINDOWS (Window #1 included) (Window #5 included)	$150,000

Alternates:

Add Alternate 1 - Conservation of Window #13 (upper lancets & quatrefoil)	$40,000
Add Alternate 2 - Conservation of Lancet Windows #6, #7	$40,000

OVERALL PROJECT COST ESTIMATE *Some MPPF projects are a component of a larger Overall Project with cost estimates that exceed the MPPF Project Cost.*	$230,000

Payment Schedule:
In accordance with this Agreement, the Commission will pay to the Grantee funding in the amount of SIXTY-FIVE THOUSAND dollars ($65,000.00). Disbursement of funds may be in two payments of THIRTY- TWO THOUSAND FIVE HUNDRED dollars ($32,500.00) each.

The first matching payment of THIRTY-TWO THOUSAND FIVE HUNDRED dollars ($32,500.00) may be requested after SIXTY-FIVE THOUSAND dollars (65,000.00) of allowable costs have been incurred with invoices and canceled checks documenting that the Grantee has paid for the incurred allowable costs.

The final payment of THIRTY-TWO THOUSAND FIVE HUNDRED dollars ($32,500.00) may be requested after a total of ONE HUNDRED and THIRTY THOUSAND dollars ($130,000.00) of allowable costs have been incurred with invoices documenting the incurred allowable costs and the Project has been completed in accordance with the provision of Attachment A – Scope of Services, Attachment B – Approved Expenditures, and Attachment C – Project Completion Report.

Both payments require Commission approval.

No matching funds will be released unless procurement documents are received and on file at the MHC.

ATTACHMENT C

PROJECT COMPLETION REPORT

In order to warrant a project complete for release of final payment, the Massachusetts Historical Commission requires a Project Completion Report and documentation of cost expenditures. The report and documentation should be submitted as one (1) original with original photos and one (1) photocopy of the report or preferably, one report printed from a color printer.

The "closing out" of some grants has been delayed because reports and financial documentation have been inadequate resulting in delay of final payment. This section is intended to clarify project completion requirements. Please read it carefully and contact a member of the grants staff if you have any questions.

Please be familiar with your contractual requirements pertaining to project period, scope of work, approved budget, plans and specifications, any special conditions. Please use the following Completion Report format found within the Local Project Coordinators' Manual (an electronic version of the formatting example is available; please contact your grants project manager):

Cover Sheet:

Completion Report Summary or Title Page:

Section I: Comparative Budget and Financial Documentation

A line-by-line comparison of the projected versus actual must be included using the form from the LPC Manual. Please describe any major line item differences by comparing projected costs (as shown in the contract) to actual costs (completed work).

The actual project cost must be supported by adequate financial documentation. This generally consists of photocopies of signed and certified itemized invoices or requisitions along with copies of related cancelled checks (both sides of the check) or bank statements.

Municipalities may submit city or town warrants in lieu of cancelled checks. Invoices must be sufficiently detailed to verify applicability to this project. Similarly, cancelled checks must be labeled to demonstrate their relationship to the invoice.

A neatly organized summary of these actual expenditures keyed to the line items shown on the approved project budget is a good way to present this information.

Remember that work accomplished and paid for outside the project scope and budget shown in your contract is not eligible for matching funds.

Any changes in the approved work items, cost projections or time schedule must be adequately explained with evidence of prior MHC approval noted and described for such changes (please see section on Changes to Approved Projects in the LPC Manual).

Section II: Public Benefit Statement

Please use MHC form.

Section III: Job Creation Statistics & Other Special Conditions

Compile the total hours worked (general contractor plus sub-contractors, combined), including construction management and administration, but excluding architect's hours.

If the work included other Special Conditions, describe what they were and how they were achieved. Special Conditions can be found in Attachment A of your MHC contract.

Section IV: Narrative Description of the Project Work and Photos

a. **Introduction:** Give a brief history of the Property.

b. **Use of Property:** Explain how the Property has been used, both before and after the grant work.

c. **Project Description:** It is preferable to provide a clear, detailed description of each of the major work items performed as listed in the project budget. The description may be a couple of paragraphs for simple activities with more complex work requiring a page or more.

   Note conditions before, during, and at completion by the work and budget categories. Include, if applicable, information on test results or special research studies such as paint, mortar, masonry cleaning or other materials analyses, or archaeology work. Please comment on products and materials, and the performance of the contractors, consultants, and architect/engineer. You should explain any problems, delays, adverse conditions or favorable developments. Also, please describe any concurrent work outside the scope of the MHC-funded project.

d. **Photographs:** A representative selection of before, during and after photos (preferably from the same orientation) as well as a photo of the installed project sign are required. High quality digital images should be 300 dpi or higher and at least 800x600 pixels. Color images can be printed onto high-quality photo paper or made into 4" x 6" prints and inserted into plastic photo sleeves. Either way, the photos should be numbered, have captions, and <u>keyed into the text of the report wherever possible</u>. For archival purposes, digital images should be printed using the same manufacturer of printer, paper,

and inks. Images can also be incorporated into the text. With this option, the narrative can be printed using a color printer and standard paper, however, a set of actual 4" x 6" prints, in plastic sleeves, of the embedded images will also be required with the original copy of the report.

Along with the photos identified above, submit two 8" x 10" facade views, from different angles, for the completed project and a flash drive or cd (non-generic cd, in a jewel case) containing the images used in the report. The second copy of the report may be a high-quality photocopy of the original report and photos or preferably, a print out from a color printer. Please contact your MHC project manager if you have any questions regarding the photographic requirement. Photos submitted with the original application may be reused as part of the Completion Report.

Section V: MHC Site Visit Comments

These will be added by MHC staff.

Appendices:

Required:

a. **Project Supervisor Certification:** Submit written certification on the firms' letterhead, signed by the approved preservation professional who supervised project work. The certification must include the following statement: **"The project was accomplished according to the plans and specifications approved by the Commission as described in the project contract and met the Secretary of Interior's *Standards for the Treatment of Historic Properties (with Guidelines for the Treatment of Cultural Landscapes."*)**

b. **List of Project Participants:** Submit a list of design professionals, (i.e. architects, engineers, and consultants), and contractors, (both general and sub-contractors), who were involved in this project. Include firm and contact names, addresses, telephone and fax numbers, e-mail addresses, and websites indicating their responsibility for the project work.

c. **MHC Inventory Form:** Complete the MHC Inventory Form B – Building (if applicable). Project involving monuments, archaeological or cultural landscapes should consult with MHC staff to obtain the appropriate form. Electronic versions of the inventory forms are available for download from the MHC website. Please contact your MHC project manager for a copy of the instructions. The photograph requirement for this form is a 3-1/2" x 5" or 4" x 6" color (digital image printed in the archival format) photo of the property (after work has been completed). **If an up-to-date Inventory Form is not currently on file at the MHC, it must be updated and submitted with the Completion Report.**

d. **Preservation Restriction:** Submit a copy of the recorded Preservation Restriction, showing the registry stamped book and page number.

Optional:

e. **Paint or Mortar Analysis:** Submit a copy of the historic paint analysis, and/or the mortar analysis, if they were required by your MHC contract. Mortar analysis should include mortar recipe(s). The copy of the Completion Report containing the original photographs should also include an original copy of the historic paint analysis, with color photos and paint chips.

f. **Product Submittal Information:** Submit copies of product literature for specialized products used in this project.

g. **Miscellaneous:** You may submit added information, such as newspaper clippings about the project, or copies of meeting minutes, etc.

Mayor Joshua Garcia

City of Holyoke

Conservation Commission

Yoni Glogower, Director of Conservation & Sustainability

October 30th, 2025

Tessa Murphy-Romboletti
City Council President
Holyoke City Hall
536 Dwight St, Room 10
Holyoke, MA 01040

Re: Parkland Acquisitions and Renovations for Communities Grant Award - Scott Tower

Dear President Murphy-Romboletti and members of the City Council,

The City of Holyoke was recently awarded a $425,000 Parkland Acquisitions and Renovations for Communities (PARC) Grant from the Executive Office of Energy and Environmental Affairs (EOEEA) for the complete restoration of Scott Tower in Anniversary Hill Park.

The project will consist of a series of major improvements to Scott Tower and landscaping in the immediate vicinity. The entire tower base and ascending steps, now filled with invasive vegetation, will be capped with modular block pavers, quality cement pavement, and a field stone facade on the outer retaining wall to allow for better accessibility and lower maintenance. The decaying stone steps will be fully replaced with an aluminum spiral staircase to reach the arcade parapet and fourth landing, and fieldstone wall masonry will be repointed and remortared as necessary across the entire structure. The Office of Conservation and Sustainability will work closely with the Parks & Recreation Department and City Engineer on all phases of bidding, final project site plans, and construction oversight.

Similar to the LWCF grants that were awarded for prior phases of the Anniversary Hill Park revitalization effort, one of the requirements of PARC grant projects is a vote by City Council that authorizes appropriation of the total project costs, as it operates on an upfront payment basis with reimbursement provided upon completion of project deliverables. The language for this resolution is provided to the Council as a separate item for review and adoption.

The Office of Conservation and Sustainability respectfully requests your acceptance of $425,000 to fund this historic park restoration project. The grant will fund the project over the course of two fiscal years, with final design, construction documents completed in FY26 and construction in FY27. The total project is estimated to cost $700,500. There is $100,000 previously approved in CPA funding for this project unspent from FY23, and an application is being submitted in the current FY26 CPA round for the remaining $170,505 that remains needed. A signed grant agreement is attached, along with an award letter that outlines the project scope and timeline.

Sincerely,

Yoni Glogower
Director, Office of Conservation and Sustainability

CITY HALL ANNEX – 20 KOREAN VETERANS PLAZA - SUITE 412 – HOLYOKE, MASSACHUSETTS 01040-5000
PHONE: (413) 322-5615 • E-MAIL: glogowery@holyoke.org

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION

Contractor Legal Name
City of Holyoke

d/b/a

Legal Address
As entered on Form W-9 or Form W-4
536 Dwight Street, Holyoke, MA 01040

Contract Manager Name
Yoni Glogower

Phone
(413) 322-5615

Fax

Email
glogowery@holyoke.org

Vendor Code
VC6000192102

Vendor Code Address ID
e.g. "AD001". AD001

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department
Exec. Off. of Energy and Environmental Affairs

MMARS Code
ENV

Contract Manager Name
Melissa Cryan

Business Mailing Address
100 Cambridge Street, 10th Floor, Boston, MA 02114

Billing Address If Different

Phone
(857) 274-7173

Fax

Email
melissa.cryan@mass.gov

MMARS Doc ID(s)

RFR/Procurement or Other ID Number
BID ENV 26 DCS 02

☑ NEW CONTRACT

Procurement or Exception Type (Check one option only)

☐ **Statewide Contract**
(OSD or an OSD-designated department.)

☐ **Collective Purchase**
(Attach OSD approval, scope, and budget.)

☑ **Department Procurement** - Includes all Grants 815 CMR 2.00.
(Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)

☐ **Emergency Contract**
(Attach justification for emergency, scope, and budget.)

☐ **Contract Employee**
(Attach Employee Status Form, scope, and budget.)

☐ **Interim Contract with new Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Other Procurement Exception**
(Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

○ CONTRACT AMENDMENT

Current Contract End Date
PRIOR to Amendment

Amendment Amount
Or Enter "No Change"

Amendment Type
Check one option only. Attach details of amendment changes.

☐ **Amendment to Date, Scope, or Budget**
(Attach updated scope and budget.)

☐ **Interim Contract with Current Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Contract Employee**
(Attach any updates to scope or budget.)

☐ **Other Procurement Exception**
(Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.
Check ONE option:

☑ Commonwealth Terms and Conditions ○ Commonwealth Terms and Conditions for Human and Social Services ○ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

○ **Rate Contract (No Maximum Obligation).** (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☑ **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended): $425,000

MMARS Doc ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: 10 days % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☑ Agree to standard 45-day cycle ☐ Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.
Attach all supporting documentation and justifications.
Anniversary Hill Park Revitalization: Phase II, PARC #16: The project is focused on the restoration of Scott Tower and adjacent landscaping, in accordance with the terms of the PARC Grant Program and application filed by the City of Holyoke, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

◯ YES If YES, the Contractor's annual SDP commitment for this Contract is

◯ NO If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

◉ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

◯ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

◯ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of June 30, 2027, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE ~~CONTRACTOR~~ DEPARTMENT Signature and date must be captured at time of signature.		AUTHORIZING SIGNATURE FOR THE ~~DEPARTMENT~~ CONTRACTOR Signature and date must be captured at time of signature.	
Signature	Date	Signature	Date 10/28/2025
Print Name	Print Title	Print Name Joshua A. Garcia	Print Title Mayor

ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

Anniversary Hill Park Revitalization: Phase II, PARC #16: The project is focused on the restoration of Scott Tower and adjacent landscaping, in accordance with the terms of the PARC Grant Program and application filed by the City of Holyoke, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}
Items identified below which are not part of the Contract should be left blank.
Attach as many additional copies of this format as necessary. Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY26 Design				$10,500
FY27 Construction				$414,500
				$
				$
				$
				$
SUBTOTAL (this page)				$425,000

MAXIMUM OBLIGATION	**$425,000**

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT GOVERNOR

Rebecca L. Tepper
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
http://www.mass.gov/eea

October 17, 2025

Yoni Glogower
City of Holyoke
20 Korean Veterans Plaza
Holyoke, MA 01040

Re: Anniversary Hill Park Revitalization: Phase II, PARC #16

Dear Mr. Glogower:

I am pleased to officially confirm that the Anniversary Hill Park Revitalization: Phase II project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to $425,000 in state Parkland Acquisitions and Renovations for Communities (PARC) grant assistance.

Project deadline is June 1, 2027

Be advised that the sum of $10,500 for design costs has been set-aside for encumbrance and expenditure in FY26. Please note that this figure is solely for expenditure in FY26. The remaining $414,500 for construction will be executed for encumbrance of funds in FY27, which begins July 1, 2026. All construction work must be completed and closed out by June 1, 2027. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend as demonstrated through the submission of invoices and canceled municipal checks for work performed during the contract period, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2027 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have an electronic copy of the certified vote in hand no later than December 31, 2025. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the

agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have **two copies signed** and mail them to me for signature by Rebecca Tepper, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than August 3, 2026.

3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract, as well as the city or town clerk. Those are the only two people that need to sign the document.
4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2026, and are expected to begin construction on that date. If you cannot, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2026.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by August 2, 2026.
3. The construction must be started on July 1, 2026 and closed out by June 1, 2027. If you do not begin construction on July 1, 2026, you must explain why and submit a schedule demonstrating how your project will meet the June 1, 2026 deadline.
4. Completion of outstanding Conservation Restrictions on parcels acquired with the use of Community Preservation Act funds. Applicants that have purchased real property interests for open space or recreational purposes using CPA funds must have all CRs required by Section 12 of Chapter 44B approved by the Secretary of EEA and recorded prior to receipt of project reimbursement from EEA. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity no later than December 31, 2026. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.
5. Completion of inspections of Land and Water Conservation Fund properties (list and inspection reports provided).

Legally Protected Recreation Land – Holyoke's Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short (around an hour), but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. It will be held on Wednesday, November 5, 2025 at 2:00 pm. Upon RSVPing to me at melissa.cryan@mass.gov, the login information will be provided.

Congratulations on your successful application to the PARC Grant Program!

Sincerely,

Melissa Cryan

Melissa Cryan
Grant Programs Supervisor

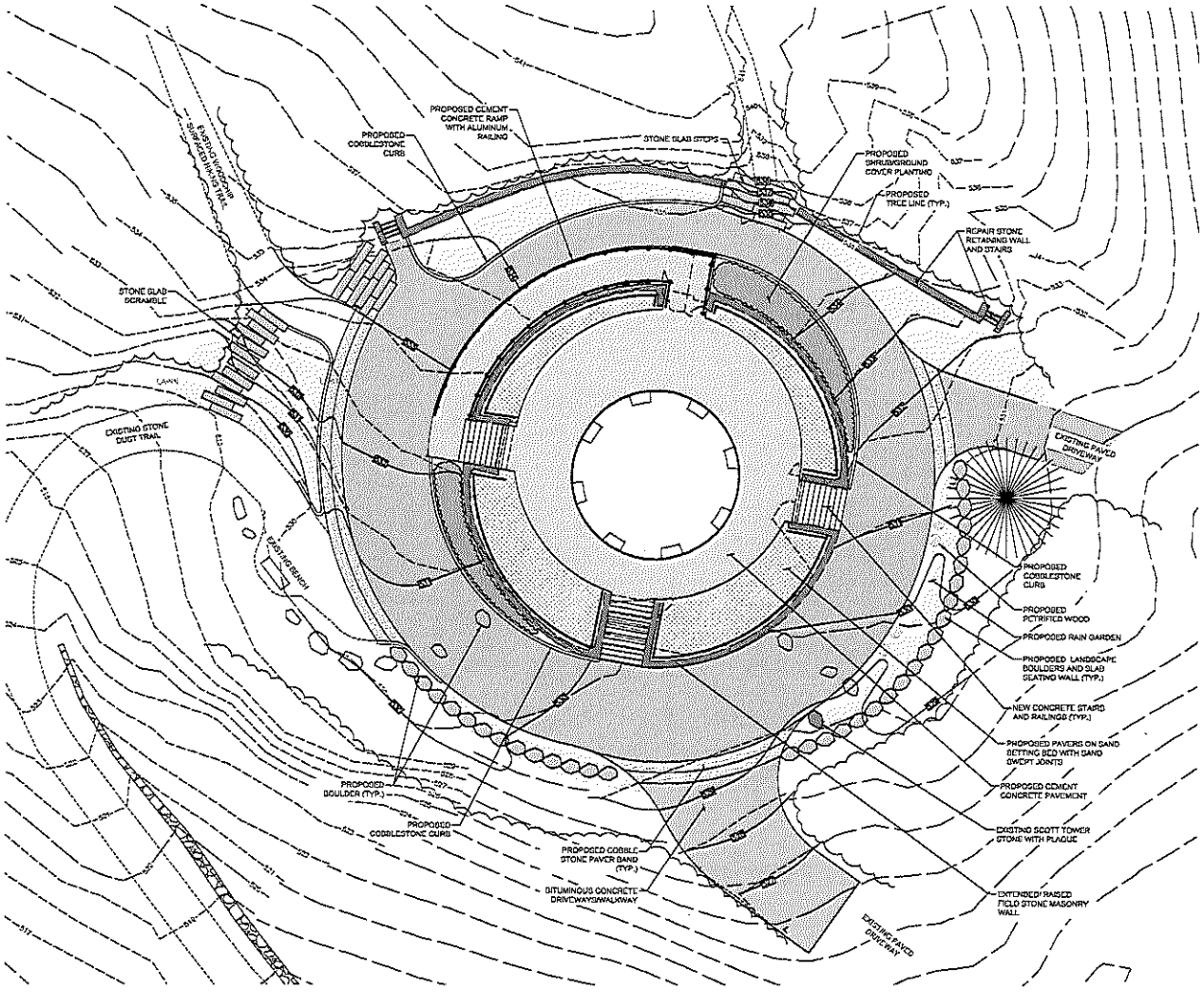
enc.

OPINION OF POTENTIAL PROJECT COSTS
BASED ON
"IMPROVEMENTS TO SCOTT TOWER- ANNIVERSAY HILL PARK- 50% CONSTRUCTION DRAWINGS"
PREPARED BY GZA GEOENVIRONMENTAL, JULY 2025

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TASK TOTAL
DESIGN - SUPPLEMENTARY DESIGN & AND PUBLIC BID PHASE SUPPORT					**$15,000**
ADVANCE DRAWINGS TO 100% CONSTRUCTION DOCUMENTS & AND PUBLIC BID PHASE SUPPORT	1	LS	$15,000	$15,000	
FISCAL YEAR 2026 TOTAL ESTIMATED COST =				**$15,000**	
CONSTRUCTION - MOBILIZATION / DEMOBILIZATION / ENG. LAYOUT					**$25,000**
MOBILIZATION / DEMOBILIZATION / ENG. LAYOUT / BOND	1	LS	$25,000	$25,000	
CONSTRUCTION - SITE & BUILDING PREPARATION & SITE DEMOLITION					**$53,616**
SEDIMENTATION & EROSION CONTROL	1	LS	$7,500	$7,500	
R&D PAVEMENT	2,500	SF	$2	$5,000	
TREE REMOVAL/HAZARD PRUNING	1	LS	$10,000	$10,000	
REMOVE & DISPOSE CONCRETE SPIRAL STAIRCASE	1	LS	$10,000	$10,000	
REMOVE GRAFFITI, CLEAN FIELD STONE	5,280	SF	$2.00	$10,560	
REMOVE & SAVE FIELD STONE ON WALL CAP AND STAIR FOR RE-USE, DISPOSE CONCRETE	1	LS	$5,000	$5,000	
REMOVE & DISPOSE VEGETATION & SOIL ON FIRST LEVEL	185	CY	$30	$5,556	
CONSTRUCTION - SITE IMPROVEMENTS (INCL. BASE MATERIALS & EARTHWORK)					**$77,540**
BIT. CONC. DRIVE/WALK	5,350	SF	$10.00	$53,500	
LANDSCAPE BOULDERS	30	EA	$150.00	$4,500	
COBBLESTONE CURB	318	LF	$30.00	$9,540	
STONE SLAB STEPS	1	LS	$10,000	$10,000	
CONSTRUCTION - TOWER BASE IMPROVEMENTS					**$195,885**
WALL EXTENSION (CONC. WALL WITH FIELDSTONE SURFACING)	250	LF	$115.00	$28,750	
MODULAR BLOCK PAVERS ON SAND SETTING BED	1,010	SF	$39.00	$39,390	
CEMENT CONCRETE PAVEMENT	1,633	SF	$15.00	$24,495	
CEMENT CONCRETE RAMP (INCLUDES FILL, CONCRETE PAVEMENT, RETAINING WALL)	425	SF	$55.00	$23,375	
FIELD STONE FACADE ON OUTER RAMP RETAINING WALL	75	SF	$125.00	$9,375	
CEMENT CONCRETE STAIRS	235	SF	$120.00	$28,200	
ALUMINUM GUARD/HAND RAILS ALONG WALL AND RAMP	378	LF	$100.00	$37,800	
ELECTRICAL CONDUIT	60	LF	$75.00	$4,500	
CONSTRUCTION - BUILDING IMPROVEMENTS					**$167,000**
FURNISH AND INSTALL ALUM. SPIRAL STAIRCASE	1	LS	$135,000	$135,000	
CONCRETE SLAB REPAIR	1	LS	$12,000	$12,000	
REPOINT, REMORTAR FIELDSTONE WALL MASONRY	1	LS	$20,000	$20,000	
CONSTRUCTION - LANDSCAPE WORK					**$15,000**
LANDSCAPING / SITE RESTORATION ALLOWANCE	1	LS	$15,000	$15,000	
SUB-TOTAL=				**$534,041**	
CONSTRUCTION CONTINGENCY (25%±)=				**$133,509**	
BID PHASE & CONSTRUCTON PHASE DESIGNER SERVICES=				**$18,000**	
FISCAL YEAR 2027 TOTAL ESTIMATED PROJECT COSTS =				**$685,550**	
ESTIMATED TOTAL PROJECT COSTS (FY 26 & FY 27) =				**$700,550**	

Notes:

1. Quantities were based on Draft Design Plans for 50% Construction Drawing for Improvements to Scott Tower - Anniversary Hill Park, Holyoke, MA prepared by GZA, Inc. for the City of Holyoke, July 2025
2. Construction costs include labor at prevailing wage rates, overhead, & profit.
3. Construction costs include necessary erosion & sedimentation controls, site preparation and demolition, furnishing and installation of site features, earthwork, and site restoration.
4. GZA's Opinion of Probable Project Costs is subject to the assumptions and limitations stated in our correspondence accompanying this cost opinion.



N

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING EDGE OF PAVEMENT
- EXISTING CURB
- EXISTING RETAINING WALL
- EXISTING BUILDING/STRUCTURE
- EXISTING TREE
- PROPOSED TREE LINE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CURB
- PROPOSED FENCE/RAILING

PRELIMINARY

NOT FOR CONSTRUCTION

0 5' 10' 20' 30'

SCALE IN FULL 1" = 10'

NO.	ISSUE/DESCRIPTION	BY	DATE

UNLESS OTHERWISE STATED IN WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. GZA'S INC. INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION INDICATED ON THE DRAWING. THE DRAWING SHALL NOT BE DISTRIBUTED, REPRODUCED, COPIED OR TRANSMITTED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR FOR ANY OTHER PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY UNAUTHORIZED USE, DISTRIBUTION OR REPRODUCTION OF THIS DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

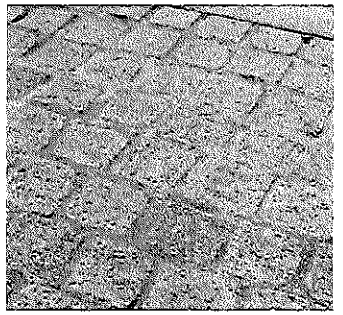
IMPROVEMENTS TO SCOTT TOWER
ANNIVERSARY HILL PARK
HOLYOKE, MA

OVERALL SITE IMPROVEMENTS PLAN

PREPARED BY	GZA GeoEnvironmental, Inc. www.gza.com
PREPARED FOR	CITY OF HOLYOKE DEPARTMENT OF CONSERVATION AND SUSTAINABILITY
PROJECT MGR. AND	REVIEWED BY: NUN
DESIGNED BY: AND	DRAWN BY: HDW
DATE: DRAFT	PROJECT NO. 15.0167405.00
CHECKED BY: TNG	SCALE: 1"=10'
	REVISION NO. -
	DRAWING C-1
	SHEET NO.

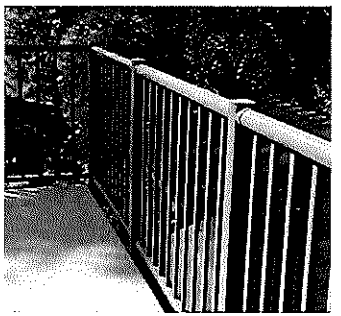
IMPROVEMENTS TO SCOTT TOWER FEATURING NEW CONCRETE STAIRS, RAILINGS, AND RESTORED FIELD STONE MASONRY WALLS

MATERIALS:



GRANITE PAVERS "SETTS"

ALUMINUM RAILING AT STAIRS



ALUMINUM RAILING

Prepared for the City of Holyoke
Prepared by GZA GeoEnivironmental, Inc.
Project Number 15.0167405.00

City of Holyoke,
Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Fwd: PARC grant award info

Yoni Glogower <glogowery@holyoke.org> Thu, Oct 30, 2025 at 3:20 PM
Cc: Tanya Wdowiak <wdowiakt@holyoke.org>

Hi Tanya, here is the packet for the PARC Grant, $425,000 No Match (although we need additional funds to complete the project as described in the letter).

Thanks so much,

Yoni
[Quoted text hidden]

2025 PARC Grant Packet for CC.pdf
3131K

City of Holyoke, Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

TIME SENSITIVE - Center City Connector 3 - MassDOT Construction Agreement

Victoria Houle <houlev@holyoke.org> Thu, Oct 16, 2025 at 9:42 AM
To: Joshua Garcia <garciaj@holyoke.org>, Lisa Ball <balll@holyoke.org>
Cc: Tanya Wdowiak <wdowiakt@holyoke.org>, Michael Gallagher <gallagherm@holyoke.org>, Matthew Sokop <sokopm@holyoke.org>, Miira Gates <gatesm@holyoke.org>

All -

I am attaching some forms which require signature within the next 7 days for the Center City Connector 3 Project (Cabot/Race St). The Agreement should also be added to the next upcoming Council Agenda for approval. In summary, the Agreement is stating that MassDOT will be responsible for paying all Construction Costs associated with the bid price received from the Contractor plus 10% and then if costs exceed that amount the City would be responsible for paying those costs.

The total project is estimated as $4,856,344.47 so the total MassDOT would pay is up to $5,341,978.91.

Action Items:

1. Mayor and Lisa Ball to sign New CASL - Document attached starts with "TO SIGN..."
2. Mayor to sign MassDOT Agreement - Documents attached starts with "TO SIGN..."
3. Bring Agreement to Council for Approval

Could someone please help me get hard copy signatures on the two forms and then email me a scan of the documents I can email back to MassDOT and then mail the originals to: Kedisha Goddard, MassDOT, Ten Park Plaza, Suite 4160, Boston, MA 02116.

Also, what is the earliest we can get this on Council's agenda for grant acceptance? I will work on a draft project summary for Tanya to use in the communication to Council.

Thank you and please note that I am including all documents sent by MassDOT as part of the communication although documents to sign have been renamed to start with "TO SIGN" so you can find them easier.

Thank you
Victoria

--
Victoria Houle, P.E.
Assistant City Engineer
City Hall Annex, Room 300
20 Korean Veterans Plaza
Holyoke, MA 01040
(c) 413-250-8739

6 attachments

MassDOT Electronic Signature Policy.pdf
140K

110% Calculation-Holyoke-Agr#132727.pdf
90K

110% Municipal Agreement-Cover Letter-Agr#-132727-Holyoke.pdf
362K

Contract Bid Estimate-Agr#132727-Holyoke.pdf
284K

TO SIGN_Mayor_Center City Agr#132727.pdf
1784K

City of Holyoke, Massachusetts

Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Fwd: Agr#132727-Holyoke-110% Municipal Agreement

Rezendes, Guy F. (DOT) <Guy.Rezendes@dot.state.ma.us> Thu, Oct 16, 2025 at 11:58 AM
To: Victoria Houle <houlev@holyoke.org>, "Goddard, Kedisha (DOT)" <Kedisha.Goddard@dot.state.ma.us>
Cc: "Limaye, Janhavi (DOT)" <Janhavi.B.Limaye@dot.state.ma.us>, Tanya Wdowiak <wdowiakt@holyoke.org>

- MassDOT is responsible for paying the contractor for all participating items up to the 110%
- "The City/Town is responsible for any and all design required for the Project, including construction phase services, in accordance with terms and provisions of the Project Eligibility Notification." is related to the fact that the City hired the consultant to design the project and therefore is/was responsible for the design services during construction. The construction will be paid for by MassDOT

Hope this helps.

Guy F. Rezendes, PE

MassDOT Highway

State Utilities Engineer

10 Park Plaza - Boston, MA 02116

Suite 7550 Office 7873

Cell: 617.981.3754

Guy.Rezendes@dot.state.ma.us

From: Victoria Houle <houlev@holyoke.org>
Sent: Thursday, October 16, 2025 11:44 AM
To: Goddard, Kedisha (DOT) <Kedisha.Goddard@dot.state.ma.us>
Cc: Limaye, Janhavi (DOT) <Janhavi.B.Limaye@dot.state.ma.us>; Rezendes, Guy F. (DOT) <Guy.Rezendes@dot.state.ma.us>; Tanya Wdowiak <wdowiakt@holyoke.org>
Subject: Fwd: Agr#132727-Holyoke-110% Municipal Agreement

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

MUNICIPAL PROJECT AGREEMENT
MUNICIPALLY-FUNDED DESIGN

Agreement By and Between
The Massachusetts Department of Transportation
And The
City/Town of Holyoke

Agreement Number 132727

Agreement made this ___ day of _____, 2025 by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, having its principal place of business in the State Transportation Building at 10 Park Plaza, Boston Massachusetts 02116 (hereinafter referred to as the "MassDOT") and the City/Town of Holyoke, (hereinafter referred to as the "City/Town").

WHEREAS, the City/Town desires MassDOT Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector) (hereinafter referred to as the "Project"), and where the said Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector) is under the jurisdiction of the City/Town of Holyoke, in the county of Hampden County, in said Commonwealth, and

WHEREAS, in accordance with Chapter 81 of the General Laws, MassDOT may at its discretion and subject to appropriation by the Legislature expend monies to improve and upgrade local roads under local jurisdiction, and

WHEREAS, the City/Town has procured the services of the consulting firm of Vanasse Hangen Brustlin, Incorporated for the Project, in accordance with the terms and provisions of the MassDOT Highway Division Project Eligibility Notification dated March 25, 2018 ("Project Eligibility Notification"), and the consulting firm has prepared a complete set of plans, specifications, and estimates for the Project in accordance with the terms and provisions of the Project Eligibility Notification, and

WHEREAS, MassDOT advertised and awarded the Project, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of the work necessary for the construction of the Project, including the expenses thereof,

NOW, THEREFORE, in consideration thereof, MassDOT and the City/Town hereby agree each with the other, as follows:

DIVISION OF WORK

MassDOT shall execute the construction contract and issue the Notice to Proceed upon the execution of this Municipal Project Agreement.

MassDOT shall provide construction oversight of the Project.

The City/Town is responsible for any and all design required for the Project, including construction phase services, in accordance with terms and provisions of the Project Eligibility Notification.

The City/Town is responsible for any and all maintenance of the facilities included in the Project, after completion of the Project.

DIVISION OF EXPENSE

MASSDOT FUNDED ("PARTICIPATING") WORK

MassDOT shall be responsible for the total participating contract bid price plus Project costs up to and including ten percent (10%) for additional work necessary to complete the original scope of the participating work (as shown on "Exhibit A, Contract Estimate" attached hereto).

MassDOT shall also be responsible for all construction costs that exceed the total participating contract bid price plus ten percent (10%) if the City/Town submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.

CITY/TOWN FUNDED ("NON-PARTICIPATING") WORK

The City/Town shall be responsible for all construction costs under two conditions:

1. When the construction costs for the contract scope exceed the total participating contract bid price by more than ten percent (10%), the City/Town shall be responsible for the amount over 110% of the total participating contract bid price unless the City/Town submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.

2. When the City/Town requests work that FHWA and/or MassDOT determine is unnecessary to complete the Project, the work shall be deemed "non-participating" and the City/Town shall pay the full cost of that work.

If the determination of "non-participating" was made before the construction Project was bid, the work is identified as "Non-Participating" in the bid documents and a separate "Non-Participating Agreement" executed by the City/Town and MassDOT.

Types of non-participating construction costs that may arise after the construction contract is executed includes, but is not limited, to the following:

1. Bid item overruns and additional work over 110% of the total participating contract bid price necessitated by design errors and omissions. (See "Project Scope – Extra Work/Reduction in Scope" below.)
2. Bid item overruns and additional work requested by the City/Town. (See "Project Scope – Extra Work/Reduction in Scope" below.)
3. Costs due to the design being out of compliance with MassDOT regulations and policies.
4. Additional traffic control assigned by MassDOT at the request of the City/Town.
5. Interest charges on late contractor payments, levied pursuant to M.G.L. c. 30, § 39G, when the payments are the responsibility of the City/Town.
6. Work necessitated by changed conditions, pursuant to M.G.L. c. 30, § 39N. (See "Project Scope – Additional Costs/Reduction in Scope" below.)

The City/Town shall be responsible for all maintenance costs upon completion of the Project.

MASSDOT NOTIFICATION TO CITY/TOWN

The MassDOT District office shall promptly provide written notification to the City/Town of the following:

1. Alleged design errors and omissions.
2. Contractor claims for "changed conditions" pursuant to M.G.L. c. 30, § 39N.

PROJECT SCOPE – ADDITIONAL COSTS/REDUCTION IN SCOPE

If a bid item overrun or underrun occurs or if extra work is proposed during construction then the MassDOT Resident Engineer shall provide the City/Town representative with the proposed Resident Engineer's Report of Change (Form CSD 683), and advise the representative of the impacts to the overall construction costs. MassDOT will not authorize any Extra Work until the City/Town representative signs Form CSD 683.

In the event that the City/Town is responsible for additional costs and additional funds are not obtainable by the City/Town, then the MassDOT Resident Engineer and the City/Town shall identify items of work that can be eliminated from the Project to bring the contract within available funding. Once the items to be eliminated have been identified by the MassDOT Resident Engineer and the City/Town, these shall be forwarded to the MassDOT Construction Engineer for concurrence by the Highway Division Administrator, or other MassDOT staff as necessary. No items shall be eliminated until such concurrence is obtained. For FHWA

oversight projects, additional concurrence shall be obtained from the FHWA Area Engineer. If items of work cannot be eliminated from the Project, the parties shall consider whether "Chapter 90" funds may be utilized for the Project.

PAYMENTS TO THE CONTRACTOR FOR CONSTRUCTION OVERRUNS

The payment process for work that is identified as "Non-Participating work" in the construction bid documents is set forth in the "Non-Participating Agreement" executed by and between the City/Town and MassDOT. If a Non-Participating Agreement exists and additional non-participating work is identified during construction, the payment for that work shall be added to the Non-Participating Agreement.

If the contract does not include a Non-Participating Agreement, and non-participating work is identified during construction, then the MassDOT Resident Engineer shall prepare and send to the City/Town a "zero estimate" and a "Town estimate," authorized by MassDOT for payment, and attach copies of all signed Resident Engineer's Reports of Change (Form CSD 683) to document the source of the costs. The Resident Engineer will also forward a printout of the Contract Quantity Estimate (CQE) for non-participating work to the City/Town, and the City/Town shall pay the Contractor directly. The Contractor shall not invoice the City/Town directly.

REVIEW OF PROJECT DOCUMENTS

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the City/Town which pertain to the performance of the provisions and requirements of this Agreement.

FINAL COMPLETION AND FUTURE MAINTENANCE

The City/Town's representative shall be made available to attend MassDOT's final inspection of the Project. When all punch list items identified as part of the final inspection are addressed to the satisfaction of MassDOT, MassDOT shall notify the City/Town in writing that the Project has been completed. Upon such date of notification, the City/Town shall be responsible thereafter for the maintenance of the facilities included in the Project. This obligation includes reasonable efforts to remove snow and ice to allow only temporary and isolated interruptions in accessibility, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., 28 CFR § 35.133, and 23 U.S.C. § 116 (Maintenance).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION

_____
CHIEF ENGINEER

CITY/TOWN OF HOLYOKE

_____
(Signature)

Joshua Garcia
(Name-Printed)

Mayor
(Title)

CITY/TOWN OF HOLYOKE CONTACT INFORMATION

(Payments that are the responsibility of the Municipality shall be mailed by MassDOT to the following municipal contact:)

Municipal Contact Name: Rory Casey, City Treasurer

Municipal Contact Mailing Address: 536 Dwight St

Holyoke, MA 01040

Project: 609065
Agreement: 132727
District: 2 **Project Manager:** Janhavi Limaye
Location: HOLYOKE
Description: Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

$4,856,344.47 X 10%=$485,634.44

$4,856,344.47 + $485,634.44= $5,341,978.91

Grand total= $5,341,978.91

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator

MassDOT
Massachusetts Department of Transportation
Highway Division

October 15, 2025

Agreement Number 132727 (110% Municipal Agreement)
Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

Matthew Sokop- City Engineer
63 North Canal Street
Holyoke, MA 01040

Dear Matthew Sokop:

Enclosed please find Agreement number 132727 between the Massachusetts Department of Transportation – Highway Division (MassDOT) and the Municipality of Holyoke relative to cost overruns and future maintenance for the above -mentioned project.

Please have the Agreement signed by an authorized signatory in addition to the Contractor Authorized Signatory Listing Form**. Please sign the agreement and the contractor form and return the entire package via email within 7 days to Kedisha.goddard@dot.state.ma.us**

The Department requires an original signature on each of the Contract Forms. The fully executed agreements will be dated after being signed by all parties. Please do not date page one of the agreement as it is not fully executed until signed by all parties.

If you have any questions or comments, please direct them to the MassDOT Project Manager, Janhavi Limaye Janhavi.Limaye@dot.state.ma.us

Sincerely,

Guy F. Rezendes, P.E.
State Utilities Engineer

Enclosures

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot

Contract Bid Estimate
By Breakouts Combined Minus NPTA

Project # : 609065
Contractor : MORAIS CONTRACTORS INC
District : 2
Location : HOLYOKE
Description : Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

Contract # : 132399
Project Manager JANHAVI LIMAYE

	Item #	Quantity	Unit	Item Description	Unit Price	Total
*	102.511	15.000	EA	TREE PROTECTION - ARMORING AND PRUNING	$300.00	$4,500.00
*	102.521	20.000	FT	TREE AND PLANT PROTECTION FENCE	$10.00	$200.00
*	102.55	16.000	HR	ARBORIST	$250.00	$4,000.00
	103.	5.000	EA	TREE REMOVED - DIAMETER UNDER 24 INCHES	$1,800.00	$9,000.00
	120.	1,810.000	CY	EARTH EXCAVATION	$45.00	$81,450.00
	121.	50.000	CY	CLASS A ROCK EXCAVATION	$0.01	$0.50
*	129.3	1,500.000	CY	OLD PAVEMENT EXCAVATION	$50.00	$75,000.00
*	129.5	450.000	FT	TRACK EXCAVATION	$20.00	$9,000.00
	141.1	270.000	CY	TEST PIT FOR EXPLORATION	$50.00	$13,500.00
	142.	220.000	CY	CLASS B TRENCH EXCAVATION	$50.00	$11,000.00
	144.	50.000	CY	CLASS B ROCK EXCAVATION	$0.01	$0.50
	146.	8.000	EA	DRAINAGE STRUCTURE REMOVED	$500.00	$4,000.00
	151.	2,800.000	CY	GRAVEL BORROW	$40.00	$112,000.00
	151.2	625.000	CY	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES	$40.00	$25,000.00
	156.	40.000	TON	CRUSHED STONE	$50.00	$2,000.00
	160.1	450.000	CY	CONTROLLED LOW-STRENGTH MATERIAL - MANUAL EXCAVATABLE (<= 100 PSI)	$110.00	$49,500.00
	170.	9,250.000	SY	FINE GRADING AND COMPACTING - SUBGRADE AREA	$5.00	$46,250.00
*	180.01	1.000	LS	ENVIRONMENTAL HEALTH AND SAFETY PROGRAM	$50,000.00	$50,000.00
*	180.02	50.000	HR	PERSONAL PROTECTION LEVEL C UPGRADE	$20.00	$1,000.00
*	180.03	100.000	HR	LICENSED SITE PROFESSIONAL SERVICES	$210.00	$21,000.00
*	181.11	1,100.000	TON	DISPOSAL OF UNREGULATED SOIL	$49.00	$53,900.00
*	181.12	950.000	TON	DISPOSAL OF REGULATED SOIL - IN-STATE FACILITY	$65.00	$61,750.00
*	181.13	950.000	TON	DISPOSAL OF REGULATED SOIL - OUT-OF-STATE FACILITY	$0.01	$9.50
*	181.14	200.000	TON	DISPOSAL OF HAZARDOUS WASTE	$0.01	$2.00
*	183.1	10,000.000	GAL	TREATMENT OF CONTAMINATED GROUNDWATER	$1.50	$15,000.00
*	183.2	500.000	LB	DISPOSAL OF GRANULAR ACTIVATED CARBON	$10.00	$5,000.00
*	184.1	60.000	TON	DISPOSAL OF TREATED WOOD PRODUCTS	$365.00	$21,900.00
	201.	20.000	EA	CATCH BASIN	$6,500.00	$130,000.00
*	201.3	3.000	EA	SPECIAL CATCH BASIN	$9,500.00	$28,500.00
	202.	20.000	EA	MANHOLE	$6,500.00	$130,000.00
*	203.5	1.000	EA	SPECIAL MANHOLE - 5 FOOT DIAMETER	$9,500.00	$9,500.00
	204.	5.000	EA	GUTTER INLET	$5,500.00	$27,500.00
	220.	71.000	EA	DRAINAGE STRUCTURE ADJUSTED	$450.00	$31,950.00
	220.2	10.000	FT	DRAINAGE STRUCTURE REBUILT	$450.00	$4,500.00
	220.3	4.000	EA	DRAINAGE STRUCTURE CHANGE IN TYPE	$1,200.00	$4,800.00
	220.5	5.000	EA	DRAINAGE STRUCTURE REMODELED	$1,200.00	$6,000.00
	220.7	7.000	EA	SANITARY STRUCTURE ADJUSTED	$450.00	$3,150.00

* Non-Standard Item

Contract Bid Estimate
By Breakouts Combined Minus NPTA

Project # : 609065
Contractor : MORAIS CONTRACTORS INC
Contract # : 132399
District : 2
Project Manager JANHAVI LIMAYE
Location : HOLYOKE
Description : Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

	Item #	Quantity	Unit	Item Description	Unit Price	Total
*	222.3	61.000	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	$1,200.00	$73,200.00
*	223.	6.000	EA	FRAME AND GRATE (OR COVER) REMOVED AND RESET	$450.00	$2,700.00
	224.12	23.000	EA	12 INCH HOOD	$500.00	$11,500.00
	227.3	30.000	CY	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	$350.00	$10,500.00
	227.31	900.000	FT	REMOVAL OF DRAINAGE PIPE SEDIMENT	$25.00	$22,500.00
	238.10	560.000	FT	10 INCH DUCTILE IRON PIPE	$130.00	$72,800.00
	241.12	1,050.000	FT	12 INCH REINFORCED CONCRETE PIPE CLASS III	$110.00	$115,500.00
	241.15	200.000	FT	15 INCH REINFORCED CONCRETE PIPE CLASS III	$115.00	$23,000.00
	243.12	290.000	FT	12 INCH REINFORCED CONCRETE PIPE CLASS IV	$110.00	$31,900.00
	302.06	60.000	FT	6 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	$115.00	$6,900.00
	309.	1,500.000	LB	DUCTILE IRON FITTINGS FOR WATER PIPE	$0.01	$15.00
	350.06	7.000	EA	6 INCH GATE AND GATE BOX	$2,500.00	$17,500.00
	358.	15.000	EA	GATE BOX ADJUSTED	$350.00	$5,250.00
*	371.06	7.000	EA	6 INCH COUPLING	$1,200.00	$8,400.00
	376.	6.000	EA	HYDRANT	$8,000.00	$48,000.00
*	376.3	6.000	EA	HYDRANT - REMOVED AND STACKED	$1,500.00	$9,000.00
*	376.5	3.000	EA	HYDRANT - ADJUSTED	$2,000.00	$6,000.00
	402.	350.000	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE	$95.00	$33,250.00
	415.2	11,500.000	SY	PAVEMENT FINE MILLING	$7.00	$80,500.00
	431.	310.000	SY	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE	$90.00	$27,900.00
	443.	14.000	MGL	WATER FOR ROADWAY DUST CONTROL	$10.00	$140.00
	450.22	110.000	TON	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5)	$140.00	$15,400.00
	450.23	1,450.000	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	$140.00	$203,000.00
	450.31	1,200.000	TON	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5)	$125.00	$150,000.00
	450.32	580.000	TON	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0)	$145.00	$84,100.00
	451.	120.000	TON	HMA FOR PATCHING	$275.00	$33,000.00
	452.	1,500.000	GAL	ASPHALT EMULSION FOR TACK COAT	$8.00	$12,000.00
	453.	9,900.000	FT	HMA JOINT ADHESIVE	$0.25	$2,475.00
	470.	5.000	TON	HOT MIX ASPHALT BERM	$500.00	$2,500.00
	472.	400.000	TON	TEMPORARY ASPHALT PATCHING	$275.00	$110,000.00
	482.5	6,000.000	FT	SAWCUTTING ASPHALT PAVEMENT FOR BOX WIDENING	$5.00	$30,000.00
	504.	1,150.000	FT	GRANITE CURB TYPE VA4 - STRAIGHT	$75.00	$86,250.00
	504.1	860.000	FT	GRANITE CURB TYPE VA4 - CURVED	$90.00	$77,400.00
	509.	660.000	FT	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - STRAIGHT	$90.00	$59,400.00
	509.1	335.000	FT	GRANITE TRANSITION CURB FOR PEDESTRIAN CURB RAMPS - CURVED	$100.00	$33,500.00
	514.	12.000	EA	GRANITE CURB INLET - STRAIGHT	$600.00	$7,200.00

* Non-Standard Item

Contract Bid Estimate
By Breakouts Combined Minus NPTA

Project # : 609065
Contractor : MORAIS CONTRACTORS INC
Contract # : 132399
District : 2
Project Manager JANHAVI LIMAYE
Location : HOLYOKE
Description : Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

	Item #	Quantity	Unit	Item Description	Unit Price	Total
	515.	3.000	EA	GRANITE CURB INLET - CURVED	$700.00	$2,100.00
	516.	6.000	EA	GRANITE CURB CORNER TYPE A	$500.00	$3,000.00
	580.	1,715.000	FT	CURB REMOVED AND RESET	$40.00	$68,600.00
	645.048	75.000	FT	48 INCH CHAIN LINK FENCE (PIPE TOP RAIL) (LINE POST OPTION)	$60.00	$4,500.00
	650.048	5.000	FT	48 INCH CHAIN LINK GATE WITH GATE POSTS	$600.00	$3,000.00
*	655.3	1,000.000	FT	ALUMINUM PICKET FENCE	$100.00	$100,000.00
*	655.4	3.000	EA	ALUMINUM PICKET GATE WITH GATE POSTS	$1,300.00	$3,900.00
	665.	1,000.000	FT	CHAIN LINK FENCE REMOVED AND STACKED	$17.00	$17,000.00
*	697.1	33.000	EA	SILT SACK	$250.00	$8,250.00
*	698.1	3,000.000	SY	GEOTEXTILE FABRIC FOR STABILIZATION	$10.00	$30,000.00
	701.	2,700.000	SY	CEMENT CONCRETE SIDEWALK	$85.00	$229,500.00
*	701.01	500.000	SY	COLORED AND TEXTURED CONCRETE WALK	$200.00	$100,000.00
	701.1	550.000	SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS	$110.00	$60,500.00
	701.2	700.000	SY	CEMENT CONCRETE PEDESTRIAN CURB RAMP	$120.00	$84,000.00
*	701.3	10.000	SY	CEMENT CONCRETE BICYCLE RAMP	$120.00	$1,200.00
	702.	55.000	TON	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	$300.00	$16,500.00
*	707.8	14.000	EA	STEEL BOLLARD	$2,800.00	$39,200.00
*	722.3	1.000	LS	SCHEDULE OF OPERATIONS (TYPE C) - FIXED PRICE $51,000	$51,000.00	$51,000.00
*	740.	25.000	MO	ENGINEER'S FIELD OFFICE AND EQUIPMENT (TYPE A)	$3,000.00	$75,000.00
	748.	1.000	LS	MOBILIZATION	$178,426.97	$178,426.97
	751.	80.000	CY	LOAM FOR ROADSIDES	$80.00	$6,400.00
*	756.	1.000	LS	NPDES STORMWATER POLLUTION PREVENTION PLAN	$100,000.00	$100,000.00
	765.	700.000	SY	SEEDING	$2.00	$1,400.00
*	767.121	1,100.000	FT	SEDIMENT CONTROL BARRIER	$10.00	$11,000.00
	767.6	12.000	CY	AGED PINE BARK MULCH	$120.00	$1,440.00
*	775.141	6.000	EA	LINDEN-AMERICAN 2.5-3 INCH CALIPER	$1,800.00	$10,800.00
*	776.544	6.000	EA	MAPLE-RED-OCTOBER GLORY 2.5-3 INCH CALIPER	$1,300.00	$7,800.00
*	777.241	2.000	EA	OAK- SCARLET 2.5-3 INCH CALIPER	$1,800.00	$3,600.00
*	781.6	3.000	EA	LILAC TREE- JAPANESE IVORY PILLAR 2.5-3 INCH CALIPER	$1,800.00	$5,400.00
	804.2	2,200.000	FT	2 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC (UL)	$55.00	$121,000.00
	804.3	550.000	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL)	$60.00	$33,000.00
*	810.21	1,500.000	FT	2 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC (UL) - ENCASED IN CONCRETE	$100.00	$150,000.00
	811.22	2.000	EA	ELECTRIC HANDHOLE - SD2.022	$1,400.00	$2,800.00
	811.31	6.000	EA	PULL BOX 12 X 12 INCHES - SD2.031	$1,200.00	$7,200.00
*	811.95	5.000	EA	JUNCTION BOX	$1,350.00	$6,750.00
*	812.091	16.000	EA	LIGHT STANDARD FOUNDATION PRECAST - INSTALLATION	$3,500.00	$56,000.00

* Non-Standard Item

Contract Bid Estimate
By Breakouts Combined Minus NPTA

Project # : 609065
Contractor : MORAIS CONTRACTORS INC
Contract # : 132399
District : 2
Project Manager JANHAVI LIMAYE
Location : HOLYOKE
Description : Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

	Item #	Quantity	Unit	Item Description	Unit Price	Total
	816.01	1.000	LS	TRAFFIC SIGNAL RECONSTRUCTION LOCATION NO. 1	$250,000.00	$250,000.00
*	816.80	1.000	LS	TRAFFIC CONTROL SIGNAL REMOVED AND STACKED	$15,000.00	$15,000.00
*	825.201	1.000	EA	SOLAR RRFB (2-POST ASSEMBLY SYSTEM)	$23,000.00	$23,000.00
*	826.5	1.000	EA	FIRE ALARM BOX ADJUSTED	$4,200.00	$4,200.00
*	826.55	1.000	LS	FIRE ALARM BOX - LOCATION NO.1	$4,200.00	$4,200.00
	832.	500.000	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A)	$32.00	$16,000.00
	847.1	86.000	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	$300.00	$25,800.00
*	847.11	2.000	EA	DECORATIVE STREET SIGN SUPPORT POST	$1,000.00	$2,000.00
	850.41	250.000	HR	ROADWAY FLAGGER	$65.00	$16,250.00
	852.	2,700.000	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	$25.00	$67,500.00
*	852.11	500.000	FT	TEMPORARY PEDESTRIAN BARRICADE	$50.00	$25,000.00
*	852.12	6.000	EA	TEMPORARY PEDESTRIAN CURB RAMP	$1,000.00	$6,000.00
	853.1	12.000	EA	PORTABLE BREAKAWAY BARRICADE TYPE III	$250.00	$3,000.00
	853.8	2.000	DAY	TEMPORARY ILLUMINATION FOR WORK ZONE	$350.00	$700.00
	854.016	2,000.000	FT	TEMPORARY PAVING MARKINGS - 6 INCH (PAINTED)	$0.40	$800.00
	854.036	1,500.000	FT	TEMPORARY PAVING MARKINGS - 6 INCH (TAPE)	$2.00	$3,000.00
	854.1	500.000	SF	PAVEMENT MARKING REMOVAL	$4.00	$2,000.00
	856.	310.000	DAY	ARROW BOARD	$15.00	$4,650.00
	856.12	56.000	DAY	PORTABLE CHANGEABLE MESSAGE SIGN	$30.00	$1,680.00
	859.	43,000.000	DAY	REFLECTORIZED DRUM	$0.35	$15,050.00
*	859.1	24.000	DAY	REFLECTORIZED DRUMS WITH SEQUENTIAL FLASHING WARNING LIGHTS	$5.00	$120.00
*	864.031	13.000	EA	PAVEMENT LEGEND REFL. WHITE THERMOPLASTIC (PREFORMED) – BIKE LANE RIDER	$400.00	$5,200.00
*	864.032	13.000	EA	PAVEMENT LEGEND REFL. WHITE THERMOPLASTIC (PREFORMED) – BIKE LANE ARROW	$400.00	$5,200.00
*	864.033	4.000	EA	PAVEMENT LEGEND REFL. WHITE THERMOPLASTIC (PREFORMED) – ACCESSIBLE PARKING	$450.00	$1,800.00
*	864.034	9.000	EA	PAVEMENT LEGEND REFL. WHITE THERMOPLASTIC (PREFORMED) – BIKE RIDER AT STOP LINE	$250.00	$2,250.00
	864.04	200.000	SF	PAVEMENT ARROWS AND LEGENDS REFLECTORIZED WHITE (THERMOPLASTIC)	$9.00	$1,800.00
*	864.1	1,950.000	SF	GREEN FRICTION SURFACE FOR BIKE LANES	$19.00	$37,050.00
*	868.106	2,700.000	FT	6 INCH WET REFLECTIVE RECESSED WHITE LINE (THERMOPLASTIC)	$3.50	$9,450.00
*	868.206	4,200.000	FT	6 INCH WET REFLECTIVE WHITE LINE (THERMOPLASTIC)	$3.50	$14,700.00
*	868.212	1,080.000	FT	12 INCH WET REFLECTIVE RECESSED WHITE LINE (THERMOPLASTIC)	$11.00	$11,880.00
*	868.224	4,350.000	FT	24 INCH WET REFLECTIVE RECESSED WHITE LINE (THERMOPLASTIC)	$21.00	$91,350.00
*	869.106	4,400.000	FT	6 INCH WET REFLECTIVE RECESSED YELLOW LINE (THERMOPLASTIC)	$3.00	$13,200.00

* Non-Standard Item

Contract Bid Estimate
By Breakouts Combined Minus NPTA

Project # : 609065
Contractor : MORAIS CONTRACTORS INC
Contract # : 132399
District : 2
Project Manager JANHAVI LIMAYE
Location : HOLYOKE
Description : Resurfacing and Related Work on Cabot Street and Race Street (Center City Connector)

	Item #	Quantity	Unit	Item Description	Unit Price	Total
	874.	29.000	EA	STREET NAME SIGN	$120.00	$3,480.00
*	874.2	6.000	EA	TRAFFIC SIGN REMOVED AND RESET	$100.00	$600.00
*	874.4	65.000	EA	TRAFFIC SIGN REMOVED AND STACKED	$25.00	$1,625.00
*	903.1	12.000	EA	PRECAST THRUST BLOCK	$500.00	$6,000.00
				Contract Bid Estimate Grand Total :		**$4,856,344.47**

* Non-Standard Item

City of Holyoke

Request for Appropriation Transfer
Within a Classification

Dept. Name Fire Date 10 / 8 / 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.			$ Amount	
Organization	Object	Account Name	From	To
12201	51103	Fire Captain	(3,663.90)	
12201	51104	Fire Lieutenant	(3,142.74)	
12201	51105	Firefighter	(2,645.73)	
12201	51180	IOD	( )	9,452.38
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request: PP #8 Injured on Duty

Head of Department

RECEIVED
OCT AUDITOR'S OFFICE
17 OCT 2025

Mayor

Form TR-1 (6/92)

2.0.