

AGENDA FOR THE CITY COUNCIL
SEPTEMBER 2, 2026

[IGNORE_INDENT]

PRESIDENT'S REPORT

PUBLIC HEARING

1. Petition for Pole and Wire Location
The GAS AND ELECTRIC DEPARTMENT requests permission to locate a line of wires, cables, poles and fixtures, including the necessary sustaining and protecting fixtures, along
and across the following public way or ways:
 - One (1) 40' Class III pole in front of 607 S Bridge St, Holyoke MA
 - One (1) 40' Class II poles on between 67 & 69 Cleveland St, Holyoke MA

PUBLIC COMMENT

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

2. June 11, 2024, September 4, 2024, and April 15, 2025 Executive Session Minutes - Reviewed and ready for partial release as of September 17, 2025
3. December 9, 2024 Finance Committee Executive Session Minutes - Reviewed and withheld in entirety as of September 17, 2025
4. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos- meeting minutes from August 4, 2026

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5. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos - October 7, 2025 meeting minutes
6. Vacon- Greaney- ORDER: that city council go to the first ballot to elect a treasurer at the April 21, 2026 city council meeting in accordance with our current charter. Our city council appointed Collector has indicated interest in the Treasurer/Collector position. A majority of the city council has had the opportunity to interview our Collector. This appointment would legally establish the Treasurer position & for practical purposes combines the positions, while waiting for further charter changes that will be sent to the state legislature in a home rule petition. Transition changes can happen in coordination with other ordinance changes.
7. Thalheimer: Revise measurements listed in Sec. 86-321. - Schedule I: Parking in the City Ordinance from Northampton St. easterly side from a Point 25 feet southerly of Myrtle Ave to a Point 75 feet southerly, type of parking: 30 minute parking, TO Northampton St. easterly side from a Point 35 feet southerly of Myrtle Ave to a Point 40 feet southerly, type of parking: 30 minute parking. The requested change is administrative and will correct the location dimensions listed in the existing schedule. The revised dimensions correspond to the current location of the parking spaces and

will not relocate or eliminate any existing parking. The correction is being made in connection with the installation of RRFB systems on Northampton Street at Myrtle Avenue. Due to utility conflicts and sight-distance concerns, the Myrtle Avenue RRFB will be installed in front of the Dam Café, with a new crosswalk and accessible ramps. The existing Myrtle Avenue crosswalk will remain.

COMMUNICATIONS

8. From Mayor Joshua Garcia-letter appointing Ms. Amelia Mosley of 140 Lincoln St. to serve on the Historical Commission. Ms. Mosley will replace Mr. Christopher Gauthier and will serve the remainder of his term expiring May 1, 2027.
9. From Mayor Joshua Garcia-letter appointing Ms. Amelia Mosley of 140 Lincoln St. to serve on the Local Historic District. Ms. Mosely will replace Joseph Mazzola and will serve a three-year term expiring July 1, 2029.
10. From Mayor Joshua Garcia-letter reappointing Ms. Katie Hopkinson to serve on the Local Historical District. Ms. Hopkinson will serve a three-year term expiring July 1, 2029
11. From Mayor Joshua Garcia-letter reappointing Mr. Samuel Mateo, Jr. to serve on the Licensing Board. Mr. Mateo will serve a six-year term expiring October 1, 2032.
12. From Mayor Joshua Garcia- communication regarding reviewing Marijuana Ordinance operating time
13. Office of the Attorney General-Open Meeting Law Complaint
14. From CPA Committee- meeting minutes from April, 8, 2026, February 11, 2026, January 21, 2026 and January 13, 2026
15. From City Comptroller Sharon Bittner-Willis, FY2027 General Fund Expense YTD Report.
16. From City Comptroller Sharon Bittner-Willis, FY2027 Sewer Enterprise Expense YTD Report.
17. From Board of Fire Commission meeting minutes from July 27, 2026
18. Planning Board Notice of Decision, Key Foods at 235 South St for sign size increase

PETITIONS

19. Petition from Red Barn Growers LLC for a Marijuana Manufacturing Establishment (MME) at 1 Cabot St. (relocation)
20. Petition from Diablo Man, LLC of 73 Sargeant St., Unit 1-2, a Special Permit Application for a Marijuana Establishment (Microbusiness, product manufacturing of pre-rolls) within existing rooms at 73 Sargeant Street, Unit 1-2, in the IG (General Industry) district.

REPORTS OF COMMITTEES

21. The Committee on Ordinance to whom was referred an order that the city ordinance be amended to combine the historical commission and the local district commission into one commission as voted by both commissions.
Recommended that the order be adopted.
22. The Committee on Ordinance to whom was referred an order that the Council review and revise the ordinance on the Parking Advisory Board based on the recommendations of their committee.
Recommended that the order be adopted by deleting the relevant ordinance.
23. The Committee on Ordinance to whom was referred an order Winter parking in Holyoke could be simplified by the following ordinance change – Ordered that during the winter months between November and March no parking will be allowed in odd-numbered years on the side of the street with odd numbers; in even-numbered years, no parking will be allowed on street sides with even numbers.
Recommended that the order be given a leave to withdraw.
24. The Committee on Ordinance to whom was referred an order The City Engineer review parking and visual obstruction where West Glen St. meets Northampton St. When cars are parked on both sides of the street it is too narrow for more than one car to pass and is dangerous to navigate. There are also limited sight lines when turning on to Northampton St from West Glen. Please evaluate and determine whether the 20 foot limit is enough. If not, please recommend any amendments.
Recommended that the order be adopted.
25. The Committee on Ordinance to whom was referred an order that the fine for violating the ordinance on parking in front of driveways be increased. The amount of increase can be discussed based on what is reasonable and what is allowable.
Recommended that the order be given a leave to withdraw.
26. The Committee on Ordinance to whom was referred an order that the DPW install a Handicap sign at 76 Maple St. for Barbara McCarter #PL9210193
Recommended that the order be denied.
27. The Committee on Ordinance to whom was referred an order that the DPW install a handicap sign at 216 Appleton St. Apt 218 for Vicente Padilla #PL3250370
Recommended that the order be denied.
28. The Committee on Ordinance to whom was referred an order that a request for a designated handicap parking space for Maria A. Cruz, located at 91 North East Street, Holyoke, MA 01040, be referred to the Disabilities Commission for review and approval.
Recommended that the order be denied.
29. The Committee on Ordinance to whom was referred an order that the DPW install a Handicap Parking Sign for Maria Cruz at 91 North East St. #PL8620282
Recommended that the order be denied.
30. The Committee on Ordinance to whom was referred an order that Handicap Parking sign located at 14-16 School St be relocated closer to the Driveway switching it to

where the no parking and speed limit sign is.
Recommended that the order be denied.

31. The Committee on Ordinance to whom was referred an order that a handicap sign be installed at 186 Pine St. for Chicki Masciola. Handicap placard #PL9760684.
Recommended that the order be denied.
32. The Committee on Ordinance to whom was referred an order that the DPW install a Handicap Parking Sign for Yaritz Garcia or 122 Leary Dr. #PL9650718
Recommended that the order be denied.
33. The Committee on Finance to whom was referred an order that the amount of **THREE HUNDRED THIRTY-SEVEN AND 26/100 DOLLARS (\$337.26)** be authorized from the **HEALTH** Department's **SUPPLIES-OTHER** (15102-54220) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
34. 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 **"ARSON WATCH REWARD PROGRAM, \$1,500.00, NO MATCH"** grant, and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.
Recommended that the order be adopted.
35. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2027, **ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$150,000.00)** as follows:

FROM

12101-51103 PAY-POLICE CAPTAIN	\$ 50,000.00
12101-51105 PAY-POLICE SERGEANT	50,000.00
12101-51107 PAY-PATROL OFFICERS	50,000.00

TOTAL \$150,000.00

TO:

12101-51300 PAY-OVERTIME	\$150,000.00
TOTAL \$150,000.00	

Recommended that the order be adopted.

36. The Committee on Finance to whom was referred an order That the City of Holyoke appropriates the amount of One Hundred Twenty Five Thousand (\$125,000) Dollars for the purpose of paying costs of conducting a Schematic Design Study at Maurice A Donahue Elementary School located at 210 Whiting Farms Road Holyoke MA 01040 for the potential of new windows and doors, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City of Holyoke has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of mayor Joshua Garcia.

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City of Holyoke acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City of Holyoke incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City of Holyoke; and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Holyoke and the MSBA.

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

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

Recommended that the order be adopted.

37. The Committee on Finance to whom was referred an order That the City of Holyoke appropriates the amount of Seventy-Five Thousand (\$75,000) Dollars for the purpose of paying costs of conducting a Schematic Design Study at Lt. Elmer J. McMahon Elementary School located at 75 Kane Road Holyoke MA 01040 for the potential of new windows and doors, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the

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

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City of Holyoke acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City of Holyoke incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City of Holyoke; and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Holyoke and the MSBA.

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

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

Recommended that the order be adopted.

38. The Committee on Finance to whom was referred an order that the amount of **ONE THOUSAND TWENTY-ONE AND 17/100 DOLLARS (\$1,021.17)** be authorized from the **DPW-REFUSE** Department's **OTHER SERVICES** (14302-53100) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
39. The Committee on Finance to whom was referred an order that the amount of **FORTY AND 00/100 DOLLARS (\$40.00)** be authorized from the **DPW-HIGHWAY** Department's **SUPPLIES-SMALL TOOLS/EQUIP** (14252-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
40. The Committee on Finance to whom was referred an order that the amount of **EIGHTY-NINE AND 26/100 DOLLARS (\$89.26)** be authorized from the **DPW-REFUSE** Department's **SUPPLIES-SMALL TOOLS/EQUIP** (14302-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
41. The Committee on Finance to whom was referred an order that the amount of **ONE HUNDRED ONE AND 76/100 DOLLARS (\$101.76)** be authorized from the **DPW-HIGHWAY** Department's **SUPPLIES-SMALL TOOLS/EQUIP** (14252-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which

were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.

42. The Committee on Finance to whom was referred an order that the amount of **FORTY-NINE AND 98/100 DOLLARS (\$49.98)** be authorized from the **DPW-PROPERTY** Department's **R & M-CITY HALL** (14222-52502) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
43. The Committee on Finance to whom was referred an order that the amount of **TWO HUNDRED FORTY-THREE AND 50/100 DOLLARS (\$243.50)** be authorized from the **DPW-PROPERTY** Department's **R & M-CITY HALL** (14222-52502) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
Recommended that the order be adopted.
44. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2027, **ONE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SIXTY-NINE AND 40/100 Dollars (\$125,969.40)** as follows:

FROM

11351-51107 PAY-ASSISTANT ACCOUNTANT	\$ 49,097.40
11351-51103 PAY-PROFESSIONAL ACCOUNTANT	76,472.00
11351-51400 PAY-LONGEVITY	400.00
TOTAL	\$125,969.40

TO:

11321-51107 PAY-ASSISTANT ACCOUNTANT	\$ 49,097.40
11321-51103 PAY-PROFESSIONAL ACCOUNTANT	76,472.00
11321-51400 PAY-LONGEVITY	400.00

TOTAL \$125,969.40

Recommended that the order be adopted.

45. The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2027, **EIGHT THOUSAND ONE HUNDRED AND 00/100 Dollars (\$8,100.00)** as follows:

FROM

11351-51103 PAY-PROFESSIONAL ACCOUNTANT	\$8,100.00
TOTAL	\$8,100.00

TO:

11311-51101 PAY-CAFO	\$8,100.00
TOTAL	\$8,100.00

Recommended that the order be adopted.

46. The Committee on Public Safety to whom was referred an order DPW, Emergency Management, HPD and Mayor's office determine a safety plan to better warn truckers traveling on Main St. of the iron R/R bridge at Lyman St. Yet another collision occurred last week. Consider checking out the flashing beacons and warning signs on East Mountain Rd, Westfield.
Recommended that the order has been complied with.
47. The Committee on Public Safety to whom was referred an order that HPD and DPW develop a list of 10-15 points across the city which would benefit from permanent speed limit reminders to the public and present a plan for installing permanent speed radar signs at those points.
Recommended that the order has been complied with.
48. The Committee on Public Safety to whom was referred an order That the Holyoke City Council request the Holyoke Police Department to appear before the appropriate committee to explain the policies, procedures, and enforcement practices related to complaints against property owners who fail to clear snow and ice from sidewalks in accordance with City ordinance.
FURTHER ORDERED: That this matter be referred to the Public Safety Committee for review and discussion, including how repeated complaints are handled when properties have been reported multiple times without compliance.

FURTHER ORDERED: That this information be provided to increase transparency, inform residents, and better prepare the City Council, the City, and the public for future snow events.

Recommended that the order has been complied with.

49. The Committee on Development and Governmental Relations to whom was referred an order that the Honorable City Council, in accordance with the Holyoke Redevelopment Authority's urban renewal plan entitled, "Connect. Construct. Create. - A Plan for the Revitalization of Center City Holyoke" which was approved by the Holyoke City Council, vote to approve the transfer of ownership of 31 Newton Street (Assessors Map 011, Block 04, Parcel 004), 43 Newton Street (Assessors Map 011, Block 04, Parcel 005), and 61 Newton Street (Assessors Map 011, Block 04, Parcel 006) to the Holyoke Redevelopment Authority for consideration of \$1.00. All said parcels were previously declared by the City Council as surplus property available for disposition.
Recommended that the order be adopted.
50. The Committee on Development and Governmental Relations to whom was referred an order that Ward 4 polling location switch to YMCA from St. Paul's Church Parish, 485 Appleton St to improve accessibility.
Recommended that the order be given a leave to withdraw.
51. The Committee on Charter and Rules to whom was referred an order that a standing agenda item be added to the Council agenda to allow for tracking the progress of ordinances being changed in Municode. This will allow us to ensure that our ordinance changes are being accurately recorded.
Recommended that the order has been complied with.

MOTIONS, ORDERS AND RESOLUTIONS

52. Purcell-Ordered, that in accordance with M.G.L. Ch. 30B and the Holyoke Code of Ordinances procurement ordinance, the City Council declare 87 Newton Street as surplus property available for disposition. Said parcel is identified by the Holyoke Board of Assessors records as Map 011, Block 05, Parcel 008, consisting of an attached, vacant, single-family house on an approximate 960 square foot lot. The property is more particularly described at the Hampden County Registry of Deeds in Book 18864, Page 117. On July 5, 2019, the property was awarded to the City via a Land Court Decree with a Final Judgment recorded in Hampden County Registry of Deeds Book 22751, Page 492. The property is zoned Downtown Residential (DR) and has an assessed value of \$64,900.
53. Sullivan-The Honorable City Council receive and review the the attached video titled; CITY OF HOLYOKE WATER MANAGEMENT SYSTEM: *Wastewater, Stormwater, and Flood Protection*
54. Thalheimer, Panitch -- ORDERED: The City of Holyoke prohibit the use of GLOVE (Generated Low Output Voltage Emitter) gloves. Classified as a CD3 (conductive distraction and de-escalation device), these devices work differently from other incapacitation devices (stun guns, tasers) by shocking the skin to cause neuro-peripheral disruption rather than using probe projectiles or higher voltage neuro-muscular disruption. In other words, it inflicts localized pain on subjects in order to

enforce compliance rather than muscular disruption provided by other devices. Send to Public Safety.

55. Thalheimer, Panitch, Murphy-Romboletti-- ORDERED that the City Council review the history, authorization, and all aspects of the use of Flock cameras in Holyoke, and of any other automated license plate technology (ALPR) that may be deployed or under consideration for deployment, in order to determine whether legislation is necessary to address any civil rights and privacy issues that may be implicated by the presence of this technology and to enact such legislation should it prove to be needed. The information needed for this review shall include but not be limited to to the city's contract with Flock, including details of any amendments thereto; information showing who authorized the installation and when, for what reasons; how much the contract costs the city and where it is in the budget; where the data from these ALPRs is or may be shared or queried; for how long it is preserved; how it is safeguarded from abuse and access for improper purposes or by unauthorized persons; and whether Holyoke's and Flock's terms and practices are in compliance with Massachusetts law regarding the sharing of data, particularly with federal agencies. The Holyoke Police Department and the Law Department are requested to provide all relevant data to the City Council to assist in this review. Send to Public Safety.
56. Vacon- ORDER: DPW & engineer evaluate the conditions at Homestead & Mayer & make recommendations for needed infrastructure improvements and provide a cost estimate. Flooding has been occurring there for years and has worsened with recent storms, causing a safety hazard.
Refer to DPW, Engineer & Public Safety Committee
57. Vacon- ORDER: that a sign indicating no truck outlet be placed at the end of Rhode Island St (similar to McGrady & Franks).Tractor Trailer drivers are damaging the road/utilities when entering the area by mistake.
58. Vacon- ORDER: Add to rule 9h: when an order has been deemed tabled after the chair has not taken it up for 45 business days, upon request of the maker, the chair shall place the order on the next agenda to ensure compliance with the open meeting law.
59. Vacon- ORDER: Based on a review of the public record, the order filed on Feb 17, 2026 (item #37), is not supported by any vote documented in minutes of the Planning Board of 2/10/26 to recommend amendments to the zoning ordinance and send them to the city council. (see Planning Board minutes from 2/10/26 posted on holyoke.org - dated 3/26/26 below).#37. Panitch- Ordered: that the City Council amend the Zoning Ordinance as proposed by the Planning Board by a vote of February 10, 2026, and fully described in the attached package dated February 12, 2026. These are for the most part technical amendments designed to rationalize and streamline processes for special permits under the Zoning Ordinance, to clarify and add definitions where necessary, and to simplify and rationalize our zoning districts. Receive and refer to Ordinance. Therefore, the proposed zoning amendments were not properly on the 2/17/26 agenda of the city council as a recommendation voted by the Planning Board in accordance with MGL Chapter 40A Section 5. The public hearing needs to be closed, in light of no documented vote by the Planning Board on 2/10/26. The final master plan needs to be approved by the Planning Board (as requested by petition by over 100

residents), prior to considering & voting to recommend zone change proposals to the city council. Of note, the Planning Board is a public body & is obligated to comply with the Open Meeting Law. (M.G.L. c. 30A, §§ 18-25) Minutes of the Planning Board pertaining to the proposed zone changes have been requested during the two public hearings (April 14, 2026 & May 7, 2026). Only minutes from October 14, 2025 (dated 3/26/26) have been provided to the City Council that pertain to the proposed zone changes at this time.

*Note: Minutes were provided after the May 2026 city council meeting. They show no substantive discussion of or rationale for the proposed zone changes.

60. Vacon- ORDER: in the interest of transparency & to show compliance with MGL 41 Section 81D that the draft comprehensive plan currently being reviewed/edited by the planning board, be released to the public for feedback before a final vote is taken by the planning board.
61. Devine- ORDERED: That a new City Council rule be enacted as follows: During a City Council meeting if a councilor wants to take up an agenda item out of order that whenever possible let the President know PRIOR to the item being taken out of order.
62. DEVINE – Ordered, that the amount of **SEVEN HUNDRED TWENTY-EIGHT AND 27/100 DOLLARS (\$728.27)** be authorized from the **WAR MEMORIAL** Department's **WATER & SEWER** (16932-52300) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
63. DEVINE – Ordered, that the amount of **FOUR HUNDRED SIXTY-TWO AND 55/100 DOLLARS (\$462.55)** be authorized from the **DPW** Department's **R & M-CITY HALL** (14222-52502) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.
64. Devine-Ordered, that the City of Holyoke accepts the **\$352,020.27 FY2026 WRAP** formula allocation from the Massachusetts Department of Transportation and authorizes its use and accounting in accordance with applicable MassDOT requirements and DLS Bulletin BUL-2026-04, including use of the special revenue fund treatment for WRAP reimbursements applied to the City's FY2026 snow and ice deficit.
65. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the **“MASSACHUSETTS HEALTH OFFICERS ASSOCIATION, \$10,000.00”**, stipend 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 stipend.
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.

66. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the **“MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY (MEMA), \$8,550.00, 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.
67. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the **“FY2027 MASS GAMING COMMISSION COMMUNITY MITIGATION, \$75,000.00, 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.

LATE FILED ORDERS AND COMMUNICATIONS

Addendum:

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

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

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

City Clerk

[IGNORE_INDENT]

APPENDIX A

PETITION FOR POLE AND WIRE LOCATIONS

Holyoke, MA August 12, 2026

To the CITY COUNCIL of Holyoke, Massachusetts.

The GAS AND ELECTRIC DEPARTMENT requests permission to locate a line of wires, cables, poles and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way or ways:

- *One (1) 40' Class II poles on between 67 & 69 Cleveland St, Holyoke MA*

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain a line of wires, cable and poles, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked "HG&E Dept. Exhibit A – Proposed New Pole" and Dated 08/12/2026.

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

Your petitioner agrees to reserve space at a suitable point on each of said poles for the fire, police, telecommunications, and control signal wires belonging to the municipality and used by it exclusively for municipal purposes.

HOLYOKE GAS AND ELECTRIC DEPARTMENT

By_____

ORDER FOR POLE AND WIRE LOCATIONS

By the CITY COUNCIL of the City of Holyoke, Massachusetts.

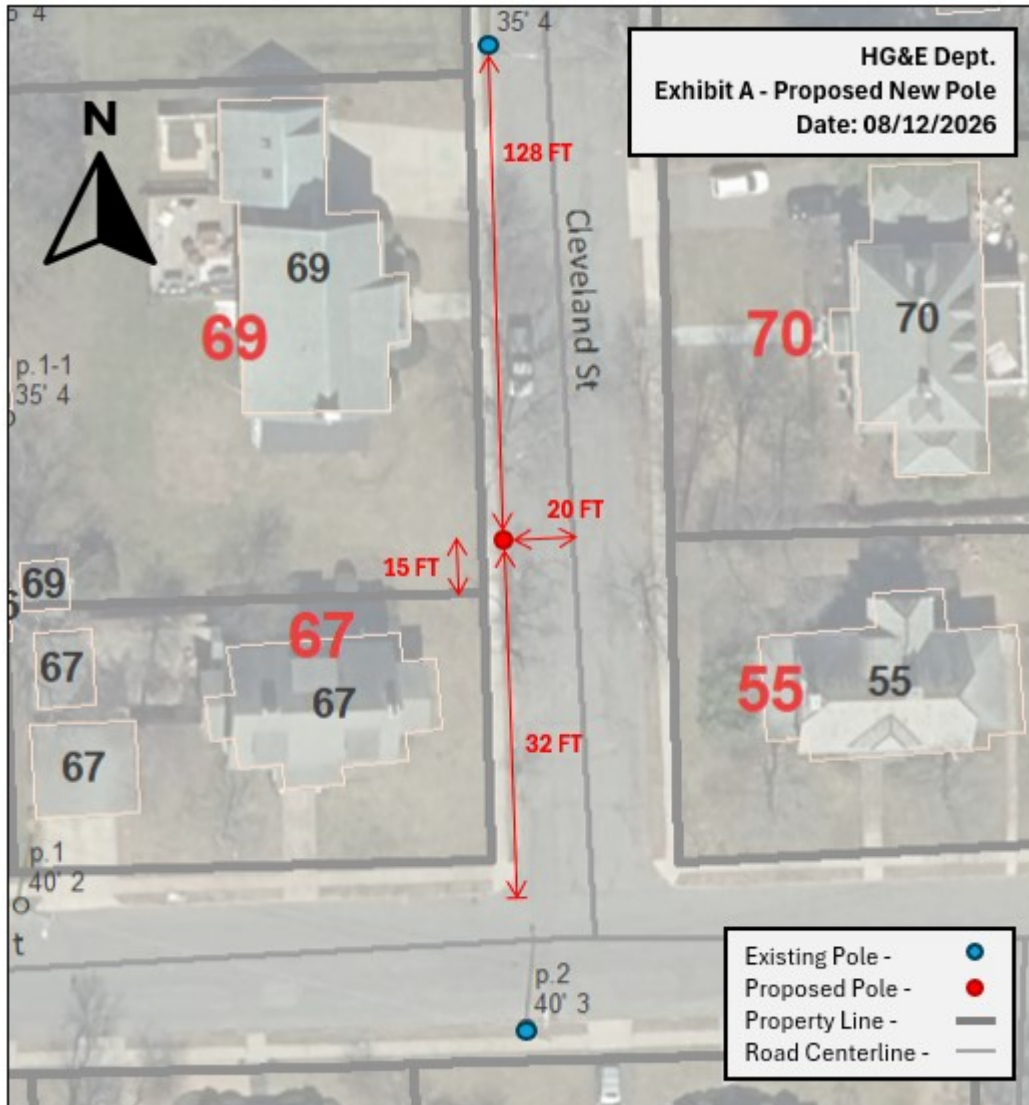
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the **GAS AND ELECTRIC DEPARTMENT** be and it is hereby granted a location for and permission to erect and maintain a line of wires, cables and poles together with such sustaining and protecting fixtures as said **DEPARTMENT** may deem necessary, in the public way or ways hereinafter referred to as requested in petition of said **DEPARTMENT** dated _____ the day of _____ 20__.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight, and shall be set substantially at the points indicated upon the plan shown below.



The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

- *One (1) 40' Class II poles on between 67 & 69 Cleveland St, Holyoke MA*

Also that permission be and hereby is granted said **GAS AND ELECTRIC DEPARTMENT** to lay and maintain underground services, cable and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that foregoing order was adopted at a meeting of the CITY COUNCIL of the City of Holyoke, Massachusetts, held on the _____ day of _____ 20__.

City Clerk

I hereby certify that on _____ 20____, at _____ o'clock, _____ M. at _____

A public hearing was held on the petition of the **GAS AND ELECTRIC DEPARTMENT** for permission to erect the line of wires, cables, poles, fixtures and connections described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the **DEPARTMENT** is permitted to erect the line of wires, cables, poles, fixtures and connections under said order. And that thereupon said order was duly adopted.

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the CITY COUNCIL of the City of Holyoke, Massachusetts, on the day of 20 , and recorded with the records of location orders of said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of Massachusetts General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

APPENDIX A

PETITION FOR POLE AND WIRE LOCATIONS

Holyoke, MA August 12, 2026

To the CITY COUNCIL of Holyoke, Massachusetts.

The GAS AND ELECTRIC DEPARTMENT requests permission to locate a line of wires, cables, poles and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way or ways:

- *One (1) 40' Class III pole in front of 607 S Bridge St, Holyoke MA*

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain a line of wires, cable and poles, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked "HG&E Dept. Exhibit A – Proposed New Pole" and Dated 08/12/2026.

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

Your petitioner agrees to reserve space at a suitable point on each of said poles for the fire, police, telecommunications, and control signal wires belonging to the municipality and used by it exclusively for municipal purposes.

HOLYOKE GAS AND ELECTRIC DEPARTMENT

By_____

APPENDIX B

ORDER FOR POLE AND WIRE LOCATIONS

By the CITY COUNCIL of the City of Holyoke, Massachusetts.

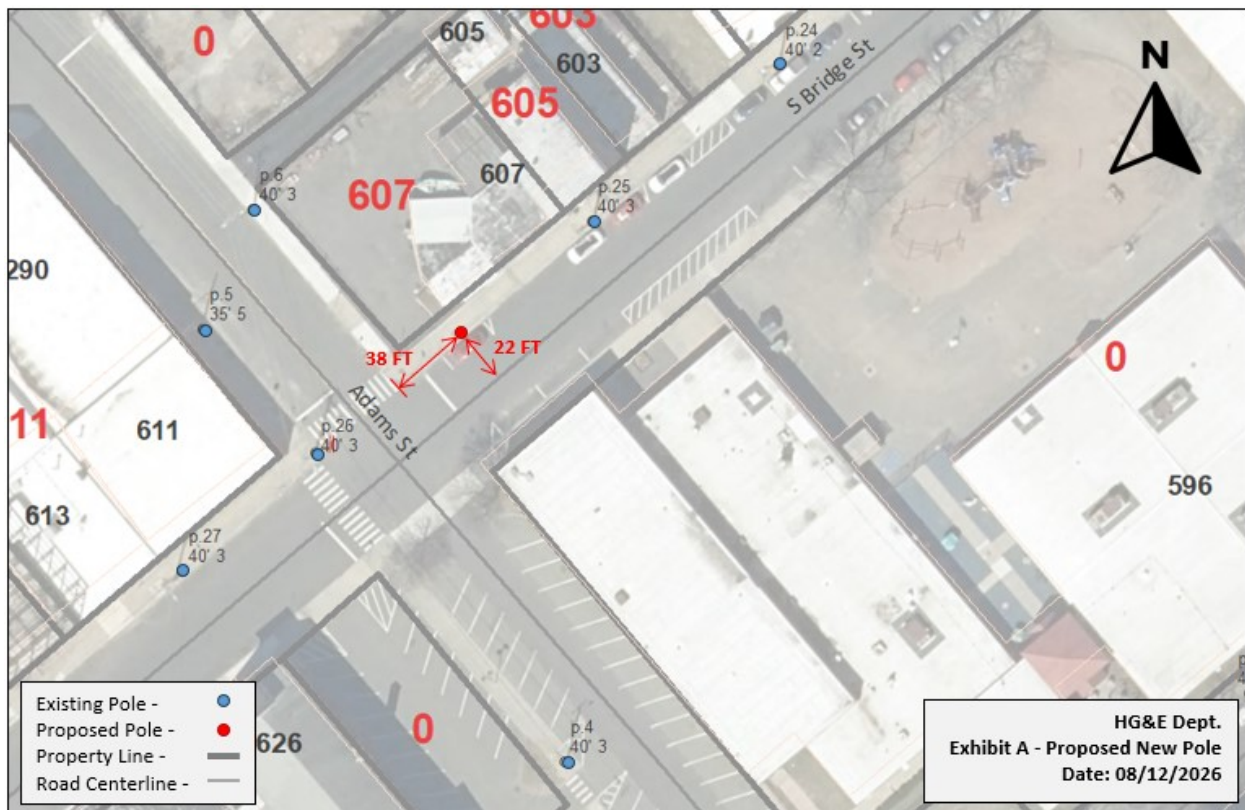
Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That the **GAS AND ELECTRIC DEPARTMENT** be and it is hereby granted a location for and permission to erect and maintain a line of wires, cables and poles together with such sustaining and protecting fixtures as said **DEPARTMENT** may deem necessary, in the public way or ways hereinafter referred to as requested in petition of said **DEPARTMENT** dated _____ the day of _____ 20__.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber and reasonably straight, and shall be set substantially at the points indicated upon the plan shown below.



The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

- One (1) 40' Class III pole in front of 607 S Bridge St, Holyoke MA

Also that permission be and hereby is granted said **GAS AND ELECTRIC DEPARTMENT** to lay and maintain underground services, cable and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that foregoing order was adopted at a meeting of the CITY COUNCIL of the City of Holyoke, Massachusetts, held on the day of 20 .

City Clerk

I hereby certify that on 20 , at o'clock, M. at

A public hearing was held on the petition of the **GAS AND ELECTRIC DEPARTMENT** for permission to erect the line of wires, cables, poles, fixtures and connections described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the **DEPARTMENT** is permitted to erect the line of wires, cables, poles, fixtures and connections under said order. And that thereupon said order was duly adopted.

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the CITY COUNCIL of the City of Holyoke, Massachusetts, on the day of 20 , and recorded with the records of location orders of said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of Massachusetts General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

August 4, 2026

The meeting was called to order by President Murphy-Romboletti at 6:34 p.m.

The Clerk called the roll. Absent Members: 0 Present Members in person: 12 (Councilor Anderson-Burgos, Councilor Devine, Councilor Magrath-Smith, Councilor Maisonet, President Murphy-Romboletti, Councilor Panitch, Councilor Purcell, Councilor I. Rivera, Councilor J. Rivera, Councilor Sullivan, Councilor Thalheimer, Councilor Vacon). Present Members on Zoom: 1 (Councilor Greaney)

The Pledge of Allegiance was recited.

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

PRESIDENT'S REPORT

President Murphy-Romboletti presented a proclamation to the administrative assistant, Jeffery Anderson-Burgos, for being named one of the state's recipients of the 2026 Commonwealth Pride Awards. She then offered thanks to Mr. Anderson-Burgos for keeping things on track for the City Council, and for his contributions to the community.

J. Anderson-Burgos, amid calls for a speech, expressed his preference for continuing with the meeting.

President Murphy-Romboletti commended the organizers and volunteers for Fiesta Patronales, including Councilor Anderson-Burgos and Councilor J. Rivera as members of that committee, for their work putting on the recent 4 day event. She then stated that it was a great weekend of seeing the community coming together to celebrate culture. She also commended the DPW, Police, and Fire, for their help.

She then stated there would be a back-to-school event on August 15, adding that the Holyoke Safe Neighborhood Initiative was looking for volunteers.

She also stated that the city staff summer barbecue would be on August 21st, adding that anyone attending needed to register. She added that it would be \$25 and would be held at the Summit View.

She then stated that the first Council meeting in September would be scheduled for Wednesday, September 2nd due to the primary election on September 1st.

She then stated that the Springfield Puerto Rican Parade would be on Sunday, September 15th, and that any councilors attending should confirm with her, the administrative assistant, or the mayor.

She also stated that Holyoke Day the Big E would be on Tuesday, September 22nd. She then asked that any councilors planning to attend confirm with her, the administrative assistant, or the mayor.

She added that Senior Fest would be held on September 25th, adding that the Parks and Rec Department would be sending information soon.

Councilor Greaney asked for a moment of silence for Rene Dulude, father of Anthony Dulude who worked for the city, as well as husband to former School Committee member, Johanna Dulude.

A moment of silence in honor of Mr. Dulude.

PUBLIC COMMENT

(8:40)

Sean Sheedy, HPS Director of Facilities and Maintenance, stated that he looked forward to discussing items 81 and 82 in an upcoming Finance Committee meeting to explain the request for schematic design for doors and windows at Donahue and McMahon Schools. He then stated that he would also provide updates on summer projects.

Councilor Devine stated that the Finance Committee would be meeting on August 12th.

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

(10:05)

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

---> Laid on the table.

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

---> Laid on the table.

3. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, meeting minutes from June 16, 2026.

---> Received and adopted.

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 receive, refer items to committee, remove from or place items on the table, comply with or adopt items not requiring a roll call vote, or suspend the rules unless there is an objection. Motion carried.

Motion was made and seconded to suspend the necessary rules to take up item 42 out of order.

42. The Committee on Public Service to whom was referred a communication From Mayor Joshua Garcia-letter appointing Mr. Brian Beauregard of 31 Labrie Lane to serve as a Commissioner of the Gas and Electric. Mr. Beauregard will replace Mr. Marcos Marrero and will serve a six-year term; expiring July 1, 2032.

have considered the same and Recommended that the appointment be confirmed.

Committee Members:

Juan Anderson-Burgos
Patricia Devine
Howard Greaney

UNDER DISCUSSION:

Councilor Anderson-Burgos stated explained the relevant education and background experience Mr.

Beauregard had for this position, adding that he founded the Telecom Department in 1997, was the lead on the Holyoke Water Power Assets in 2001, as well as involved in increasing the electrical capacity in 2012.

Councilor Sullivan added that Mr. Beauregard also served on the ad hoc committee for the long term sewer contract.

Councilor Greaney stated that Mr. Beauregard had impeccable credentials and would do a great job in this position.

---> Report of Committee received and appointment confirmed.

Motion was made and seconded to suspend the necessary rules to take up items 20 and 22 out of order as a package.

20. From Mayor Joshua Garcia-letter appointing Mr. Timothy Plante to the position of Chief Administrative and Financial Officer with an effective date of August 10, 2026.

UNDER DISCUSSION:

President Murphy-Romboletti stated that her letter explained reasons she had for seeking to have this confirmed right away, including the turnaround time it would take if this was referred to committee since the Council was not meeting again until September, that Mr. Plante had already served as a consultant for the city for more than a year, and outside professionals had continued to reinforce the urgency that the city act on updates to the city's financial structure.

Councilor Sullivan made a motion to confirm the appointment and receive the letter. Councilor Anderson-Burgos seconded the motion.

Councilor Greaney stated that while he was not opposed to Mr. Plante personally, he was opposed to the position and therefore would be voting against this.

President Murphy-Romboletti thanked Councilor Sullivan and Councilor Devine for participating in the screening committee for this position. She noted that another person was made an offer in May, but that person declined at the last minute due to geographical concerns.

---> Received and appointment confirmed.

22. From City Council President, Tessa President Murphy-Romboletti, request for expedited appointment of TJ Plante as Chief Administrative and Financial Officer.

---> Received.

Councilor Devine emphasized that Mr. Plante was part of the control board in Springfield that helped that city get out of state control.

LAID ON THE TABLE

(20:40)

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

President Murphy-Romboletti stated that she recently spoke to the Tax Collector and understood that Ms. Wilson was not yet ready for the transition.

Councilor Vacon stated that she understood it was still pending the appointment of the CAFO, but emphasized that she felt the Council should be doing what the voters asked for by appointing a Treasurer.

5. Vacon, Greaney- ORDER: that city council go to the first ballot to elect a treasurer at the April 21, 2026 city council meeting in accordance with our current charter. Our city council appointed Collector has indicated interest in the Treasurer/Collector position. A majority of the city council has had the opportunity to interview our Collector. This appointment would legally establish the Treasurer position & for practical purposes combines the positions, while waiting for further charter changes that will be sent to the state legislature in a home rule petition. Transition changes can happen in coordination with other ordinance changes.
---> Laid on the table.

Motion was made and seconded to remove items 6 through 10 from the table as a package.

6. The Committee on Public Safety to whom was referred an order Invite Tapestry Health to an upcoming Public Safety meeting for a conversation highlighting the work that they are doing in Holyoke, specifically around harm reduction.
Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Thalheimer stated that the Tapestry Director, Pedro Alvarez, discussed their work and the details of their quarterly report.

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

7. The Committee on Public Safety to whom was referred an order that the Ordinance Committee meet asap to change the City of Holyoke Zoning Ordinance, Section 4.0 Use Regulations; 4.1 General., Appendix A, Zoning; 6.5 Performance Standards so that the Air Riad Siren located at 109 Lyman Street in Holyoke, Massachusetts be allowed to continue to operate every Friday at 12 pm.
Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Thalheimer stated that this was taken up for the sake of having it complied with because it was referred to the committee's jacket months ago. She emphasized that this was not being brought up to revisit the discussion of the siren.

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

8. The Committee on Public Safety to whom was referred a communication From Jenee King, Holyoke resident, letter regarding Council vote on air raid siren.
Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Thalheimer stated that this was a communication related to the previous item, which allowed the committee to discuss the process around better handling of matters like this.

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

9. The Committee on Public Safety to whom was referred an order Request an update from City Engineer and DPW regarding plan and timetable for traffic calming initiatives on Laurel Street, given ongoing and longstanding concerns about safety and severity of accidents, why speed humps are not suitable for the roadway despite constituent request, impacted line-of-sight issues at Willow and Laurel and Brown Ave., and increased enforcement from HPD for speeding and failure to stop at stop signs.

Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Thalheimer stated that the feedback from the City Engineer was that they were working on a variety of things to work on the many traffic safety issues on that street, noting that they advised that speed humps would not be appropriate.

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

10. The Committee on Public Safety to whom was referred an order Parks dept please install a motion sensor system and/or improved camera system and/or improved security plan at the Pouliot pool for use when the pool is in season. After hours security needs to be dramatically improved. Please let City Council and Mayor know if funding is required.

Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Thalheimer stated that the Parks Department hadn't received many reports of trespassing and vandalism but they were working on getting cameras and getting security to regularly monitor the area.

Councilor Greaney asked if the lifeguard staffing situation had been resolved.

Councilor Thalheimer stated that they were sufficiently staffed and were at the highest level in the pay range.

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

(28:05)

Motion was made and seconded to remove items 11 through 15 from the table as a package.

11. The Committee on Charter and Rules to whom was referred an order that sections 13 and 24 of the Holyoke Charter be amended as necessary to conform to any changes to Section 22, and to provide that except where otherwise specified by the Charter or by state law, every ordinance shall be considered as adopted by final action by vote of a simple majority of all members of the city council, voting in a recorded roll-call vote.

Recommended that the order be adopted.

UNDER DISCUSSION:

Councilor Panitch made a motion to amend the legal language, noting that a vice president role had recently been created that needed to be included in the language. She then stated that the relevant part

of section 2 should read:

"In case of the absence of the president, the vice president shall preside. In the case of the absence of both the president and the vice president, the council shall choose a president pro tempore, and a plurality of the votes cast shall be sufficient for a choice." Councilor Thalheimer seconded the motion. Motion carried.

She then explained that this change would amend the charter to clarify that all ordinances would be adopted by a simple majority of the full Council except in cases when state law superseded this. She added that it would also clarified when a voting majority was of the full body and when it was of the councilors present, noting that this was thanks to language drafted by former councilor, Kevin Jourdain, when this same section was discussed in the previous term when it considered but ultimately rejected requiring a two-thirds majority.

Councilor Vacon provided a minority report, explaining that this would put into the charter the idea that all ordinances would be adopted by a simple majority. She then acknowledged there were good arguments on both sides, but expressed concern that it would make it easier to pass an ordinance while also making it more difficult to change the rule. She then stated that she would be voting against this.

Atty Bissonnette emphasized that a two-thirds majority would still be required for zoning ordinances in accordance with state law.

---> Report of Committee received and recommendation Adopted on a call of the yeas and nays--Yeas 9--Nays 3 (Greaney, Sullivan, Vacon)--Absent 1 (Magrath-Smith).

12. The Committee on Charter and Rules to whom was referred an order that Council Rule 8(L) be amended to conform to the Council's practice with respect to approval of amendments to said Rules; and further ordered that the Council take such measures as are necessary to affirm that Rules amendments adopted in the past without strict compliance with Rule 8(L) as currently worded shall be deemed to have been validly adopted.

Recommended that the order be adopted.

UNDER DISCUSSION:

Councilor Panitch thanked Councilor Vacon for catching a situation that allowed this to be much simpler. She then explained that rule 8L currently required notice of a rule change at the meeting directly prior to voting on it, leading to questions around rule changes that had been adopted more than one meeting from when they were proposed. She then stated that retroactivity did not need to be addressed because rules were adopted every time a new session began, but this change would make clear that notice did not need to be at the directly preceding meeting and that notice could be defined as introducing the order to make the change.

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

13. The Committee on Charter and Rules to whom was referred an order that the Law Department and City Council review Section 22 of the Holyoke Charter to consider amendments to clarify its language, and to examine whether provisions therein related to the \$200 threshold for applicability, and for voting procedure and thresholds, should be revised or eliminated.

Recommended that the order be adopted.

UNDER DISCUSSION:

Councilor Panitch stated that the charter had provisions for any expenditure over \$200, and it had been felt that this was an inadequate threshold for a long time, resulting in unnecessary work for the City Council. She then explained that there was strong consensus that while this should not be eliminated

entirely, the cap should be \$1,000. She also noted that antiquated language going back to the founding of the charter was also being removed.

Councilor Vacon noted that this kept the procedure in place requiring votes on two readings to pass a financial transfer.

---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Magrath-Smith).

14. The Committee on Charter and Rules to whom was referred an order that the City Solicitor advise the Council as to under what circumstances, if any, a person wishing to participate in public comment, or to speak at a public hearing, is obliged to give their name and address for the record, and what the legal basis for any such requirement would be. The question arises because contrary to the Council's general understanding, there appears to be no such requirement set forth in the Council's current Rules, and there has been contention over the issue that should be resolved.

Recommended that the order has been complied with.

UNDER DISCUSSION:

Councilor Panitch stated that after hearing from Atty Bissonnette on this topic, the committee felt that there had been enough discussion that the order had been complied with as legal advice had been provided. She added that in a public hearing, people did need to identify themselves by giving their addresses for the record, while in public comment, someone's ward number would be sufficient.

Councilor Vacon noted that there was also consensus that there should at least be enough information to ascertain that someone is a Holyoke resident, unless rules are suspended to allow non-residents to speak.

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

15. The Committee on Charter and Rules to whom was referred an order that the City Council consider a rule addition to to RULE 6C (DECORUM/SPEAKING) adding the following words as a second paragraph: "No Councilor shall speak more than 4 minutes during debate. The President/and or the City Council Administrative Assistant shall keep track of the minutes. A (1) one minute reminder shall be given at the 3 minute mark during debate."

Recommended that the order be given a leave to withdraw.

UNDER DISCUSSION:

Councilor Panitch stated that Councilor Devine, as the maker of the order, felt there was no need for further discussion on this.

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

COMMUNICATIONS

(45:25)

16. From Mayor Joshua Garcia-letter reappointing Mr. Morris Partee of 127 St. Kolbe Dr., to serve as a Member of the Board of Appeals. Mr. Partee will serve a three-year term expiring July 1, 2029.

---> Received and appointment confirmed.

Motion was made and seconded to suspend the necessary rules to take up items 17, 18, and 19 as a package.

17. From Mayor Joshua Garcia-letter appointing Ms. Susan Brouillette of 179 Morgan St. to serve as on the Historical Commission. Ms. Brouillette will replace Zaisha Roberts and will finish Mr. Roberts term expiring December 1, 2026.

---> Received and referred to the Public Service Committee.

18. From Mayor Joshua Garcia-letter appointing Fleur Kuhta of 124 Chestnut St to serve as on the Historical Commission. Fleur Kuhta will replace Joseph Mazzola and will serve the remainder of his term expiring October 1, 2027.

---> Received and referred to the Public Service Committee.

19. From Mayor Joshua Garcia-letter appointing Mr. Pedro Alvarez of 230 South St., to serve as a Commissioner of the Board of Health. Mr. Alvarez will replace Ms. Latitia Molina and will serve the remainder of her term; said term will expire February 1, 2028.

---> Received and referred to the Public Service Committee.

21. From Mayor Joshua A. Garcia, letter providing summer progress updates on CAFO appointment, Center City Connector project, vacant High Street buildings.

---> Received.

23. From City Clerk Brenna Murphy Leary-FY27 Budget Cuts from June 23, 2026 meeting

---> Received.

24. Grant Completion Form - FY26 Firefighter Safety Equipment \$23,500 Grant

---> Received.

Motion was made and seconded to suspend the necessary rules to take up items 25 through 29 as a package.

25. From Holyoke Redevelopment Authority-meeting minutes from April 15, 2026 meeting

---> Received.

26. From HEDIC-meeting minutes from April 23, 2026

---> Received.

27. City of Holyoke Health Benefit Meeting Minutes- June 2, 2026

---> Received.

28. From Board of Fire Commission, minutes of June 17, 2026 meeting.

---> Received.

29. Notice of Community Outreach Meeting for July 6, 2026 at 7 N Bridge St. Holyoke

---> Received.

30. Notice of Intent to Request Funds Facade Posting 7-17-2026

President Murphy-Romboletti stated that this and item 31 were from the Office of Community Development informing the Council that the department was requesting funds from HUD, but there was not action needed.

---> Received.

31. Notice of Intent to Request Release of Funds Revitalize Posting 7-17-2026

---> Received.

32. From Holyoke Planning Board, Notice of Decision for F&M Hideway/Schermerhorn's Special Permit at 224 Westfield Rd for increase in sign size & multiple signs

---> Received.

33. From City Comptroller Sharon Bittner-Willis, FY2027 General Fund Expense YTD Report

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

34. From City Comptroller Sharon Bittner-Willis, FY2027 Sewer Enterprise Expense YTD Report

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

PETITIONS

(52:25)

35. Petition of John Barbagallo and Juliana Olmstead of 43 King St. for a Special Permit for a Home Occupation for pet sitting business

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

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

36. Petition of North Country Production LLC for a Zone Change at 12 Crescent St. in Holyoke

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

37. Petition of John Borowski of 30 Discal Lane for a Zone Change at 120 and 0 Pine St.

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

38. Petition of Reynaldo Guzman of 113 Sargeant St. for a Special Permit for a Home Occupation for a Barber Shop

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

39. Petition of Paola M. Rosado Freytiz of 71 Brown Ave Apt 1 for street vendor license for food truck at 1810 Northampton Street.

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

REPORTS OF COMMITTEES

(54:40)

Councilor Panitch stated that the Ordinance chair, Councilor Magrath-Smith, was unable to arrive until between 8 and 8:30 due to a class.

Councilor Vacon suggested that the Ordinance Committee item could be skipped to see if Councilor Magrath-Smith arrives by the time the meeting gets to the end of the agenda.

41. The Committee on Public Service to whom was referred a communication From Mayor Joshua Garcia-letter appointing Mr. Ryan Allen of 84 Meadowbrook Rd to serve as a Commissioner of Parks and Recreation. Mr. Allen will replace Mr. Henry Martinez and will finish Mr. Martinez's term; expiring June 30, 2027.

have considered the same and Recommended that the appointment be confirmed.

Committee Members:

Juan Anderson-Burgos
Patricia Devine
Howard Greaney

UNDER DISCUSSION:

Councilor Anderson-Burgos stated that Mr. Allen was the prior administrative assistant and also worked in the DPW when he was a city employee. He then stated that Mr. Allen wanted to ensure the parks remained safe and inclusive, emphasizing that he was also very family and community oriented.

Councilor Vacon stated that Mr. Allen did a lot of volunteering around the city and would look out for the best for the city.

Councilor Purcell stated that Mr. Allen also volunteered at the veterans' lunch at St. Paul's church, adding that this would be a great appointment.

---> Report of Committee received and appointment confirmed.

ORDERS AND TRANSFERS

(57:55)

43. Magrath-Smith – ordered, that the membership of the recycling committee be revised and streamlined or that the committee be disbanded.

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

44. Magrath-Smith - Ordered, that the Assistant Treasurer/Collector position be placed in Schedule A as Grade 10.

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

45. Murphy-Romboletti- Warrant for the State Primary Election to be held on September 1, 2026 with polling locations.

---> Received and Adopted.

46. Murphy-Romboletti - Ordered that the September 1, 2026 City Council meeting be rescheduled to September 2, 2026 due to the statewide primary election.

---> Received and Adopted.

47. Murphy-Romboletti - Ordered, that the Ordinance Committee review and amend Section 2-69 of the Ordinances of the City of Holyoke, which currently prohibits any employee of the City from simultaneously serving as a member of the city council during the period of their employment.

Further ordered that the Committee consider revising the ordinance to allow certain categories of employees to serve on the City Council or School Committee where appropriate, while maintaining restrictions for positions in which conflicts of interest or incompatibility of duties would make simultaneous service inappropriate.

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

48. Panitch - At the request of the Law Department, ordered: that the City Council approve a home rule petition for the purpose of obtaining an Article 97 land exchange to satisfy a ROW taking needed for the Beech St intersection project.

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

49. Purcell- ordered that the DPW install a Handicap Sign for Luis Davila of 240 Walnut St. #PL8720803

---> Received and referred to the Ordinance Committee. Copy to Commission on Disabilities.

50. Purcell- that the Honorable City Council, in accordance with the Holyoke Redevelopment Authority's urban renewal plan entitled, "Connect. Construct. Create. - A Plan for the Revitalization of Center City Holyoke" which was approved by the Holyoke City Council, vote to approve the transfer of ownership of 31 Newton Street (Assessors Map 011, Block 04, Parcel 004), 43 Newton Street (Assessors Map 011, Block 04, Parcel 005), and 61 Newton Street (Assessors Map 011, Block 04, Parcel 006) to the Holyoke Redevelopment Authority for consideration of \$1.00. All said parcels were previously declared by the City Council as surplus property available for disposition.

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

51. Purcell - Order that City Council enact the following Ordinance: "All municipal boards or commissions, whose members are all appointed by the mayor, city council or a combination of the two, shall submit copies of their body's meeting minutes to City Council within 31 calendar days of that meeting. If unable to provide meeting minutes within that timeframe, then the board or commission must submit notice to City Council of minutes still pending, and that shall be submitted as part of a complete list of all pending minutes from that board or commission." (Purpose: to codify existing practice and also improve oversight; comprehensive running lists will enable both Council and the particular Board or Commission to track the scope of any problems, which is an essential step in developing solutions.)

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

52. Purcell - Order that City Council enact the following Ordinance: "All municipal public HEARINGS shall be available to the public in person, inclusive of hybrid forms, except in the case of declared emergency." Additionally, all municipal bodies who hold public meetings should be encouraged to do so in hybrid form when possible.

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

53. Purcell - Order that City Council invite individuals -- including the Mayor, Holyoke Media, the Chair (or designee) of each board or commission whose members are all appointed by City Council or Mayor or both, any staff currently providing support to any of the boards and commissions included here, and any

department head overseeing staff included here -- to a Council committee meeting for the purposes of discussing and seeking solutions to the following issues (and any others as may arise in discussion): timely minutes, capacities and impediments for operating meetings (and hearings) in hybrid form (impediments may include but are not limited to hardware, software, licenses, training, real-time technical support, etc), staff support for boards and commissions, and administrative budgets for boards and commissions. For the purposes of discussion, ask also for an estimate or range of time spent on work for the board or commission (both for members and for supporting staff) and whether each board or commission position is unpaid volunteer or receives a stipend. Discuss the possibility of developing a training program for a pool of minute-takers (whether members of the boards or commissions, part of the senior property tax work-off program, or separate volunteers). Encourage progress towards full hybrid meeting capacity.

---> Received and referred to the Public Service Committee.

Councilor Devine suggested that item 51 be amended to business days to calendar days to give those committees more time.

President Murphy-Romboletti suggested that this could be discussed in committee.

54. Rivera, I., Sullivan - Ordered, that the Holyoke City Council issue a proclamation recognizing Harry Melendez for his outstanding commitment to the youth and families of Holyoke.

It is ordered that the proclamation recognize Mr. Melendez for providing mentorship, creating opportunities for Holyoke youth, promoting the City of Holyoke, and opening Train 42 in the heart of downtown. Through his leadership and investment, he has created a welcoming community space that inspires young people, supports local entrepreneurship, and contributes to the revitalization of an important section of our city.

It is ordered, that the Holyoke City Council expresses its sincere appreciation for Harry Melendez's continued dedication to empowering our youth and strengthening the Holyoke community.

---> Received and Adopted.

55. Rivera, I., Thalheimer - Ordered, that the Holyoke City Council issue a proclamation recognizing Reynaldo Rivera for his dedication to the City of Holyoke through the annual Stop the Violence Basketball Tournament, which recently celebrated its 19th year. Through this annual event, he has promoted peace, unity, and positive opportunities for Holyoke's youth and families.

Ordered, that the Holyoke City Council expresses its sincere appreciation to Reynaldo Rivera for his continued commitment to violence prevention and community healing.

Councilor Thalheimer asked to be added to the order.

---> Received and Adopted.

56. Rivera, J.- ordered that the DPW install a Handicap Sign for Juan Huertas of 340 Maple St.
#PL6690545

---> Received and referred to the Ordinance Committee. Copy to Commission on Disabilities.

57. Thalheimer: Revise measurements listed in Sec. 86-321. - Schedule I: Parking in the. City Ordinance from Northampton St. easterly side from a Point 25 feet southerly of Myrtle Ave to a Point 75 feet southerly, type of parking: 30 minute parking, TO Northampton St. easterly side from a Point 35 feet southerly of Myrtle Ave to a Point 40 feet southerly, type of parking: 30 minute parking. The requested change is administrative and will correct the location dimensions listed in the existing schedule. The revised dimensions correspond to the current location of the parking spaces and will not relocate or

eliminate any existing parking. The correction is being made in connection with the installation of RRFB systems on Northampton Street at Myrtle Avenue. Due to utility conflicts and sight-distance concerns, the Myrtle Avenue RRFB will be installed in front of the Dam Café, with a new crosswalk and accessible ramps. The existing Myrtle Avenue crosswalk will remain.

Councilor Thalheimer made a motion to request legal form. She then stated that legal form was ready if the body was open to taking action on this right away, or this could be laid on the table for adoption at the September meeting. She then suggested that this did not need to be sent to Ordinance. Councilor Devine seconded the motion.

Councilor Devine stated that she did not have a problem with voting on it that night.

President Murphy-Romboletti stated that it may need to be tabled since the legal form was not provided before.

Councilor Thalheimer stated that she was okay with that.

President Murphy-Romboletti asked if this would stop the RRFB's from being installed.

Councilor Thalheimer expressed her understanding that the RRFB's would be installed no matter what, and this would not hold up the process. She added that this was the last administrative piece of a process.

Councilor Vacon asked if the measurements came from engineering.

Councilor Thalheimer stated that they did.

Councilor Vacon reiterated the motion to send this to the Law Department for legal form, and to lay item 57 on the table.

Councilor Thalheimer noted it would be easy as the legal form was already done.
---> Laid on the table.

58. Thalheimer, Panitch, Purcell, Rivera, I., Rivera, J., Anderson-Burgos, Devine -- Ordered that the Honorable City Council recognize Jimmy Camacho for his extensive work over the years to document the history of the sport of volleyball and in Holyoke and its connections to Puerto Rico through fostering impactful and meaningful cross-cultural exchange, and that the Council issue a proclamation in his honor. Mr. Camacho has dedicated years to advocacy and research, preserving the history of Puerto Rican contributions to volleyball and promoting education in the City of Holyoke, through exhibitions, radio interviews, tours, meetings with officials, and much more. His commitment to this work about the history of Puerto Rico and its connection to the sport has raised the profile of Holyoke on a national stage.

Councilor Anderson-Burgos and Councilor Devine asked to be added to the order.

President Murphy-Romboletti asked that when orders are filed to give out proclamations, that the makers of those orders coordinate with the administrative assistant on bringing the recipients into a Council

meeting to recognize them.
---> Received and Adopted.

59. Thalheimer -- Request that the handicap parking sign located at 107 Brown Ave be removed as the tenant who originally requested and utilized it has moved and the space is no longer needed.
---> Received and referred to the Ordinance Committee.

60. Thalheimer, Magrath-Smith, Purcell - Ordered, that ordinance sections 2-38 and 2-39 be revised to replace "Columbus Day" with "Indigenous Peoples' Day."

Councilor Purcell asked to be added to the order.

Councilor Vacon made a motion to amend the order to add Indigenous Peoples Day to the existing Columbus Day holiday rather than replacing it as it was a federal holiday. Greany seconded the motion.

Councilor Thalheimer stated that she would prefer that discussion to take place with the Ordinance Committee.

Councilor Devine stated that she thought that was done with an order from former councilor, Kevin Jourdain.

Councilor Vacon stated that it was brought up in the last term but was not changed.

Amendment failed on a show of hands vote.
---> Received and referred to the Ordinance Committee.

61. Vacon- ORDER: the final legal form, as corrected at the June 16th city council meeting to reflect the vote of the Ordinance Committee, be provided to the city council.
---> Received and complied with.

62. Vacon- ORDER: Given this bond withdrawal notice, have the bonds we voted for in the spring been approved?
Holyoke, MA 'A+' GO Debt Rating Removed From CreditWatch And Withdrawn
NEW YORK (S&P Global Ratings) May 6, 2026--S&P Global Ratings withdrew its 'A+' rating on the City of Holyoke , Massachusetts' general obligation debt due to insufficient information. Specifically, the rating withdrawal reflects our failure to receive adequate and timely financial information necessary to maintain surveillance of the rating in accordance with our applicable criteria and policies. Such financial information includes timely audited financial statements. At the same time, we removed the rating from CreditWatch, where it had been placed with negative implications March 3, 2026. The rating affected by this withdrawal was preceded, in accordance with our policies, by any change to the rating that we consider appropriate given available information....

Councilor Vacon stated that she would like to see an update from the CAFO at the next Council meeting.
---> Received and Adopted. Copy to CAFO

63. Vacon- ORDER: that the 45mph speed sign be moved from the current location on Westfield Rd (before the lower Apremont Hwy intersection) to a point past the Apremont Hwy intersection - when

traveling east toward Holyoke.

---> Received and Adopted. Copy to DPW.

64. Vacon- ORDER: That the Board of Registrars provides a written report that describes the steps taken to resolve the 6 vote discrepancy 392/386 between the machine tally total & the paper ballots removed from the Ward 1 voting machines for a recount. During the Ward 1 City Council recount the machine tally total was 6 votes more than the total paper ballots. Historically there have been no discrepancies reported following recounts. It is important to have confidence in the integrity of our voting system as we approach our November election.

Councilor Vacon stated that she would like a report for the next Council meeting.

Councilor Devine suggested allowing the City Clerk to provide the report later as the next meeting would be right after the primary election and the City Clerk would be very busy at that time.

Councilor Vacon stated that the question should be resolved before the primary election.

Councilor Purcell stated that while he understood the concern, the Council would not receive it until it meets again.

Councilor Vacon stated that while the Council would not yet know, the Board of Registrars would be looking at the machines before the primary.

Councilor Panitch suggested hearing from the City Clerk on how burdensome the timing would be. She added that she would also be interested in understanding where the discrepancy came from, but that the Council should try to accommodate the City Clerk's office.

City Clerk Murphy Leary stated that a member of the Board of Registrars drafted something but it was not from the whole board. She then stated that she could draft something but it also would not be something from the whole board. She then stated that the board had a meeting to discuss this issue, emphasizing that it was 6 ballots and the results of the election did not change. She then stated that the ballots did go through the machine and could be stuck in the machine. She reiterated that she could draft something but would not be able to send it to the rest of the board because it would be a violation of the Open Meeting Law.

Councilor Vacon stated that she was open to amending her request to have the report come from the chair of the board or the clerk.

City Clerk Murphy Leary stated that she would do a report and add it to a letter already circulated from the chair.

Councilor Purcell questioned how it would benefit the Council if the body wouldn't know about it until the September 2nd meeting.

President Murphy-Romboletti stated that it could be circulated to the body before the meeting.

Councilor Purcell asked what the purpose would be if the Council could not do anything with the information.

Councilor Vacon stated that the main concern was that if there was a technical problem, it would be good to review and resolve it prior to the primary election to ensure confidence in the system for the November election.

Councilor Devine asked why the discrepancy from the November 2025 election was just now being questioned.

Councilor Vacon stated that the discrepancy still existed.

Councilor Devine questioned why it was just now being questioned instead of in the several months since the election.

Councilor Vacon stated that it existed and had not yet been resolved.

City Clerk Murphy Leary stated that there would not be a full resolution as the recount numbers would remain the official result. She added that the Board of Registrars discussed this in a meeting in April. She then emphasized that if a ballot goes through the machine, it would have been a legitimate ballot. She added that votes could not be added to the machines. She also stated that the machines are serviced by the state before every election. She added that ballots can sometimes get stuck and are found when the wardens pull them out of the machine, or some can get kicked to a different compartment when there are write-ins. She also stated that the machines could not be tampered with, and any ballots that could not be counted would be spit back out.

Councilor Vacon clarified that she was not looking for a recount but she was led to understand that the machines were closed and would not be opened again until a certain time before the primary election, and that would be the chance for the machines to be checked for the missing 6 ballots.

City Clerk Murphy Leary stated that they do that when they are doing all of their election preparations.

Councilor Vacon stated that the request for the report was with the hope that they would be found in the machines, and the question could not be answered until the machines were going to be opened again. She then stated that was why she filed this order now.

City Clerk Murphy Leary emphasized that there were no problems with the elections, and everyone understood she took handling the elections very seriously.

Councilor Vacon clarified that this was not about thinking anyone did anything. She added that she was interested because past recounts had always come up with the same number of ballots.

Councilor Anderson-Burgos asked if the Ward 1 machine was the only one that had an issue.

City Clerk Murphy Leary stated that there was only a recount in Ward 1.

Councilor Anderson-Burgos also questioned why this was being questioned when the election was in November and it was only 6 votes. He then suggested that this was a waste of time.

Councilor Greaney stated that if any councilor requests a report for something as important as voting, everyone else should support it.

---> Received and denied on a show of hands vote.

Councilor Vacon asked the City Clerk if she could still provide this information.

65. Devine- ORDERED that the CPA consider applying CPA funds to clean up specific monuments toward the Hampden Street side of the park.

Councilor Devine clarified that this was for Veterans Park, noting that she filed this because the police chief noticed the monuments were dirty.

Councilor I. Rivera suggested that the recommendation should go to Parks and Rec because someone needs to apply to the CPA for funding.

Councilor Sullivan suggested that it could also go to DPW, or the monuments commission.

Councilor Purcell stated that the War Memorial Commission oversaw the monuments.

---> Received and Adopted. Copy to DPW, War Memorial Commission.

66. Devine- Ordered that the City Council amend City Ordinance 6-2 Drinking Alcoholic Beverage on Public Street, Section (a) changed to include the following wording.

"The drinking of alcoholic beverages by any persons while, upon any way or in any place to which the public has a right of access, or upon any way or in any place to which members of the public have access as invitees or licensees."

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

67. Devine- ORDERED: that the Mayor appoint 2-3 liaisons to occasionally meet with Representatives from BHN when the necessity arises based on neighborhood complaints to resolve any issues in a positive manner.

---> Received and Adopted. Copy to Mayor.

68. Devine - ORDERED: That an ordinance be created that will require an annual registration, liability insurance and an official Massachusetts license plate for high speed motorized bicycles.

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

69. Devine - ORDERED: That regulations be created through the Holyoke Police Department and/or an ordinance be created in accordance with MGL c90, s 1E as it relates to as "pocket bikes", "mini bikes", "mini motorcycles", "motorized skateboards" and any other two-wheeled tandem or three-wheeled devices, that has handlebars, designed to be stood or sat upon by the operator, powered by an electric or gas powered motor that is capable of propelling the device with or without human propulsion, and is not defined as a motor vehicle or motorcycle under the law of the Commonwealth of Massachusetts, shall be considered as a "motorized scooter".

Councilor Purcell noted there was also a one-wheeled unicycle that should be included.
---> Received and referred to the Ordinance Committee.

70. Devine, Thalheimer - ORDERED: that the Assessors and Parks Department report to City Council all available city owned park land (acreage) that would be available should a developer wish to build on land designated park land located on Whiting Farms Road in or near the vicinity of Elmwood Forest.
---> Received and Adopted. Copy to Law Department.

Motion was made and seconded to suspend the necessary rules to take up items 71 through 83 as a package.

71. DEVINE – Ordered, that the amount of THREE HUNDRED THIRTY-SEVEN AND 26/100 DOLLARS (\$337.26) be authorized from the HEALTH Department's SUPPLIES-OTHER (15102-54220) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

72. DEVINE – Ordered, that the amount of ONE THOUSAND TWENTY-ONE AND 17/100 DOLLARS (\$1,021.17) be authorized from the DPW-REFUSE Department's OTHER SERVICES (14302-53100) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

73. DEVINE – Ordered, that the amount of FORTY AND 00/100 DOLLARS (\$40.00) be authorized from the DPW-HIGHWAY Department's SUPPLIES-SMALL TOOLS/EQUIP (14252-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

74. DEVINE – Ordered, that the amount of EIGHTY-NINE AND 26/100 DOLLARS (\$89.26) be authorized from the DPW-REFUSE Department's SUPPLIES-SMALL TOOLS/EQUIP (14302-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

75. DEVINE – Ordered, that the amount of ONE HUNDRED ONE AND 76/100 DOLLARS (\$101.76) be authorized from the DPW-HIGHWAY Department's SUPPLIES-SMALL TOOLS/EQUIP (14252-54900) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

76. DEVINE – Ordered, that the amount of FORTY-NINE AND 98/100 DOLLARS (\$49.98) be authorized from the DPW-PROPERTY Department's R & M-CITY HALL (14222-52502) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor
---> Received and referred to the Finance Committee.

77. DEVINE – Ordered, that the amount of TWO HUNDRED FORTY-THREE AND 50/100 DOLLARS (\$243.50) be authorized from the DPW-PROPERTY Department's R & M-CITY HALL (14222-52502) appropriation in fiscal year 2027 for goods/services received in fiscal year 2026 which were unencumbered at the 2026 fiscal year end.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

78. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2027, ONE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SIXTY-NINE AND 40/100 Dollars (\$125,969.40) as follows:

FROM

11351-51107 PAY-ASSISTANT ACCOUNTANT	\$ 49,097.40
11351-51103 PAY-PROFESSIONAL ACCOUNTANT	76,472.00
11351-51400 PAY-LONGEVITY	400.00
TOTAL	\$125,969.40

TO:

11321-51107 PAY-ASSISTANT ACCOUNTANT	\$ 49,097.40
11321-51103 PAY-PROFESSIONAL ACCOUNTANT	76,472.00
11321-51400 PAY-LONGEVITY	400.00
TOTAL	\$125,969.40

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

79. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "ARSON WATCH REWARD PROGRAM, \$1,500.00, NO MATCH" grant, and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

80. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2027, EIGHT THOUSAND ONE HUNDRED AND 00/100 Dollars (\$8,100.00) as follows:

FROM

11351-51103 PAY-PROFESSIONAL ACCOUNTANT	\$8,100.00
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TOTAL	\$8,100.00
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TO:

11311-51101 PAY-CAFO	\$8,100.00
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TOTAL	\$8,100.00
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To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

81. DEVINE - That the City of Holyoke appropriates the amount of One Hundred Twenty Five Thousand (\$125,000) Dollars for the purpose of paying costs of conducting a Schematic Design Study at Maurice A Donahue Elementary School located at 210 Whiting Farms Road Holyoke MA 01040 for the potential of new windows and doors, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City of Holyoke has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of mayor Joshua Garcia.

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City of Holyoke acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City of Holyoke incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City of Holyoke; and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Holyoke and the MSBA.

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

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

82. DEVINE - ORDERED: That the City of Holyoke appropriates the amount of Seventy-Five Thousand (\$75,000) Dollars for the purpose of paying costs of conducting a Schematic Design Study at Lt. Elmer J. McMahon Elementary School located at 75 Kane Road Holyoke MA 01040 for the potential of new windows and doors, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City of Holyoke has applied for a grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended under the direction of mayor Joshua Garcia.

To meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under M.G.L. Chapter 44, or pursuant to any other enabling authority. The City of Holyoke acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA's Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City of Holyoke incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City of Holyoke; and that, if invited to collaborate with the MSBA on the proposed repair project, the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the City of Holyoke and the MSBA.

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

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

83. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2027, ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$150,000.00) as follows:

FROM

12101-51103 PAY-POLICE CAPTAIN	\$ 50,000.00
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12101-51105 PAY-POLICE SERGEANT	50,000.00
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12101-51107 PAY-PATROL OFFICERS	50,000.00
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TOTAL	\$150,000.00
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TO:

12101-51300 PAY-OVERTIME	\$150,000.00
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TOTAL	\$150,000.00
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To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Tuesday, August 4, 2026.

Joshua A Garcia, Mayor

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

40. The Committee on Ordinance to whom was referred an order that the City Council President establish by ordinance a temporary ad-hoc committee to expire/sunset by June 30, 2027 to study and provide an analysis on the potential impacts of commercial data center development in Holyoke, including electrical demand, water consumption, environmental impacts, tax revenue, economic development opportunities, zoning considerations, public safety concerns, and best practices adopted by other municipalities, and to make recommendations to the City Council regarding potential zoning and permitting requirements.

This Ad-Hoc Committee shall include one member from:

Holyoke Gas and Electric

Holyoke Water Works or Member of Water Commission

Massachusetts Green High-Performing Computing Center

Planning Board

Conservation Commission

Office of Planning and Development

Community Member or Resident appointed by the City Council President

City Council

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

Committee Members:

Meg Magrath-Smith

Linda Vacon

Israel Rivera

Mimi Panitch

Anne Thalheimer

UNDER DISCUSSION:

Councilor Magrath-Smith stated that many councilors and members of the public weighed in, with some things remaining the same from the order and some changes being made which was reflected in the legal language. She then explained that these changes included adding several community members and removing a Council member. She added that they discussed having a vacancy trigger to address how to handle attendance issues with members. She also noted that they discussed what role the Council's administrative assistant should play in supporting the ad hoc committee, which settled on not needing to attend meetings to take notes but would provide logistical support such as printing documents and posting agendas to the website. She then stated that following the meeting, she recognized there needed to be clarity over whether one of the members would be from the Planning Department or the Planning Board. She then stated that it might be a big lift to expect the Council President to appoint 7 community members and suggested making an amendment to instead have a separate committee made up of the Ward 1 and Ward 2 councilors, along with Councilor I. Rivera and Councilor Panitch.

Councilor Devine expressed concern that the order was taken away from the Council President and was disrespectful to her. She added that ordinance language was brought in that was drafted as a template from the Whiting Reservoir Study Committee. She then read from the proposed list of members in the original order. She also stated that she thought this was going to be about a moratorium, and that more information would be gathered to give everyone a better understanding of what a data center was. She then noted that an ad hoc committee was a temporary committee formed to focus on a specific task. She also expressed concern that people were already invited to participate in the discussion at the Ordinance Committee meeting. She also stated that she believed this was being made bigger than it needed to be. She also noted that Councilor I. Rivera made the point that the people in wards 1 and would have to live with this, but the committee appeared to going away from the original intent of the Council President. She

then made a motion to refer item 40 back to the Ordinance Committee. Councilor Anderson-Burgos seconded the motion.

Councilor I. Rivera stated that it was the communities in wards 1 and 2 that often bear the brunt of a lot of development that happens in the community and including them was not intended to disrespect the president. He added that decisions often get made with only suits in the room and without the people of the community in those rooms helping make the decisions that impact them.

Councilor Panitch suggested the need to avoid relitigating this now, adding that this could either be sent back to committee for redrafting the language or the new language could be amended into it and move forward. She then stated that this should be able to move forward as quickly as possible to get the ordinances rewritten so that any businesses that may be appropriate for Holyoke would be able to function. She also emphasized that this was not meant as disrespect for the City Council President but was an attempt to help her when she already had a difficult job.

Councilor Purcell stated that he agreed with what Councilor Panitch said and also agreed with the motion to send it back to committee.

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

Meeting adjourned at 8:38 p.m.

A handwritten signature in cursive script that reads "Brenna Murphy Leary". The signature is written in dark ink and is positioned below the text "Meeting adjourned at 8:38 p.m.".

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

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

SECTION 1. Section 86-321 entitled "Schedule I - Parking" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

DELETING:

Location	Side	From	To	Type
Northampton Street	Easterly	A point 25 feet southerly of Myrtle Ave.	A point 75 feet southerly	30-minute parking

ADDING:

Location	Side	From	To	Type
Northampton Street	Easterly	A point 35 feet southerly of Myrtle Ave.	A point 40 feet southerly	30- minute parking

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM: s/ Michael D. Bissonnette, Assistant Solicitor



MAYOR JOSHUA A. GARCIA

CITY OF HOLYOKE

RECEIVED

AUG 05 2026

Holyoke City Clerk's
Holyoke, MA

August 5, 2026

The Honorable City Councilors
City of Holyoke
Holyoke, MA 01040

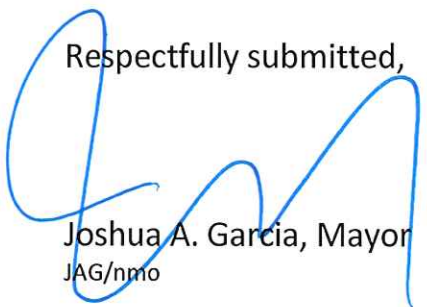
Dear Councilors,

Subject to your approval, I hereby appoint the following individual to serve as member of the Historical Commission for the City of Holyoke:

Ms. Amelia Mosley
140 Lincoln Street
Holyoke, MA 01040

Ms. Mosley will replace Mr. Christopher Gauthier and will serve the remainder of his term; said term will expire May 1, 2027.

Respectfully submitted,


Joshua A. Garcia, Mayor
JAG/nmo

CC: Amelia Mosley
Eric Nakajima



MAYOR JOSHUA A. GARCIA

CITY OF HOLYOKE

August 5, 2026

RECEIVED

AUG 05 2026

The Honorable City Councilors
City of Holyoke
Holyoke, MA 01040

Holyoke City Clerk's
Holyoke, MA

Dear Councilors,

Subject to your approval and in accordance with Chapter 18 Article III sec. 18-95, I hereby appoint the following individual to the Local Historic District Commission (Fairfield Avenue):

Ms. Amelia Mosley
140 Lincoln Street
Holyoke, MA 01040

Ms. Mosley will replace Joseph Mazzola and will serve a three-year term; said term will expire July 1, 2029.

Respectfully submitted,

Joshua A. Garcia, Mayor
JAG/nmo

CC: Amelia Mosley
Eric Nakajima



MAYOR JOSHUA A. GARCIA
CITY OF HOLYOKE

RECEIVED

AUG 06 2026

Holyoke City Clerk's
Holyoke, MA

August 6, 2026

The Honorable City Councilors
City of Holyoke
Holyoke, MA 01040

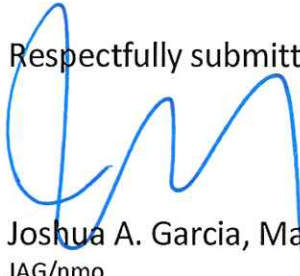
Honorable Councilors,

I hereby reappoint the following individual to the Local Historic District
Commission effective immediately:

Ms. Katie Hopkinson
87 Pearl Street
Holyoke, MA 01040

Ms. Hopkinson will serve a three-year term; said term will expire July 1, 2029.

Respectfully submitted,


Joshua A. Garcia, Mayor
JAG/nmo

CC: Katie Hopkinson
Eric Nakajima



MAYOR JOSHUA A. GARCIA

CITY OF HOLYOKE

RECEIVED

August 6, 2026

AUG 06 2026

Holyoke City Clerk's
Holyoke, MA

The Honorable City Council
City of Holyoke
Holyoke, MA 01040

Honorable City Council:

I hereby reappoint the following individual as a Commissioner of the
Licensing Board for the City of Holyoke:

Mr. Samuel Mateo, Jr
26 Orchard Street
Holyoke, MA 01040

Mr. Mateo will serve a six-year term; said term will expire on October 1,
2032.

Respectfully submitted,

Joshua A. Garcia, Mayor

Cc: Samuel Mateo, Jr.
Eric Nakajima
Human Resources



MAYOR JOSHUA A. GARCIA

CITY OF HOLYOKE
RECEIVED

August 18, 2026

AUG 18 2026

Honorable City Council
City of Holyoke – City Hall

Holyoke City Clerk's
Holyoke, MA

Re: Ordered, that the Honorable City Council review the ordinance that establishes the operating time frames for cannabis dispensaries.

Honorable City Councilors,

I am writing in support of establishing a temporary pilot program to extend the permitted operating hours for licensed adult-use cannabis retailers in the City of Holyoke.

Under the proposed pilot, cannabis retailers would be permitted to operate from 6:00 a.m. until 2:00 a.m. The pilot would run from September through December 2026, providing the City an opportunity to evaluate its impact, public safety implications, neighborhood effects, and the compliance of participating businesses. The City would also retain the ability to end the pilot hours at any point should concerns arise. I am in support of this because I recognize cannabis dispensaries have become increasingly competitive. Local retailers now compete with dispensaries in Springfield, Chicopee, West Springfield, other surrounding Massachusetts communities, and neighboring Connecticut. At the same time, Holyoke cannabis businesses are required to locate in industrially zoned areas, which can limit the visibility and traffic they receive compared with competitors located in more traditional retail corridors. A carefully monitored extension of operating hours could give Holyoke dispensaries an opportunity to distinguish themselves within the regional marketplace, increase sales, preserve existing jobs, create new employment opportunities, and generate additional local tax revenue. Extended hours could also better serve third-shift workers, travelers, and other consumers whose schedules do not conform to traditional business hours. From a public safety perspective, participating businesses would remain subject to all existing state and local security requirements, including surveillance, controlled access, employee identification, lighting, and inventory controls. Retailers participating in the pilot should also maintain adequate staffing, exterior lighting, appropriate security coverage, and open communication with the Holyoke Police Department throughout the pilot period. During the pilot period, we can evaluate actual data and community feedback before considering whether any permanent change is appropriate. That review could include calls for service, reported incidents, traffic concerns, neighborhood feedback, employment growth, tax revenue, and regulatory compliance.

Holyoke was an early leader in welcoming and regulating the legal cannabis industry in Massachusetts. This pilot provides an opportunity to continue that leadership while supporting local businesses, protecting jobs, strengthening the municipal tax base, and, most importantly, maintaining public safety and residents' quality of life. I respectfully ask the City Council to support this temporary pilot program and the opportunity it provides to evaluate extended operating hours based on actual outcomes and evidence.

Joshua A. Garcia, MPA
Mayor, City of Holyoke



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

August 12, 2026

VIA EMAIL ONLY

Linda Vacon
lindavac@aol.com

RE: Open Meeting Law Complaint

Dear Linda Vacon:

This office received a complaint from you on December 24, 2025,¹ alleging that the Holyoke City Council (the "Council") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Council on November 7,² and the Council responded by letter dated December 9.³ The complaint alleges that the Council deliberated after the adjournment of a meeting held on October 7. For the following reasons, we decline to review this complaint.

Open Meeting Law complaints must be filed with the chair of the public body within 30 days of the date of the alleged violation. G.L. c. 30A, § 23(b). If the alleged violation could not have been known at the time it occurred, then the complaint must be filed with the public body within 30 days of the date the alleged violation should reasonably have been discovered. 940 CMR 29.05(3). When reviewing the timeliness of a complaint we consider when the action that is alleged to have violated the Open Meeting Law was reasonably discoverable, not when an

¹ All dates are in 2025.

² The Council asserts in its response that the complaint was not filed with the Council until November 18. However, the complainant provided this office with a copy of an email that she sent to Council President Tessa Murphy-Romboletti and City Clerk Brenna Leary at 10:27 A.M. on November 7 that contained, as an attachment, a copy of the complaint at issue here. See 940 CMR 29.05(3) (for local public bodies, the complainant shall file the complaint with the chair of the public body, who shall disseminate copies of the complaint to the members of the public body, and shall also file a copy of the complaint with the municipal clerk). Thus, we find that the complaint was filed with the Council on November 7.

³ We remind the Council that the Open Meeting Law requires that within 14 business days of receipt of a complaint, the public body must meet to review the complaint's allegations; take remedial action, if appropriate; send to the complainant a response and a description of any remedial action taken; and send to the Attorney General a copy of the complaint and a description of any remedial action taken. G.L. c. 30A, § 23(b); 940 CMR 29.05(5).

individual complainant became aware of the action or of the requirements of the Open Meeting Law. See OML Declination 9-9-26 (Winchendon Board of Selectmen); OML Declination 4-17-24 (Monson Select Board); OML Declination 12-18-20 (Pembroke Board of Health).⁴ When an alleged violation occurs during an open session, the alleged violation is reasonably discoverable at the time it occurs. See OML Declination 11-27-23 (Wellfleet Selectboard); OML Declination 7-20-17 (Edgartown Planning Board); OML 2014-85, n.1.

Here, because the October 7 meeting took place entirely in open session, any allegations relating to that meeting should have been filed within 30 days of the meeting, that is, on or before November 6. Because your complaint was filed with the Council on November 7, 31 days after the meeting, we find your complaint untimely and decline to review it.

Strict enforcement of filing deadlines may sometimes produce harsh results, but, as the United States Supreme Court has said:

The notion that a filing deadline can be complied with by filing sometime after the deadline falls due is, to say the least, a surprising notion, and it is a notion without limiting principle. If 1-day late filings are acceptable, 10-day late filings might be equally acceptable, and so on in a cascade of exceptions that would engulf the rule erected by the filing deadline; yet regardless of where the cutoff line is set, some individuals will always fall just on the other side of it. Filing deadlines, like statutes of limitations, necessarily operate harshly and arbitrarily with respect to individuals who fall just on the other side of them, but if the concept of a filing deadline is to have any content, the deadline must be enforced. “Any less rigid standard would risk encouraging a lax attitude toward filing dates,” United States v. Boyle, 469 U.S. 241 at 249 (1985). A filing deadline cannot be complied with, substantially or otherwise, by filing late—even by one day.

U.S. v. Locke, 471 U.S. 84, 100-101 (1985); see also OML Declination 7-9-26 (Winchendon Board of Selectmen) (declining to review a complaint submitted 31 days after the alleged violation).

For the above reasons, we decline to review your complaint. We now consider this matter closed. Please feel free to contact the Division at (617) 963-2540 if you have any questions.

Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

Assisted by Ian Harvey, Legal Intern

⁴ Open Meeting Law determinations and declination letters can be found on the Attorney General’s website: <https://www.mass.gov/the-open-meeting-law>.

cc: Kathleen D. Degnan; Assistant City Solicitor (via email: degnank@holyoke.org)
Tessa R. Murphy-Romboletti; President, Holyoke City Council (via email: tessaforholyoke@gmail.com)
Holyoke City Clerk (via email: clerks@holyoke.org)

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
0000									
2 EXPENSES									
10002 59753 TRANS. TO DENTAL IN	373,750	0	373,750	14,932.68		.00	358,817.32	4.0%	
10002 59790 TRANS TO HEALTH INS	14,495,478	0	14,495,478	446,391.79		.00	14,049,086.21	3.1%	
TOTAL EXPENSES	14,869,228	0	14,869,228	461,324.47		.00	14,407,903.53	3.1%	
TOTAL	14,869,228	0	14,869,228	461,324.47		.00	14,407,903.53	3.1%	
1120 CITY COUNCIL									
1 PERSONAL SERVICES									
11121 51201 PAY-CITY COUNCILORS	131,000	0	131,000	21,833.26		.00	109,166.74	16.7%	
11121 51203 PAY-CLERK OF CITY C	4,000	0	4,000	666.66		.00	3,333.34	16.7%	
TOTAL PERSONAL SERVICES	135,000	0	135,000	22,499.92		.00	112,500.08	16.7%	
2 EXPENSES									
11122 53010 PROFESSIONAL SERVIC	150	0	150	.00		.00	150.00	.0%	
11122 53190 EDUCATION & TRAININ	3,000	0	3,000	.00		.00	3,000.00	.0%	
11122 53430 ADVERTISING	2,000	0	2,000	.00		.00	2,000.00	.0%	
11122 57100 IN-STATE TRAVEL	7,000	0	7,000	.00		.00	7,000.00	.0%	
TOTAL EXPENSES	12,150	0	12,150	.00		.00	12,150.00	.0%	
TOTAL CITY COUNCIL	147,150	0	147,150	22,499.92		.00	124,650.08	15.3%	
1210 MAYOR									
1 PERSONAL SERVICES									
11211 51101 PAY-MAYOR	100,385	0	100,385	12,692.29		.00	87,692.71	12.6%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11211 51102 PAY-EXECUTIVE ASSIS	56,553	0	56,553	7,221.47	.00	49,331.53	12.8%
11211 51103 PAY-AIDE TO MAYOR	49,933	0	49,933	6,702.72	.00	43,230.28	13.4%
11211 51276 CONTRACT NEGOTIATIO	43,023	0	43,023	.00	.00	43,023.00	.0%
11211 51400 PAY-LONGEVITY	675	0	675	.00	.00	675.00	.0%
TOTAL PERSONAL SERVICES	250,569	0	250,569	26,616.48	.00	223,952.52	10.6%
2 EXPENSES							
11212 53009 CONTRACTED SERVICES	150,000	0	150,000	3,031.74	46,968.26	100,000.00	33.3%
11212 53190 EDUCATION & TRAININ	1,700	0	1,700	.00	.00	1,700.00	.0%
11212 54200 OFFICE & PROF. SUPP	1,000	0	1,000	.00	725.00	275.00	72.5%
11212 57100 IN-STATE TRAVEL	600	0	600	.00	.00	600.00	.0%
11212 57300 DUES & SUBSCRIPTION	9,000	0	9,000	8,653.50	.00	346.50	96.2%
11212 57800 VIP RECEPTION(CH40/	1,000	0	1,000	170.33	.00	829.67	17.0%
TOTAL EXPENSES	163,300	0	163,300	11,855.57	47,693.26	103,751.17	36.5%
TOTAL MAYOR	413,869	0	413,869	38,472.05	47,693.26	327,703.69	20.8%
1310 ADMINISTRATION & FINANCE							
1 PERSONAL SERVICES							
11311 51101 PAY- CAFO	160,000	0	160,000	3,433.48	.00	156,566.52	2.1%
TOTAL PERSONAL SERVICES	160,000	0	160,000	3,433.48	.00	156,566.52	2.1%
TOTAL ADMINISTRATION & FINANCE	160,000	0	160,000	3,433.48	.00	156,566.52	2.1%
1320 COMPTROLLER							
1 PERSONAL SERVICES							
11321 51101 PAY- COMPTROLLER	115,000	0	115,000	14,668.91	.00	100,331.09	12.8%
TOTAL PERSONAL SERVICES	115,000	0	115,000	14,668.91	.00	100,331.09	12.8%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED

2 EXPENSES

11322 53190 EDUCATION & TRAININ	0	1,500	1,500		.00	.00	1,500.00	.0%
11322 54200 OFFICE & PROF. SUPP	0	250	250		.00	.00	250.00	.0%
11322 57000 OTHER CHARGES & EXP	10,000	-2,950	7,050		.00	.00	7,050.00	.0%
11322 57100 IN-STATE TRAVEL	0	500	500		.00	.00	500.00	.0%
11322 57300 DUES & SUBSCRIPTION	0	700	700		115.00	.00	585.00	16.4%
TOTAL EXPENSES	10,000	0	10,000		115.00	.00	9,885.00	1.2%
TOTAL COMPTROLLER	125,000	0	125,000	14,783.91		.00	110,216.09	11.8%

1350 CITY AUDITOR**1 PERSONAL SERVICES**

11351 51101 PAY-AUDITOR	120,847	0	120,847	15,307.82		.00	105,539.18	12.7%
11351 51103 PAY-PROFESSIONAL AC	84,572	0	84,572		.00	.00	84,572.00	.0%
11351 51107 PAY-ASSISTANT ACCOU	61,463	0	61,463	7,699.25		.00	53,763.75	12.5%
11351 51400 PAY-LONGEVITY	400	0	400		.00	.00	400.00	.0%
TOTAL PERSONAL SERVICES	267,282	0	267,282	23,007.07		.00	244,274.93	8.6%

2 EXPENSES

11352 53010 PROFESSIONAL ACCT/A	165,000	0	165,000		.00	.00	165,000.00	.0%
11352 53030 PRINT/BIND/MICROFIL	250	-55	195		.00	.00	195.00	.0%
11352 53190 EDUCATION & TRAININ	2,280	0	2,280		.00	1,870.00	410.00	82.0%
11352 54200 OFFICE & PROF. SUPP	250	0	250		.00	.00	250.00	.0%
11352 57100 IN-STATE TRAVEL	600	0	600		.00	.00	600.00	.0%
11352 57300 DUES & SUBSCRIPTION	600	55	655		.00	320.00	335.00	48.9%
TOTAL EXPENSES	168,980	0	168,980		.00	2,190.00	166,790.00	1.3%
TOTAL CITY AUDITOR	436,262	0	436,262	23,007.07		2,190.00	411,064.93	5.8%

1380 PROCUREMENT**1 PERSONAL SERVICES**

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11381 51101 PAY-CHIEF PROCUREMENT	91,807	0	91,807	11,607.82	.00	80,199.18	12.6%
11381 51104 PAY-HEAD CLERK	48,000	0	48,000	.00	.00	48,000.00	.0%
11381 51105 PAY-ACCTS. PAY. SPE	57,021	0	57,021	6,991.05	.00	50,029.95	12.3%
11381 51400 PAY-LONGEVITY	400	0	400	.00	.00	400.00	.0%
11381 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
11381 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
11381 51530 PAY-FAMILY & MEDICA	1	0	1	218.47	.00	-217.47*****%	
11381 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	197,232	0	197,232	18,817.34	.00	178,414.66	9.5%

2 EXPENSES

11382 52440 LEASE AGREEMENTS CO	62,000	0	62,000	.00	55,000.00	7,000.00	88.7%
11382 53190 EDUCATION & TRAININ	500	0	500	.00	.00	500.00	.0%
11382 53410 TELEPHONE USAGE CHA	95,000	0	95,000	5,581.86	66,968.54	22,449.60	76.4%
11382 53430 ADVERTISING	8,000	0	8,000	678.40	7,321.60	.00	100.0%
11382 54205 CENTRAL OFFICE SUPP	18,000	0	18,000	1,765.70	8,234.30	8,000.00	55.6%
11382 57100 IN-STATE TRAVEL	2,000	0	2,000	101.00	1,399.00	500.00	75.0%
11382 57300 DUES & SUBSCRIPTION	500	0	500	.00	.00	500.00	.0%
11382 57400 INSURANCE	250	0	250	.00	.00	250.00	.0%
TOTAL EXPENSES	186,250	0	186,250	8,126.96	138,923.44	39,199.60	79.0%
TOTAL PROCUREMENT	383,482	0	383,482	26,944.30	138,923.44	217,614.26	43.3%

1410 ASSESSORS**1 PERSONAL SERVICES**

11411 51101 PAY-ASSESSOR	67,135	0	67,135	8,488.30	.00	58,646.70	12.6%
11411 51102 PAY-ASSISTANT ASSES	59,287	0	59,287	7,471.79	.00	51,815.21	12.6%
11411 51105 PAY-CHIEF ASSESS/AP	96,851	0	96,851	12,210.61	.00	84,640.39	12.6%
11411 51400 PAY-LONGEVITY	1,950	0	1,950	.00	.00	1,950.00	.0%
11411 51530 PAY-FAMILY & MEDICA	0	0	0	24.16	.00	-24.16	100.0%
11411 51910 PAY-CERTIFICATION S	1,000	0	1,000	127.86	.00	872.14	12.8%
TOTAL PERSONAL SERVICES	226,223	0	226,223	28,322.72	.00	197,900.28	12.5%

2 EXPENSES

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11412 53010 PROF. ASSESSMENT SE	42,500	0	42,500	3,000.00	18,000.00	21,500.00	49.4%
11412 53190 EDUCATION & TRAININ	2,500	0	2,500	775.00	.00	1,725.00	31.0%
11412 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00	250.00	.0%
11412 57100 IN-STATE TRAVEL	1,750	0	1,750	370.38	.00	1,379.62	21.2%
11412 57300 DUES & SUBSCRIPTION	360	0	360	300.00	.00	60.00	83.3%
TOTAL EXPENSES	47,360	0	47,360	4,445.38	18,000.00	24,914.62	47.4%
TOTAL ASSESSORS	273,583	0	273,583	32,768.10	18,000.00	222,814.90	18.6%

1450 CITY TREASURER**1 PERSONAL SERVICES**

11451 51101 PAY-TREASURER	27,014	0	27,014	13,332.12	.00	13,681.88	49.4%
11451 51108 PAY-ASSISTANT TREAS	59,977	0	59,977	7,528.21	.00	52,448.79	12.6%
11451 51125 PAY-ADMINISTRATIVE	41,857	0	41,857	5,292.17	.00	36,564.83	12.6%
11451 51131 PAY-SR PAYROLL SPEC	62,374	0	62,374	7,815.65	.00	54,558.35	12.5%
11451 51132 PAY-PAYROLL SPECIAL	57,785	0	57,785	.00	.00	57,785.00	.0%
11451 51300 PAY-OVERTIME	0	0	0	591.44	.00	-591.44	100.0%
11451 51400 PAY-LONGEVITY	1,200	0	1,200	.00	.00	1,200.00	.0%
TOTAL PERSONAL SERVICES	250,207	0	250,207	34,559.59	.00	215,647.41	13.8%

2 EXPENSES

11452 52400 R & M - OFFICE EQUI	2,500	0	2,500	.00	.00	2,500.00	.0%
11452 53010 PROFESSIONAL SERVIC	55,000	0	55,000	.00	45,000.00	10,000.00	81.8%
11452 53030 PRINT/BIND/MICROFIL	5,000	0	5,000	.00	.00	5,000.00	.0%
11452 53040 BORROWING CERTIFICA	5,000	0	5,000	.00	.00	5,000.00	.0%
11452 53050 LAND COURT FILINGS	80,000	0	80,000	.00	.00	80,000.00	.0%
11452 53055 REGISTER OF DEEDS F	6,000	0	6,000	420.00	630.00	4,950.00	17.5%
11452 53060 BANKING SERVICES	35,000	0	35,000	.00	.00	35,000.00	.0%
11452 53100 FSA ADMINISTRATION	25,000	0	25,000	.00	.00	25,000.00	.0%
11452 53190 EDUCATION & TRAININ	2,125	0	2,125	.00	.00	2,125.00	.0%
11452 53420 POSTAGE	100,000	0	100,000	.00	.00	100,000.00	.0%
11452 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00	250.00	.0%
11452 55820 DATA PROCESSING-PAY	2,000	0	2,000	.00	.00	2,000.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11452 56000 TAX LIABILITY/PENAL	1,000	0	1,000	.00	.00	1,000.00	.0%
11452 57100 IN-STATE TRAVEL	1,000	0	1,000	.00	.00	1,000.00	.0%
11452 57300 DUES & SUBSCRIPTION	500	0	500	.00	.00	500.00	.0%
11452 57400 SURETY BOND	1,200	0	1,200	.00	.00	1,200.00	.0%
TOTAL EXPENSES	321,575	0	321,575	420.00	45,630.00	275,525.00	14.3%
TOTAL CITY TREASURER	571,782	0	571,782	34,979.59	45,630.00	491,172.41	14.1%

1460 TAX COLLECTOR

1 PERSONAL SERVICES

11461 51101 PAY-TAX COLLECTOR	116,020	0	116,020	14,430.41	.00	101,589.59	12.4%
11461 51107 PAY-REVENUE COLLECT	95,134	0	95,134	11,942.65	.00	83,191.35	12.6%
11461 51108 PAY-ASSISTANT TAX C	66,033	0	66,033	8,295.28	.00	57,737.72	12.6%
11461 51400 PAY-LONGEVITY	900	0	900	.00	.00	900.00	.0%
11461 51910 PAY-CERTIFICATION S	1,000	0	1,000	127.04	.00	872.96	12.7%
TOTAL PERSONAL SERVICES	279,087	0	279,087	34,795.38	.00	244,291.62	12.5%

2 EXPENSES

11462 53010 TAX TITLE CERTIFICA	13,000	0	13,000	1,470.00	-1,470.00	13,000.00	.0%
11462 53085 DEPUTY COLLECTOR SE	0	0	0	1,234.00	-7,285.00	6,051.00	100.0%
11462 53100 OTHER CONTRACT SERV	2,000	0	2,000	.00	.00	2,000.00	.0%
11462 53190 EDUCATION & TRAININ	2,500	0	2,500	250.00	102.59	2,147.41	14.1%
11462 53430 ADVERTISING	8,000	0	8,000	.00	.00	8,000.00	.0%
11462 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00	250.00	.0%
11462 54210 PARKING TICKETS	4,000	0	4,000	.00	.00	4,000.00	.0%
11462 57100 IN-STATE TRAVEL	1,460	0	1,460	.00	.00	1,460.00	.0%
11462 57300 DUES & SUBSCRIPTION	160	0	160	160.00	.00	.00	100.0%
11462 57400 INSURANCE	800	0	800	.00	.00	800.00	.0%
TOTAL EXPENSES	32,170	0	32,170	3,114.00	-8,652.41	37,708.41	-17.2%
TOTAL TAX COLLECTOR	311,257	0	311,257	37,909.38	-8,652.41	282,000.03	9.4%

1510 CITY SOLICITOR

1 PERSONAL SERVICES

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11511 51101 PAY-SOLICITOR	131,588	0	131,588	16,883.36	.00	114,704.64	12.8%
11511 51102 PAY-ASSISTANT SOLIC	209,844	0	209,844	22,906.28	.00	186,937.72	10.9%
11511 51103 PAY-ASSOCIATE SOLIC	42,000	0	42,000	.00	.00	42,000.00	.0%
11511 51108 PAY-PARALEGAL	60,532	0	60,532	7,729.73	.00	52,802.27	12.8%
11511 51201 PAY-PT ASSISTANT SO	51,957	0	51,957	9,624.44	.00	42,332.56	18.5%
11511 51500 PAY-VACATION BUYBAC	0	0	0	185.75	.00	-185.75	100.0%
TOTAL PERSONAL SERVICES	495,921	0	495,921	57,329.56	.00	438,591.44	11.6%

2 EXPENSES

11512 52400 R & M - OFFICE EQUI	200	0	200	.00	99.00	101.00	49.5%
11512 53006 PROFESSIONAL SERVIC	30,000	0	30,000	5,300.00	.00	24,700.00	17.7%
11512 53010 SPECIAL COUNSEL SER	80,000	0	80,000	4,000.00	44,000.00	32,000.00	60.0%
11512 53190 EDUCATION & TRAININ	500	0	500	203.50	.00	296.50	40.7%
11512 54200 OFFICE & PROF. SUPP	250	0	250	.00	27.96	222.04	11.2%
11512 57100 IN-STATE TRAVEL	1,800	0	1,800	.00	.00	1,800.00	.0%
11512 57300 DUES & SUBSCRIPTION	8,000	0	8,000	300.00	.00	7,700.00	3.8%
11512 57600 LITIGATION	7,000	0	7,000	.00	.00	7,000.00	.0%
TOTAL EXPENSES	127,750	0	127,750	9,803.50	44,126.96	73,819.54	42.2%
TOTAL CITY SOLICITOR	623,671	0	623,671	67,133.06	44,126.96	512,410.98	17.8%

1520 PERSONNEL ADMINISTRATION**1 PERSONAL SERVICES**

11521 51101 PAY-PERSON. ADMINIS	115,969	0	115,969	14,841.08	.00	101,127.92	12.8%
11521 51102 PAY-PERSONNEL ASSIS	122,958	0	122,958	15,632.71	.00	107,325.63	12.7%
11521 51104 PAY-HEAD ADMINISTRA	43,378	0	43,378	5,484.54	.00	37,893.12	12.6%
11521 51201 PAY-LABOR SERV. DIR	1,050	0	1,050	135.54	.00	914.46	12.9%
11521 51400 PAY-LONGEVITY	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL PERSONAL SERVICES	284,355	0	284,355	36,093.87	.00	248,261.13	12.7%

2 EXPENSES

11522 52400 R & M - OFFICE EQUI	2,500	0	2,500	.00	.00	2,500.00	.0%
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FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
11522 53009 CONTRACTED PROF. SE	4,500	0	4,500	.00	.00	4,500.00	.0%	
11522 53010 PROF.SERV.-EMPLOYEE	1,450	0	1,450	.00	.00	1,450.00	.0%	
11522 53011 PROF.SERV.-EMPLOYEE	16,680	0	16,680	2,780.00	13,900.00	.00	100.0%	
11522 53190 EDUCATION & TRAININ	5,000	0	5,000	400.00	.00	4,600.00	8.0%	
11522 53430 ADVERTISING	3,000	0	3,000	115.00	115.00	2,770.00	7.7%	
11522 54200 OFFICE & PROF. SUPP	250	0	250	.00	71.93	178.07	28.8%	
11522 57100 IN-STATE TRAVEL	1,000	0	1,000	279.26	.00	720.74	27.9%	
11522 57300 DUES & SUBSCRIPTION	600	0	600	.00	.00	600.00	.0%	
TOTAL EXPENSES	34,980	0	34,980	3,574.26	14,086.93	17,318.81	50.5%	
TOTAL PERSONNEL ADMINISTRATION	319,335	0	319,335	39,668.13	14,086.93	265,579.94	16.8%	
1550 DATA PROCESSING								
1 PERSONAL SERVICES								
11551 51101 PAY-D.P. SYSTEMS MA	115,000	0	115,000	.00	.00	115,000.00	.0%	
TOTAL PERSONAL SERVICES	115,000	0	115,000	.00	.00	115,000.00	.0%	
2 EXPENSES								
11552 53010 PROFESSIONAL CONSUL	500,000	0	500,000	.00	.00	500,000.00	.0%	
11552 53100 SOFTWARE LICENSE/US	350,000	0	350,000	125,895.83	75,401.46	148,702.71	57.5%	
11552 53180 SYSTEM HARD/SOFTWARE	110,000	0	110,000	15,193.84	29,968.93	64,837.23	41.1%	
TOTAL EXPENSES	960,000	0	960,000	141,089.67	105,370.39	713,539.94	25.7%	
TOTAL DATA PROCESSING	1,075,000	0	1,075,000	141,089.67	105,370.39	828,539.94	22.9%	
1570 ADMIN. ASSIST. TO CITY COUNCIL								
1 PERSONAL SERVICES								
11571 51101 PAY-ADMIN.ASSIST.TO	52,996	0	52,996	6,767.26	.00	46,228.74	12.8%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
11571 51500 PAY-VACATION BUYBAC	1	0	1		.00	.00	1.00	.0%	
11571 51510 PAY-SICK LEAVE BUYB	1	0	1		.00	.00	1.00	.0%	
11571 51530 PAY-FAMILY & MEDICA	1	0	1		.00	.00	1.00	.0%	
11571 51996 WORKERS COMP WAGE B	1	0	1		.00	.00	1.00	.0%	
TOTAL PERSONAL SERVICES	53,000	0	53,000	6,767.26		.00	46,232.74	12.8%	
2 EXPENSES									
11572 54200 OFFICE & PROF. SUPP	300	0	300		.00	.00	300.00	.0%	
TOTAL EXPENSES	300	0	300		.00	.00	300.00	.0%	
TOTAL ADMIN. ASSIST. TO CITY COUNCIL	53,300	0	53,300	6,767.26		.00	46,532.74	12.7%	
1610 CITY CLERK									
1 PERSONAL SERVICES									
11611 51101 PAY-CLERK	88,339	0	88,339	11,205.12		.00	77,133.88	12.7%	
11611 51102 PAY-ASSISTANT CLERK	65,576	0	65,576	8,218.60		.00	57,357.40	12.5%	
11611 51105 PAY-2ND ASSISTANT C	57,245	0	57,245	7,184.05		.00	50,060.95	12.5%	
11611 51126 PAY-SR ADMINISTRATI	48,928	0	48,928	6,186.21		.00	42,741.79	12.6%	
11611 51201 PAY-P.T.PRINCIPAL C	5,025	0	5,025	.00		.00	5,025.00	.0%	
11611 51210 ELECTION OFFICERS	35,000	0	35,000	.00		.00	35,000.00	.0%	
11611 51240 PAY-TEMPORARY/SEASO	650	0	650	.00		.00	650.00	.0%	
11611 51250 PAY-EXTRA CLERICAL	2,000	0	2,000	.00		.00	2,000.00	.0%	
11611 51300 PAY-OVERTIME	6,000	0	6,000	.00		.00	6,000.00	.0%	
11611 51400 PAY-LONGEVITY	1,475	0	1,475	400.00		.00	1,075.00	27.1%	
11611 51530 PAY-FAMILY & MEDICA	0	0	0	72.74		.00	-72.74	100.0%	
TOTAL PERSONAL SERVICES	310,238	0	310,238	33,266.72		.00	276,971.28	10.7%	
2 EXPENSES									
11612 52400 R & M - OFFICE EQUI	1,300	0	1,300	.00		.00	1,300.00	.0%	
11612 52420 R & M - OTHER	10,000	0	10,000	4,200.00		.00	5,800.00	42.0%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11612 52700 EQUIPMENT/BLDG. REN	1,800	0	1,800	.00	.00	1,800.00	.0%
11612 53010 RECORDS RETENTION	2,000	0	2,000	.00	.00	2,000.00	.0%
11612 53020 ORDINANCE CODIFICAT	6,000	0	6,000	.00	.00	6,000.00	.0%
11612 53030 PRINT/BIND/MICROFIL	15,000	0	15,000	1,552.00	506.00	12,942.00	13.7%
11612 53100 OTHER SERVICES	2,000	0	2,000	.00	.00	2,000.00	.0%
11612 53190 EDUCATION & TRAININ	500	0	500	.00	.00	500.00	.0%
11612 53410 TELEPHONE USAGE CHA	2,500	0	2,500	.00	.00	2,500.00	.0%
11612 53420 POSTAGE	14,000	0	14,000	.00	.00	14,000.00	.0%
11612 53430 ADVERTISING	300	0	300	.00	.00	300.00	.0%
11612 54200 OFFICE & PROF. SUPP	500	0	500	30.42	214.31	255.27	48.9%
11612 57100 IN-STATE TRAVEL	1,500	0	1,500	.00	.00	1,500.00	.0%
11612 57300 DUES & SUBSCRIPTION	550	0	550	.00	.00	550.00	.0%
11612 57303 ANIMAL SYSTEM MODUL	3,000	0	3,000	5.25	194.75	2,800.00	6.7%
TOTAL EXPENSES	60,950	0	60,950	5,787.67	915.06	54,247.27	11.0%
TOTAL CITY CLERK	371,188	0	371,188	39,054.39	915.06	331,218.55	10.8%

1630 VOTER REGISTRATION

1 PERSONAL SERVICES

11631 51103 PAY-ASSIST. REGISTR	56,528	0	56,528	7,147.04	.00	49,380.96	12.6%
11631 51201 PAY-REGISTRAR COMMI	5,025	0	5,025	737.33	.00	4,287.67	14.7%
11631 51250 PAY-TEMPORARY/SEASO	5,000	0	5,000	656.00	.00	4,344.00	13.1%
11631 51300 PAY-OVERTIME	2,000	0	2,000	.00	.00	2,000.00	.0%
11631 51400 PAY-LONGEVITY	400	0	400	.00	.00	400.00	.0%
TOTAL PERSONAL SERVICES	68,953	0	68,953	8,540.37	.00	60,412.63	12.4%

2 EXPENSES

11632 53020 CENSUS	8,000	0	8,000	.00	.00	8,000.00	.0%
11632 53030 PRINT/BIND/MICROFIL	300	0	300	.00	.00	300.00	.0%
11632 53420 POSTAGE	500	0	500	.00	.00	500.00	.0%
11632 54200 OFFICE & PROF. SUPP	200	0	200	65.56	.00	134.44	32.8%
TOTAL EXPENSES	9,000	0	9,000	65.56	.00	8,934.44	.7%
TOTAL VOTER REGISTRATION	77,953	0	77,953	8,605.93	.00	69,347.07	11.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
1710 CONSERVATION								
1 PERSONAL SERVICES								
11711 51101 PAY-CONSERVATION OF	70,621	0	70,621	8,884.64	.00		61,736.36	12.6%
11711 51102 PAY-CONSERVATION PL	66,910	0	66,910	.00	.00		66,910.00	.0%
11711 51400 PAY-LONGEVITY	500	0	500	.00	.00		500.00	.0%
11711 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00		1.00	.0%
11711 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00		1.00	.0%
11711 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00		1.00	.0%
11711 51850 PAY-AUTO ALLOWANCE	2,820	0	2,820	470.00	.00		2,350.00	16.7%
11711 51996 WORKERS COMP WAGE B	1	0	1	.00	.00		1.00	.0%
TOTAL PERSONAL SERVICES	140,855	0	140,855	9,354.64	.00		131,500.36	6.6%
2 EXPENSES								
11712 53010 PROFESSIONAL SERVIC	50	0	50	.00	.00		50.00	.0%
11712 53100 CONSERVATION RESTRI	500	0	500	.00	.00		500.00	.0%
11712 53190 EDUCATION & TRAININ	700	0	700	.00	.00		700.00	.0%
11712 53430 ADVERTISING	50	0	50	.00	.00		50.00	.0%
11712 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00		250.00	.0%
11712 57100 IN-STATE TRAVEL	100	0	100	.00	.00		100.00	.0%
11712 57300 DUES & SUBSCRIPTION	450	0	450	448.00	.00		2.00	99.6%
TOTAL EXPENSES	2,100	0	2,100	448.00	.00		1,652.00	21.3%
TOTAL CONSERVATION	142,955	0	142,955	9,802.64	.00		133,152.36	6.9%
1750 CITY PLANNING								
1 PERSONAL SERVICES								
11751 51101 PAY- DIRECTOR	101,422	0	101,422	12,759.91	.00		88,662.09	12.6%
11751 51102 PAY-ASST DIR ECON D	83,099	0	83,099	4,138.91	.00		78,960.09	5.0%
11751 51106 PAY-PLANNER I	59,128	0	59,128	8,190.03	.00		50,937.97	13.9%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11751 51108 PAY-ASST DIRECTOR P	83,099	0	83,099	10,506.63	.00	72,592.37	12.6%
11751 51109 PAY-SR. PLANNER	59,298	0	59,298	6,753.51	.00	52,544.65	11.4%
11751 51112 PAY-LICENSING AGENT	50,956	0	50,956	6,442.57	.00	44,513.43	12.6%
11751 51125 PAY-ADMINISTRATIVE	48,001	0	48,001	5,984.25	.00	42,016.75	12.5%
11751 51129 PAY - ECONOMIC DEV	45,730	0	45,730	.00	.00	45,730.00	.0%
11751 51201 PAY-LICENSE COMMISS	2,800	0	2,800	466.66	.00	2,333.34	16.7%
11751 51223 PAY - DEVELOP SPECI	59,003	0	59,003	.00	.00	59,003.00	.0%
11751 51300 PAY-OVERTIME	5,000	0	5,000	155.25	.00	4,844.75	3.1%
11751 51400 PAY-LONGEVITY	3,900	0	3,900	400.00	.00	3,500.00	10.3%
11751 51530 PAY-FAMILY & MEDICA	0	0	0	6,367.72	.00	-6,367.72	100.0%
TOTAL PERSONAL SERVICES	601,436	0	601,436	62,165.44	.00	539,270.72	10.3%

2 EXPENSES

11752 53010 OTHER CONTRACTED SE	1	1,000	1,001	1,584.00	-1,584.00	1,001.00	.0%
11752 53020 PARCEL MAPPING SERV	11,500	0	11,500	2,675.00	.00	8,825.00	23.3%
11752 53030 PRINT/BIND/MICROFIL	200	0	200	.00	.00	200.00	.0%
11752 53166 HISTORIC PROGRAM CO	7,700	0	7,700	.00	.00	7,700.00	.0%
11752 53190 EDUCATION & TRAININ	3,000	-1,000	2,000	.00	.00	2,000.00	.0%
11752 53430 ADVERTISING	500	0	500	.00	.00	500.00	.0%
11752 54200 OFFICE & PROF. SUPP	200	0	200	.00	.00	200.00	.0%
11752 56900 PIONEER VALLEY PLAN	7,518	0	7,518	.00	.00	7,518.00	.0%
11752 57100 IN-STATE TRAVEL	1,800	0	1,800	.00	.00	1,800.00	.0%
11752 57300 DUES & SUBSCRIPTION	650	0	650	.00	.00	650.00	.0%
11752 57615 DEP COMPLIANCE FEES	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL EXPENSES	34,069	0	34,069	4,259.00	-1,584.00	31,394.00	7.9%
TOTAL CITY PLANNING	635,505	0	635,505	66,424.44	-1,584.00	570,664.72	10.2%

2100 POLICE**1 PERSONAL SERVICES**

12101 51101 PAY-POLICE CHIEF	157,500	0	157,500	21,907.00	.00	135,593.00	13.9%
12101 51103 PAY-POLICE CAPTAIN	539,669	0	539,669	57,346.91	.00	482,322.09	10.6%
12101 51104 PAY-POLICE LIEUTENA	942,392	0	942,392	112,052.46	.00	830,339.54	11.9%
12101 51105 PAY-POLICE SERGEANT	1,529,952	-12,361	1,517,591	139,441.01	.00	1,378,150.21	9.2%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12101 51107 PAY-PATROL OFFICERS	6,466,541	-12,823	6,453,718	665,501.48	.00	5,788,216.24	10.3%
12101 51109 PAY-POLICE RESERVES	50,000	0	50,000	5,532.21	.00	44,467.79	11.1%
12101 51110 PAY-SENIOR CLERK/TY	490,233	0	490,233	54,929.73	.00	435,303.27	11.2%
12101 51117 PAY- E-911 DISPATCH	641,725	0	641,725	63,094.65	.00	578,630.35	9.8%
12101 51118 PAY-ADMIN.ASST.TO P	48,101	0	48,101	6,142.22	.00	41,958.78	12.8%
12101 51123 PAY-BOOKKEEPER	70,037	0	70,037	8,587.63	.00	61,449.37	12.3%
12101 51132 PAY-CRIME ANALYST	72,739	0	72,739	.00	.00	72,739.00	.0%
12101 51180 PAY-INJURED ON DUTY	0	25,184	25,184	40,210.54	.00	-15,026.48	159.7%
12101 51203 PAY-E-911 DISPATCH	10,000	0	10,000	.00	.00	10,000.00	.0%
12101 51300 PAY-OVERTIME	150,000	0	150,000	134,358.14	.00	15,641.86	89.6%
12101 51320 PARADE OVERTIME	70,000	0	70,000	.00	.00	70,000.00	.0%
12101 51321 SPECIAL EVENTS - OV	70,000	0	70,000	57,614.41	.00	12,385.59	82.3%
12101 51322 ELECTIONS OVERTIME	20,000	0	20,000	.00	.00	20,000.00	.0%
12101 51323 SNOW/OTHER OVERTIME	8,000	0	8,000	.00	.00	8,000.00	.0%
12101 51400 PAY-LONGEVITY	155,000	0	155,000	23,863.84	.00	131,136.16	15.4%
12101 51410 PAY-HOLIDAY BONUS	65,000	0	65,000	4,540.00	.00	60,460.00	7.0%
12101 51440 PAY-SICK LEAVE BUYB	75,000	0	75,000	6,200.85	.00	68,799.15	8.3%
12101 51500 PAY-VACATION BUYBAC	0	0	0	782.40	.00	-782.40	100.0%
12101 51505 PAY-TIME OWED BUYBA	116,000	0	116,000	.00	.00	116,000.00	.0%
12101 51510 PAY-SICK LEAVE BUYB	400,000	0	400,000	.00	.00	400,000.00	.0%
12101 51520 PAY-HOLIDAY DIFFERE	450,000	0	450,000	978.00	.00	449,022.00	.2%
12101 51590 PAY-COURT APPEARANC	60,000	0	60,000	4,730.20	.00	55,269.80	7.9%
12101 51830 PAY-CLOTHING ALLOW/	0	0	0	954.03	.00	-954.03	100.0%
12101 51900 PAY-IN-SERVICE TRAI	62,036	0	62,036	6,205.43	.00	55,830.57	10.0%
12101 51912 PAY- P.O.S.T. STIPE	4,725	0	4,725	628.69	.00	4,096.31	13.3%
12101 51913 PAY-CHIEF CERT STIP	2,500	0	2,500	.00	.00	2,500.00	.0%
12101 51915 PAY-CONTRACT ED. PL	262,300	0	262,300	30,532.25	.00	231,767.75	11.6%
12101 51920 PAY-QUINN BILL ED.	485,000	0	485,000	58,696.44	.00	426,303.56	12.1%
TOTAL PERSONAL SERVICES	13,474,450	0	13,474,450	1,504,830.52	.00	11,969,619.48	11.2%

2 EXPENSES

12102 52100 ENERGY-GAS/OIL/ELEC	168,461	0	168,461	.00	75,007.83	93,453.47	44.5%
12102 52300 WATER & SEWER	1,800	0	1,800	.00	.00	1,800.00	.0%
12102 52400 R & M - OFFICE EQUI	4,500	0	4,500	.00	.00	4,500.00	.0%
12102 52410 R & M - VEHICLES	80,000	0	80,000	.00	1,979.45	78,020.55	2.5%
12102 52420 R & M - OTHER	3,000	0	3,000	.00	.00	3,000.00	.0%
12102 52500 R & M - BLDGS. & GR	60,000	0	60,000	7,878.35	.00	52,121.65	13.1%
12102 53010 DATA MAINTENANCE SE	350,000	0	350,000	14,377.76	73,587.49	262,034.75	25.1%
12102 53030 PRINT/BIND/MICROFIL	4,000	0	4,000	.00	220.00	3,780.00	5.5%
12102 53120 CARE OF PRISONERS	5,000	0	5,000	890.00	-400.00	4,510.00	9.8%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12102 53125 DRUG TESTING	9,000	0	9,000	.00	.00	9,000.00	.0%
12102 53190 EDUCATION & TRAININ	100,000	0	100,000	2,658.65	647.00	96,694.35	3.3%
12102 53210 MEDICAL COSTS	25,000	0	25,000	1,000.00	.00	24,000.00	4.0%
12102 53410 TELEPHONE USAGE CHA	32,000	0	32,000	1,219.93	16,972.13	13,807.94	56.9%
12102 53420 POSTAGE	1,800	0	1,800	21.82	.00	1,778.18	1.2%
12102 54200 OFFICE & PROF. SUPP	30,000	0	30,000	827.91	2,176.17	26,995.92	10.0%
12102 54220 SUPPLIES - OTHER	20,000	0	20,000	1,657.50	380.31	17,962.19	10.2%
12102 54221 SUPPLIES - AMMUNITI	75,000	0	75,000	48,154.95	-48,154.95	75,000.00	.0%
12102 54800 MOTOR VEHICLE FUEL	130,000	0	130,000	.00	.00	130,000.00	.0%
12102 54830 SUPPLIES - MOTOR VE	80,000	0	80,000	861.99	.00	79,138.01	1.1%
12102 55830 CLOTHING REIMBURSEM	6,000	0	6,000	.00	.00	6,000.00	.0%
12102 55860 PERSONNEL EQUIPMENT	60,000	0	60,000	6,071.18	-4,190.51	58,119.33	3.1%
12102 55861 AUXILIARY	6,000	0	6,000	.00	5,389.00	611.00	89.8%
12102 57100 IN-STATE TRAVEL	4,500	0	4,500	.00	.00	4,500.00	.0%
12102 57300 DUES & SUBSCRIPTION	3,750	0	3,750	2,120.00	269.46	1,360.54	63.7%
12102 57301 LEGAL DEFENSE FUND	4,000	0	4,000	155.00	.00	3,845.00	3.9%
12102 57302 REFORM BILL CERTIFI	2,900	0	2,900	.00	.00	2,900.00	.0%
TOTAL EXPENSES	1,266,711	0	1,266,711	87,895.04	123,883.38	1,054,932.88	16.7%
TOTAL POLICE	14,741,161	0	14,741,161	1,592,725.56	123,883.38	13,024,552.36	11.6%

2200 FIRE**1 PERSONAL SERVICES**

12201 51101 PAY-FIRE CHIEF	156,166	0	156,166	18,733.09	.00	137,432.91	12.0%
12201 51102 PAY-DEPUTY FIRE CHI	605,220	0	605,220	71,558.96	.00	533,661.04	11.8%
12201 51103 PAY-FIRE CAPTAIN	799,099	0	799,099	94,208.31	.00	704,890.69	11.8%
12201 51104 PAY-FIRE LIEUTENANT	1,939,955	0	1,939,955	230,357.78	.00	1,709,597.22	11.9%
12201 51105 PAY-FIREFIGHTERS	5,559,505	-5,291	5,554,214	556,418.53	.00	4,997,794.99	10.0%
12201 51106 PAY-SUPERV.MOTOR VE	97,045	0	97,045	10,628.88	.00	86,416.12	11.0%
12201 51107 PAY-SUPERV.FIRE ALA	108,690	0	108,690	13,038.05	.00	95,651.95	12.0%
12201 51109 PAY-ASSIST.SUPERV.-	97,045	0	97,045	11,641.11	.00	85,403.89	12.0%
12201 51110 PAY-FIRE ALARM OPER	435,307	0	435,307	49,981.15	.00	385,325.85	11.5%
12201 51111 PAY-ADMIN.ASSIST.TO	60,796	0	60,796	7,676.31	.00	53,119.69	12.6%
12201 51180 PAY-INJURED ON DUTY	0	5,291	5,291	13,958.39	.00	-8,666.91	263.8%
12201 51300 PAY-OVERTIME	506,356	0	506,356	152,284.47	.00	354,071.53	30.1%
12201 51301 PAY-ARSON OVERTIME	4,352	0	4,352	.00	.00	4,352.00	.0%
12201 51302 PAY-HAZ-MAT OVERTIM	43,075	0	43,075	2,409.20	.00	40,665.80	5.6%
12201 51321 SPECIAL EVENTS OVER	31,518	0	31,518	16,050.64	.00	15,467.36	50.9%

FY2027 GENERAL FUND EXPENSE YTD
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FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12201 51400 PAY-LONGEVITY	109,866	0	109,866	13,740.99	.00	96,125.01	12.5%
12201 51460 PAY-ACT OUT OF GRAD	57,254	0	57,254	4,328.48	.00	52,925.52	7.6%
12201 51462 EAP/MED.OFF./FIRE P	2,750	0	2,750	.00	.00	2,750.00	.0%
12201 51500 PAY-VACATION/PERSON	350,861	0	350,861	.00	.00	350,861.00	.0%
12201 51510 PAY-SICK LEAVE BUYB	600,000	0	600,000	.00	.00	600,000.00	.0%
12201 51780 PAY-NON-CONTRIB. AN	28,634	0	28,634	4,400.20	.00	24,233.80	15.4%
12201 51830 PAY-CLOTHING ALLOWA	12,600	0	12,600	1,400.00	.00	11,200.00	11.1%
12201 51900 PAY-IN-SERVICE COUR	1,000	0	1,000	.00	.00	1,000.00	.0%
12201 51910 PAY-HAZ-MAT TEAM ST	20,000	0	20,000	.00	.00	20,000.00	.0%
TOTAL PERSONAL SERVICES	11,627,094	0	11,627,094	1,272,814.54	.00	10,354,279.46	10.9%

2 EXPENSES

12202 52000 PURCHASE OF SERVICE	2,500	0	2,500	2,500.00	.00	.00	100.0%
12202 52100 ENERGY-GAS/OIL/ELEC	126,286	0	126,286	6,547.05	28,452.95	91,286.17	27.7%
12202 52300 WATER & SEWER	8,500	0	8,500	.00	5,000.00	3,500.00	58.8%
12202 52410 R & M - VEHICLES	65,000	0	65,000	4,128.04	5,141.96	55,730.00	14.3%
12202 52420 R & M - OTHER	8,000	0	8,000	821.20	1,019.30	6,159.50	23.0%
12202 52500 R & M - BLDGS. & GR	3,500	0	3,500	263.94	.00	3,236.06	7.5%
12202 53011 INFORMATION TECHNOL	45,000	0	45,000	.00	12,890.00	32,110.00	28.6%
12202 53120 FIRE PREVENTION	2,200	0	2,200	.00	.00	2,200.00	.0%
12202 53190 EDUCATION & TRAININ	8,125	0	8,125	50.00	.00	8,075.00	.6%
12202 53191 FIRE ACADEMY COSTS	15,000	0	15,000	.00	.00	15,000.00	.0%
12202 53210 MEDICAL COSTS	10,000	0	10,000	.00	5,000.00	5,000.00	50.0%
12202 53220 ARSON	2,000	0	2,000	.00	.00	2,000.00	.0%
12202 54200 OFFICE & PROF. SUPP	4,000	0	4,000	380.83	462.38	3,156.79	21.1%
12202 54220 SUPPLIES - OTHER	12,500	0	12,500	2,090.50	601.50	9,808.00	21.5%
12202 54800 MOTOR VEHICLE FUEL	59,025	0	59,025	.00	.00	59,025.00	.0%
12202 54830 SUPPLIES - MOTOR VE	70,000	0	70,000	1,673.88	1,726.12	66,600.00	4.9%
12202 54880 SUPPLIES-FIRE EQUIP	24,621	0	24,621	500.59	4,447.41	19,673.00	20.1%
12202 54890 SUPPLIES-FIRE ALARM	8,000	0	8,000	235.76	5,463.21	2,301.03	71.2%
12202 55130 SUPPLIES-TRAINING A	7,956	0	7,956	.00	.00	7,956.00	.0%
12202 55140 CPR	18,628	0	18,628	4,123.46	1,696.54	12,808.00	31.2%
12202 55150 SUPPLIES-HAZ-MAT	2,000	0	2,000	.00	.00	2,000.00	.0%
12202 55860 PERSONNEL EQUIPMENT	140,000	0	140,000	.00	51,333.00	88,667.00	36.7%
12202 57100 IN-STATE TRAVEL	750	0	750	.00	.00	750.00	.0%
12202 57300 DUES & SUBSCRIPTION	3,000	0	3,000	1,225.00	365.00	1,410.00	53.0%
TOTAL EXPENSES	646,591	0	646,591	24,540.25	123,599.37	498,451.55	22.9%
TOTAL FIRE	12,273,685	0	12,273,685	1,297,354.79	123,599.37	10,852,731.01	11.6%

2400 BLDG. CODES/INSPECTIONS

FY2027 GENERAL FUND EXPENSE YTD
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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED
1 PERSONAL SERVICES								
12401 51101 PAY-BLDG. COMMISSIO	101,107	0	101,107	12,783.56		.00	88,323.44	12.6%
12401 51102 PAY-ASSIST.BLDG.COM	90,556	0	90,556	11,449.53		.00	79,106.47	12.6%
12401 51103 PAY-CHIEF INSP OF W	76,067	0	76,067	9,617.64		.00	66,449.36	12.6%
12401 51105 PAY-PLUMB/GAS INSPE	73,026	0	73,026	9,232.98		.00	63,793.02	12.6%
12401 51107 PAY-ZONING OFFICIAL	62,550	0	62,550	7,987.25		.00	54,562.75	12.8%
12401 51110 PAY-LOCAL BLDG. INS	160,144	0	160,144	19,354.00		.00	140,790.00	12.1%
12401 51125 PAY-ADMINISTRATIVE	43,571	0	43,571	5,606.38		.00	37,964.62	12.9%
12401 51126 PAY-SR ADMINISTRATI	52,399	0	52,399	6,163.75		.00	46,235.25	11.8%
12401 51300 PAY-OVERTIME	2,500	0	2,500	.00		.00	2,500.00	.0%
12401 51400 PAY-LONGEVITY	1,700	0	1,700	.00		.00	1,700.00	.0%
12401 51500 PAY-VACATION BUYBAC	1	0	1	.00		.00	1.00	.0%
12401 51510 PAY-SICK LEAVE BUYB	1	0	1	.00		.00	1.00	.0%
12401 51530 PAY-FAMILY & MEDICA	1	0	1	1,218.18		.00	-1,217.18*****%	
12401 51830 PAY-CLOTHING ALLOWA	525	0	525	175.00		.00	350.00	33.3%
12401 51996 WORKERS COMP WAGE B	1	0	1	.00		.00	1.00	.0%
TOTAL PERSONAL SERVICES	664,149	0	664,149	83,588.27		.00	580,560.73	12.6%
2 EXPENSES								
12402 53010 OTHER CONTRACTED SE	22,500	0	22,500	.00		.00	22,500.00	.0%
12402 53020 DEMOLITION-UNSAFE B	20,000	0	20,000	.00		.00	20,000.00	.0%
12402 53030 PRINT/BIND/MICROFIL	150	0	150	.00		.00	150.00	.0%
12402 53040 INSPECTIONS-PLUMB &	1,800	0	1,800	.00		.00	1,800.00	.0%
12402 53050 INSPECTIONS-ELECTRI	3,000	0	3,000	.00		.00	3,000.00	.0%
12402 53190 EDUCATION & TRAININ	1,125	0	1,125	.00		.00	1,125.00	.0%
12402 54200 OFFICE & PROF. SUPP	250	0	250	.00		.00	250.00	.0%
12402 54800 MOTOR VEHICLE FUEL	1,500	0	1,500	.00		.00	1,500.00	.0%
12402 54900 SUPPLIES-SMALL TOOL	1,550	0	1,550	.00		.00	1,550.00	.0%
12402 57009 CLOTHING EXPENSE	1,700	0	1,700	.00		.00	1,700.00	.0%
12402 57100 IN-STATE TRAVEL	4,000	0	4,000	240.57		.00	3,759.43	6.0%
12402 57300 DUES & SUBSCRIPTION	800	0	800	.00		.00	800.00	.0%
TOTAL EXPENSES	58,375	0	58,375	240.57		.00	58,134.43	.4%
3 CAPITAL OUTLAY								
12403 58002 CAP.OUTLAY-BUILDING	0	0	0	68,421.25		-68,421.25	.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CAPITAL OUTLAY	0	0	0	68,421.25	-68,421.25	.00	.0%
TOTAL BLDG. CODES/INSPECTIONS	722,524	0	722,524	152,250.09	-68,421.25	638,695.16	11.6%

2440 WEIGHTS & MEASURES**1 PERSONAL SERVICES**

12441 51101 PAY-SEALER OF WTS./	79,517	0	79,517	10,053.96	.00	69,463.04	12.6%
12441 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
12441 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
12441 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
12441 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	79,521	0	79,521	10,053.96	.00	69,467.04	12.6%

2 EXPENSES

12442 53030 PRINT/BIND/MICROFIL	1,000	0	1,000	.00	.00	1,000.00	.0%
12442 53190 EDUCATION & TRAININ	300	0	300	150.00	.00	150.00	50.0%
12442 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00	250.00	.0%
12442 54800 MOTOR VEHICLE FUEL	1,200	0	1,200	.00	.00	1,200.00	.0%
12442 54901 TOOLS & EQUIPMENT	2,000	0	2,000	.00	.00	2,000.00	.0%
12442 57009 CLOTHING EXPENSE	1,500	0	1,500	.00	.00	1,500.00	.0%
12442 57300 DUES & SUBSCRIPTION	300	0	300	60.00	.00	240.00	20.0%
12442 57806 MOTOR VEHICLE EXPEN	250	0	250	.00	.00	250.00	.0%
TOTAL EXPENSES	6,800	0	6,800	210.00	.00	6,590.00	3.1%
TOTAL WEIGHTS & MEASURES	86,321	0	86,321	10,263.96	.00	76,057.04	11.9%

2910 OFFICE OF EMERGENCY MGMT.**1 PERSONAL SERVICES**

12911 51225 EMERGENCY MGMT DIR	5,000	0	5,000	833.34	.00	4,166.66	16.7%
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FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED	
TOTAL PERSONAL SERVICES	5,000	0	5,000	833.34	.00	4,166.66	16.7%		
2 EXPENSES									
12912 53100 REVERSE 911	17,812	0	17,812	17,811.72	.00	.28	100.0%		
12912 53421 COMMUNICATIONS SERV	70,000	0	70,000	4,374.99	30,625.01	35,000.00	50.0%		
12912 54220 SUPPLIES - OTHER	2,500	0	2,500	.00	.00	2,500.00	.0%		
TOTAL EXPENSES	90,312	0	90,312	22,186.71	30,625.01	37,500.28	58.5%		
TOTAL OFFICE OF EMERGENCY MGMT.	95,312	0	95,312	23,020.05	30,625.01	41,666.94	56.3%		
2940 FORESTRY									
1 PERSONAL SERVICES									
12941 51101 PAY-FORESTER	76,484	0	76,484	6,315.55	.00	70,168.45	8.3%		
12941 51103 PAY-FORESTRY MAINT.	45,353	0	45,353	.00	.00	45,353.00	.0%		
12941 51104 PAY-TREE CLIMBER	58,153	0	58,153	.00	.00	58,153.00	.0%		
12941 51300 PAY-OVERTIME	16,000	0	16,000	5,045.63	.00	10,954.37	31.5%		
12941 51400 PAY-LONGEVITY	1,250	0	1,250	.00	.00	1,250.00	.0%		
12941 51500 PAY-VACATION BUYBAC	12,308	0	12,308	.00	.00	12,308.00	.0%		
12941 51510 PAY-SICK LEAVE BUYB	1	0	1	2,000.00	.00	-1,999.00	*****%		
12941 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%		
12941 51830 PAY-CLOTHING ALLOWA	975	0	975	51.32	.00	923.68	5.3%		
12941 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%		
TOTAL PERSONAL SERVICES	210,526	0	210,526	13,412.50	.00	197,113.50	6.4%		
2 EXPENSES									
12942 52410 R & M - VEHICLES	4,000	0	4,000	.00	.00	4,000.00	.0%		
12942 53004 DEBRIS DISPOSAL	8,000	0	8,000	.00	.00	8,000.00	.0%		
12942 53010 CONTRACT FORESTRY S	150,000	0	150,000	14,430.00	-14,430.00	150,000.00	.0%		
12942 53190 EDUCATION & TRAININ	1,000	0	1,000	430.88	.00	569.12	43.1%		
12942 54900 SUPPLIES-SMALL TOOL	1,500	0	1,500	.00	.00	1,500.00	.0%		

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
TOTAL EXPENSES	164,500	0	164,500	14,860.88	-14,430.00	164,069.12	.3%	
TOTAL FORESTRY	375,026	0	375,026	28,273.38	-14,430.00	361,182.62	3.7%	
2990 PUBLIC SAFETY								
1 PERSONAL SERVICES								
12991 51201 PAY-CLERK	900	0	900	115.54	.00	784.46	12.8%	
TOTAL PERSONAL SERVICES	900	0	900	115.54	.00	784.46	12.8%	
TOTAL PUBLIC SAFETY	900	0	900	115.54	.00	784.46	12.8%	
3000 SCHOOLS								
1 PERSONAL SERVICES								
13001 51101 PAY-SCHOOL PERSONNE	69,036,318	0	69,036,318	-3,300.00	.00	69,039,618.00	.0%	
TOTAL PERSONAL SERVICES	69,036,318	0	69,036,318	-3,300.00	.00	69,039,618.00	.0%	
2 EXPENSES								
13002 57000 OTHER CHARGES & EXP	35,253,434	0	35,253,434	368,026.93	.00	34,885,407.07	1.0%	
TOTAL EXPENSES	35,253,434	0	35,253,434	368,026.93	.00	34,885,407.07	1.0%	
TOTAL SCHOOLS	104,289,752	0	104,289,752	364,726.93	.00	103,925,025.07	.3%	
4100 CITY ENGINEER								
1 PERSONAL SERVICES								
14101 51101 PAY-ENGINEER/ASST.S	130,560	0	130,560	16,507.40	.00	114,052.60	12.6%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14101 51103 PAY-GEN.CONSTRUCTIO	71,598	0	71,598	8,617.12	.00	62,980.88	12.0%
14101 51105 PAY-SR.CIVIL ENGINE	120,937	0	120,937	.00	.00	120,937.00	.0%
14101 51107 PAY-GRANT WRITER/MA	68,110	0	68,110	8,697.24	.00	59,412.76	12.8%
14101 51830 PAY-CLOTHING ALLOWA	325	0	325	46.70	.00	278.30	14.4%
TOTAL PERSONAL SERVICES	391,530	0	391,530	33,868.46	.00	357,661.54	8.7%

2 EXPENSES

14102 53010 PROFESSIONAL ENGINE	150,000	0	150,000	32,850.00	17,150.00	100,000.00	33.3%
14102 53100 OTHER CONTRACT SERV	0	0	0	16,945.00	-16,945.00	.00	.0%
14102 53190 EDUCATION & TRAININ	5,500	0	5,500	.00	.00	5,500.00	.0%
14102 54200 OFFICE & PROF. SUPP	1,500	0	1,500	323.52	591.34	585.14	61.0%
14102 57100 IN-STATE TRAVEL	500	0	500	.00	.00	500.00	.0%
14102 57300 DUES & SUBSCRIPTION	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL EXPENSES	159,000	0	159,000	50,118.52	796.34	108,085.14	32.0%
TOTAL CITY ENGINEER	550,530	0	550,530	83,986.98	796.34	465,746.68	15.4%

4210 DPW-ADMIN.**1 PERSONAL SERVICES**

14211 51101 PAY-GEN.SUPERIN'DEN	116,383	0	116,383	14,715.05	.00	101,667.95	12.6%
14211 51102 PAY-ASST. DIR. OF P	1	0	1	.00	.00	1.00	.0%
14211 51103 PAY-OFFICE MANAGER	70,523	0	70,523	8,890.02	.00	61,632.98	12.6%
14211 51104 PAY-PRINC.ACCT.CLER	121,350	0	121,350	15,553.21	.00	105,796.79	12.8%
14211 51106 PAY-SUPT. OUTDOOR W	76,066	0	76,066	.00	.00	76,066.00	.0%
14211 51108 PAY-SAFETY INSPECTO	54,594	0	54,594	5,204.39	.00	49,389.61	9.5%
14211 51201 PAY-COMMISSIONERS	8,625	0	8,625	1,326.96	.00	7,298.04	15.4%
14211 51300 PAY-OVERTIME	8,500	0	8,500	347.40	.00	8,152.60	4.1%
14211 51306 OVERTIME-SUPERVISOR	10,000	0	10,000	3,035.02	.00	6,964.98	30.4%
14211 51400 PAY-LONGEVITY	1,500	0	1,500	.00	.00	1,500.00	.0%
14211 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
14211 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14211 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
14211 51830 PAY-CLOTHING ALLOWA	1,300	0	1,300	324.22	.00	975.78	24.9%
14211 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PERSONAL SERVICES	468,846	0	468,846	49,396.27	.00	419,449.73	10.5%
2 EXPENSES							
14212 52400 R & M - OFFICE EQUI	500	0	500	.00	.00	500.00	.0%
14212 53009 DPW ADMIN CONTRACTE	900	0	900	225.00	675.00	.00	100.0%
14212 53190 EDUCATION & TRAININ	5,000	0	5,000	.00	.00	5,000.00	.0%
14212 53210 MEDICAL COSTS	5,000	0	5,000	565.00	2,435.00	2,000.00	60.0%
14212 53410 TELEPHONE USAGE CHA	8,000	0	8,000	724.43	7,275.57	.00	100.0%
14212 54200 OFFICE & PROF. SUPP	1,520	0	1,520	.00	196.04	1,323.96	12.9%
14212 55830 UNIFORMS RENTAL SER	18,000	0	18,000	921.72	13,078.28	4,000.00	77.8%
14212 57100 IN-STATE TRAVEL	600	0	600	.00	.00	600.00	.0%
14212 57300 DUES & SUBSCRIPTION	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL EXPENSES	40,520	0	40,520	2,436.15	23,659.89	14,423.96	64.4%
TOTAL DPW-ADMIN.	509,366	0	509,366	51,832.42	23,659.89	433,873.69	14.8%

4220 DPW-CITY PROPERTY**1 PERSONAL SERVICES**

14221 51101 PAY-BLDG.MAINT.SUPE	71,598	0	71,598	9,114.39	.00	62,483.61	12.7%
14221 51103 PAY-BLDG. MAINT. MA	55,353	0	55,353	6,362.40	.00	48,990.60	11.5%
14221 51104 PAY-LABORER	104,985	0	104,985	13,391.36	.00	91,593.64	12.8%
14221 51105 PAY-BLDG. CUSTODIAN	92,666	-171	92,495	8,275.93	.00	84,219.07	8.9%
14221 51106 PAY-SR BUILDING CUS	52,535	0	52,535	6,406.30	.00	46,128.70	12.2%
14221 51300 PAY-OVERTIME	24,000	0	24,000	1,973.58	.00	22,026.42	8.2%
14221 51400 PAY-LONGEVITY	2,450	0	2,450	850.00	.00	1,600.00	34.7%
14221 51500 PAY-VACATION BUYBAC	1	171	172	171.13	.00	.87	99.5%
14221 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
14221 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
14221 51830 PAY-CLOTHING/TOOL A	1,625	0	1,625	383.43	.00	1,241.57	23.6%
TOTAL PERSONAL SERVICES	405,215	0	405,215	46,928.52	.00	358,286.48	11.6%

2 EXPENSES

14222 52100 ENERGY-STREET LIGHT	285,487	0	285,487	16,028.57	20,045.39	249,412.75	12.6%
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FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14222 52102 ENERGY-CITY HALL	73,511	0	73,511	2,476.00	1,673.69	69,360.90	5.6%
14222 52103 ENERGY-CITY HALL AN	48,035	0	48,035	3,418.74	2,827.89	41,788.44	13.0%
14222 52104 ENERGY-PELLISSIER B	102,279	0	102,279	.00	593.11	101,686.13	.6%
14222 52112 ENERGY-TRAIN STATIO	3,023	0	3,023	.00	104.78	2,918.22	3.5%
14222 52300 HYDRANTS WATER USE	41,616	0	41,616	.00	42,500.00	-884.00	102.1%
14222 52302 WATER/SEWER-CITY HA	8,000	0	8,000	.00	.00	8,000.00	.0%
14222 52303 WATER/SEWER-CITY HA	20,000	0	20,000	.00	.00	20,000.00	.0%
14222 52304 WATER/SEWER-PELLISS	2,400	0	2,400	.00	.00	2,400.00	.0%
14222 52502 R & M-CITY HALL	35,000	0	35,000	3,158.09	2,325.54	29,516.37	15.7%
14222 52503 R & M-CITY HALL ANN	25,000	0	25,000	6,816.05	7,010.32	11,173.63	55.3%
14222 52504 R & M-PELLISSIER BL	50,000	0	50,000	996.84	18,102.97	30,900.19	38.2%
14222 52505 R & M-SENIOR CENTER	50,000	0	50,000	9,322.60	15,953.16	24,724.24	50.6%
14222 52509 R & M-POLICE STATIO	45,000	0	45,000	9,980.44	14,080.89	20,938.67	53.5%
14222 52510 R & M-CENTRAL FIRE	35,000	0	35,000	1,668.44	10,895.17	22,436.39	35.9%
14222 52511 R & M-ELMWOOD FIRE	21,937	0	21,937	822.00	1,312.50	19,802.50	9.7%
14222 52512 R & M-HIGHLAND FIRE	17,000	0	17,000	5,745.28	.00	11,254.72	33.8%
14222 52514 R & M-W.HOLYOKE FIR	16,000	0	16,000	726.00	.00	15,274.00	4.5%
14222 52517 R&M-TRAIN STATION	5,000	0	5,000	.00	.00	5,000.00	.0%
14222 53010 PROFESSIONAL SERVIC	15,000	0	15,000	.00	500.00	14,500.00	3.3%
14222 53190 EDUCATION & TRAININ	300	0	300	.00	.00	300.00	.0%
14222 54220 SUPPLIES - OTHER	7,500	0	7,500	530.24	988.90	5,980.86	20.3%
14222 54900 SUPPLIES-SMALL TOOL	1,300	0	1,300	14.69	.00	1,285.31	1.1%
TOTAL EXPENSES	908,388	0	908,388	61,703.98	138,914.31	707,769.32	22.1%
3 CAPITAL OUTLAY							
14223 58000 CAP.OUT.-BLDG.IMPRO	0	0	0	2,607.00	-2,607.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	0	2,607.00	-2,607.00	.00	.0%
TOTAL DPW-CITY PROPERTY	1,313,603	0	1,313,603	111,239.50	136,307.31	1,066,055.80	18.8%
4250 DPW-HIGHWAYS & BRIDGES							
1 PERSONAL SERVICES							
14251 51101 PAY-P.W. FOREMAN/H	67,025	0	67,025	7,948.55	.00	59,076.45	11.9%
14251 51102 PAY-HOISTING EQUIPM	235,784	0	235,784	22,769.88	.00	213,014.12	9.7%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14251 51104 PAY-HEAVY M.E.O.	463,156	-7,719	455,437	40,618.68	.00	414,818.69	8.9%
14251 51107 PAY-LABORER	53,020	0	53,020	6,651.33	.00	46,368.67	12.5%
14251 51300 PAY-OVERTIME	30,000	0	30,000	5,566.15	.00	24,433.85	18.6%
14251 51301 PAY-SNOW REMOVAL OV	120,000	0	120,000	.00	.00	120,000.00	.0%
14251 51400 PAY-LONGEVITY	6,925	0	6,925	850.00	.00	6,075.00	12.3%
14251 51480 PAY-CDL CLASS A DIF	600	0	600	.00	.00	600.00	.0%
14251 51830 PAY-CLOTHING ALLOWA	4,825	0	4,825	831.05	.00	3,993.95	17.2%
14251 51996 WORKERS COMP WAGE B	0	7,719	7,719	9,316.83	.00	-1,598.20	120.7%
14251 51999 NON-CONTRIBUTORY AN	11,323	0	11,323	1,742.00	.00	9,581.00	15.4%
TOTAL PERSONAL SERVICES	992,658	0	992,658	96,294.47	.00	896,363.53	9.7%

2 EXPENSES

14252 52600 R & M - STREETS & F	100,000	0	100,000	3,507.05	1,321.95	95,171.00	4.8%
14252 52700 EQUIPMENT/BLDG. REN	1,000	0	1,000	.00	.00	1,000.00	.0%
14252 53100 SNOW REMOVAL SERVIC	250,000	0	250,000	.00	.00	250,000.00	.0%
14252 53140 ROCA SERVICES	100,000	0	100,000	.00	.00	100,000.00	.0%
14252 54220 SUPPLIES-TRAFFIC LI	24,000	0	24,000	.00	1,100.00	22,900.00	4.6%
14252 54221 SUPPLIES-TRAFFIC LI	60,000	0	60,000	460.00	767.00	58,773.00	2.0%
14252 54900 SUPPLIES-SMALL TOOL	4,080	0	4,080	13.97	454.86	3,611.17	11.5%
TOTAL EXPENSES	539,080	0	539,080	3,981.02	3,643.81	531,455.17	1.4%
TOTAL DPW-HIGHWAYS & BRIDGES	1,531,738	0	1,531,738	100,275.49	3,643.81	1,427,818.70	6.8%

4260 DPW-AUTO EQUIP. MAINT.**1 PERSONAL SERVICES**

14261 51101 PAY-FOREMAN/AUTOMOT	71,598	0	71,598	1,371.60	.00	70,226.40	1.9%
14261 51102 PAY-MOTOR EQUIP.REP	195,603	0	195,603	16,205.01	.00	179,397.99	8.3%
14261 51103 PAY-MOTOR EQUIP.MAI	58,046	0	58,046	7,466.57	.00	50,579.43	12.9%
14261 51105 PAY-EVT MECHANIC	79,574	0	79,574	9,735.58	.00	69,838.42	12.2%
14261 51106 PAY-POLICE FLEET ME	62,160	0	62,160	7,987.22	.00	54,172.78	12.8%
14261 51300 PAY-OVERTIME	40,000	0	40,000	5,045.45	.00	34,954.55	12.6%
14261 51400 PAY-LONGEVITY	2,550	0	2,550	650.00	.00	1,900.00	25.5%
14261 51830 PAY-CLOTHING/TOOL A	3,775	0	3,775	342.42	.00	3,432.58	9.1%
14261 51902 TEMP CO-OP	16,000	0	16,000	.00	.00	16,000.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14261 51996 WORKERS COMP WAGE B	1	0	1	.00	.00	1.00	.0%
TOTAL PERSONAL SERVICES	529,307	0	529,307	48,803.85	.00	480,503.15	9.2%

2 EXPENSES

14262 52410 R & M - VEHICLES	90,000	0	90,000	12,479.73	18,826.70	58,693.57	34.8%
14262 52420 R & M - OTHER	4,854	0	4,854	398.14	1,042.25	3,413.61	29.7%
14262 53100 TOWING SERVICES	4,000	0	4,000	456.28	2,433.72	1,110.00	72.3%
14262 54800 MOTOR VEHICLE FUEL	30,000	0	30,000	.00	.00	30,000.00	.0%
14262 54830 SUPPLIES - MOTOR VE	26,000	0	26,000	5,826.96	9,087.11	11,085.93	57.4%
14262 55835 TOOL REIMBURSEMENT	3,000	0	3,000	1,500.00	.00	1,500.00	50.0%
TOTAL EXPENSES	157,854	0	157,854	20,661.11	31,389.78	105,803.11	33.0%
TOTAL DPW-AUTO EQUIP. MAINT.	687,161	0	687,161	69,464.96	31,389.78	586,306.26	14.7%

4300 DPW-TRASH COLLECTION**1 PERSONAL SERVICES**

14301 51101 PAY-P.W. FOREMAN	67,025	0	67,025	8,242.82	.00	58,782.18	12.3%
14301 51102 PAY-HEAVY MOTOR EQU	450,030	-1,365	448,665	33,196.70	.00	415,468.26	7.4%
14301 51103 PAY-LABORER	314,950	-382	314,568	35,140.77	.00	279,427.47	11.2%
14301 51106 PAY-WASTE/RECYCLE C	71,598	0	71,598	8,712.58	.00	62,885.42	12.2%
14301 51300 PAY-OVERTIME	40,000	0	40,000	3,260.85	.00	36,739.15	8.2%
14301 51321 SPECIAL EVENTS OVER	30,000	0	30,000	23,829.50	.00	6,170.50	79.4%
14301 51400 PAY-LONGEVITY	3,025	0	3,025	.00	.00	3,025.00	.0%
14301 51530 PAY-FAMILY & MEDICA	0	382	382	763.52	.00	-381.76	200.0%
14301 51830 PAY-CLOTHING ALLOWA	5,150	0	5,150	1,119.96	.00	4,030.04	21.7%
14301 51996 WORKERS COMP WAGE B	0	1,365	1,365	6,745.07	.00	-5,380.03	494.1%
TOTAL PERSONAL SERVICES	981,778	0	981,778	121,011.77	.00	860,766.23	12.3%

2 EXPENSES

14302 52410 R & M - VEHICLES	69,360	0	69,360	6,920.26	19,111.05	43,328.69	37.5%
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FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
14302 52700 EQUIPMENT/BLDG. REN	2,984	0	2,984	1,859.37	-1,960.00	3,084.63	-3.4%
14302 52900 LANDFILL DISPOSAL C	874,140	0	874,140	72,125.15	709,874.85	92,140.00	89.5%
14302 52901 HAZARDOUS WASTE COL	30,000	0	30,000	.00	.00	30,000.00	.0%
14302 52902 RECYCLING CONTRACT	143,662	0	143,662	8,002.42	99,997.58	35,662.00	75.2%
14302 53100 OTHER SERVICES	342,720	0	342,720	8,241.35	117,842.26	216,636.39	36.8%
14302 54800 MOTOR VEHICLE FUEL	69,615	0	69,615	.00	.00	69,615.00	.0%
14302 54900 SUPPLIES-SMALL TOOL	6,630	0	6,630	.00	.00	6,630.00	.0%
14302 55830 CLOTHING REIMBURSEM	500	0	500	.00	.00	500.00	.0%
TOTAL EXPENSES	1,539,611	0	1,539,611	97,148.55	944,865.74	497,596.71	67.7%
TOTAL DPW-TRASH COLLECTION	2,521,389	0	2,521,389	218,160.32	944,865.74	1,358,362.94	46.1%

4800 MUNIC. PARKING FACILITIES**1 PERSONAL SERVICES**

14801 51101 PAY-PARKING CONTROL	57,420	0	57,420	7,267.77	.00	50,152.23	12.7%
14801 51400 PAY-LONGEVITY	650	0	650	650.00	.00	.00	100.0%
14801 51830 PAY-CLOTHING ALLOWA	200	0	200	61.76	.00	138.24	30.9%
TOTAL PERSONAL SERVICES	58,270	0	58,270	7,979.53	.00	50,290.47	13.7%

2 EXPENSES

14802 52100 ENERGY-DWIGHT	29,203	0	29,203	.00	1,858.65	27,344.21	6.4%
14802 52101 ENERGY-SUFFOLK	19,469	0	19,469	.00	1,653.23	17,815.35	8.5%
14802 52300 WATER/SEWER-DWIGHT	350	0	350	.00	.00	350.00	.0%
14802 52500 R & M - DWIGHT	15,000	0	15,000	503.00	90.00	14,407.00	4.0%
14802 52501 R & M - SUFFOLK	5,000	0	5,000	.00	.00	5,000.00	.0%
14802 52506 R & M - STREET	8,000	0	8,000	.00	.00	8,000.00	.0%
14802 53009 GARAGE SECURITY	181,000	0	181,000	5,774.76	13,450.84	161,774.40	10.6%
14802 54220 SUPPLIES-DWIGHT	1,500	0	1,500	132.40	.00	1,367.60	8.8%
14802 55830 UNIFORMS	4,000	0	4,000	183.96	3,816.04	.00	100.0%
TOTAL EXPENSES	263,521	0	263,521	6,594.12	20,868.76	236,058.56	10.4%
TOTAL MUNIC. PARKING FACILITIES	321,791	0	321,791	14,573.65	20,868.76	286,349.03	11.0%

5100 BOARD OF HEALTH**1 PERSONAL SERVICES**

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
15101 51101 PAY-HEALTH DIRECTOR	83,881	0	83,881	10,552.92	.00	73,328.08	12.6%
15101 51103 PAY-SANITARIAN II	137,998	0	137,998	17,251.04	.00	120,746.96	12.5%
15101 51104 PAY-PUBLIC HEALTH N	76,335	0	76,335	9,598.86	.00	66,736.14	12.6%
15101 51107 PAY-SANITARIAN III	73,172	0	73,172	9,185.62	.00	63,986.38	12.6%
15101 51109 PAY-SANITARIAN I	115,540	0	115,540	7,229.15	.00	108,310.85	6.3%
15101 51125 PAY-ADMINISTRATIVE	43,593	0	43,593	5,511.67	.00	38,081.33	12.6%
15101 51126 PAY-SR ADMINISTRATI	50,499	0	50,499	6,384.88	.00	44,114.12	12.6%
15101 51201 PAY-BOARD MEMBERS	3,650	0	3,650	166.66	.00	3,483.34	4.6%
15101 51202 PAY-ANIMAL INSPECTO	54,334	0	54,334	6,869.74	.00	47,464.26	12.6%
15101 51300 PAY-OVERTIME	4,000	0	4,000	203.02	.00	3,796.98	5.1%
15101 51400 PAY-LONGEVITY	5,550	0	5,550	3,450.00	.00	2,100.00	62.2%
15101 51500 PAY-VACATION BUYBAC	1	0	1	.00	.00	1.00	.0%
15101 51510 PAY-SICK LEAVE BUYB	1	0	1	.00	.00	1.00	.0%
15101 51530 PAY-FAMILY & MEDICA	1	0	1	.00	.00	1.00	.0%
15101 51830 PAY-CLOTHING ALLOWA	875	0	875	700.00	.00	175.00	80.0%
15101 51850 PAY-AUTO ALLOWANCE	16,920	0	16,920	2,350.00	.00	14,570.00	13.9%
TOTAL PERSONAL SERVICES	666,350	0	666,350	79,453.56	.00	586,896.44	11.9%

2 EXPENSES

15102 52400 R & M - OFFICE EQUI	450	0	450	.00	.00	450.00	.0%
15102 53010 PROF. HEALTH SERVIC	10,000	0	10,000	5,745.00	2,005.00	2,250.00	77.5%
15102 53015 SHARPS KIOSK SERVIC	3,420	0	3,420	.00	.00	3,420.00	.0%
15102 53026 WELLNESS	1,500	0	1,500	.00	.00	1,500.00	.0%
15102 53030 PRINT/BIND/MICROFIL	750	0	750	.00	.00	750.00	.0%
15102 53101 COMMUNICABLE DISEAS	4,000	0	4,000	.00	.00	4,000.00	.0%
15102 53103 ANIMAL CONTROL SERV	246,164	0	246,164	58,791.00	176,373.00	11,000.00	95.5%
15102 53190 EDUCATION & TRAININ	5,625	0	5,625	450.00	.00	5,175.00	8.0%
15102 54200 OFFICE & PROF. SUPP	250	0	250	.00	.00	250.00	.0%
15102 54220 SUPPLIES - OTHER	4,000	0	4,000	671.51	1,328.49	2,000.00	50.0%
15102 54221 SUPPLIES - EMERGENC	2,700	0	2,700	.00	.00	2,700.00	.0%
15102 54800 MOTOR VEHICLE FUEL	2,820	0	2,820	.00	.00	2,820.00	.0%
15102 57009 CLOTHING EXPENSE	1,000	0	1,000	.00	.00	1,000.00	.0%
15102 57100 IN-STATE TRAVEL	2,000	0	2,000	37.70	.00	1,962.30	1.9%
15102 57400 MALPRACTICE INSURAN	128	0	128	.00	.00	128.00	.0%
TOTAL EXPENSES	284,807	0	284,807	65,695.21	179,706.49	39,405.30	86.2%
TOTAL BOARD OF HEALTH	951,157	0	951,157	145,148.77	179,706.49	626,301.74	34.2%

5410 COUNCIL ON AGING

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
1 PERSONAL SERVICES								
15411 51101 PAY-EXECUTIVE DIREC	89,285	0	89,285	11,288.84	.00		77,996.16	12.6%
15411 51102 PAY-NUTRITIONAL DIR	52,612	0	52,612	6,551.98	.00		46,060.02	12.5%
15411 51103 PAY-ASSISTANT DIREC	29,999	0	29,999	.00	.00		29,999.00	.0%
15411 51104 PAY-UTILITY PERSON	73,754	0	73,754	9,674.60	.00		64,079.40	13.1%
15411 51105 PAY-VOLUNTEER COORD	134,666	0	134,666	16,987.77	.00		117,677.98	12.6%
15411 51106 PAY-PART TIME CUSTO	28,071	0	28,071	3,525.80	.00		24,544.75	12.6%
15411 51202 PAY-HEALTH SERVICES	81,700	0	81,700	10,258.22	.00		71,441.78	12.6%
15411 51203 PAY-DRIVER	84,388	0	84,388	10,407.07	.00		73,980.93	12.3%
15411 51300 PAY-OVERTIME	1,700	0	1,700	79.85	.00		1,620.15	4.7%
15411 51400 PAY-LONGEVITY	5,236	0	5,236	785.00	.00		4,450.71	15.0%
15411 51530 PAY-FAMILY & MEDICA	0	0	0	67.80	.00		-67.80	100.0%
TOTAL PERSONAL SERVICES	581,410	0	581,410	69,626.93	.00		511,783.08	12.0%
2 EXPENSES								
15412 52100 ENERGY-GAS/OIL/ELEC	79,157	0	79,157	.00	.00		79,157.46	.0%
15412 52300 WATER & SEWER	3,200	0	3,200	.00	.00		3,200.00	.0%
15412 52400 R & M - EQUIPMENT	2,000	0	2,000	.00	.00		2,000.00	.0%
15412 52500 R & M - BLDGS. & GR	5,000	0	5,000	2,442.50	2,557.50		.00	100.0%
15412 53010 PROFESSIONAL SERVIC	7,700	0	7,700	1,300.00	6,395.00		5.00	99.9%
15412 53190 EDUCATION & TRAININ	275	0	275	.00	.00		275.00	.0%
15412 54200 OFFICE & PROF. SUPP	1,000	0	1,000	.00	.00		1,000.00	.0%
15412 54220 SUPPLIES - OTHER	5,200	0	5,200	449.45	4,750.55		.00	100.0%
15412 54800 MOTOR VEHICLE FUEL	6,300	0	6,300	.00	.00		6,300.00	.0%
15412 57009 CLOTHING EXPENSE	750	0	750	.00	.00		750.00	.0%
15412 57100 IN-STATE TRAVEL	100	0	100	.00	.00		100.00	.0%
TOTAL EXPENSES	110,682	0	110,682	4,191.95	13,703.05		92,787.46	16.2%
TOTAL COUNCIL ON AGING	692,092	0	692,092	73,818.88	13,703.05		604,570.54	12.6%

5430 VETERANS SERVICES**1 PERSONAL SERVICES**

15431 51101 PAY-COMMISSIONER	72,639	0	72,639	9,184.16	.00		63,455.08	12.6%
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FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
15431 51103 PAY-INVESTIGATOR	22,380	0	22,380	.00	.00	22,380.00	.0%	
15431 51104 PAY-HEAD CLERK	1	0	1	.00	.00	1.00	.0%	
15431 51105 PAY- NATIONAL SERVI	60,483	0	60,483	7,647.22	.00	52,835.54	12.6%	
15431 51400 PAY-LONGEVITY	800	0	800	.00	.00	800.00	.0%	
TOTAL PERSONAL SERVICES	156,303	0	156,303	16,831.38	.00	139,471.62	10.8%	
2 EXPENSES								
15432 52400 R & M - OFFICE EQUI	1,100	0	1,100	.00	.00	1,100.00	.0%	
15432 53010 PROFESSIONAL SERVIC	1	0	1	.00	.00	1.00	.0%	
15432 53190 EDUCATION & TRAININ	1,400	0	1,400	.00	25.00	1,375.00	1.8%	
15432 54200 OFFICE & PROF. SUPP	2,500	0	2,500	.00	99.80	2,400.20	4.0%	
15432 57100 IN-STATE TRAVEL	1,000	0	1,000	.00	.00	1,000.00	.0%	
15432 57300 DUES & SUBSCRIPTION	2,407	0	2,407	80.00	1,427.82	899.18	62.6%	
15432 57600 VETERANS PATRIOTIC	4,000	0	4,000	.00	.00	4,000.00	.0%	
15432 57700 VET. BENEFITS - DIR	240,000	0	240,000	15,430.80	135.95	224,433.25	6.5%	
15432 57701 VET. BENEFITS - MIL	10,000	0	10,000	.00	2,794.10	7,205.90	27.9%	
TOTAL EXPENSES	262,408	0	262,408	15,510.80	4,482.67	242,414.53	7.6%	
TOTAL VETERANS SERVICES	418,711	0	418,711	32,342.18	4,482.67	381,886.15	8.8%	
5450 COMMISSION ON DISABILITIES								
2 EXPENSES								
15452 53010 PROFESSIONAL SERVIC	14,000	0	14,000	2,850.00	-2,850.00	14,000.00	.0%	
15452 54220 SUPPLIES & EQUIPMEN	22,000	0	22,000	1,145.00	-1,145.00	22,000.00	.0%	
TOTAL EXPENSES	36,000	0	36,000	3,995.00	-3,995.00	36,000.00	.0%	
TOTAL COMMISSION ON DISABILITIES	36,000	0	36,000	3,995.00	-3,995.00	36,000.00	.0%	
6100 PUBLIC LIBRARY								
1 PERSONAL SERVICES								
16101 51101 PAY-DIRECTOR	81,330	0	81,330	10,283.05	.00	71,046.83	12.6%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16101 51107 PAY-LIBRARY ASSISTA	0	0	0	27.50	.00	-27.50	100.0%
16101 51112 PAY-FINANCIAL MANAG	50,585	0	50,585	6,395.81	.00	44,189.19	12.6%
16101 51113 PAY-ASSISTANT DIREC	60,270	0	60,270	7,549.45	.00	52,720.61	12.5%
16101 51116 PAY-REFERENCE LIBRA	65,288	0	65,288	7,937.13	.00	57,350.38	12.2%
16101 51117 PAY-REFERENCE LIBRA	47,034	0	47,034	5,801.96	.00	41,232.04	12.3%
16101 51118 PAY-REFERENCE LIBRA	88,936	0	88,936	11,189.67	.00	77,746.33	12.6%
16101 51120 PAY-SR REFERENCE LI	46,358	0	46,358	5,826.38	.00	40,531.62	12.6%
16101 51121 PAY-CHILDREN'S LIBR	90,928	-169	90,759	11,092.55	.00	79,666.33	12.2%
16101 51122 PAY-SR CHILDREN'S L	49,519	0	49,519	6,230.02	.00	43,288.98	12.6%
16101 51123 PAY-CATALOGUER	41,508	0	41,508	5,222.92	.00	36,285.08	12.6%
16101 51132 PAY-CUSTODIAN	31,049	0	31,049	3,906.25	.00	27,142.75	12.6%
16101 51133 PAY-SR CUSTODIAN	34,501	0	34,501	4,340.45	.00	30,160.55	12.6%
16101 51134 PAY-COMPUTER COORDI	82,092	-1,307	80,785	5,097.28	.00	75,687.73	6.3%
16101 51135 PAY-COLLECTION DEV	45,408	0	45,408	5,712.66	.00	39,695.34	12.6%
16101 51400 PAY-LONGEVITY	10,450	0	10,450	2,400.00	.00	8,050.00	23.0%
16101 51500 PAY-VACATION BUYBAC	0	102	102	101.75	.00	.00	100.0%
16101 51530 PAY-FAMILY & MEDICA	0	1,374	1,374	1,551.88	.00	-177.52	112.9%
TOTAL PERSONAL SERVICES	825,255	0	825,255	100,666.71	.00	724,588.74	12.2%

2 EXPENSES

16102 52100 ENERGY-GAS/OIL/ELEC	108,747	0	108,747	17,513.03	90,486.97	747.07	99.3%
16102 54221 LIBRARY BOOKS	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL EXPENSES	118,747	0	118,747	17,513.03	90,486.97	10,747.07	90.9%
TOTAL PUBLIC LIBRARY	944,003	0	944,003	118,179.74	90,486.97	735,335.81	22.1%

6300 RECREATION**1 PERSONAL SERVICES**

16301 51101 PAY-RECREATION DIRE	85,411	0	85,411	10,798.93	.00	74,612.07	12.6%
16301 51103 PAY-RECREATION COOR	59,767	0	59,767	7,556.71	.00	52,210.29	12.6%
16301 51125 PAY-ADMINISTRATIVE	48,777	0	48,777	1,297.59	.00	47,479.41	2.7%
16301 51240 PAY - TEMPORARY/SEA	115,000	0	115,000	37,805.93	.00	77,194.07	32.9%
16301 51400 PAY-LONGEVITY	800	0	800	.00	.00	800.00	.0%
16301 51500 PAY-VACATION BUYBAC	0	0	0	756.27	.00	-756.27	100.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED
16301 51996 WORKERS COMP WAGE B	0	0	0		274.06	.00	-274.06	100.0%
TOTAL PERSONAL SERVICES	309,755	0	309,755	58,489.49		.00	251,265.51	18.9%
2 EXPENSES								
16302 52420 R & M - RECREATION	3,000	0	3,000		.00	.00	3,000.00	.0%
16302 52701 EVENTS STAGING	8,000	0	8,000	5,000.00		.00	3,000.00	62.5%
16302 53010 OTHER CONTRACTED SE	1,000	0	1,000		.00	.00	1,000.00	.0%
16302 53030 PRINT/BIND/MICROFIL	500	0	500		.00	.00	500.00	.0%
16302 53161 SPEC.EVENT-SENIOR F	4,500	0	4,500		.00	.00	4,500.00	.0%
16302 53164 SPORTS LEAGUES COST	8,000	0	8,000		.00	.00	8,000.00	.0%
16302 53166 RECREATIONAL PROGRA	26,000	0	26,000		.00	2,000.00	24,000.00	7.7%
16302 53190 EDUCATION & TRAININ	500	0	500		.00	.00	500.00	.0%
16302 53430 ADVERTISING	500	0	500		.00	.00	500.00	.0%
16302 54200 OFFICE & PROF. SUPP	250	0	250		.00	.00	250.00	.0%
16302 54220 SUPPLIES - OTHER	3,000	0	3,000		.00	800.00	2,200.00	26.7%
16302 57100 IN-STATE TRAVEL	750	0	750		.00	.00	750.00	.0%
16302 57300 DUES & SUBSCRIPTION	300	0	300		.00	.00	300.00	.0%
TOTAL EXPENSES	56,300	0	56,300	5,000.00		2,800.00	48,500.00	13.9%
TOTAL RECREATION	366,055	0	366,055	63,489.49		2,800.00	299,765.51	18.1%
6500 PARKS								
1 PERSONAL SERVICES								
16501 51103 PAY-SUPER.PARKS/PLA	76,191	0	76,191		.00	.00	76,191.00	.0%
16501 51106 PAY-HEAVY MOTOR EQU	116,094	0	116,094	9,507.85		.00	106,586.15	8.2%
16501 51109 PAY-PARKS MAINTENAN	376,703	0	376,703	41,896.38		.00	334,806.62	11.1%
16501 51110 PAY-PARKS MAINT.CRA	52,126	0	52,126	6,583.33		.00	45,542.67	12.6%
16501 51300 PAY-OVERTIME	11,000	0	11,000	1,961.56		.00	9,038.44	17.8%
16501 51400 PAY-LONGEVITY	3,525	0	3,525		.00	.00	3,525.00	.0%
16501 51830 PAY-CLOTHING ALLOWA	2,750	0	2,750	697.60		.00	2,052.40	25.4%
TOTAL PERSONAL SERVICES	638,389	0	638,389	60,646.72		.00	577,742.28	9.5%
2 EXPENSES								
16502 52100 ENERGY-GAS/OIL/ELEC	42,343	0	42,343	236.80		4,859.37	37,247.01	12.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16502 52300 WATER & SEWER	48,900	0	48,900	.00	.00	48,900.00	.0%
16502 52410 R & M - VEHICLES	18,360	0	18,360	2,876.18	7,544.96	7,938.86	56.8%
16502 52420 R & M - OTHER	15,300	0	15,300	1,924.01	952.57	12,423.42	18.8%
16502 52500 R & M - FIELDS	65,000	0	65,000	1,261.35	7,658.21	56,080.44	13.7%
16502 52518 R&M POOLS	23,000	0	23,000	822.50	200.00	21,977.50	4.4%
16502 53010 CONTRACT SERVICES	85,000	0	85,000	.00	.00	85,000.00	.0%
16502 54220 SUPPLIES - OTHER	4,080	0	4,080	937.44	.00	3,142.56	23.0%
16502 54800 MOTOR VEHICLE FUEL	12,000	0	12,000	.00	.00	12,000.00	.0%
16502 55830 CLOTHING CONTRACT	2,295	0	2,295	.00	.00	2,295.00	.0%
TOTAL EXPENSES	316,278	0	316,278	8,058.28	21,215.11	287,004.79	9.3%
TOTAL PARKS	954,667	0	954,667	68,705.00	21,215.11	864,747.07	9.4%

6910 MUSEUMS & MONUMENTS**1 PERSONAL SERVICES**

16911 51101 PAY-DIRECTOR	79,700	0	79,700	10,077.03	.00	69,622.97	12.6%
16911 51103 PAY-CITY HISTORIAN	60,532	0	60,532	.00	.00	60,532.00	.0%
16911 51104 PAY-ENTERPRISE COOR	40,395	0	40,395	5,107.39	.00	35,287.61	12.6%
16911 51105 PAY-PROGRAM COORDIN	35,092	0	35,092	.00	.00	35,092.00	.0%
16911 51106 PAY-OFFICE ASSISTAN	35,956	0	35,956	4,546.06	.00	31,409.94	12.6%
16911 51400 PAY-LONGEVITY	1,400	0	1,400	.00	.00	1,400.00	.0%
TOTAL PERSONAL SERVICES	253,075	0	253,075	19,730.48	.00	233,344.52	7.8%

2 EXPENSES

16912 52100 ENERGY-GAS/OIL/ELEC	30,297	0	30,297	.00	30,297.17	.00	100.0%
16912 52300 WATER & SEWER	3,500	0	3,500	54.23	3,445.77	.00	100.0%
16912 52420 R & M - OTHER	25,000	0	25,000	946.71	4,709.28	19,344.01	22.6%
16912 53009 CONTRACTED SERVICES	5,000	0	5,000	1,095.00	-255.00	4,160.00	16.8%
16912 53030 PRINT/BIND/MICROFIL	700	0	700	.00	.00	700.00	.0%
16912 53190 EDUCATION & TRAININ	1,000	0	1,000	.00	.00	1,000.00	.0%
16912 53430 ADVERTISING	1,000	0	1,000	.00	.00	1,000.00	.0%
16912 54200 OFFICE & PROF. SUPP	800	0	800	94.75	137.01	568.24	29.0%
16912 54220 SUPPLIES - OTHER	800	0	800	.00	.00	800.00	.0%
16912 57100 IN-STATE TRAVEL	250	0	250	.00	.00	250.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
16912 57300 DUES & SUBSCRIPTION	1,000	0	1,000	.00	.00	1,000.00	.0%	
16912 57400 INSURANCE	4,500	0	4,500	.00	.00	4,500.00	.0%	
TOTAL EXPENSES	73,847	0	73,847	2,190.69	38,334.23	33,322.25	54.9%	
TOTAL MUSEUMS & MONUMENTS	326,922	0	326,922	21,921.17	38,334.23	266,666.77	18.4%	
6930 WAR MEMORIAL COMMISSION								
1 PERSONAL SERVICES								
16931 51101 PAY-SR. BUILDING CU	0	0	0	546.41	.00	-546.41	100.0%	
16931 51102 PAY-BUILDING CUSTOD	46,333	0	46,333	5,909.47	.00	40,423.53	12.8%	
16931 51300 PAY-OVERTIME	6,000	0	6,000	65.20	.00	5,934.80	1.1%	
16931 51830 CLOTHING ALLOWANCE	350	0	350	130.72	.00	219.28	37.3%	
TOTAL PERSONAL SERVICES	52,683	0	52,683	6,651.80	.00	46,031.20	12.6%	
2 EXPENSES								
16932 52100 ENERGY-GAS/OIL/ELEC	39,349	0	39,349	.00	.00	39,349.00	.0%	
16932 52300 WATER & SEWER	3,000	0	3,000	.00	.00	3,000.00	.0%	
16932 52420 R & M - OTHER	3,850	0	3,850	.00	.00	3,850.00	.0%	
16932 52500 R & M - BLDGS. & GR	16,500	0	16,500	7,763.92	698.01	8,038.07	51.3%	
TOTAL EXPENSES	62,699	0	62,699	7,763.92	698.01	54,237.07	13.5%	
TOTAL WAR MEMORIAL COMMISSION	115,382	0	115,382	14,415.72	698.01	100,268.27	13.1%	
6940 EXHIBIT HALL COMMISSION								
2 EXPENSES								
16942 52100 ENERGY-GAS/OIL/ELEC	45,000	0	45,000	7,786.00	4,235.74	32,978.26	26.7%	
16942 52300 WATER & SEWER	470	0	470	.00	.00	470.00	.0%	
16942 52500 R & M - BLDGS. & GR	15,000	0	15,000	6,384.81	366.47	8,248.72	45.0%	

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
TOTAL EXPENSES	60,470	0	60,470	14,170.81	4,602.21		41,696.98	31.0%
TOTAL EXHIBIT HALL COMMISSION	60,470	0	60,470	14,170.81	4,602.21		41,696.98	31.0%
7100 LONG TERM DEBT SERVICE								
4 DEBT SERVICE								
17104 59137 PRINC.-LT DEBT-PUBL	665,000	0	665,000	.00	.00		665,000.00	.0%
17104 59138 PRINC.-LT DEBT-CITY	2,600,000	0	2,600,000	.00	.00		2,600,000.00	.0%
17104 59160 PRINCIPAL-WATER	0	0	0	-395,000.00	.00		395,000.00	100.0%
17104 59237 INT.-LT DEBT-PUBLIC	183,006	0	183,006	.00	.00		183,006.00	.0%
17104 59238 INT.-LT DEBT-CITY	660,744	0	660,744	.00	.00		660,744.00	.0%
17104 59260 INTEREST-WATER	0	0	0	-113,593.75	.00		113,593.75	100.0%
TOTAL DEBT SERVICE	4,108,750	0	4,108,750	-508,593.75	.00		4,617,343.75	-12.4%
TOTAL LONG TERM DEBT SERVICE	4,108,750	0	4,108,750	-508,593.75	.00		4,617,343.75	-12.4%
7520 SHORT TERM DEBT SERVICE								
4 DEBT SERVICE								
17524 59290 INTEREST-SHORT TERM	150,000	0	150,000	.00	.00		150,000.00	.0%
TOTAL DEBT SERVICE	150,000	0	150,000	.00	.00		150,000.00	.0%
TOTAL SHORT TERM DEBT SERVICE	150,000	0	150,000	.00	.00		150,000.00	.0%
8200 STATE/COUNTY ASSESSMENTS								
2 EXPENSES								
18202 56350 STATE-RET.TEACH.HEA	4,644,605	0	4,644,605	.00	.00		4,644,605.00	.0%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02									
ACCOUNTS FOR: 0010 GENERAL FUND			ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
18202	56360	STATE-AIR POLLUTION	8,801	0	8,801	.00	.00	8,801.00	.0%
18202	56370	STATE-RMV NON-RENEW	82,000	0	82,000	.00	.00	82,000.00	.0%
18202	56400	STATE-REGION.TRANSI	1,372,996	0	1,372,996	.00	.00	1,372,996.00	.0%
18202	56510	STATE-SPECIAL EDUCA	97,889	0	97,889	.00	.00	97,889.00	.0%
18202	56511	STATE-SCHOOL CHOICE	4,048,441	0	4,048,441	.00	.00	4,048,441.00	.0%
18202	56513	STATE-CHARTER SCHOO	15,075,159	0	15,075,159	.00	.00	15,075,159.00	.0%
18202	56514	STATE-CHARTER SCHOO	575,995	0	575,995	.00	.00	575,995.00	.0%
TOTAL EXPENSES			25,905,886	0	25,905,886	.00	.00	25,905,886.00	.0%
TOTAL STATE/COUNTY ASSESSMENTS			25,905,886	0	25,905,886	.00	.00	25,905,886.00	.0%
9110 OTHER-RETIREMENT CONTRIB.									
1 PERSONAL SERVICES									
19111	51999	RETIREMENT CONTRIBU	13,691,971	0	13,691,971	.00	.00	13,691,971.00	.0%
TOTAL PERSONAL SERVICES			13,691,971	0	13,691,971	.00	.00	13,691,971.00	.0%
TOTAL OTHER-RETIREMENT CONTRIB.			13,691,971	0	13,691,971	.00	.00	13,691,971.00	.0%
9120 OTHER-WORKERS COMP.									
1 PERSONAL SERVICES									
19121	51996	WORKERS COMP WAGE B	50,000	0	50,000	7,333.32	36,666.60	6,000.08	88.0%
19121	51997	WORKERS COMP MEDICA	90,000	0	90,000	6,408.33	.00	83,591.67	7.1%
19121	51999	WORKERS COMPENSATIO	50,000	0	50,000	.00	.00	50,000.00	.0%
TOTAL PERSONAL SERVICES			190,000	0	190,000	13,741.65	36,666.60	139,591.75	26.5%
TOTAL OTHER-WORKERS COMP.			190,000	0	190,000	13,741.65	36,666.60	139,591.75	26.5%
9130 OTHER-UNEMPLOYMENT COMP.									
1 PERSONAL SERVICES									
19131	51999	UNEMPLOYMENT COMPEN	50,000	0	50,000	8,006.76	20,613.24	21,380.00	57.2%

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR: 0010 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
TOTAL PERSONAL SERVICES	50,000	0	50,000	8,006.76	20,613.24	21,380.00	57.2%	
TOTAL OTHER-UNEMPLOYMENT COMP.	50,000	0	50,000	8,006.76	20,613.24	21,380.00	57.2%	
9150 OTHER-LIFE INSURANCE								
1 PERSONAL SERVICES								
19151 51999 LIFE INSURANCE	70,000	0	70,000	19,070.81	.00	50,929.19	27.2%	
TOTAL PERSONAL SERVICES	70,000	0	70,000	19,070.81	.00	50,929.19	27.2%	
TOTAL OTHER-LIFE INSURANCE	70,000	0	70,000	19,070.81	.00	50,929.19	27.2%	
9160 OTHER-F.I.C.A.-M.								
1 PERSONAL SERVICES								
19161 51999 F.I.C.A.-MEDICARE	1,500,000	0	1,500,000	63,831.07	.00	1,436,168.93	4.3%	
TOTAL PERSONAL SERVICES	1,500,000	0	1,500,000	63,831.07	.00	1,436,168.93	4.3%	
TOTAL OTHER-F.I.C.A.-M.	1,500,000	0	1,500,000	63,831.07	.00	1,436,168.93	4.3%	
9200 OTHER-TRAVEL								
2 EXPENSES								
19202 57200 OUT-OF-STATE TRAVEL	20,000	0	20,000	.00	.00	20,000.00	.0%	
TOTAL EXPENSES	20,000	0	20,000	.00	.00	20,000.00	.0%	
TOTAL OTHER-TRAVEL	20,000	0	20,000	.00	.00	20,000.00	.0%	
9400 OTHER-PROP./LIAB. INSUR.								
2 EXPENSES								

FY2027 GENERAL FUND EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
0010 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD	EXPENDED	ENCUMBRANCES	BUDGET	USED
19402 57400 CITY PROP/LIAB INSU	989,625	0	989,625	77,365.00		704,830.50	207,429.50	79.0%
19402 57408 SHORT TERM DISABILI	38,000	0	38,000	3,317.63		3,391.74	31,290.63	17.7%
TOTAL EXPENSES	1,027,625	0	1,027,625	80,682.63		708,222.24	238,720.13	76.8%
TOTAL OTHER-PROP./LIAB. INSUR.	1,027,625	0	1,027,625	80,682.63		708,222.24	238,720.13	76.8%
9410 OTHER-LEGAL CLAIMS/JUDG'T								
2 EXPENSES								
19412 57630 CLAIMS - GENERAL	100,000	0	100,000	950.25		.00	99,049.75	1.0%
19412 57640 MED.CLAIMS-P & F	117,000	0	117,000	21,369.15		.00	95,630.85	18.3%
TOTAL EXPENSES	217,000	0	217,000	22,319.40		.00	194,680.60	10.3%
TOTAL OTHER-LEGAL CLAIMS/JUDG'T	217,000	0	217,000	22,319.40		.00	194,680.60	10.3%
9420 INCOME REPLACEMENT BUYBACKS								
1 PERSONAL SERVICES								
19421 51950 IRP LEAVE TIME BUYB	115,000	0	115,000	60,644.40		.00	54,355.60	52.7%
TOTAL PERSONAL SERVICES	115,000	0	115,000	60,644.40		.00	54,355.60	52.7%
TOTAL INCOME REPLACEMENT BUYBACKS	115,000	0	115,000	60,644.40		.00	54,355.60	52.7%
TOTAL GENERAL FUND	212,922,471	0	212,922,471	5,508,821.14		2,881,023.59	204,532,626.29	3.9%
TOTAL EXPENSES	212,922,471	0	212,922,471	5,508,821.14		2,881,023.59	204,532,626.29	

FY2027 GENERAL FUND EXPENSE YTD THROUGH 8/27/26

FOR 2027 02								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
GRAND TOTAL	212,922,471	0	212,922,471	5,508,821.14	2,881,023.59	204,532,626.29	3.9%	
** END OF REPORT - Generated by Sharon Bittner-Willis **								

FY2027 SEWER ENTERPRISE EXPENSE YTD
 THROUGH 8/27/26

FOR 2027 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
6000 SEWER ENTERPRISE	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES		BUDGET	USED
4400 SEWER ADMINISTRATION								
1 PERSONAL SERVICES								
60401 51105 PAY-PRICIPAL CLERK/	119,225	0	119,225	14,517.00	.00		104,708.00	12.2%
60401 51300 PAY-OVERTIME	5,000	0	5,000	.00	.00		5,000.00	.0%
60401 51830 PAY-CLOTHING ALLOWA	650	0	650	154.96	.00		495.04	23.8%
60401 51999 RETIREMENT & BENEFI	56,803	0	56,803	456.79	.00		56,346.21	.8%
TOTAL PERSONAL SERVICES	181,678	0	181,678	15,128.75	.00		166,549.25	8.3%
2 EXPENSES								
60402 52113 ENERGY-GENERAL UTIL	708,000	0	708,000	77,806.00	570,194.00		60,000.00	91.5%
60402 52708 LEASE-CENTRIFUGE	270,000	0	270,000	.00	270,000.00		.00	100.0%
60402 53010 PROF. SERVICES - AU	18,000	0	18,000	.00	.00		18,000.00	.0%
60402 53011 PROF.SERVICES-OTHER	0	122,334	122,334	.00	122,334.00		.00	100.0%
60402 53012 MANAGEMENT SERVICE	7,167,375	-122,334	7,045,041	.00	7,004,157.00		40,884.00	99.4%
60402 53100 SEWER CHG.-WHITNEY	30,000	0	30,000	.00	.00		30,000.00	.0%
60402 53101 USER CHARGE ADMIN.	126,000	0	126,000	.00	.00		126,000.00	.0%
60402 53106 SHUT OFF PROGRAM	21,000	0	21,000	.00	.00		21,000.00	.0%
60402 57815 PAYMENTS IN LIEU OF	100,000	0	100,000	.00	.00		100,000.00	.0%
TOTAL EXPENSES	8,440,375	0	8,440,375	77,806.00	7,966,685.00		395,884.00	95.3%
4 DEBT SERVICE								
60404 59139 PRINCIPAL - LT DEBT	1,672,833	0	1,672,833	.00	.00		1,672,833.00	.0%
60404 59239 INTEREST - LT DEBT	501,383	0	501,383	.00	.00		501,383.00	.0%
TOTAL DEBT SERVICE	2,174,216	0	2,174,216	.00	.00		2,174,216.00	.0%
TOTAL SEWER ADMINISTRATION	10,796,269	0	10,796,269	92,934.75	7,966,685.00		2,736,649.25	74.7%
TOTAL SEWER ENTERPRISE	10,796,269	0	10,796,269	92,934.75	7,966,685.00		2,736,649.25	74.7%
TOTAL EXPENSES	10,796,269	0	10,796,269	92,934.75	7,966,685.00		2,736,649.25	

FY2027 SEWER ENTERPRISE EXPENSE YTD THROUGH 8/27/26

FOR 2027 02								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
GRAND TOTAL	10,796,269	0	10,796,269	92,934.75	7,966,685.00	2,736,649.25	74.7%	
** END OF REPORT - Generated by Sharon Bittner-Willis **								

Board of Fire Commission Meeting Minutes		Date: July 27, 2026 Time: 5:00 p.m. Location: Fire Department Headquarters		AUG 25 2026 Holyoke City Clerk's Holyoke, MA
Meeting called by:	Chairman Trask	Note taker: D. Glenn		
Type of meeting:	Regular Monthly	Timekeeper: D. Glenn		
Facilitator:	Chief Kadlewicz		Approved	
Attendees:	Jeffrey Trask via Zoom, George Mettey, Nelson Lopez			
Absent:				
Staff in Attendance:	Chief John Kadlewicz and Dale Glenn			
Also: Union Vice President Brian Kraus, Luis Izquierdo, Firefighter Candidates: Gavyn Soderbaum, Jonathan Serrano, Callie Cavanaugh, Elvis Rivera, Abraham Santos, Jafet Cabrera, Nickolis Dulude, Carlos Semidy, David Lopez, Javien Mendez, Isaias Rodriguez. 1 st Deputy Fire Chief Matthew Ernst and Fire Captain David Rex				
A. Opening of Meeting		Chairman Mettey	Time: 5:00 p.m.	
Discussion: #1 on the agenda Commissioner Mettey opened the meeting of the Board of Fire Commissioners with a verbal roll call of those present along with the pledge of allegiance and a prayer. #2 agenda item – Minutes: The Board of Fire Commissioners reviewed the minutes from June 17, 2026. #4 on the agenda – Fire Chief's Report: - Injured on Duty/Light Duty/Administrative Duty/Administrative Leave - Overtime Expenditures - Station 3 – repairs chosen was option 3 which is a coating and it is out to bid and will be out 8/11/26 #3 Old Business – Interviews for (5) five open Firefighter positions. Each candidate was asked the same questions and afforded the opportunity to ask questions of their own to the Fire Commissioners. The Board made their decision based upon Civil Service requirements. #5 New Business – Grievance #260529: was brought before Fire Chief Kadlewicz in relation to open positions within the Department. The Union believes the notice fails to identify which position are open and request to have the Fire Chief post specific vacancies and their applicable rate of pay. Presenting for the Union is Vice President Brian Kraus. #6 Executive Session – not needed during this meeting #7 Close of Meeting				
Motions: Commissioner Mettey entertained a motion to accept the minutes from June 17, 2026, Commissioner Lopez made the motion and was 2nd by Commissioner Mettey; motion carried Commissioner Mettey entertained a motion to move out of order on the agenda to hold the (5) five interviews for the position of firefighter, Commissioner Lopez made the motion and was 2nd by Commissioner Mettey; motion carried. Commissioner Mettey entertained a motion to accept the Fire Chief's report, Commissioner Lopez made the motion and was 2nd by Commissioner Mettey; motion carried. Commissioner Mettey entertained a motion to offer a conditional offer of employment to the following candidates: Gavyn Soderbaum, Callie Cavanaugh, Elvis Rivera, Abraham Santos, Carlos Semidy. Commissioner Lopez made the motion and was 2nd by Commissioner Trask; motion carried. Roll call vote Commissioner Mettey yes, Commissioner Lopez yes and Commissioner Trask yes. Unanimous vote Commissioner Mettey entertained a motion to consider the information on the Grievance #260529 Commissioner Lopez made the motion and was 2nd by Commissioner Lopez; motion carried Commissioner Mettey entertained a motion to adjourn, Commissioner Lopez made the motion and was 2nd by Commissioner Lopez; motion carried. Meeting adjourned at 7:03pm				

Monday, July 27, 2026

Injured on Duty

1 Firefighters

Light Duty

FMLA

Overtime Budget	\$506,356.00
Transfers In	\$
Revised Budget	\$
Currently Expended	\$49,038.74
Available Balance	\$457,317.26

Average Expended Per Pay Period \$24,519.37

Last Pay Period \$40,322.24

May 28, 2026

Via Delivery in Hand

Holyoke City Council
536 Dwight Street
Holyoke, MA 01040

RE: Application for Special Permit
Marijuana Manufacturing Establishment ("MME")
1 Cabot Street, Unit 2B, Holyoke MA, 01040

RECEIVED

AUG 13 2026

Holyoke City Clerk's
Holyoke, MA

Dear Chair and Members:

Please accept this submission packet on behalf of **Red Barn Growers, LLC** a Massachusetts limited liability company (the "Applicant") as formal application to the Holyoke City Council for a Special Permit and Site Plan approval, in accordance with Section 7.10 and Section 10.0 of the City of Holyoke Zoning Ordinance (the "Zoning Ordinance"), for the operation of a Marijuana Manufacturing Establishment (an "MME"), located at 1 Cabot Street, Unit 2B, Holyoke MA, 01040 (the "Premises").

PLEASE NOTE: The Applicant was previously granted a special permit to operate an MME at 1 Cabot Street, Units 5 and 6. A copy of the order granting such permit is attached hereto as Appendix A-9. The enclosed application is solely for the relocation of operations to a different unit within the same building.

Enclosed you will find a complete special permit application consisting of the following documents (as redacted copies, or originals, as appropriate):

1. City of Holyoke Special Permit Application Form and Application Fee
2. §7.10.6(2)(b): Site Plans
3. §7.10.6(3): Narrative Contents
4. §7.10.7: Findings
5. §10.1.6(1): Development Impact Statement
6. §10.1.6(2): Traffic Impact Statement
7. Appendix A-1: Certificate of Organization
8. Appendix A-2: Lease Agreement
9. Appendix A-3: Notarized statement of landlord
10. Appendix A-4: Notarized Statement of Ownership and Control
11. Appendix A-5: Security Plan Approval
12. Appendix A-6: Host Community Agreement Certification Form
13. Appendix A-7: Zoning Determination Letter
14. Appendix A-8: Certification from the City Treasurer and Tax Collector
15. Appendix A-9: Original Special Permit Order

16. Appendix A-10: Provisional License Approval

17. Appendix A-11: Abutters List

The information contained in this Special Permit Application sufficiently describes the site, proposed work, and the effect of said work on the interests identified in the Zoning Ordinance. This application further demonstrates that the project can be constructed in accordance with the applicable general performance standards for the affected areas. We therefore respectfully requests that the Holyoke City Council issue the requested Special Permit with appropriate conditions to protect those interests noted herein.

Sincerely,

A handwritten signature in cursive script, appearing to read "Isaac C. Fleisher", is written over a horizontal line.

Isaac C. Fleisher
Legal Counsel for Red Barn Growers, LLC



Date: _____

**CITY OF HOLYOKE PLANNING BOARD
SPECIAL PERMIT APPLICATION FOR**

Section: _____

Name of Applicant: Red Barn Growers, LLC
(if different from Business Owner or Property Owner)

Address: 24 Pickering St., Chicopee, MA

Contact Name: Isaac C. Fleisher, Esq. **Address (if other):** 90 Conz St., Northampton, MA

Contact Phone: 413-230-9410 **Email:** isaac@cfsattorneys.com

Name of Property Owner: Milton Hilton, LLC
(if different from Applicant & Business Owner)

Property Address: 1 Cabot St., Holyoke, MA

Contact Name: Tom Cusano **Email:** _____

Name of Business Owner: David B. Grey
(if different from Applicant & Property Owner)

Property Address: 24 Pickering St., Chicopee, MA

Contact Name: David B. Grey **Email:** davedave5566@yahoo.com

=====

Name of Engineer/Surveyor/Sign Company: _____
(if applicable)

Address: _____ **Phone:** _____

Name of Project: _____

=====

Property Address: 1 Cabot St., Holyoke, MA **Zoning District:** IG

Deed of Property Recorded in Hampden County Registry of Deeds: Book: 22435 **Page:** 79

Holyoke Assessor Map Reference: Map: 48 **Block:** 01 **Parcel:** 010

=====

Pursuant to Chapter 40A of the General Laws of the Commonwealth of Massachusetts and the Holyoke Zoning Ordinance, application is hereby made to the Holyoke Planning Board to do the following:

To operate a Marijuana Manufacturing Establishment (an "MME"), located at 1 Cabot Street, Unit 2B

Does this project require the filing of a Wetlands Act, M.G.L. Ch. 131 s. 40, Requests for Determination? YES ___ NO X

Is this project categorically included and require the filing of an Environmental Notification Form with Massachusetts Environmental Protection Agency? YES ___ NO X

=====

Red Barn Growers, LLC
APPLICANT (please print)

David B. Grey
BUSINESS OWNER

Tom Cusano
PROPERTY OWNER (or LEGAL COUNSEL)

SIGNATURE OF APPLICANT

SIGNATURE OF BUSINESS OWNER

SIGNATURE OF PROPERTY OWNER (or LEGAL COUNSEL)

§7.10.6(2)(b): Site Plans

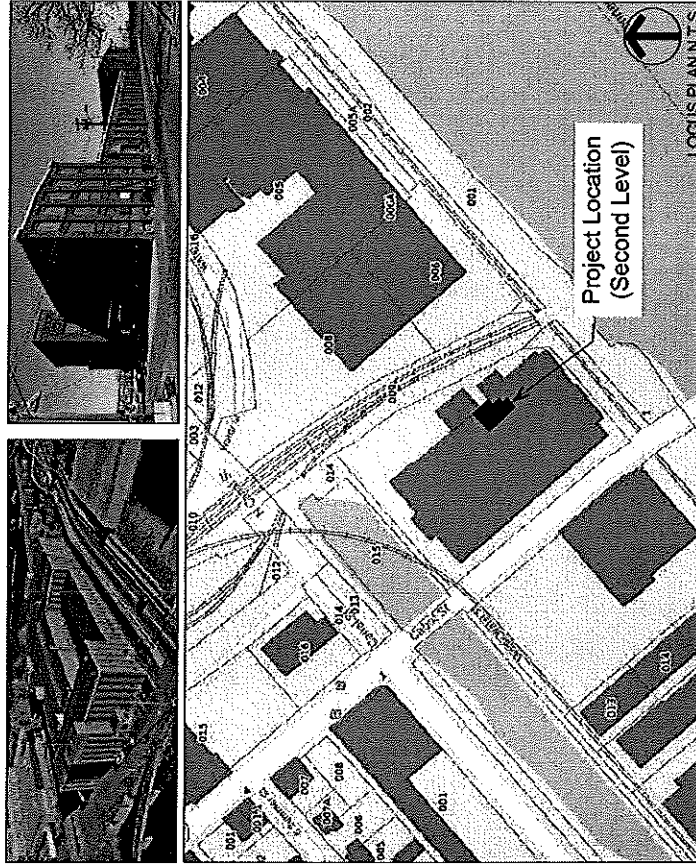
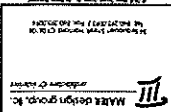
RED BARN GROWERS

(Second Level: Tenant Fit-up Project)

1 CABOT STREET
HOLYOKE, MA 01040
PERMIT ISSUE - JUNE 3, 2025 - PROJECT No. 2025.027



RED BARN GROWERS
1 CABOT STREET
HOLYOKE, MA 01040
PERMIT ISSUE - 06/03/2025 - PROJECT No. 2025.027



LIST OF DRAWINGS		
Sheet	Title	Issue
G000	Cover Sheet	Issued 06/03/2025
G001	General Information	Issued 06/03/2025
G002	Specifications	Issued 06/03/2025
G003	Life Safety Egress Plan	Issued 06/03/2025
G101	Security & Delivery Plans	Issued 06/03/2025
G102	Demolition Plan	Issued 06/03/2025
D100	Construction Plan	Issued 06/03/2025
A101	Reflected Ceiling Plan	Issued 06/03/2025
A201	Table & Equipment Plan	Issued 06/03/2025
A400	Door Schedule and Partition Types	Issued 06/03/2025

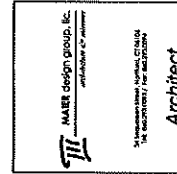




TABLE 1401.7 SUMMARY SHEET (B) PERFORMANCE COMPLIANCE METHOD

Item	Code	Requirement	Proposed Solution	Reference
1	101	General Building Code	IBC 101.1	IBC 101.1
2	201	Means of Egress	IBC 201.1	IBC 201.1
3	301	Accessibility	IBC 301.1	IBC 301.1
4	401	Fire Protection	IBC 401.1	IBC 401.1
5	501	Energy Conservation	IBC 501.1	IBC 501.1
6	601	Structural	IBC 601.1	IBC 601.1
7	701	Electrical	IBC 701.1	IBC 701.1
8	801	Plumbing	IBC 801.1	IBC 801.1
9	901	Mechanical	IBC 901.1	IBC 901.1
10	1001	Transportation	IBC 1001.1	IBC 1001.1
11	1101	Other	IBC 1101.1	IBC 1101.1

CODE INFORMATION

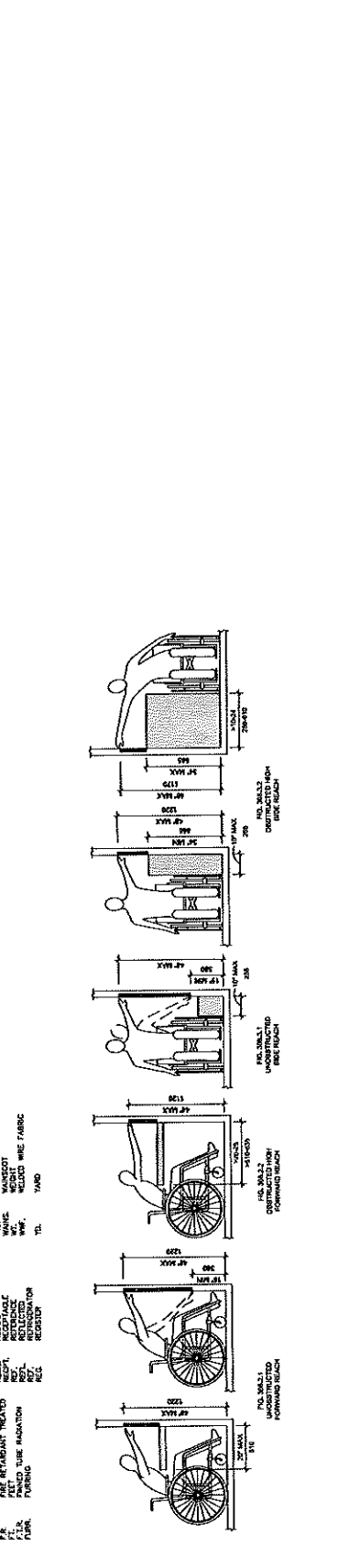
Code	Requirement	Proposed Solution	Reference
101	General Building Code	IBC 101.1	IBC 101.1
201	Means of Egress	IBC 201.1	IBC 201.1
301	Accessibility	IBC 301.1	IBC 301.1
401	Fire Protection	IBC 401.1	IBC 401.1
501	Energy Conservation	IBC 501.1	IBC 501.1
601	Structural	IBC 601.1	IBC 601.1
701	Electrical	IBC 701.1	IBC 701.1
801	Plumbing	IBC 801.1	IBC 801.1
901	Mechanical	IBC 901.1	IBC 901.1
1001	Transportation	IBC 1001.1	IBC 1001.1
1101	Other	IBC 1101.1	IBC 1101.1

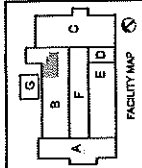
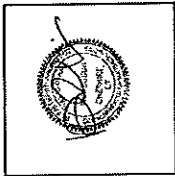
ACCESSIBILITY

Code	Requirement	Proposed Solution	Reference
101	General Building Code	IBC 101.1	IBC 101.1
201	Means of Egress	IBC 201.1	IBC 201.1
301	Accessibility	IBC 301.1	IBC 301.1
401	Fire Protection	IBC 401.1	IBC 401.1
501	Energy Conservation	IBC 501.1	IBC 501.1
601	Structural	IBC 601.1	IBC 601.1
701	Electrical	IBC 701.1	IBC 701.1
801	Plumbing	IBC 801.1	IBC 801.1
901	Mechanical	IBC 901.1	IBC 901.1
1001	Transportation	IBC 1001.1	IBC 1001.1
1101	Other	IBC 1101.1	IBC 1101.1

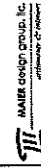
ABBREVIATIONS

Code	Requirement	Proposed Solution	Reference
101	General Building Code	IBC 101.1	IBC 101.1
201	Means of Egress	IBC 201.1	IBC 201.1
301	Accessibility	IBC 301.1	IBC 301.1
401	Fire Protection	IBC 401.1	IBC 401.1
501	Energy Conservation	IBC 501.1	IBC 501.1
601	Structural	IBC 601.1	IBC 601.1
701	Electrical	IBC 701.1	IBC 701.1
801	Plumbing	IBC 801.1	IBC 801.1
901	Mechanical	IBC 901.1	IBC 901.1
1001	Transportation	IBC 1001.1	IBC 1001.1
1101	Other	IBC 1101.1	IBC 1101.1





RED BARN
GROWERS
1 CAROT STREET
HOLYOKE, MA 01540



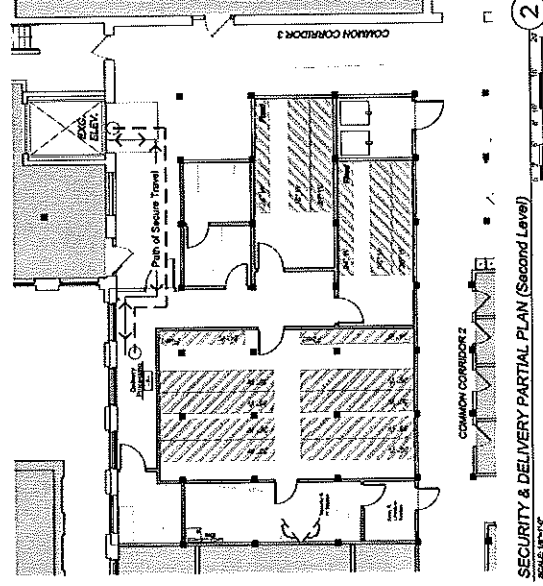
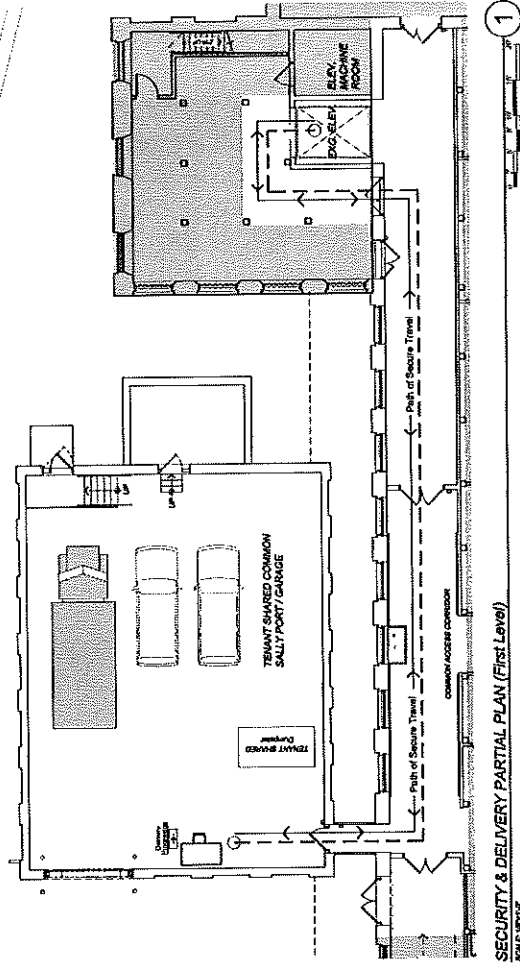
MAIR design group, Inc.
1000 WASHINGTON STREET, SUITE 200
BOSTON, MA 02108

SECURITY & DELIVERY PLAN

Project Number	0079.007
Date	June 2, 2013
Scale	1/8" = 1'-0"
Sheet	SECURITY PLAN
Author	MAIR
Check	MAIR



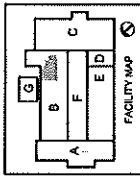
G102



COMMON CORRIDOR 2
COMMON CORRIDOR 3

SECURITY & DELIVERY PARTIAL PLAN (Second Level)

Scale: 1/8" = 1'-0"



RED BARN GROWERS
1 CARROT STREET
MILFORD, MA 01860

MADE design group, Inc.
1000 Main Street
MILFORD, MA 01860

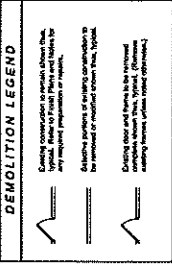
MADE design group, Inc.
1000 Main Street
MILFORD, MA 01860

DEMOLITION PLAN

Project No. 2003.027
Date: June 2, 2025
Sheet: 1 of 1
Scale: 1/8" = 1'-0"

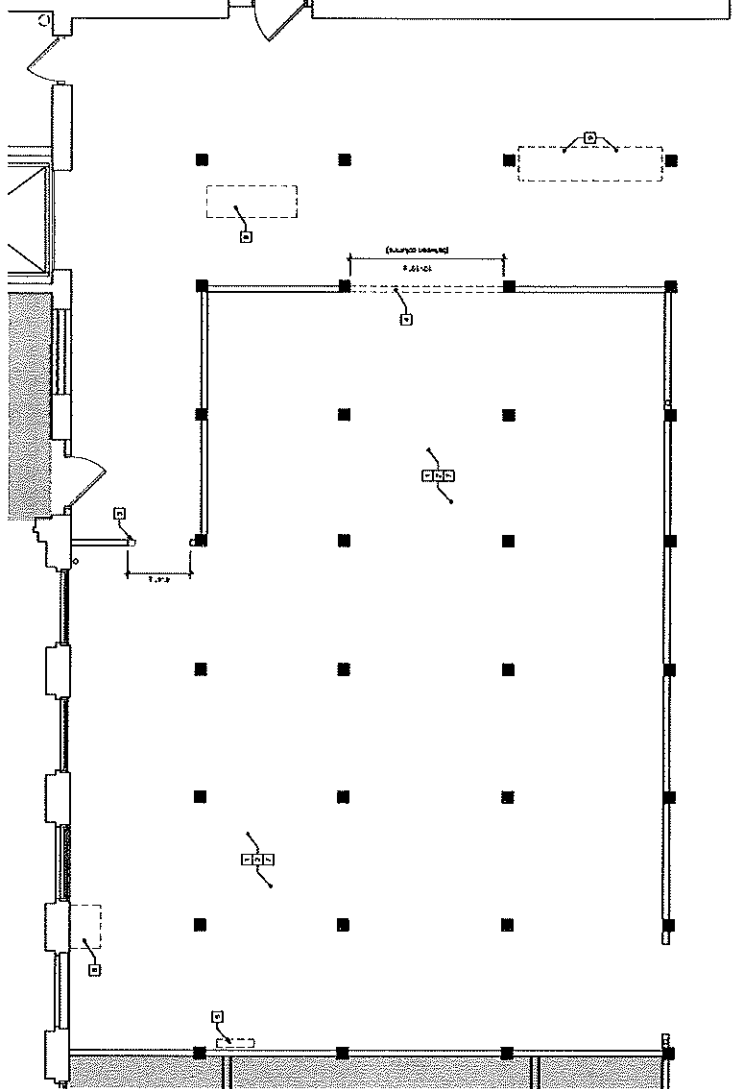
Rev.	By	Date	Description
1			

D100



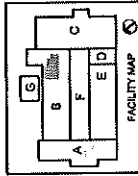
- GENERAL NOTES:**
- Refer to specifications and the General Notes prior to beginning any work for further information regarding project and materials.
 - The Contractor shall thoroughly familiarize themselves with the facility and all existing conditions prior to beginning work. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

- DEMOLITION PLAN KEY NOTES:**
- No existing structures are to be demolished.
 - Existing structures are to be demolished in accordance with the approved demolition plan and schedule.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule.
 - Demolition work shall be completed in accordance with the approved demolition plan and schedule.



DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

1



**RED BARN
GROWERS**
1 CABOT STREET
HOLYOKE, MA 01040

MAIER design GROUP, Inc.
architectural • interior

III

34 Magazine Street, Second Floor, New Haven, CT 06510
Tel. (203) 539-9971 • Fax (203) 539-9972

III
MAIER design group, Inc.
architects & interior

364 Squampan Street, Second Floor, Haverhill, CT 06106
Tel: 860-273-0072 Fax: 860-273-0296

303 Sequoyan Street, Second Floor, Marietta, GA 30066
Tel: 404.293.0093 / Fax: 404.276.0299

CONSTRUCTION PLAN

Project / Inventory	Issue / Date
20026.027	June 3, 2013
Unit	CRF %
1st = 1.0%	2627_A101-D400
Shops for	Shops for
INVO	DATA

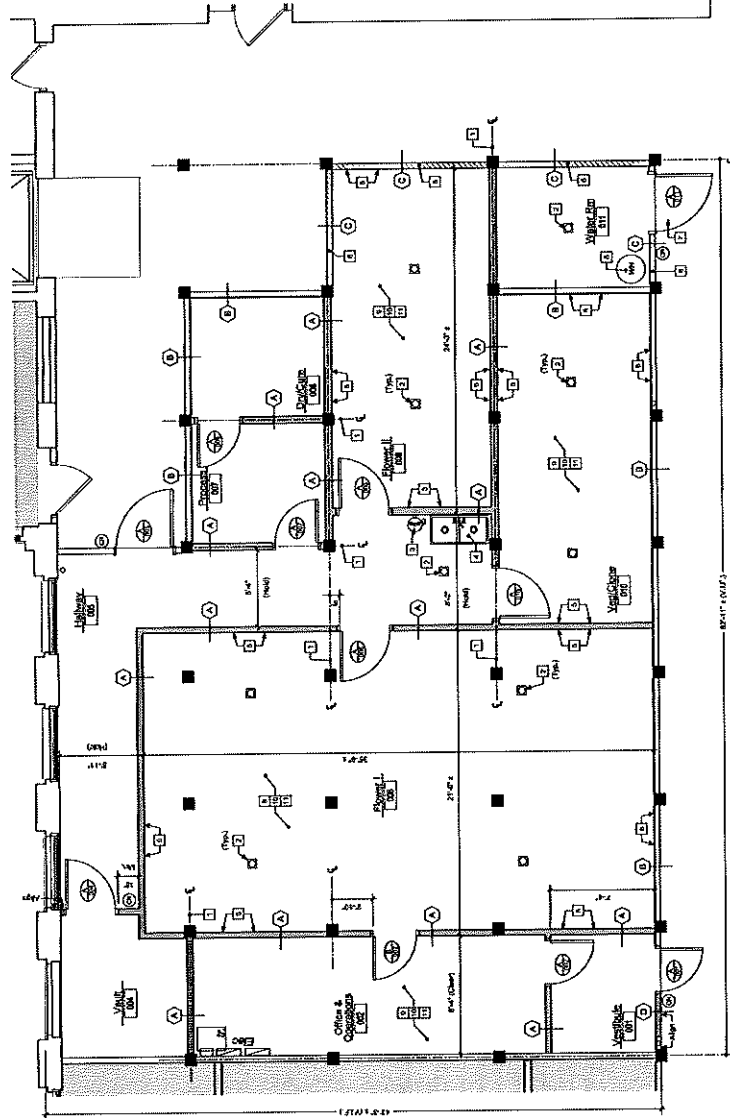


CONSTRUCTION KEY

	Existing exterior and interior to remain above finish, typical.
	Existing exterior and interior above finish, typical.
	Existing condition to remain, above and repeat as necessary to provide surface for new construction.
	New primary construction above finish, typical. At walls, use Wall Type "A" or "B" as specified in project documents.
	Door Opening's Trim, refer to Door Schedule for detail information.
	Structuring secondary and reader to determine.
	Interior Elevation Flag
	Indicate dimension from base of footing to finished surface, specifically noted dimensions.
	Concrete dimension between two centerlines.
	See elevations indicated that. Dimensions in parentheses are negative as indicated.

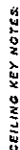
[illegible]

- [illegible]



CONSTRUCTION PLAN

SCALE: 1"=10'



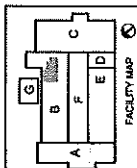
GENERAL CEILING NOTES:

- [illegible]

REFLECTED CEILING LEGEND

REFLECTED CEILING LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
⊙ B	LED recess lamp	◆	Gallery lighting down
⊙ C4	LED recessed air light fixture	◇	Recessed lighting for search
⊙ C5	Emergency light fixture with battery pack	◇	Threading lighting search
⊙ C6	Emergency remote beam light fixture	◇	Lighting search with remote detector
⊙ C7	C4 light	□	Lighting electrical service box
⊙ C8	Emergency light fixture in suspended ceiling		
⊙ C9	Emergency light fixture in suspended ceiling		

LIGHT FIXTURE SCHEDULE

[illegible]

**RED BARN
GROWERS**
1 CABOT STREET
HOLYOKE, MA 01040

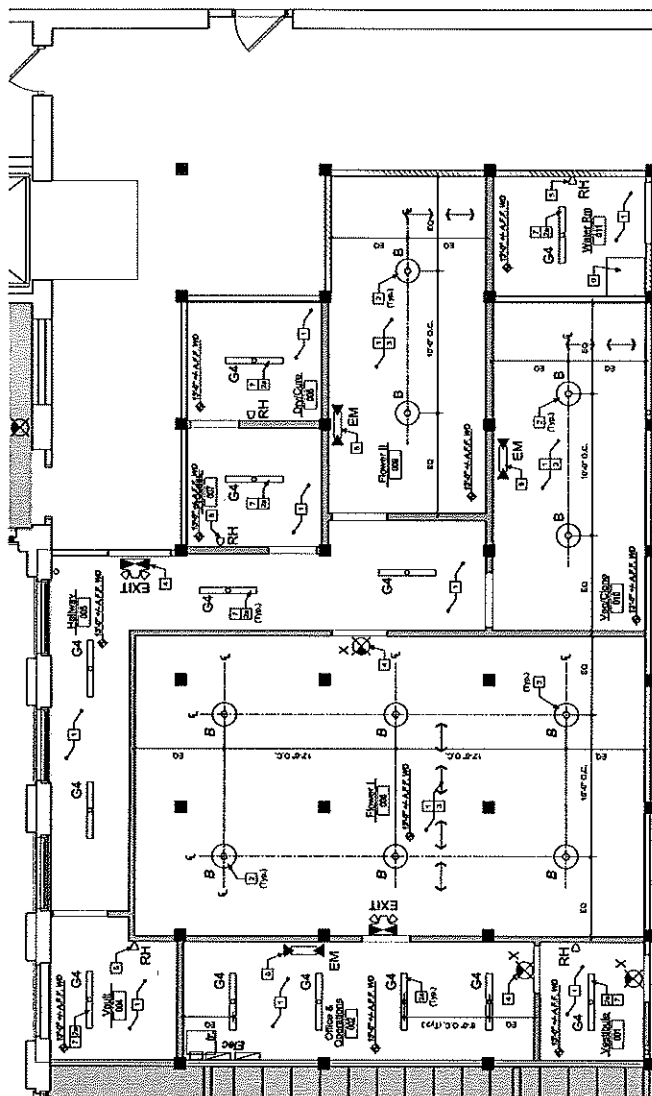
MAIER design group
architects & landscape architects

8 Thompson Blvd., Second Floor, Hartford CT 06104
Tel: 860.793.1000 / Fax: 860.793.0049

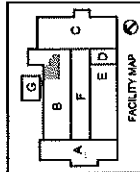
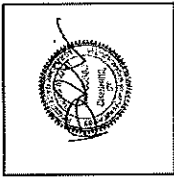
REFLECTED
CEILING PLAN

Report Number	June 3, 2025
20A27	
Site	25027, 2504, 2504
Lat = 14°	
Long = 121°	
Project	2504

A201



REFLECTED CEILING PLAN



FACILITY MAP

RED BARN GROWERS
1 CASOT STREET
MORTON, IL 61550



HAIER GROUP CO., LTD.
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231

HAIER GROUP CO., LTD.
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231

TABLE & EQUIPMENT PLAN

Table Name	Table Number	Table Date
TABLE & EQUIPMENT PLAN	TABLE & EQUIPMENT PLAN	TABLE & EQUIPMENT PLAN

A400

EQUIPMENT GENERAL NOTES

1. All equipment shall be installed in the area specified by the manufacturer.
2. The equipment shall be installed in the area specified by the manufacturer.
3. The equipment shall be installed in the area specified by the manufacturer.

EQUIPMENT KEY NOTES

1. HST USED
2. All equipment supplied by owner.
3. All wall & air conditioning units supplied by owner.
4. All wall & air conditioning units supplied by owner.
5. All wall & air conditioning units supplied by owner.
6. All wall & air conditioning units supplied by owner.
7. All wall & air conditioning units supplied by owner.
8. All wall & air conditioning units supplied by owner.
9. All wall & air conditioning units supplied by owner.
10. All wall & air conditioning units supplied by owner.

Owner supply and install
device and/or system.

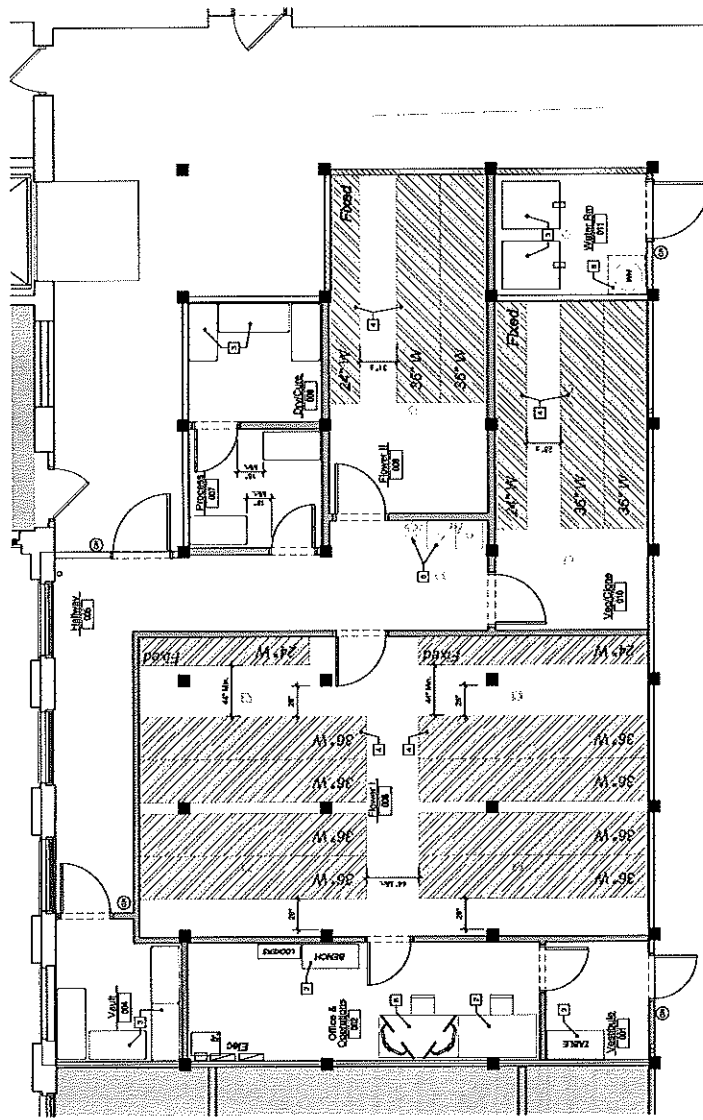


TABLE & EQUIPMENT PLAN
SCALE: 1/8" = 1'-0"

1



RED BARN GROWERS 1 CAROT STREET MILFORD, MA 01540	HAUER GROUP, INC. c/o "C" member
--	---



4400 Cal St / 4400 66th St
1st Floor, Room 100, San Francisco, CA 94116

DOOR SCHEDULE
& PARTITION TYPES[illegible]

DOOR SCHEDULE		COLLAGE	CLASS
DOOR	SCHEDULE		

[illegible]

Key Legend:

●	New Door and Frame	●	New Opp in Existing Frame	①	Existing Opp in Existing Frame	⊗	Relocated Existing Door and Frame
---	--------------------	---	---------------------------	---	--------------------------------	---	-----------------------------------

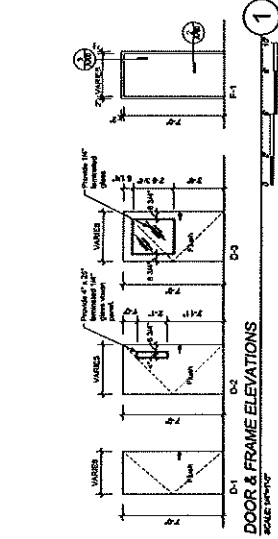
DOOR NOTES:

- [illegible]

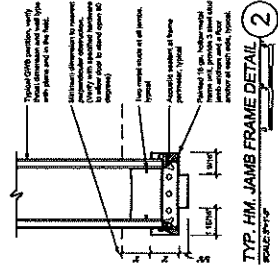
HARDWARE SETS:

- A:** Level 1a/1b/1c epidemic with few households and secondary import; AHA consistent; continued disease; potential death; AHA warning; diagnosis; 1st/2nd/3rd.
- B:** Level 1a/1b/1c epidemic with few households and secondary import; AHA consistent; continued disease; moderate virus; first monitor; close potential death; close stop; 1st/2nd/3rd.
- C:** Level 1a/1b/1c epidemic with few households and secondary import; AHA consistent; continued disease; moderate virus; 1st/2nd/3rd.

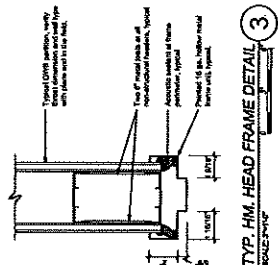
DOOR & FRAME ELEVATIONS



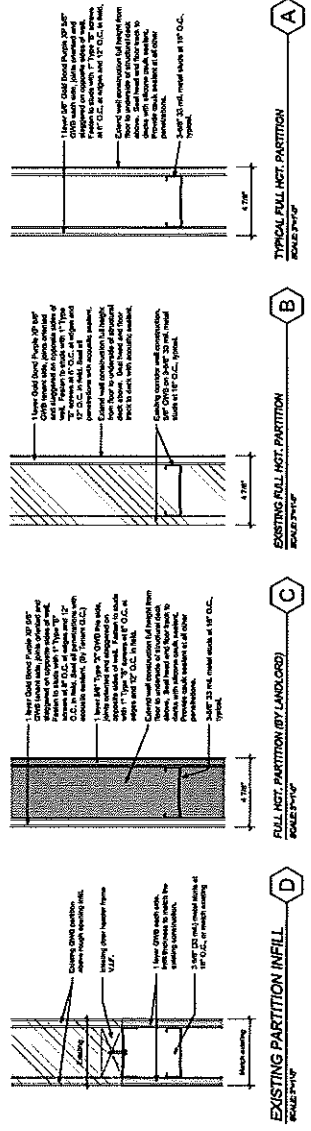
TYP. HM. JAMB FRAME DETAIL



3
TYP. HM. HEAD FRAME DETAIL



PARTITION TYPE SCHEDULE



Sign Summary

MUTCD Number	Specification Width x Height	Desc.
R1-1	30" x 36"	
R1-4	12" x 18"	
R1-9P	15" x 4"	



**1 Cabot Street
Life-Safety Upgrades**

1 Cabot Street
Holyoke, MA

1 Cabot Street
Holyoke, MA

1 Cabot Street
Holyoke, MA

Site Plan Approval

Site Plan Approval

Not For Construction

Layout and Materials plan

3

E **7**

Project Number:

Parking Summary Chart

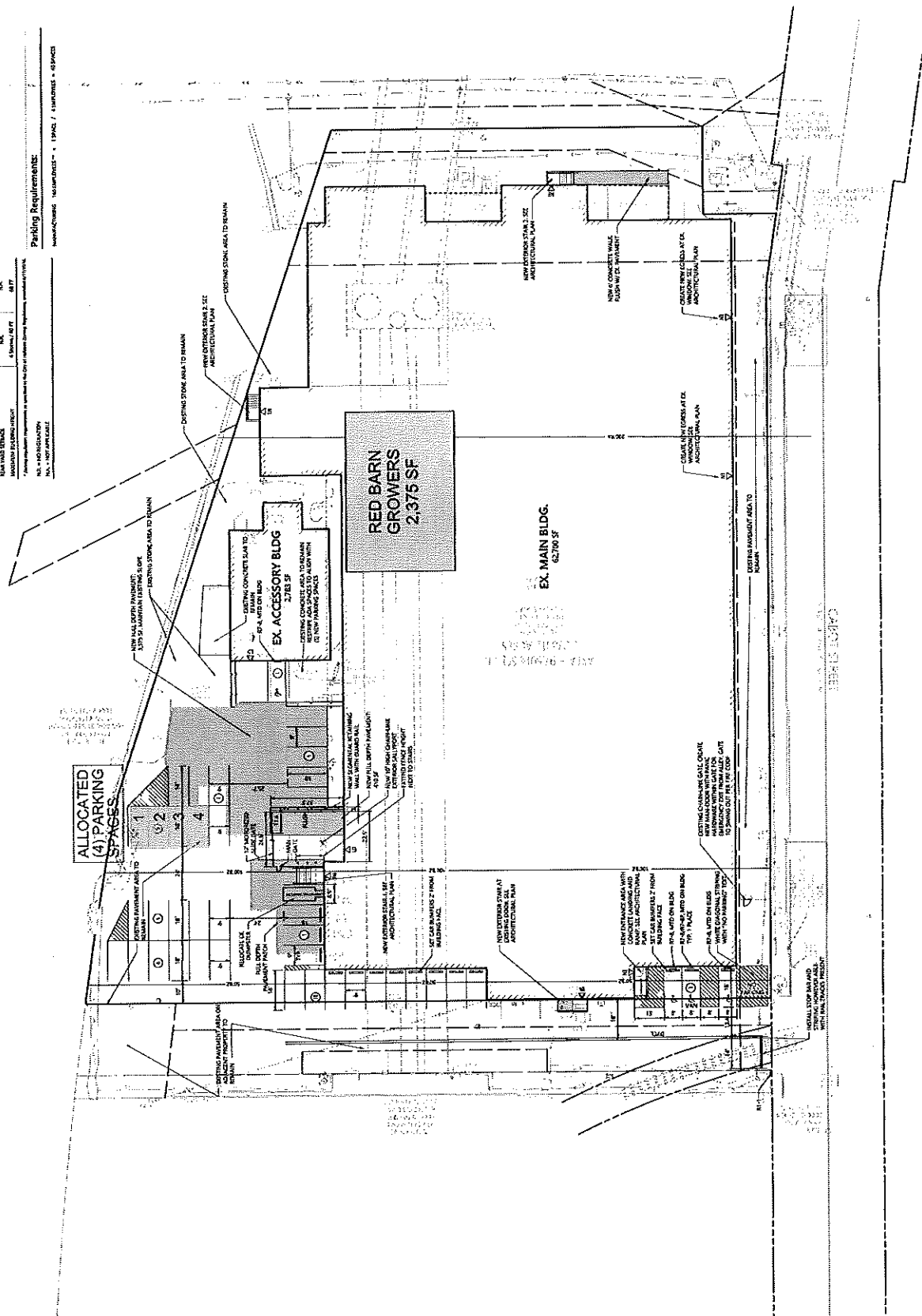
Description	Size		Spaces	
	Required	Provided	Required	Provided
1. Finished Spaces	9,118	9,118	18	27
2. Unfinished Accessible Spaces	8,118	8,118	1	3
3. Unfinished Accessible Spaces	8,118	8,118	1	3
4. TOTAL SPACES			20	47

* ADVANTAGEOUS REQUIREMENTS
 ** STATISTICS BASED ON AVAILABLE RECORDS

Parking Requirements:

STATIONARY STATE / 1992 / 414

Zoning Summary Chart

[illegible]

§7.10.6(3): Narrative Contents

§7.10.6(3):

NARRATIVE CONTENTS

- a. **Applicant Ownership:** *The name and address of each owner of the marijuana establishment.*

Red Barn Growers, LLC (the "Applicant") is a single-member limited liability company which is wholly owned by David B. Grey, an individual residing at 24 Pickering Street, Chicopee, MA 01013.

- b. **Licenses and Permits:** *Copies of all required registrations, licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.*

The Applicant is a limited liability company registered with the Secretary of Commonwealth. A copy of the Applicant's Certificate of Organization filed with the Secretary of Commonwealth is attached hereto as **Appendix A-1**.

The Applicant has received a Host Community Agreement from the City of Holyoke for the operation of a marijuana manufacturing establishment, which is attached hereto as **Appendix A-6**.

The Applicant has received a provisional license from the Massachusetts Cannabis Control Commission (the "CCC") for a Marijuana Microbusiness license (the "Provisional License").

- c. **Evidence of Site Control:** *Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.*

The property owner has executed a Lease Agreement for the Property, which is attached hereto (*along with an amendment to reflect the Applicant's change in location*) as **Appendix A-2**. A notarized statement from the property owner is attached hereto as **Appendix A-3**.

- d. **Applicant Ownership and Control:** *A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the*

§7.10.6(3): Narrative Contents

Applicant must disclose the identity of all such responsible individual persons.

Please see **Appendix A-4** for such notarized statement of ownership and control.

- e. ***Operations: A description of all activities to occur on site, including but not limited to: cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, off-site direct delivery, distribution of educational materials, and other programs or activities.***

General Operations:

The Applicant intends to cultivate adult-use cannabis at an approximately 2,375 square foot unit located on the second floor (unit 2B) of 1 Cabot Street in Holyoke, MA (the "Premises"). Cannabis cultivation will primarily take place within two grow rooms containing an aggregate of approximately 1,030 square feet. Cultivation procedures and technology shall be adjusted as appropriate for the stage of growth and the genetic strain in each grow room, however, the Applicant shall at all times utilize best practices for indoor marijuana cultivation with a focus on maximum productivity, resource efficiency, and environmental sustainability. Such practices and procedures are expected to include the following:

- Marijuana cultivation will take place in climate-controlled grow rooms. CO2 levels in the grow room environment shall be precisely calibrated for optimal CO2 levels to maximize flowering using refillable CO2 tanks. Approximately once a month a private third party contractor shall pick up all empty CO2 tanks and replace them with full tanks. The CO2 tanks are designed to be portable and will enter and leave the facility through the designated sally port.
- Air and water filters will be tested monthly. Soil tests will be conducted weekly to ensure proper nutrient levels/plant quality.
- The Applicant shall utilize an automated hydroponic system for delivering water and nutrients to the plants.
- The grow rooms shall, in the aggregate, utilize approximately 52 LED grow lights, each with a 640 watt output.
- Immature and pre-flowering plants will be stored in a separate "vegetative room". The vegetative room will utilize approximately 18-20 grow lights, each with an 18 watt output.

Harvested cannabis will be dried and cured in a designated drying room, and then transferred to a designated processing room where it will be trimmed, inspected and processed so as to be free of contamination by mold, rot, other fungus, pests and bacterial diseases in accordance with the sanitation requirements in 105 CMR 500.000. Finally it will be packaged and stored in a secure vault prior to sale. The vault

§7.10.6(3): Narrative Contents

will also include a segregated quarantine area that is used exclusively for the storage of cannabis that is expired, damaged, deteriorated, mislabeled, contaminated or recalled until such products are destroyed or otherwise disposed of in accordance with CCC regulations.

All processed cannabis will be wholesaled to other licensed Marijuana Establishments within the Commonwealth of Massachusetts, and shall only leave the Premises through an internal shipping/receiving sally port allowing for direct transfer into a secure vehicle that is licensed by the CCC for marijuana transportation. The sally port will be secured with an overhead roll-down gate that will be locked at all times that it is not in use. The sally port may be shared with another licensed ME in the same building, but the Applicant will have exclusive access to the sally port during its designated shipping/receiving times. The applicant will not be conducting any direct to consumer sales at the Premises and foot traffic will be kept to a minimum.

Odor Mitigation:

Grow rooms, will utilize an airtight construction with all air circulated through a sophisticated ventilation and odor mitigation system. The centerpiece of the system will be an inline exhaust fan in each grow room, which operates at 200-300 CFM, and will completely recirculate the closed loop reverse pressure atmosphere within the grow room every 15-25 minutes.

The exhaust fans are each connected to a spiral duct distribution and all ducts will be equipped with activated carbon filters. Activated carbon filters use a bed of activated carbon to remove contaminants and impurities through chemical adsorption. Adsorption is a process whereby pollutant molecules passing through the filter are trapped inside the pore structure of the carbon substrate. By using activated carbon, which is a processed form of carbon characterized by small, low-volume pores, these filters can effectively increase the surface area available for adsorption thereby increasing the efficiency of the adsorption process.

The Applicant intends to install a combination of MERV 8 pre-filters and MERV 13 final filters. "MERV" stands for "Minimum Efficiency Reporting Values" and it is a standardized rating system derived from a test method developed by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) [see www.ashrae.org]. The MERV rating system reports a filter's ability to capture particles between 0.3 and 10 microns (µm). The higher the MERV rating the better the filter is at trapping specific types of particles. A filter with a MERV 13 rating captures over 90% of particulates over 0.3 microns. This includes bacteria droplets from sneezing, smoke and most other sources of pollution. This level of filtration is commonly used in surgery areas of hospitals.

Any remaining odor molecules will be treated using an Uvonair CD 1200 ozone machine for additional odor mitigation, before exiting the building through a top of

§7.10.6(3): Narrative Contents

building vent. This system is expected to remove nearly 99% of all odor causing molecules.

Additionally, the Applicant will train all employees in operational best practices for odor control, including, but not limited to, (i) use and maintenance of automatic door closers and seals on all entry and exit doors and all doors between vault, inventory, sales, break room and office areas; and (ii) and regular filter replacement schedules. The Applicant will monitor and inspect to ensure all implemented procedures are followed and will perform a regular review of maintenance logs and performance records.

Harvesting or other high odor activities will be conducted at the facility during times when exterior activity in public spaces is at a minimum. Through these measures, we are confident the odors will not constitute a nuisance as per Holyoke Code of Ordinances Performance standards 6.5.1.

Waste Management:

All marijuana plant waste including stalks, stems, flower, and trimmings rendered useless or expired per CCC regulations will be disposed of in compliance of Massachusetts Department of Environmental Protection Commercial Organics Waste Ban and Massachusetts law under 935 CMR 500.105(12). As required, solid plant matter will be ground-up, mixed with a compostable medium like mulch, soil, or yard waste to render it unusable. This mixture will be stored in locked storage bins located in the sally port, and a hauling service will transport it to a composting or Anaerobic operation processing facility. All documentation of this plant matter including description, dates of harvest, processing, storage, transportation and facility information, as well as double ME witness signatures will be recorded.

Wastewater will be minimal, as the Applicant will be utilizing a closed loop hydroponic system that recycles water multiple times. Any water containing minerals or added compounds that is unusable will be treated as wastewater and disposed of in compliance with federal and state regulations.

- f. Security Plan Approval: A written notice from the Chief of Police shall be submitted to the City Clerk stating that an acceptable Security Plan has been reviewed and approved. The Security Plan shall include the location and details of all security measures for the site, including but not limited to lighting, fencing, gates, waste disposal, alarms and similar measures ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.***

Please see **Appendix A-5** for a written notice from the Chief of Police, stating that an acceptable security plan has been reviewed and approved.

§7.10.6(3): Narrative Contents

g. Exterior Security Measures: Details of all proposed exterior security measures for the marijuana establishment.

High resolution security cameras will monitor the entrance, sally port door, and parking area at all times. Video monitoring will be operational 24hrs a day, 7 days a week and be saved for 90 days or longer if requested by authorities. All exterior cameras will have night vision capability, and the building exterior is already equipped with sufficient lighting for 24-hour video surveillance, so no additional exterior lighting is proposed.

Alarms and locks will be utilized on all entryways and exits, as well as on interior offices, storage areas and cultivation rooms. The Applicant will use a two alarm, redundant system to ensure continuous operation, security and compliance. In the event that an alarm triggers, the security system will automatically notify the owner, general operations manager, landlord and Holyoke Police Department of any breach.

The Applicant will regularly inspect and maintain all video monitoring, alarm systems, and exterior lighting to ensure they are kept in good working order. A separate designated back-up battery system will be utilized to ensure that all security systems continue functioning in the event of power outages.

Additional Security Measures shall include, but not be limited to, the following:

- Background checks for all persons employed by the Applicant.
- All deliveries and transfer of goods will be completed in enclosed sally port.
- Delivery times will be irregularly scheduled to prevent predictable, routine-scheduled deliveries or shipment of product.
- The Applicant will utilize seed-to-sale and state authorized tracking software to securely label, record plant growth, final product, and sale transactions.
- Key code locks or employee scan cards for doors to all secure areas.
- All grow materials and agents properly labeled and stored
- Fire Safety compliance, inspections, and sprinkler system in good working order.
- Carbon Monoxide detectors, thermostats, and CO2 Monitors in grow rooms.
- All staff complete OSHA safety practices and educational training at orientation. All staff provided work gear and personal protective equipment.
- All visitors outside the office area, will receive instruction in safety standards and guidelines, also provided personal protective equipment, before entering operational areas of facility.

h. Development Impact Statement: A Development Impact Statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.

§7.10.6(3): Narrative Contents

Please see the Applicant's Development Impact Statement included in this Application.

- i. **Traffic Impact Statement:** *A traffic impact statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.*

Please see the Applicant's Traffic Impact Statement included in this Application.

- j. **Special Permit Fee:**

A special permit fee in the amount of \$500.00 is included herein.

§7.10.7: Findings

§7.10.7:

FINDINGS

7.10.7 FINDINGS. In addition to the standard Findings for a Special Permit under Section 9.3.2, the City Council must also find all the following:

- a. That the MME is designed to minimize any adverse impacts on abutters and other parties in interest.
 - The MME is strategically located within the IG District, as are all of the Project's abutters.
 - The MME will utilize an existing building and only minimal exterior modifications are proposed.
 - All MME operations will take place within the fully enclosed Building and shall not be visible from any public roads.
 - The MME will utilize a sophisticated ventilation system to ensure that:
 - no odor from marijuana cultivation or processing can be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to the MME; and
 - no hazardous chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere.
- b. That the MME demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations.
 - The Applicant has received a provisional license for a Marijuana Microbusiness in accordance with M.G.L. c.94G and 935 CMR 500.000, which is attached hereto as Exhibit A-10.
 - The Applicant has executed a Host Community Agreement with the City of Holyoke. See the Host Community Agreement Certification Form attached hereto as Exhibit A-6.
 - Copies of all related registrations, licenses and permits shall be made available upon request.
 - The Applicant has developed written protocols and procedures to remain in compliance with all applicable state laws and regulations.
- c. That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance.

§7.10.7: Findings

- The MME is located in the IG District and is appropriately sited in accordance with the Zoning Ordinance. See Zoning Determination Letter from the Holyoke Building Department, attached hereto as Appendix A-7.
 - In accordance with Section 82-3 of the Holyoke ordinance on taxation, all taxes, fees and assessments on the property and the Applicant are current and up to date. See the certification from the City Treasurer and Tax Collector attached hereto as Appendix A-8.
 - The MME will meet all operational requirements identified in Section 7.10.5 of the Zoning Ordinance.
 - A special permit application for the MME has been submitted in accordance with the Application Procedure and Requirements identified in Section 7.10.6 of the Zoning Ordinance.
- d. That the marijuana facility project meets a demonstrated need of the community.
- The MME will include renovations and updates to an under-utilized building.
 - The MME will provide employment opportunities for City residents.
 - The MME will bring needed tax revenue to the City through property taxes and it will also contribute up to a 3% impact fee agreed upon in accordance with the Host Community Agreement (HCA) that the Applicant has entered into with the City of Holyoke.
- e. That the MME provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product is adequately secured.
- MME operations will take place within a +/- 2,400 square foot limited access area that is locked and monitored at all times. Access will be restricted to MME Agents registered with the CCC, and/or visitors accompanied by a MME Agent in accordance with 935 CMR 500.000 and the Applicant's approved Security Plan.
 - Marijuana and marijuana products will only enter and leave the Building through an internal shipping/receiving sally port, which allows for direct transfer into a secure vehicle that is licensed by the CCC for marijuana transportation. The sally port will be secured with an overhead roll-down gate that will be locked at all times that it is not in use.
 - The interior and exterior of the MME will be monitored at all times by a state of the art CCTV surveillance system equipped with night vision features where appropriate, as well as security alarms on all points of ingress and egress, to prevent theft and any threat to the safety of others. Any trigger of the alarm system shall simultaneously alert the Applicant and the Holyoke Police Department.
 - The MME will be equipped with a vault for secure storage of processed marijuana prior to sale.

§7.10.7: Findings

- Detailed security measures shall be set forth in an approved security plan kept on file with the Holyoke Police Department.
- f. That the MME adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the establishment, and its impact on neighboring uses.
- Parking will meet all requirements of the Zoning Ordinance and will be sufficient for all employees, even at peak traffic times. A total of forty-one (41) parking spaces are located in a large parking lot along the rear of the building as well as along the Western side of the building (along the driveway connecting the parking lot to Cabot Street). A minimum of four (4) parking spaces are designated for use by the Applicant's employees, as shown on the included site plan.
 - The MME is expected to generate approximately 6 motor vehicle trips per day, with peak hours being morning arrivals at 8:00 AM, lunch hours from 1:00-2:00 PM, and evening departures between 5:00 and 8:00 PM.
 - 1 Cabot Street is conveniently located along the P21, T90 and X90 bus lines and is only 0.7 miles from the Holyoke Amtrak Train Station. There is a PVTa Bike Share located at the train station. The Applicant will institute incentives for its employees to utilize public transportation and carpooling or to commute by bicycle.
 - The proposed project is not expected to add any significant demand to existing street infrastructure or traffic patterns. It is also not expected to disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access or egress will not cause congestion, hazard, or substantial change in the established neighborhood character.

§10.1.6(1): Development Impact Statement

§10.1.6(1):

DEVELOPMENT IMPACT STATEMENT

In accordance with Section 7.10.6(1)(h) and Section 10.1.6.1 of the City of Holyoke Zoning Ordinance, the Applicant is submitting the accompanying narrative information to evaluate the impacts of the proposed Project, as they relate to the economy, utilities, landscape, community and the environment.

10.1.6(1)(a): summarize the content of the site plans and set forth the development schedule;

- The Applicant seeks to operate an MME at an approximately 2,400 square foot unit located at 1 Cabot Street, Unit 2B in Holyoke, MA (the “Premises”), with access to building’s shared common areas and entry/exits.
- The Applicant will complete the design and build out in accordance with the requirements of 935 CMR 500, and the City of Holyoke zoning and building ordinances.
- Interior fit-out will provide for cannabis cultivation in two flowering rooms consisting of an aggregate of 1,030 sf, and a 246 sf vegetation room. The remainder of the Premises will be divided into processing and storage areas, as well as offices, a vault, and employee locker rooms and toilet facilities.
- The Applicant will have access to shared common areas such as: entryway, hallways, building entrances/exits, and sally port.
- The Applicant will have four (4) designated parking spaces in the parking lot to the Northeast of the Building, as shown on the included site plan.
- The primary point of egress for employees shall be the sally port located to the southeast of the parking lot, however employees will also have access to alternative points of egress located along Cabot St. All points of egress shall be accessed by common hallways as shown on sheet G100 of the floor plan included with this application.
- All loading and unloading of deliveries will take place within the garage/sally port located to the southeast of the parking lot, as shown on the site plan included with this application. The sally port shall be shared with other tenants on the second floor of the building, however, each tenant shall have exclusive access during their respective designated times for deliveries. A second sally port is available for tenants on the third floor.

Development Impact Statement

- One (of two) exterior signs will be posted by the door that leads to the office and another on the corner of the building directing deliveries to the sally port.
- The Applicant's anticipated schedule for the Project is as follows:
 - Special Permit Approval June 2026
 - Obtain Building Permits August 2026
 - Construction Complete October 2026
 - Open for Operation December 2026
- Pursuant to §7.10.6(4), the site plan packet contains the following components and information:
 - **Locus Plan:** A locus plan showing the entire proposed development and its relation to existing areas, buildings and roads for a distance of 300 feet from the boundaries of the proposed development. The plan shows all contiguous land owned by the applicant or by the owner of the property which is the subject of the application.
 - **Survey Plan:** A current survey plan of the entire parcel is included as part of the submitted site plan.
 - **Improvements Plan:** A plan depicting all existing and proposed buildings, driveways or roads, parking areas, service areas, sally ports, refuse collection areas, sidewalks, paths, landscaping, and etc. is included as part of the site plan.
 - **Photometric Plan:** No new exterior lighting is proposed as part of this application, however a survey of the site illustrating the existing light level (foot candles, fc) for lighting installed at the proposed facility, including associated pole and fixture details, is included with this application
 - **Building Plan:** A detailed internal floor plan showing square footages for each use within the marijuana establishment.
 - **Elevation Plan.** No changes are proposed for the building exterior, however the cover sheet of the Floor Plan includes photographs of the exterior of the existing buildings and structures.
 - **Details.** Detail sheets including, but not limited to, pavement markings, lighting fixtures, fencing, dumpster enclosures, sally port(s), signage (temporary and permanent), and any site improvements are included as part of the submitted site plans.

Development Impact Statement

10.1.6 (1)(b): project the economic benefits and liabilities of the proposed development;

- The Project, as proposed, is anticipated to provide a net economic benefit to the neighborhood community and the City of Holyoke. The Applicant cites the following beneficial impacts resulting from the project:
 - The active use of an existing, under-occupied industrial facility within the community;
 - Hire Holyoke Police Department officers for security details at the Marijuana Establishment, as necessary;
 - Prioritize local contractors during build-out of and ongoing maintenance at the Marijuana Establishment as needed;
 - Additional revenue from projected increase in real property taxes.
 - Ancillary tax benefits in the form of excise tax on company assets registered in the City of Holyoke.
 - Additional meals tax revenue at local establishments frequented by facility employees and customers.
 - Community Impact Fee of up to 3% of gross revenue of the MME.
 - Implement a “Positive Impact Plan” that will offer educational events and a mentoring opportunity for city residents and local entrepreneurs.
- Potential liabilities of the Project are similar to those of any commercial project in the City, mainly the need for emergency services. Unlike other commercial projects, the required, owner-provided security monitoring of the facility will provide emergency services with additional information in the Project vicinity. The Applicant shall provide the Police and Fire Department with the facility’s security plan and its regular updates.

10.1.6 (1)(c): detail the demands which will be placed on city services and infrastructure by the proposed development;

- Demands on city services and infrastructure will not be substantially increased when compared to previous industrial uses of the Property. No increased demand on emergency services is anticipated due to a security plan that will be continually updated and a state-of-the-art security system providing continuous monitoring of the Project.
- The Building is connected to the City of Holyoke gas, electrical, septic and water infrastructure, which shall provide sufficient utilities for the MME operation.
- No natural gas will be utilized by the Applicant. Heating and cooling will be powered by electricity.
- The Building is equipped with an existing sprinkler and fire alarm system, which shall be modified for the proposed layout as required by Code.
- New demands on infrastructure will be mostly limited to water and sewer use. There will be an increase in potable water usage for irrigation, and a minor increase of water for sanitary usages when compared to the previous industrial use of the Property. The majority of water will be reclaimed for re-use and/or lost to transpiration to the plants.

Development Impact Statement

- The facility will use existing water and sewer mains. Storm water and sewage will be handled separately and the plumbing system will be designed with the capacity to connect to separate municipal sewage and storm water systems should they be available in the future.
- The Applicant will utilize high efficiency design and operational methods, including the following:
 - The HVAC and Dehumidification Systems are some of the most energy efficient on the market.
 - The grow rooms will utilize high efficiency LED grow lights in conjunction with programmed algorithm auto-controls to further reduce energy consumption
 - Offices and exterior lighting will also utilize high efficiency lighting fixtures.
 - The facility will be equipped with ductless electric heating/cooling units.
- The operations will not result in any additional load to the municipal natural gas supply.
- Impacts from surficial runoff and the City of Holyoke drainage system will not change from the existing condition. There will be no increase in impervious surfaces associated with the Project.

10.1.6 (1)(d): explain how the proposed development will be integrated into the existing landscape through design features such as vegetation buffers and the retention of open space and/or agricultural land;

- The Project will remain consistent with the standards and purpose of the IG District through the adaptive reuse of an existing industrial building.
- No exterior modifications are proposed.

10.1.6 (1)(e): demonstrate the consistency and compatibility of the proposed development with the existing master plan or similar documents;

- The Project, as proposed, complies with the City of Holyoke Zoning Ordinance to the maximum extent practicable.
- The Project is located within the IG District, as are all of the Project's immediate abutters, and the proposed use is allowed in the IG District by special permit of the City Council.
- There is no pre-existing public or private school providing education in pre-kindergarten, kindergarten or any grades 1 through 12 within 200 ft of the Premises.

10.1.6 (1)(f): account for the impact of the proposed development on all streets and intersections adjacent to or within one-fourth (1/4) mile of the project boundaries or other such distance as may be approved by the Planning Board;

Development Impact Statement

- The proposed Project will not adversely impact streets and intersections within one-quarter of a mile of the Property. Construction phase activities are limited to the interior of the building. Construction will take place between the hours of 7 am and 7 pm, or as limited by the Building Inspector. The majority of construction deliveries are anticipated to occur after the AM Peak traffic hour and prior to the PM Peak traffic hour to limit impacts on adjacent roadways.
- The proposed Project is not expected to result in any material increase to traffic in the surrounding area. The proposed MME does not include a retail business, and will only require 1-2 full time employees, and 1-2 part-time employees. Deliveries will be approximately once per month, and will take place in an enclosed sally port.

10.1.6 (1)(g): detail adequate measures to prevent pollution of surface water or groundwater to minimize erosion and sedimentation and to prevent changes in groundwater levels, increased runoff and potential for flooding;

- The Project is utilizing an existing industrial building, with no exterior construction, therefore is anticipated to have minimal impacts to groundwater or surface water and cause little to no additional soil erosion. No increase in quantity of stormwater runoff or degradation of quality of stormwater runoff is anticipated from the Project.

10.1.6 (1)(h): assure that outdoor lighting, including lighting on the exterior of buildings or lighting in parking areas is arranged to minimize glare and light spillover to neighboring properties;

- No additional lighting is proposed for the Property. Existing external lighting is placed to minimize spill over to adjacent properties. A minimum light level of 1.0-candlefoot at ground level is anticipated for all walkways, loading areas and other places traveled by pedestrians on the Property.

10.1.6 (1)(i): assure that all permits or licenses that may be required by federal, state or local law have been obtained, or will be obtained before construction begins.

- The Project shall comply with all state statutes and regulations, including but not limited to, M.G.L. c..94G and 935 CMR 500.000.
- The Applicant has applied to the CCC for a provisional license for a Tier 1 Marijuana Cultivation facility in accordance with M.G.L. c..94G and 935 CMR 500.000.
- There will be no construction started prior to the Applicant's receipt of a special permit and all necessary building permits from the City of Holyoke.

§10.1.6(2): Traffic Impact Statement

§10.1.6(2):

TRAFFIC IMPACT STATEMENT

In accordance with Section 7.10.6(1)(i) and Section 10.1.6(2) of the City of Holyoke Zoning Ordinance, the Applicant is submitting the accompanying narrative to document existing traffic conditions in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic.

10.1.6(2)(a): The projected number of motor vehicle trips to enter or leave the site estimated for daily and peak hour traffic levels.

The proposed facility is approximately 2,400 square feet and will be operated by 1-2 full-time employees and 1-2 part time employees. In addition to traffic generated by employees, the Applicant anticipates occasional (approximately 1-2 times per month) marijuana transportation vehicles traveling to the MME to pick up finished marijuana product. In total, the Applicant projects that the MME operations will generate approximately 6 additional motor vehicle trips per day, with peak hours being morning arrivals at 8:00 AM, lunch hours from 1:00-2:00 PM, and evening departures between 5:00 and 8:00 PM. Efforts will be made to schedule deliveries during off-peak hours.

10.1.6(2)(b): The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by proposed use of the site.

There is not expected to be any material impact on vehicular movements at the main intersections of Canal St and Cabot St, or Canal St and Water St.

10.1.6(2)(c): Traffic flow patterns at the site including entrances and egresses; loading and unloading areas, and curb cuts on-site and within five hundred (500') feet of the site.

The primary point of egress for employees shall be the sally port located to the southeast of the parking lot, however employees will also have access to alternative points of egress located along Cabot St. All points of egress shall be accessed by common hallways as shown on sheet G100 of the floor plan included with this application.

All loading and unloading of deliveries will take place within the garage/sally port located to the southeast of the parking lot, as shown on the site plan included with this application. The sally port shall be shared with other tenants on the second floor of the building, however, each tenant shall have exclusive access during their respective designated times for deliveries. A second sally port is available for tenants on the third floor.

§10.1.6(2): Traffic Impact Statement

10.1.6(2)(d): A detailed assessment of the traffic safety impacts of the proposed project or use on the carrying capacity of any adjacent highway or road, including the projected number of motor vehicle trips to enter and depart from the site estimated for daily hour and peak hour traffic levels, road capacities, and impact on intersections existing daily and peak hour traffic levels and road capacities shall also be given.

The proposed project is not expected to add any significant demand to existing street infrastructure or traffic patterns. It is also not expected to disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access or egress will not cause congestion, hazard, or substantial change in the established neighborhood character.

The MME is expected to generate approximately 6 motor vehicle per day, with peak hours being morning arrivals at 8:00 AM, lunch hours from 1:00-2:00 PM, and evening departures between 5:00 and 8:00 PM.

10.1.6(2)(e): A plan to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means.

1 Cabot Street is conveniently located along the P21, T90 and X90 bus lines and is only 0.7 miles from the Holyoke Amtrak Train Station. There is a PVT A Bike Share located at the train station. The Applicant will institute incentives for its employees to utilize public transportation and carpooling or to commute by bicycle.

10.1.6(2)(f): An internal traffic and pedestrian circulation plan designed to minimize conflicts and safety problems.

The building sits alone on a parcel with a canal on one side, the Ct River on the other, and railway tracks running along the back of the property. The building faces Rt 141, at the start of Cabot Street. There are sidewalks along both sides of the road. The sally port for deliveries and primary points of egress are all located along the parking lot in the rear of the building, which is accessed via a driveway located along Cabot Street. Frontage area and parking lot is kept free of debris, entryways and parking spots are clearly marked, exterior lighting is regularly checked for functionality.

10.1.6(2)(g): Adequate pedestrian and bicycle access to adjacent properties and between individual businesses within a development.

The proposed project will not change any existing access for bicycles and pedestrians.

10.1.6(2)(h): Specific mitigation measures which alleviate impacts to the adjacent roadway network.

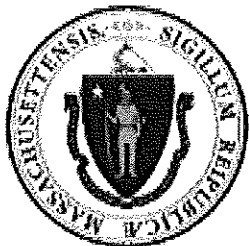
The Applicant will institute incentives for its employees to utilize public transportation and carpooling or to commute by bicycle.

§10.1.6(2): Traffic Impact Statement

10.1.6(2)(i): The Planning Board may require a detailed traffic study for higher-volume traffic generating uses, regardless of any MEPA action or waiver.

The proposed project is not expected to generate higher-volume traffic levels; the Applicant therefore requests a waiver of any detailed traffic study requirements.

Appendix A-1
Certificate of Organization



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001585365

1. The exact name of the limited liability company is: RED BARN GROWERS LLC

2a. Location of its principal office:

No. and Street: 24 PICKERING STREET
 City or Town: CHICOPEE State: MA Zip: 01013 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 24 PICKERING STREET
 City or Town: CHICOPEE State: MA Zip: 01013 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: STEPHEN G. ROCHE
 No. and Street: 35 WILLOW STREET
UNIT 203
 City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA

I, STEPHEN G. ROCHE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAVID B. GREY	24 PICKERING STREET CHICOPEE, MA 01013 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	STEPHEN G. ROCHE ESQ.	35 WILLOW STREET, UNIT 203

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DAVID B. GREY	24 PICKERING STREET CHICOPEE, MA 01013 USA

9. Additional matters:

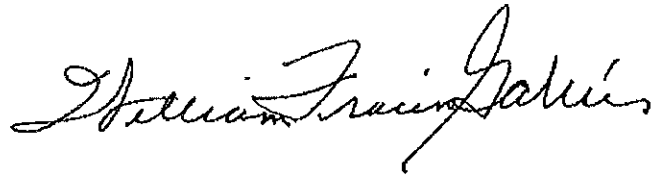
SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of May, 2022,
STEPHEN G. ROCHE

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 26, 2022 11:33 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Appendix A-2
Lease Agreement



2054
20 Spaulding Ave., Unit A
Rochester, NH 03868
TomKaren@gsinet.net
(603) 731-0196
<https://www.miltonhiltonllc.com>

LEASE AGREEMENT

ARTICLE I -- REFERENCE DATA

1.01 Subjects Referred to:

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this article:

TENANT and TENANT'S ADDRESS:

Red Barn Growers, LLC

LANDLORD and LANDLORD'S ADDRESS:

Milton Hilton, LLC c/o
Spaulding Ave Industrial, LLC
20 Spaulding Ave Unit A
Rochester, NH 03868

SCHEDULED TERM COMMENCEMENT DATE: Sept. 1, 2022

SCHEDULED RENT COMMENCEMENT: Feb. 1, 2023

TENANT'S SPACE:

#5/6 on 2nd floor of Building
Located at 1 Cabot Street
Holyoke, MA 01040
3600sf +/-

LEASE TERM/OPTIONS:

First lease term- 5 years
Option terms- 2@5 years each

BASE RENT:

First Term- \$25/sf, \$7500/mo.
Sec. Term- \$30/sf, \$9,000/mo.
Third Term- \$35/sf, \$10,500/mo.

SECURITY DEPOSIT:

\$7,500 due upon Provisional
License

RESERVE PERIOD:

Sept. 1 to Feb. 1, 2023. Tenant
will pay

TJC DBS

MILTON HILTON, LLC

LEASE AGREEMENT

RESERVE PERIOD RENT:

Tenant will pay 25% of the rent amount due for the months of Sept, October, and November of 2022, then 50% for the next Three months, or until Tenant receives Provisional License, whichever occurs first.

ADDITIONAL RENT;

Prorated share of Insurance, taxes, building maintenance, repairs, common area maintenance and security. NNN charges will be billed on the first of each month and due by the 15th of that month.

UTILITES:

Tenant will pay for all his own utilities and services.

PERMITTED USES:

Cannabis products- cultivation/ manufacturing business and related business.

INSURANCE-comprehensive general liability combined single limit including broad form coverage.

\$2,000,000.00

CANCELLATION CLAUSE:

If Tenant cannot obtain necessary licenses, permits, or financing, then Tenant may elect to terminate this agreement by giving 30 days prior notice.

1.02

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ARTICLE II- PREMISES AND TERM/OPTIONS

2.01 Landlord hereby LEASES unto Tenant and Tenant hereby hires from Landlord Tenant's space which is more fully set forth on Exhibit A (sometimes referred to as the "Premises"). The Premises shall be used by Tenant only for those purposes designated in Article I and for no other purpose or purposes. This Lease shall be subject to all matters of record.

2.02 TENANT SHALL HAVE AND HOLD said Premises, unless sooner terminated as herein provided, commencing on the Scheduled Term Commencement Date. If the Tenant occupies the Premises prior to the Scheduled Term Commencement Date, then the Scheduled Term Commencement Date shall be the date of occupancy. Each Lease Year shall end on the one-year anniversary of the commencement date of the lease.

2.03 TENANT shall lease the premises for an initial term of 5 years at the lease rate described in ARTICLE I. TENANT will have two optional extension terms of five years each at the rate described in ARTICLE ONE.

ARTICLE III - RENT

3.01 Upon receipt of Provisional License, Tenant shall pay to Landlord the sum of \$7,500.00 which will be the security deposit. All rent payments will be made on the first of each month during the term (or any extension term) hereof, without deduction or offset. Said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to Landlord or to such agent and at such place as Landlord shall from time to time in writing designate. If Tenant does not pay base rent, supplemental and additional rents, other fees and charges (collectively the "payments") within ten (10) days after such payments are due pursuant to the terms of this Lease, then Landlord, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that Tenant fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the payment(s) due in addition to the payment(s) then due.

3.02 Additional rents will be billed on the first of each month and due on the 15th of each month. Those rents, which are also the triple net charges, will include

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Page: 3

MILTON HILTON, LLC

prorated share of all property taxes, common area maintenance, insurances, building maintenance and repairs, and building security.

3.03 Intentionally left blank

ARTICLE IV - COVENANTS

4.01 Landlord shall not be liable to Tenant for interruption in or cessation of any service rendered to the Premises or the building, or agreed to by the terms of this Lease, due to any cause beyond Landlord's control, including, without limitation, due to accident, the making of repairs, alterations or improvements, labor difficulties, and trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building.

4.02 Insurance. The Landlord agrees to ensure the building for its full insurable replacement value with a Fire and Extended Coverage Insurance Policy, including with respect to all improvements authorized during the Lease Term, with any extension periods.

4.03 Within thirty (30) days following the Lease Commencement Date, Landlord shall begin any renovations to the building on the Premises as necessary for tenant to begin fit up work and complete work in a timely fashion.

ARTICLE V - TENANT COVENANTS

5.01 Tenant acknowledges by entry thereupon that he accepts said Premises in "as is" condition. During said term and further time as the Tenant holds any part of said Premises:

(a) To pay, when due, all rent and other charges set forth herein; all charges for all utilities, including, without limitation, gas, heat, security systems, electricity, telephone, and other communication systems used at, and supplied to the Premises, and all other operating expenses and utilities.

(b) To keep said Premises in as good order, repair, and condition. At the termination of this Lease, peaceably to yield up said Premises and all additions, alterations, and improvements thereto in such good order, repair, and condition, first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force, it being agreed and understood that Tenant's operation of a cannabis cultivation business on the Premises shall not be deemed a violation of this provision. If Landlord in writing permits Tenant to leave any improvements, goods and chattels at the Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.

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(Landlord/Tenant Initials)

(c) Not to injure or deface said Premises or building; not to permit on said Premises any auction sale (except for sales conducted by Tenant as a fundraising activity with prior written approval of Landlord, which approval shall not be unreasonably withheld), Tenant will not store inflammable fluids, or chemicals. Except as provided under the provisions of this Lease, Tenant will not cause a nuisance, objectionable noise or odor; will not permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building located on the Premises, or its contents or liable to render necessary any alterations or additions to the building located on the Premises.

(d) Not to obstruct in any manner any portion of the building located on the Premises, not hereby demised or the sidewalks or approaches to said building located on the Premises, or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Premises, the building, its facilities and approaches.

(e) Not to assign this Lease nor make any sublease at any time except as provided in Article VI.

(f) Not to make any improvements, alterations or additions, without on each occasion obtaining prior written consent of the Landlord, which, for non-structural alterations and improvements, including, without limitation, with regard to HVAC, lighting, interior wall, floor and ceiling rebuilding, window removal or repair, and loading dock and exterior wall repairs, all as consistent with the use of the Premises as a cannabis cultivation facility, shall not be unreasonably withheld or delayed. All improvements, alterations or additions shall not be made before submission to and approval by Landlord of plans and specifications. All improvements, alterations, and additions must be performed by licensed contractors and completed in a workmanlike manner, complying with all applicable building codes, ordinances, laws and regulations.

(g) To save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Premises, and to any persons or property anywhere occasioned by an omission, neglect or default of Tenant or of Tenant's employees, agents or visitors, and Tenant hereby releases the Landlord from all claims for loss of life, personal injury or damage to property or business sustained by Tenant, or any person claiming through Tenant, other than resulting from the negligent or intentional misconduct of Landlord or its agents, resulting from any fire, accident, occurrence or condition in or upon the Premises or any part thereof, including, but not limited to, such claims for loss of life, personal injury or damage resulting from (1) any defect in or failure of plumbing, heating or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings or walks; (2) any equipment or appurtenances being out of repair; (3) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises, (4) the backing up of any sewer pipe; (5) the escape of steam or hot water; (6)

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(Landlord/Tenant Initials)

MILTON HILTON, LLC

water, snow or ice being upon or coming through the roof or any other place upon or the Premises; (7) the falling of any fixture, plaster or stucco; and (8) broken glass.

(h) To hold all property of Tenant, including fixtures, furniture, equipment and the like the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed attributable to the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about the Premises by Tenant.

(i) To permit Landlord or its agents to examine the Premises at reasonable times and to show the Premises to prospective purchasers and mortgagees; and to show the Premises to prospective tenants during the twelve (12) months preceding the expiration of this Lease. Any entry to the premises will comply with conditions necessary to safeguard Tenant's business operations, and in compliance with all CCC Regulations.

(j) To ensure Landlord and Tenant, as their interests appear, against loss of the contents and improvements of the Premises under standard form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the Landlord shall require or approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall advise Landlord in writing upon its receipt of or failure to obtain the waiver of subrogation provision.

(k) To pay Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of this Lease which has not been complied with.

(l) Not to permit in good faith any employee of Tenant to violate any covenant or obligation of Tenant hereunder.

(m) Not to suffer or permit any lien of any nature or description to be placed against the building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the building, the Premises, or any portion thereof.

(n) To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by the Tenant of the Premises.

(o) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.

(p) That acceptance by Landlord of a lesser sum than the base rent supplemental rent or other fees or charges then due shall not be deemed to be other than on account of the earliest installment of such rent or other fees or charges due, nor shall any endorsement or

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statement on any check or any letter accompanying any check or payment as rent or other payments be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease. The delivery of keys to any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

(q) That Landlord may enter upon the Premises in an emergency, with notice to Tenant as soon as practicable, and without being deemed guilty of an eviction or disturbance of Tenant's use or possession.

(r) That Tenant's signage shall be at Tenant's cost and shall be subject to Landlord's written approval of design and location prior to installation, which approval shall not be unreasonably withheld or delayed. Such approved signage shall be in accordance with all local and state governmental codes.

5.02 Insurance and Indemnification.

(a) The Tenant agrees (1) to carry comprehensive general liability insurance including Broad Form Comprehensive General Liability coverage on the Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require or approve, (2) to provide Landlord with satisfactory evidence of such insurance and (3) to add Landlord as an additional named insured on all such insurance policies.

(b) Except as set forth below in subparagraph (c), Tenant agrees to save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Premises, except to the extent it is the result of the gross sole negligence or intentional misconduct of Landlord or its agents, and to any persons or property anywhere occasioned by an omission, neglect, or default of Tenant or of employees, agents or visitors of Tenant.

(c) Insofar as and to the extent that the agreements reflected in this Lease may be effective without making it impossible to secure fire and so-called "extended coverage" casualty insurance by the party to be charged hereunder from a responsible insurance company doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), the Landlord and Tenant mutually agree with respect to any insurable property loss, that the one suffering such loss, hereby and hereafter releases the other of and from any and all claims with respect to such loss to the extent of the insurance coverage, and each do further mutually agree that the one of them suffering such loss or its insurance companies and insurers shall have no right, nor right of subrogation, against the other on account thereof. If extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such extra premium in the amount thereof. If, at the written request of one party, this release and nonsubrogation provision is waived, then the obligation of reimbursement for such extra premium shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability from claims.

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(d) Tenant covenants and agrees that neither Tenant nor its agents or employees shall ever store, generate, handle or use any hazardous, toxic or special wastes, materials or substances including without limitation asbestos, waste oil and petroleum products (the "Hazardous Materials") in at or on the Premises. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord for and against any and all claims, loss, injury, harm costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that Tenant fails to comply with any of the provisions contained in this Paragraph. The terms of this Paragraph shall expressly survive the expiration or earlier termination of this Lease.

(e) Compliance with Law. Tenant shall at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant in the building containing the Premises, shall tend to disturb any other tenant. It is the responsibility of the Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises.

(f) Landlord represents, to the best of its knowledge, it is aware of no toxic waste or hazardous materials on the Premises.

ARTICLE VI— ASSIGNMENT, SUBLETTING AND MORTGAGING SUBORDINATION AND ESTOPPEL

6.01

Assignment, Subletting & Mortgaging

(a) The Tenant shall not be permitted to assign, mortgage, or encumber this Lease without the Landlord's permission, which may be withheld or conditioned at Landlord's discretion; provided, however, the Landlord shall not unreasonably withhold or delay its consent to a sale or assignment to affiliate/subsidiary/successor. In the event of any permitted assignment, the Tenant shall always remain liable for the full performance of Tenant's obligations.

(b) Tenant will not sublet or permit the Premises or any part thereof to be used by others, without Landlord's prior express written consent in each instance, which consent shall not be unreasonably withheld or delayed. The consent by Landlord to any subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any further subletting nor shall any such consent by Landlord serve to relieve or release Tenant or Guarantors from their obligations to fully and faithfully observe and perform all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed.

(c) Procedure:

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(i) If Tenant shall desire to assign or to sublet the Premises, Tenant shall give notice thereof to Landlord. Upon receipt of such notice, Landlord shall have the following option to be exercised within thirty (30) days from receipt of Tenant's notice.

(ii) In the event Tenant's notice is of Tenant's desire to make an assignment or a subletting of all or substantially all of the Premises, except as provided in 6.01(a), Landlord shall have the option to cancel and terminate this Lease as of the date proposed by Tenant for such assignment or subletting, which option shall be exercised within the aforesaid thirty (30) day period and on which date the term of this Lease shall cease and expire with the same force and effect as if such date were originally provided herein as the expiration of the term hereof.

(iii) Tenant shall submit to Landlord in writing (a) the name of the proposed assignee or subtenant; (b) the terms and conditions of the proposed assignment or subletting (including copies of the proposed assignment or sublease); (c) the nature and character of the business and credit of the proposed assignee or subtenant, and any other information reasonably requested by the Landlord.

(iv) With regard to any proposed subletting, its consent to any such proposed subletting to subsidiary/successor shall not be unreasonably withheld or unduly delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its reasonable judgment it determines that:

1. The financial condition or general reputation of the proposed subtenant is not consistent with the extent of the obligation undertaken by the proposed sublease.
2. The proposed use of the Premises is not appropriate for the building or in keeping with the character of the existing tenancies or permitted by the Tenant's Lease (but the foregoing shall not be deemed to enlarge the purposes for which the Premises are permitted to be used as set forth in this Lease).

(d) As a condition of Landlord's consent to any permitted assignment or subletting, each assignee or Subtenant of this Lease shall assume in writing on Landlord's form all of the terms, covenants and conditions of this Lease on the part of Tenant hereunder to be performed and observed and an original or duplicate original of the instrument of assignment and assumption or of the sublease agreement shall be delivered to Landlord within fifteen (15) days following the making thereof. Any instrument of sublease shall specifically state that such sublease is subject to all the terms, covenants and conditions of this Lease. At the time of requesting Landlord's consent, Tenant shall pay to Landlord the sum of \$500.00 as a processing fee for each assignment and/or subletting.

(e) It is agreed that if Landlord shall not exercise any of its foregoing options and shall consent to such permitted assignment or subletting, and Tenant shall thereupon assign this Lease or sublet all or any portion of the Premises, then and in that event

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Tenant shall pay to Landlord, as additional rent, (1) in the event of a permitted assignment, the amount of all monies, if any, which the assignee has agreed to and does pay to Tenant in consideration of the making of such assignment; and (2) in the event of subletting the amount, if any, by which the fixed basic rent and additional rent payable to the sub lessee to Tenant shall exceed the fixed base rent plus additional rent allocable to that part of the Premises affected by such sublease, pursuant to the provisions of this lease plus the amounts, if any, payable by such sub lessee to Tenant pursuant to any side agreement as consideration (partial or otherwise) for Tenant making such subletting. Such additional rent payments shall be made monthly within five (5) days after receipt of the same by Tenant or within five (5) days after Tenant is credited with the same by the assignee or sub lessee. At the time of submitting the proposed assignment or sublease to Landlord, Tenant shall certify to Landlord in writing whether or not the assignee or sub lessee has agreed to pay and monies to Tenant in consideration of the making of the assignment or sublease other than as specified and set forth in such instruments, and if so Tenant shall certify the amounts and time of payment thereof in reasonable detail.

(f) If this Lease shall be assigned, or if the Premises or any part thereof be sublet or occupied by any person or persons other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant and apply the net amount collected (which may be treated by Landlord as rent or as use and occupancy) to the rent herein reserved but no such assignment, subletting, occupancy or collection of rent deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

(g) Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the rent, additional rent and adjustments of rent, and for the due performance of all their terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. No assignment shall be binding on Landlord unless, as herein before provided, such assignee or Tenant shall deliver to Landlord a duplicate original of the instrument of assignment which contains a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Landlord the aforesaid written consent prior thereto. Any assignment, sublease or agreement permitting the use and occupancy of the Premises to which Landlord shall not have expressly consented in writing shall be deemed null and void and of no force and effect.

(h) Further Limitations. In no event shall Landlord be obligated either to consent to any proposed assignment or subletting or to elect to terminate the Lease if at the time of proposal of assignment or subletting, Tenant is in default under any terms of this Lease.

6.02 Estoppel Certificate - Subordination - Attornment - Mortgage. At any time, and from time to time, upon the written request of Landlord or any mortgagee, Tenant within fifteen (15) days of the date of such written request agrees to execute and deliver to Landlord and/or such mortgagee, without charge and in a form reasonably

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satisfactory to Landlord, Tenant; and/or such mortgagee, a written statement (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent, (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed except as shall be stated; (v) certifying that Landlord is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent; if any, paid by Tenant and the date to which such rent has been paid and agrees not to prepay rent more than ten (10) days in advance; (vii) reciting the amount of security deposited with Landlord, if any; and (viii) any other information which Landlord or the mortgagee shall require. The failure of Tenant to execute, acknowledge and deliver to Landlord and/or any mortgagee a statement in accordance with the provisions of this Paragraph within the period set forth shall constitute an acknowledgment by Tenant which may be relied upon by any person holding or intending to acquire any interest whatsoever in the Premises or that this Lease has not been assigned, amended, changed or modified, is in full force and effect and that the minimum rent, Tenant's share of common area expenses and taxes, if any, and all utility charges have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statement and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an event of default. Tenant agrees that, except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage or security instruments (collectively called "Mortgage") that now exist; or may hereafter be placed upon the Premises and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; that if the holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant will attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Landlord under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. At any time so requested by a bona fide purchaser of the Premises or Landlord's mortgagee, but not more than twice annually, Tenant covenants and agrees to deliver to Landlord and/or any such Mortgagee, without charge, a copy of Tenant's most recent and fully completed financial statements, which statements shall be in compliance with general accounting practices. Landlord will request that such financial material be kept confidential. Tenant shall deliver said financial statements to Landlord and/or any such Mortgagee within fifteen (15) days of Landlord's request for the same. Notwithstanding anything to the contrary set forth above, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by execution of a written document subordinating such

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Mortgage to this Lease to the extent set forth therein, and thereupon this Lease shall be deemed prior to such Mortgage to the extent set forth in such written document without regard to their respective dates of execution, delivery and/or recording and in that event, to the extent set forth in such written document such Mortgagee shall have the same rights with respect to this Lease as though this Lease has been executed and a memorandum thereof recorded prior to the execution, delivery and recording of the Mortgage and as though this Lease had been assigned to such mortgagee. Should Landlord or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time; will execute and deliver without charge and in form satisfactory to Landlord, the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form in the event Tenant fails to execute and deliver the instruments and documents as provided for in this Paragraph within the time period set forth, Landlord may treat such failure as an event of default. Notwithstanding the foregoing, if Tenant exercises its option to purchase the Premises, Landlord shall at closing pay off, and effect the removal of, any existing Mortgage on the property

ARTICLE VII - CASUALTY DAMAGE AND EMINENT DOMAIN

7.01 If the Premises, the building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested. Landlord reserves and excepts all rights to damages to the Premises and building and the Lease hold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Landlord shall give Tenant notice of its decision to terminate this Lease within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate. Notwithstanding anything to the contrary, if Landlord does not terminate this Lease, Tenant shall have the obligation to put the Premises in reasonable condition for use and occupation.

ARTICLE VIII - TENANT DEFAULT

8.01 Landlord's Remedies. It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed within fifteen (15) days after written notice of default, (except for payment of minimum rent or other charges, in which case the cure period shall be fifteen (15) days after notice of default), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if

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any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Federal Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangement under any provisions of the Federal Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts - then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord may terminate this Lease by written notice to Tenant specifying the effective date of such termination, and, in addition, shall be entitled to all remedies available to Landlord at law and/or equity, including, without limitation, the remedy of forcible entry and detainer, and Landlord lawfully may enter into the Premises, immediately or at any time thereafter, and without demand or notice, but in compliance with any statute relating to summary process. As an additional remedy, if permitted by law, Landlord may, at its election, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate. Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, that Tenant shall, as of the date of such termination, immediately be liable for and pay to Landlord the entire unpaid rental and all other balances due under this lease for the remainder of the term. In addition, Tenant agrees to pay Landlord as damages for any above described breach, all costs of reletting the Premises including without limitation, real estate commissions and costs of renovating the Premises to suit the new tenant. If this Lease shall be guaranteed on behalf of Tenant, all the foregoing provisions with respect to bankruptcy of Tenant shall be deemed to read: "Tenant or the guarantor hereof" In the event of a default by the Tenant, the Landlord agrees to use reasonable efforts after eviction or surrender of the Premises to mitigate Tenant's loss.

8.02 In the event it shall become necessary for Landlord to collect the rent previously mentioned or to enforce any provisions of this Lease on the part of Tenant to be performed, Landlord shall be entitled to collect reasonable legal fees, costs, and disbursements from Tenant whether or not the Landlord files an action against the Tenant in court.

8.03 Waiver of Jury Trial. Notwithstanding anything in this Lease to the contrary, Tenant for itself, and its heirs, successors, and assigns hereby knowingly, willingly, and voluntarily waives any and all rights such party may have to a trial by jury in any proceeding, including without limitation, a forcible entry and detainer action ("FED") brought by Landlord, or Landlord's successors and/or assigns based upon or related to the provisions of this Lease. Landlord and Tenant hereby agree that any such action, including, without limitation, a FED action or proceeding shall be heard before a

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single judge of the Massachusetts (MA) District Court, or a single justice of the MA Court, or a Federal District Court Judge sitting in the District of MA.

ARTICLE IX - LANDLORD SELF-HELP

9.01 If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herei. Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for account of Tenant, any amount paid o any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor, as additional rent within ten (10) days after being invoiced by Landlord, or save Landlord harmless therefrom.

ARTICLE X - LIMITATION OF LIABILITY

10.01 Tenant agrees to look solely to Landlord's interest in the building for recovery of any judgment from Landlord; it being agreed that Landlord is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain an injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

ARTICLE XI- LANDLORD DEFAULT

11.01 Tenant acknowledges that Landlord has no obligations under this Lease except to ensure the Premises in accordance with paragraph 4.02, to perform repairs in accordance with paragraph 4.03, and to pay Building taxes after receiving payment of such taxes from Tenant. The Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord (subject to the limitation of liability provision set forth in Article X) for satisfaction of such claim.

ARTICLE XII - WAIVER OF RIGHTS

12.01 No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition, or duty.

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ARTICLE XIII - NOTICES

13.01 Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by Certified Mail addressed, if to Tenant, at said Premises after the term of this Lease has commenced and, prior to that time, at Tenant's address or if to Landlord, at the place from time to time established for the payment of rent, and the customary Certified Mail receipt shall be conclusive evidence of such service.

Notices to Landlord shall include: Notices to Tenant shall include:

A copy to:	Atty. Stephen Roche	A copy to:	David B. Grey, Manager
	35 Willow St., Apt. 203		Red Barn Growers, LLC
	Springfield, MA 01103		24 Pickering Street
			Chicopee, MA 01013

ARTICLE XIV - SUCCESSORS AND ASSIGNS

14.01 The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust. In the event of any transfer of Landlord's interest in the Premises, the Landlord or any subsequent transferor shall cease to be liable and shall be automatically released from all liability for the performance or observation of any agreements or conditions on the part of the Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable.

ARTICLE XV - HOLDOVER

15.01 If Tenant remains in possession of the Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, except for base rent, shall be applicable; base rent shall be increased to two (2) times the then current base rent for the period just preceding such termination. Landlord or Tenant may terminate any such month-to-month tenancy by giving the other party thirty (30) days prior written notice. The terms of this provision shall not preclude the Landlord from recovering any other damages which it incurs as a result of Tenant's failure to vacate the Premises at the termination of this Lease.

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ARTICLE XVI - SECURITY DEPOSIT

16.01 Security Deposit. Upon the execution of this Lease, Tenant shall pay over to Landlord the sum of \$7,500.00 which may be held by Landlord throughout the term of this Lease, in an interest bearing account, payable to Red Barn Growers, LLC upon end or cancellation of Lease, as a security deposit for the faithful performance of Tenant's obligations hereunder. Landlord shall have the right to apply any part or the whole of said deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof and in addition, but not a limitation of Landlord's rights, Landlord shall have the right to deduct interest and other late payment charges from the security deposit in the event that the Tenant's payments of minimum rent or other charges required pursuant to this Lease are received beyond the specified time limit in this Lease. Should the Premises be conveyed by Landlord, such deposit; or the balance thereof may be turned over by Landlord to Landlord's transferee, and, if such is done, Tenant hereby releases Landlord from any and all liability with respect to the deposit and its application or return; Tenant agrees to look only to such transferee thereafter. Landlord shall have the right to commingle said security deposit with other funds. If Tenant shall have fully and promptly complied with all of the terms of this Lease during the entire term hereof, and, at the end of the lease term (and extension or renewal thereof, Tenant vacates the Premises in good repair and "broom clean," then said deposit shall be paid over to Tenant.

ARTICLE XVII- MISCELLANEOUS

17.01 If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors, and assigns.

17.02 Landlord and Tenant agree that this Lease shall not be recordable. Landlord and Tenant shall enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

17.03 If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17.04 Any amounts not paid when due by Tenant shall accrue interest at the rate of twelve (12) percent interest per annum.

17.05 The submission of this Lease or a summary of some or all its provisions for examination by Tenant does not constitute a reservation of or option for the Premises or an offer to Lease said Premises.

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17.06 In the event it shall become necessary for Landlord to bring suit in order to collect the rent aforesaid or to enforce any other provision of this Lease on the part of the other to be performed, Landlord shall be entitled to collect reasonable legal fees from the other in connection with the aforesaid enforcement proceedings, provided Landlord shall prevail in such proceedings.

17.07 Tenant warrants and represents that it has not dealt with a real estate broker in connection with the consummation of this Lease except for river Valley Realty Services, and in the event of any brokerage claims against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim.

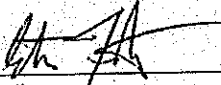
17.08 The index and headings Page herein contained are for convenience only and shall not be considered a part of this Lease.

17.09 The Premises contains a separate water meter and electric meter and serviced by Holyoke Gas and Electric.

17.10 The foregoing constitutes the entire understanding between the parties and may not be modified except in a writing signed by each of the parties.

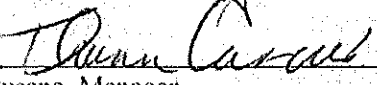
17.11 An electronic version (whether in pdf or some other format) of a signed copy of this Lease shall have the same force and effect as one with original signatures.

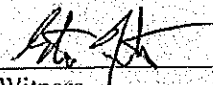
IN WITNESS WHEREOF the parties have set their signatures hereto for the purpose of being legally bound.

 9/6/22
Witness

Milton Hilton, LLC

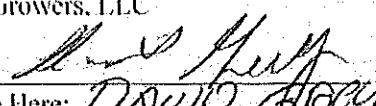
Lessor

Signature:  9/6/22
Thomas Cusano, Manager

 9/6/22
Witness

Red Barn Growers, LLC

Tenant

Signature: 
Print Name Here: DAVID HOOT

Notary

State of Massachusetts

 (Landlord/Tenant Initials)

Page: 17

MILTON HILTON, LLC

LEASE AGREEMENT

County of _____

Personally appeared before me this _____ day of _____, 20____, _____
_____, who acknowledged that he was the duly authorized
Member _____ of Milton Hilton, LLC, and that he signed the within document as
the free act and deed of said limited liability company.

Notary Public/Justice of the Peace
Printed name:
My commission expires:

State of Massachusetts
County of _____

Personally appeared before me this _____ day of _____, 20____, _____
_____, who acknowledged that he was the duly authorized
_____ of _____, and that he signed the within document
as the free act and deed of said company.

Notary Public/Justice of the Peace
Printed name:
My commission expires:

MC DBL

(Landlord/Tenant Initials)

ADDENDUM TO LEASE

Exhibit A

Premises

Attach floor plan

Exhibit B

Landlord Work

1. Landlord agrees to create access thru common entrance and hallways that leads to Tenant's space.
2. Landlord agrees to make available some parking area, as feasible.
3. Landlord will provide common area restrooms for use by Tenant.
4. Landlord will demise off Tenant's Space with appropriate walls and partitions that meet building codes.
5. Landlord will provide power panel to Tenant's space.
6. Landlord will provide water and drains to Tenant's space.
7. Landlord will remove old piping that is not needed, clean space, paint walls and ceilings, refinish concrete floor.
8. Landlord will seal off old staircase in rear of space.

Tenant's Work

1. Tenant will perform all build out as required for Tenant's business operations.
2. Tenant will be responsible for installation of electric wiring for tenant's space.
3. Landlord will repair or replace exterior windows in Tenant's space. Tenant will fit up interior of the windows where exterior light blockage or security is needed.
4. Tenant will be responsible for all permitting requirements and the obtaining and executing of permits as needed for Tenant's occupancy.

DB6
TJC (Landlord/Tenant Initials)

Appendix A-3
Notarized Statement of Landlord

April 15, 2023

City of Holyoke
City Council
Holyoke City Hall
536 Dwight Street
Holyoke, MA 01040

RE: Red Barn Growers, LLC
Special Permit for Marijuana Manufacturing Establishment
1 Cabot Street, Holyoke, Massachusetts

Dear Holyoke City Council:

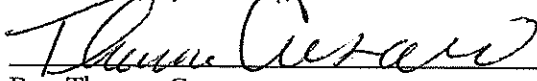
Please accept this letter as formal support of and authority for Red Barn Growers, LLC, its lawful agents, attorneys, assigns, or designees, to apply for any and all necessary local permits in furtherance and accomplishment of its desired use of a portion of the premises located at Units #5 and #6 (2nd floor) of 1 Cabot Street, Holyoke MA, 01040, as appearing on the Holyoke Assessor's Map 048-01-010 (the "Premises").

The undersigned is the landowner of the Premises as evidenced by a deed recorded in the Hampden County Registry of Deeds at Book 22435, Page 79.

Additionally, please note that pursuant to the Lease Agreement entered into by the undersigned and Red Barn Growers, LLC on September 6, 2022, Red Barn Growers, LLC has site control and a right to use the Premises for the siting and operation of a Marijuana Cultivation Establishment, as such term is defined in 935 CMR 500.002.

Very truly yours,

Milton Hilton, LLC



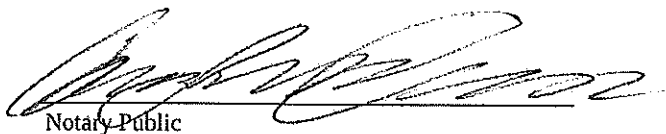
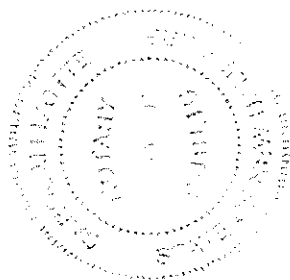
By: Thomas Cusano

Its: Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On April 12th, 2023, before me, the undersigned notary public, personally appeared Thomas Cusano as Manager of Milton Hilton, LLC, proved to me through satisfactory evidence of identification, which was ☐ personal knowledge, ☐ a MA driver's license, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of Milton Hilton, LLC.


Notary Public

My Commission Expires:

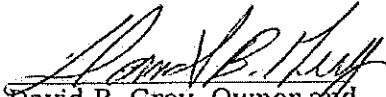
Carol M Lizotte
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 03/23/2027

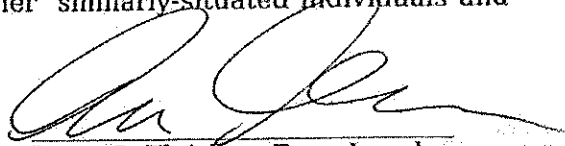
Appendix A-4
Notarized Statement of Ownership and Control

**Red Barn Growers, LLC
Marijuana Establishment
1 Cabot Street • Holyoke**

Notarized Statement of Owners

In accordance with Section 7.10.6(1)(d) of the City of Holyoke Zoning Ordinance, the undersigned members of Red Barn Growers, LLC, and Isaac C. Fleisher, Esq., as legal counsel to Red Barn Growers, LLC, hereby disclose all of the current owners of Red Barn Growers, LLC, including officers, partners, managers, or other similarly-situated individuals and entities and their addresses:

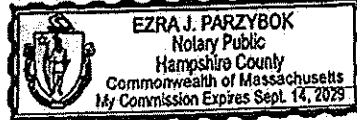

David B. Grey, Owner and
Manager

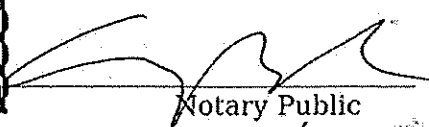

Isaac C. Fleisher, Esq., Legal
Counsel

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On April 28, 2023, before me, the undersigned notary public, personally appeared David B. Grey and proved to me through satisfactory evidence of identification, which was ☐ personal knowledge, ☐ a MA driver's license, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

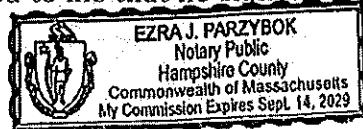


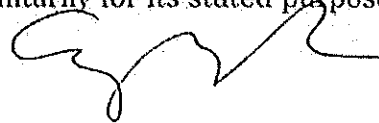

Notary Public
My Commission Expires 9/14/29

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On April 28, 2023, before me, the undersigned notary public, personally appeared Isaac C. Fleisher, Esq. and proved to me through satisfactory evidence of identification, which was ☐ personal knowledge, ☐ a MA driver's license, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





Appendix A-5
Security Plan Approval



**Holyoke Police Department
Inter-Governmental Correspondence**

TO: Mayor Joshua A. Garcia

FROM: David R. Pratt, Chief
Holyoke Police Department

SUBJECT: Red Barn Growers LLC Security Plan 4/28/2023
Approved

DATE: APRIL 28, 2023 **NUMBER:** 23-06

Sir,

I have received a comprehensive security plan from Red Barn Growers LLC for the cultivation of cannabis at 1 Cabot Street.

The security plan includes the locations and details of all security measures for the site, including but not limited to lighting, waste disposal, alarms and similar measures ensuring the safety of their employees and the protection of the premises from theft or other criminal activity.

I have reviewed the comprehensive security plan pertaining to 935CMR 500.110 and/or 935 CMR 501.110.

The plan is a living document. Therefore, it shall be subject to periodic review and improvements, if necessary. I hereby approve of this submitted plan.

Respectfully Submitted,


David R. Pratt
Chief of Police

DRP/hfl

cc: Captain Matthew Moriarty

Appendix A-6
Host Community Agreement Certification Form

Model Host Community Agreement Template

Disclaimer: Pursuant to M.G.L. c. 94G § 4(a), the Commission is authorized to review, regulate, enforce, and approve Host Community Agreements and to develop this Model Host Community Agreement. A Host Community Agreement submitted by a License Applicant, Marijuana Establishment, and/or Medical Marijuana Treatment Center which is determined to conform with this document will be presumed compliant with applicable laws and regulations. While this template is a contractual tool for end users, it should not be interpreted or taken as the Commission providing legal advice. Prior to executing this document, or if you have additional questions regarding the legal requirements for Host Community Agreements, you are encouraged to consult with an attorney.



HOST COMMUNITY AGREEMENT

Between

City of Holyoke

And

Red Barn Growers, LLC

This Host Community Agreement ("Agreement") is entered into and executed this

10th day of JUNE, 2024

by and between

Red Barn Growers, LLC, 1 Cabot Street, Holyoke, MA 01040

a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the "Company") applying for and/or currently holding a license issued by the Cannabis Control Commission (the "Commission") and the Municipality of City of Holyoke ("the Municipality").

WHEREAS, the Company is applying for a Commission license (the "Applicant") and/or is currently licensed by the Commission as a Marijuana Establishment(s) or Medical Marijuana Treatment Center(s) (the "Licensee"), and is located within or plans to locate within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the "Parties") intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and



NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.*, as applicable:

- a) **Marijuana Establishment ("ME")** means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b) **Medical Marijuana Treatment Center ("MTC")** means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.
- c) **Final License** means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) **Fiscal Year** means the time period beginning with July 1st. and end with the following June 30th.
- e) **Community Impact Fee ("CIF")** means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) **Claimed Community Impact Fee ("Claimed CIF")** means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court



of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

- g) **Reasonably Related** means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality:

- ☐ Medical Marijuana Treatment Center
- ☐ Marijuana Cultivator (Indoor)
- ☐ Marijuana Cultivator (Outdoor)
- ☐ Marijuana Product Manufacturer
- ☐ Marijuana Retailer
- ☒ Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)
- ☐ Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)
- ☐ Marijuana Microbusiness (Indoor Cultivation only)
- ☐ Marijuana Microbusiness (Outdoor Cultivation only)
- ☐ Marijuana Microbusiness (Product Manufacturing only)
- ☐ Marijuana Microbusiness (with Delivery Endorsement)
- ☐ Craft Marijuana Cooperative
- ☐ Marijuana Courier
- ☐ Marijuana Delivery Operator
- ☐ Marijuana Transporter
- ☐ Marijuana Research Facility
- ☐ Independent Testing Laboratory
- ☐ Standards Laboratory



☐ Social Consumption Establishment

3. Location.

The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations by the Commission.

4. Compliance.

The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- c) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d) The obligations of the Parties are contingent on the Company:
 - 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality and maintaining such license; and
 - 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
 - 1. If the Company is unable to obtain a Final License from the Commission; or
 - 2. If such local permits and approvals are not granted for any reason.



- f) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

a) CIF

1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s)/MTC(s).
2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
3. The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
5. The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME/MTC license(s) covered under this Agreement.
6. The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
7. The Company shall notify the Municipality within five (5) business days of the



issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.

8. The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
9. The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
10. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
11. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of CIF

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Municipality now affirms the following list of expected Generally



Occurring Fees the Company will be required to pay:

Water fees, Sewer fees, applicable building permit fees, applicable application fees relative to City Ordinances, rules, regulations and applicable state statutes.

The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. Security.

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Energy Usage.

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130,



et seq., and, if applicable, comparative medical regulations.

8. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

9. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect beginning on 6/10/24.
- b) This Agreement shall terminate on 6/9/29.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

10. Notice of Discontinuance of Operations.

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice that shall be no less than 30 business days.
- b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality. The Company shall provide notice to the Municipality no less than 90 days prior to cessation



or relocation of operations.

11. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

12. Confidentiality.

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

13. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

14. Successors/Assignees.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without:

the prior written consent from the Municipality

15. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

16. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

17. Notices

Except as otherwise provided herein, any notices, consents, demands, requests, approvals,



or other communications required or permitted under this Agreement shall be made:
electronically to the addresses identified below for the respective Parties

Identified Address(es) for the Municipality:

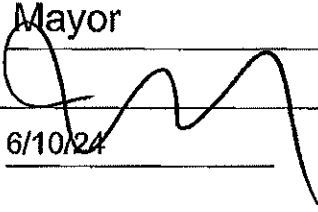
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

Identified Address(es) for the Company:

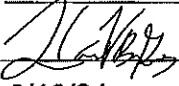
Red Barn Growers, LLC
1 Cabot Street
Holyoke, MA 01040

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

MUNICIPALITY OF City of Holyoke

Duly Authorized Representative Name: Joshua A. Garcia
Duly Authorized Representative Title: Mayor
Duly Authorized Representative Signature: 
Date of Signature: 6/10/24

COMPANY: Red Barn Growers, LLC

Duly Authorized Representative Name: David Grey
Duly Authorized Representative Title: Manager
Duly Authorized Representative Signature: 
Date of Signature: 6/10/24

11



Appendix A-7
Zoning Determination Letter



City of Holyoke

BUILDING DEPARTMENT

Este documento es importante y puede afectar sus derechos y obligaciones. Si no lo entiende, debe ser traducido inmediatamente

February 13, 2023

Isaac Fleisher
413-230-9410
icf@fleisher-law.com

RE: 1 Cabot Street Zoning Verification

On February 13, 2023 the request for a zoning verification letter concerning the MME* usage of the property at 1 Cabot Street was received.

As of February 13, 2023, the property at 1 Cabot Street also identified by the Map Block Parcel of 048-01-010 is zoned IG and is within the Arts and Industry Overlay District (AIOD).

According to the City of Holyoke Zoning Ordinances, Section 7.10.4 Permitted Districts, this parcel meets all of the requirements set forth to be used for Marijuana manufacturing purposes once a special permit has been granted by the City Council.

Any further determination of the applicability of zoning regulations can only be determined with the application for a Building Permit.

Sincerely,

Davin Pasek
Zoning Official

Note: Copies of special permits, variances, and easements are not retained by this office. You may search public records at the Hampden County Registry of Deeds. It is free to search for these records online. The City of Holyoke clerks office maintains special permit records issued by the city council.

**-Marijuana manufacturing establishment (MME), as defined in §7.10.2 Marijuana Facilities.*

CITY HALL ANNEX • 20 KOREAN VETERANS PLAZA • ROOM 300 • HOLYOKE, MA 01040
PHONE: (413) 322-5600 • WEB: WWW.HOLYOKE.ORG/DEPARTMENTS/BUILDING

Birthplace of Volleyball

Appendix A-8
Certification from the City Treasurer and Tax Collector

Form A – Tax Compliance Form

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the Tax Collector and the Treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

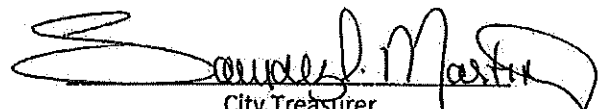
Current	Type
☒	Real Estate
☐	Personal Property
☐	Excise
☐	Payment Plan

Comments:

Applicant: Red Barn Growers LLC
Address: 1 Cabot Street, Holyoke
Property Owner: Milton Hilton, LLC

Respectfully,


Tax Collector
413.322.5530


City Treasurer
413.322.5560

Date: 2/13/2023

Appendix A-9
Original Special Permit Order



City of Holyoke

Order: Special Permit Application of Red Barn Growers LLC to operate a Marijuana Manufacturing Establishment at 1 Cabot Street Units 5 and 6 (048-01-010).

Disposition: Recommended that the special permit be granted with the following conditions:

1. That the owner of the building always pay the commercial property tax rate to the extent allowed by federal, state, and local laws for the duration of the Special Permit.
2. That the business retains a minimum 30% Holyoke residents for non-security jobs.
3. That the hiring preference be given to security personnel that are retired Holyoke police or are a retired member of another police department that now lives in the city of Holyoke.
4. There shall be no marijuana consumption allowed on site.
5. That the hours of operation be set according to City ordinances.
6. That the applicant must abide by Massachusetts General Laws and guidance from the Cannabis Control Commission.
7. That the petitioner/applicant shall conform with city and state health laws, rules, and regulations, including odor nuisance controls, for the duration of the permit.
8. That if substantial progress has not occurred within 2 years of issuance of the Special Permit, an extension shall be required.
9. That the operations for the special permit begin after the completion of a host community agreement or approval of a waiver.

In City Council, on September 5, 2023, the report of Committee received and Adopted on a call of the roll of the yeas and nays --Yeas 12--Nays 0--Absent 0. Councilor Murphy-Romboletti did not vote or participate in discussion on this item.

Brenna Murphy McGee, MMC
City Clerk, City of Holyoke

Presented to the Mayor for Approval
September 6, 2023

Brenna McGee
City Clerk

Mayor's Office
Sept. 6, 2023

[Signature]
Mayor

Appendix A-10
Provisional License Approval



November 14, 2024

Red Barn Growers, LLC
MBN282429
Redbarngrowers@outlook.com

NOTICE: PROVISIONAL LICENSE APPROVED

WHY ARE YOU RECEIVING THIS NOTICE?

The Cannabis Control Commission ("Commission") has approved the issuance of a provisional license subject to the conditions listed below. A provisional license authorizes the applicant to develop, but not operate, the proposed Marijuana Establishment or Medical Marijuana Treatment Center identified in the application, reiterated below:

License Applicant Business Name:	Red Barn Growers, LLC
Establishment Location:	1 Cabot Street Units 5 & 6, Holyoke, MA 01040

Prior to the issuance of a final license, the applicant must satisfy the following conditions:

1. Provisional licensure is subject to the payment of the appropriate license fee within 90 days of an affirmative vote of the Commission pursuant to 935 CMR 500.103(1)(e) and 935 CMR 501.103(1)(d)
2. Provisional licensure does not allow the license holder to cultivate, manufacture, or possess marijuana and/or marijuana infused products (MIPs) prior to being approved for a final license.

WHAT ARE YOUR NEXT STEPS TOWARDS FINAL LICENSURE?

The following next steps are required to move your business through the licensing process unless otherwise indicated.



Step 1: Pay the Required License Fee

\$625.00

To complete the process for obtaining a provisional license, your license fee must be received and processed. The applicable license fee must be paid within 90 days from the date the

1



applicant was approved for a provisional license by the Commission. If payment is not received by **February 12, 2025** the Commission's approval will expire, and you will have to submit a new license application pursuant to 935 CMR 500.101. Please access your application in the Massachusetts Cannabis Industry Portal ("MassCIP"). MassCIP will provide instructions for payment and calculate the appropriate license fee.

If you are unable to make your payment electronically through MassCIP via NCourt, please forward your payment in the form of a check, money order, or certified check along with the instruction sheet from MassCIP to one of the following:

Via USPS:	Cannabis Control Commission PO Box 412144 Boston MA 02241-2144
Via courier/overnight:	Bank of America Lockbox Services Cannabis Control Commission 412144 MA5-527-02-07 2 Morrissey Blvd Dorchester, MA 02125

Please note that if the license fee payment is made electronically through NCourt, you must follow the instructions, return to MassCIP, and ensure the payment is recorded and submitted. If you pay by check/mail, please allow 7-10 days from receipt to record your payment and for the license to be active in MassCIP.

Once your license fee is paid and recorded, this letter will serve as your provisional license and this notice shall be posted in a conspicuous location on the premises. You will not receive a "license certificate" until approved by the Commission for final licensure.

Once your payment is processed and your application is approved in MassCIP, your license will become active. The license is then valid for one (1) year. **Licensees are required to renew annually and can be done by submitting a renewal application in MassCIP and paying the required license fee at least 60 days prior to the expiration date.**



Step 2: Start Registering Agents

Once your license becomes active in MassCIP, you may now submit agent registration applications. Agent registration applications are required for all owners, employees, executives, and volunteers, pursuant to Commission regulations, who shall be 21 years of age or older.



Individuals listed on the license and any others that meet the definition of the terms above at the time of the issuance of the license shall submit agent registration applications as soon as possible to ensure full compliance with the Commission's regulations regarding access to the facility.

When completing adult-use agent registration applications in MassCIP, the licensee will need to verify their license number, which will be the application number listed above without the "N". For example, application number MCN456789 will have the license number MC456789. Medical Marijuana Treatment Centers are required to utilize the Medical Use of Marijuana Online System ("MMJOS") for registering MTC agents—please contact licensing@cccmass.com for additional information on access.

All agent registration applications are reviewed within 7-10 business days. The *Guidance on Agent Registration* is available and can answer most questions about the application process and other related compliance requirements. This document can be found on the Commission's website here: <https://masscannabiscontrol.com/public-documents/guidance-documents/>.

All registered agents shall have personnel files containing background check reports and all applicable information within those background reports were provided within the agent registration applications. The background check report in each personnel file must have been obtained within 30 days prior to the submission of the agent registration application, unless the agent registration application was approved with a submitted background check waiver.

Please note that all registered agents shall comply with the Commission's training requirements pursuant to 935 CMR 500.105(2) and 501.105(2). All registered agents shall take a four (4) hour Responsible Vendor Training ("RVT") course within 90 days of being hired. Additionally, all registered agents shall receive a minimum of eight (8) hours of training—the RVT course may count towards the eight (8) hour requirement. More detailed information on registered agent training can be found in the Commission's Guidance on Responsible Vendor Training located here: https://masscannabiscontrol.com/wp-content/uploads/2019/09/202107_Guidance_RVT.pdf.



Step 3: Architectural Review Process

If the licensee plans to or is required to build out or renovate a facility after the issuance of a provisional license, an architectural plan request must be submitted to the Commission and receive approval prior to work being performed. Please complete an Architectural Plan Review Request form, which is located on the Commission's website at: <https://masscannabiscontrol.com/public-documents/forms-templates/>. These requests shall be sent to inspections@cccmass.com.

Please note the request must be submitted and approved prior to starting or continuing work at the licensed premise. Additionally, architectural plan review requests will not be



reviewed unless the appropriate license fee has been paid and the license is an active status (see step 1 above for additional information).



Step 4: Metrc

All licensees are required to onboard and register with the Commission's seed-to-sale system of record—Metrc.

In order to register with Metrc, you will need your Metrc Industry Identification Number ("IIN"). This IIN will populate in MassCIP overnight following the approval of your agent registration application and will be available through MassCIP the next day (see Step 2 above for more information). Once an individual listed on the approved license (licensee) has successfully registered as an agent, they may contact Metrc at (877) 566-6506 to obtain administrator credentials and take all necessary introductory courses. Please note that there is a monthly Metrc fee that may apply to your license. Additional information about Metrc can be found here: <https://www.metrc.com/massachusetts>.



Step 5: Full Compliance with Commission Regulations & Inspection Request

If no renovations are needed, or once all construction has been completed, the licensee must request its Post-Provisional License Inspection ("PPLI"). In submitting its request, the licensee is certifying, among other compliance-related matters, that it is (1) in full compliance with the Commission's regulations, and (2) the licensed premises is ready for Commission staff to conduct an inspection.

To request a PPLI, please submit the following documents:

1. The PPLI Request Form (which is attached to this notice).
2. A detailed floor plan of the Marijuana Establishment or Medical Marijuana Treatment Center that shows all entrances/exits, any loading bays, limited access areas including the identification of rooms utilized for cultivation, manufacturing, and retail/dispensing operations that will be accessible by the public/patients, where applicable.
3. A copy of any building permits that were required, if applicable.
4. A copy of the certificate of occupancy.
5. A copy of the limited liability insurance binder or certificate of insurance.
6. A copy of any local license or special permit that were required, where applicable.
7. Documentation demonstrating that the licensee has complied with all conditions of licensure.



Additionally, as all licensees are subject to the Commission's regulations regarding labeling of marijuana and marijuana products, the following symbols are being provided. These symbols shall only be used by the licensee subject to this notice and in compliance with 935 CMR 500.105(5) or 935 CMR 501.105(5).



WHAT ELSE SHOULD YOU KNOW?

Once licensed, all licensees are required to be aware of, and remain in full compliance with, all applicable laws and Commission regulations. Applicable laws and Commission regulations can be found here: <https://masscannabiscontrol.com/know-the-laws-2/#laws>. Guidance documents that provide additional regulatory interpretation and policies are located here: <https://masscannabiscontrol.com/public-documents/guidance-documents/>.

While licensees are required to understand all of their compliance obligations, the Commission would like to highlight the following:

Certain License Changes	All licensees are required to submit an application and receive approval, prior to changing its business name, doing-business-as name, location, ownership or control, or the structure of its building (following the initial architectural review request, if one was made). Forms related to these requests can be found here: https://masscannabiscontrol.com/public-documents/forms-templates/ .
Other Information Changes	All licenses are required to keep the information/documentation they have submitted to the Commission up-to-date. Notification to the Commission is required within five (5) business days for updated plans, background check information, hours of operation, and any other information previously submitted to the Commission.
License Renewal	All licenses expire one (1) year from the date the license fee was paid and the provisional license was issued, and annually



	thereafter, whether or not a final license has been issued. Renewal applications require the updating of previously submitted information, updated certificates of good standing from certain state agencies, and detailed statements and documentation on the progress or success of a licensee's Plan to Positively Impact Disproportionately Harmed People and Diversity Plan. Licensees are expected to make some progress whether or not the licensee has received a final license or notice to commence operations.
Marijuana Possession	Licensees shall not possess marijuana or marijuana products for its operation prior to being approved for a final license.
Failure to Comply with Commission Regulations	Failure to remain compliant with Commission regulations may result in denial of renewal, final license, suspension, revocation, fine, or other enforcement action.

If there are any questions with regards to this notice, please contact the Commission at licensing@cccmass.com.

Respectfully,

Olivia Koval

Olivia Koval
Director of Licensing



REQUEST FOR POST-PROVISIONAL LICENSE INSPECTION ("PPLI")

Please use this form to officially request a PPLI. This form may be used to request inspections on multiple licenses provided that all the listed licenses operate at the same location. Please submit an additional request for a license located at a different location. **Please email this request, along with the required documentation, to inspections@cccmass.com when ready for an inspection.**

Name of the Licensee:

Inspection Requested on License Number(s):

Location of Marijuana Establishment/Medical Marijuana Treatment Center:

Name of Person on License Submitting Request:

Licensee Contact Information:

As a Licensee, I certify to the following:

1. The licensee's facility is in full compliance with Commission regulations to the best of my knowledge. This includes, but is not limited to, the following:
 - a. All security, inventory, and storage requirements are in full compliance;
 - b. All record-keeping requirements, i.e. standard operating procedures, personnel records, and all business records are in full compliance. This shall include all management, loan, or other contractual agreements being ready for review by Commission staff;
 - c. All individuals required to be registered as agents have been approved by the Commission and are appropriately badged; and
 - d. Any and all advertising elements of the licensee are in full compliance with applicable Commission regulations.
2. The licensee's facility is ready for inspection.
3. The licensee's license(s) is in an active status and not expired.
4. Any vehicles that will be used for transportation or delivery, as applicable, are ready for inspection.

7



5. The licensee has been granted access to Metrc following any required training and onboarding.
6. The licensee has received all appropriate local approvals, i.e., local license, special permit, building permits, and certificates of occupancy.
7. The licensee has an active limited liability insurance policy ready for inspection.
8. The licensee has complied with all conditions of its provisional license and information/documentation proving compliance is ready for inspection.

As a Licensee, I certify that the applicable documents have been included with this PPLI Request Form:

1. A detailed floor plan of the Marijuana Establishment or Medical Marijuana Treatment Center that shows all entrances/exits, any loading bays, limited access areas including the identification of rooms utilized for cultivation, manufacturing, and retail/dispensing operations that will be accessible by the public/patients, where applicable.
2. A copy of any building permits that were required, if applicable.
3. A copy of the certificate of occupancy.
4. A copy of the limited liability insurance binder or certificate of insurance.
5. A copy of any local license or special permit that were required, where applicable.
6. Documentation demonstrating that the licensee has complied with all conditions of licensure.

Signature of Person on License Submitting Request and Attesting to the Above:

Date of Request:

Please note that the completed PPLI Request Form and all applicable documents shall be combined into a single PDF and submitted electronically to inspections@cccmaass.com. Additionally, inspections will be scheduled within 1-2 weeks from receipt of the request, but the actual inspection date will depend on availability.



IMPORTANT! This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

重要信息！ 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

ENPÒTAN! Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

IMPORTANTE! Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

É IMPORTANT! Es dokumentu(s) ten informason importantis ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informason nes dokumentu. Pur favor, traduzi imidiatamenti.

Vietnamese:

QUAN TRỌNG! (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:



Ó ŞE PÀTÀKÌ! Ìfitónilétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lórí ibéèrè fún ìwé àşẹ tàbí ìwé àşẹ rẹ. Ó şe kókó kí Ìfitónilétí inú ìwé yìí yé ọ. Jòwọ́ tùmò rẹ lójúkan nàà.

French:

"IMPORTANT ! Ce(s) document(s) contient des informations importantes qui pourraient avoir un impact sur votre demande de licence ou votre licence. Il est essentiel que vous compreniez les informations contenues dans ce document. Veuillez le faire traduire immédiatement."

Greek:

ΣΗΜΑΝΤΙΚΟ! Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες που μπορεί να επηρεάσει την αίτηση έκδοσης άδειας ή την ίδια την άδεια. Είναι πολύ σημαντική η κατανόηση των πληροφοριών αυτού του εγγράφου. Παρακαλώ μεταφράστε το άμεσα!

Italian:

IMPORTANTE! Questo(i) documento(i) contiene informazioni importanti che potrebbero influenzare la tua richiesta di candidatura o licenza. È fondamentale che tu comprenda le informazioni contenute in questo document. Si prega di farlo tradurre immediatamente.



Appendix A-11
Abutters List

HOLYOKE CITY OF GAS + ELECTRIC DEPT
99 SUFFOLK ST
HOLYOKE, MA 01040

HOLYOKE CITY OF GAS + ELECTRIC DEPT
99 SUFFOLK ST
HOLYOKE, MA 01040

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HOLYOKE, MA 01040

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HOLYOKE, MA 01040

HOLYOKE CITY OF GAS + ELECTRIC DEPT
99 SUFFOLK ST
HOLYOKE, MA 01040

PIONEER VALLEY TRUCKING INC
26 PEARL ST
HOLYOKE, MA 01040

FLN-MAR RUBBER + PLASTICS
PO BOX 307
HOLYOKE, MA 01040

HOLYOKE BOYS CLUB ASSOC INC C/O BOYS &
GIRLS CLUB OF GREATER HOLYOKE, INC
PO BOX 6256 70 NICK COSMOS WAY
HOLYOKE, MA 01041-6256

CHRISTIAN PENTECOSTAL CHURCH OF HOLYOKE
INC.
96 CABOT ST
HOLYOKE, MA 01040

CHRISTIAN PENTECOSTAL CHURCH OF HOLYOKE
INC
96 CABOT ST
HOLYOKE, MA 01040

KOPKA JILL A PELLEGRINI MICHAEL J
34 CHAPEL HILL DR
SOUTH HADLEY, MA 01075

CARBONEAU DENNIS CARBONEAU DONALD
14 LONGFELLOW RD
HOLYOKE, MA 01040

CLINTON MARK S
101 CABOT ST #403
HOLYOKE, MA 01040

HILL STEVEN R
101 CABOT ST #203
HOLYOKE, MA 01040

BOUSQUET ANDREW G
101 CABOT ST
HOLYOKE, MA 01040

SACKREY PATRICIA LEWIS BEGGS T J RAMSAY J F
GILLEN W V
101 CABOT ST
HOLYOKE, MA 01040

TSLE LLC
390 RACE STREET
HOLYOKE, MA 01040

TSLE LLC
390 RACE STREET
HOLYOKE, MA 01040

TSLE LLC
390 RACE STREET
HOLYOKE, MA 01040

FRIEDMANN THOMAS J
101 CABOT ST UNIT 202
HOLYOKE, MA 01040

SANTUCCI SYLVIA M SIBILIA ANTHONY PAUL
137 SOMERS RD
EAST LONGMEADOW, MA 01029-2927

THE HOLYOKE REDEVELOPMENT AUTHORITY
20 KOREAN VETERANS PLAZA 4TH FLOOR
HOLYOKE, MA 01040

MASSACHUSETTS GREEN HIGH PERFORMANCE
COMPUTING CENTER,INC
100 BIGELOW STREET
HOLYOKE, MA 01040

FREIBAND ADAM
31 THOMAS DRIVE
CHELMSFORD, MA 01824

CUNNINGHAM EQUITIES LLC C/O JEFFREY
CUNNINGHAM
101 SYCAMORE DRIVE
HOLDEN, MA 01520

YELLOWBRICK PROPERTY, LLC
P O BOX 91199
SPRINGFIELD, MA 01139

IGLESIA PENTECOSTAL PODER Y - ANDONAI
77 HAMILTON ST
HOLYOKE, MA 01040

KDOMAIN, LLC
900 RIVERDALE ROAD #224
WEST SPRINGFIELD, MA 01089

CASWELL INVESTMENT TRUST CASWELL
ALEXANDER L
615 REEDS BRIDGE RD
CONWAY, MA 01341

BRYANT MARY C. BRYANT JAMES E. II
101 CABOT ST UNIT 401
HOLYOKE, MA 01040

ROSENKRANTZ ELLIOT DALE
101 CABOT ST #404
HOLYOKE, MA 01040

PROGENIES REALTY, LLC
362 RACE ST
HOLYOKE, MA 01040

PIONEER VALLEY RR
170 LOCKHOUSE ROAD # 7
WESTFIELD, MA 01085

PIONEER VALLEY RR
170 LOCKHOUSE ROAD # 7
WESTFIELD, MA 01085

KTC REALTY LLC
28 APPLETON STREET
HOLYOKE, MA 01040

MARTINEZ DANIEL
270 SOUTH LIBERTY STREET
BELCHERTOWN, MA 01007

MARTINEZ DANIEL
270 SOUTH LIBERTY STREET
BELCHERTOWN, MA 01007

WYZGA HELEN L BOROWSKI JULIE
101 CABOT ST #501
HOLYOKE, MA 01040

KANTROWITZ STEVEN
101 CABOT ST #301
HOLYOKE, MA 01040

PRATO SCOTT KANE BONNIE
101 CABOT ST # 502
HOLYOKE, MA 01040

CAULEY MICHAEL
101 CABOT ST #204
HOLYOKE, MA 01040

THE REVOCABLE INDENTURE OF TRUST OF
JOANNE E. HOLTJE HOLTJE JOANNE E.
60 MCLEAN PARKWAY
LUDLOW, MA 01056

WALLER JOHN WINTJEN JEANETTE
101 CABOT ST APT #304
HOLYOKE, MA 01040

ABDULLAH-MATTA ALLIA
101 CABOT STREET #503
HOLYOKE, MA 01040

FUNK MICHAEL S VARGHESE RANI
101 CABOT ST UNIT 604
HOLYOKE, MA 01040

SARGEANT RACE, LLC C/O SENTRY COMMERCIAL
160 TRUMBULL ST, 4TH FLOOR
HARTFORD, CT 06103

SARGEANT RACE, LLC C/O SENTRY COMMERCIAL
160 TRUMBULL ST, 4TH FLOOR
HARTFORD, CT 06103

CRUZ YARIDA
101 CABOT ST #402
HOLYOKE, MA 01040

ACLES, LLC
363 MAIN STREET
HOLYOKE, MA 01040

GAP APARTMENTS HOLYOKE LLC
342 20TH STREET
BROOKLYN, NY 11215

GAP APARTMENTS HOLYOKE LLC
342 20TH STREET
BROOKLYN, NY 11215

LOVE BARBARA
101 CABOT ST APT 504
HOLYOKE, MA 01040

GOOD BRANCH HOLDINGS, LLC
121 LEONARD ROAD
SHUTESBURY, MA 01072

Form A – Tax Compliance Form

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority, or commission issuing licenses or permits in the city shall certify with the **Tax Collector** and the **Treasurer** that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

Please bring this form to City Hall and obtain each signature as required below or mail the form to the Tax Collector's Office with a stamped, self-addressed envelope. Please do not submit a Business Certificate application to the City Clerk's Office prior to completing Form A.

I state that I have reviewed the following and as of the date of this letter, the following is true and accurate.

Current

✓

n/a

n/a

n/a

Type

Real Estate

Personal Property

Excise

Payment Plan

file form of list

Comments:

Applicant:

Red Barn Growers, LLC

Address:

1 Cabot St., Holyoke

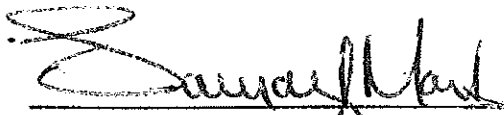
Property Owner:

Milton Hilton, LLC

Respectfully,



Tax Collector
413.322.5530



City Treasurer
413.322.5560

Date:

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

AMENDMENT TO SECTION 1, ARTICLE III, (HISTORIC DISTRICTS) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS

AN ORDINANCE

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

SECTION 1. ARTICLE III of the Holyoke Code of Ordinances is hereby amended as follows:

By deleting Section 1, Article III, Chapter 18 beginning at Section 18-95 entitled HISTORIC DISTRICTS in its entirety and replacing it with the following language:

18-95 Establishment, Holyoke Historical Commission; membership

A. There is established under the provisions of the Historic Districts Act, MGL c. 40C, as amended by Chapter 359 of the Acts of 1971, and MGL c. 40, § 8D, a Holyoke Historical Commission, to be governed by and operated in accordance with the provisions relative thereto of the General Laws or any special act or amendment thereto.

B. The Commission shall consist of five regular members and two alternates to be appointed by the mayor subject to the confirmation of the City Council.

C. It is recommended that three members be selected from among the following: architecture, finance or real estate, a person with historical preservation experience or a resident of a local historic district, or in the absence of any one or more of the aforementioned, a person or persons interested in historic preservation.

D. Each such member of said Commission shall be a resident of the City and any such member removing their residence from said City shall be considered thereby to have resigned their membership in the Holyoke Historical Commission. When the Commission is first established, one member shall be appointed for a term of one year; two shall be appointed for a term of two years; and two shall be appointed for a term of three years. At the expiration of the respective terms of the first appointees, the mayor shall appoint a successor for each office for a term of three years or until a successor is appointed and qualified. In the event a vacancy occurs, it shall be filled in the same manner as that of an original appointment for the unexpired term.

E. There shall also be two alternate members to be appointed for a term of one year and shall be residents of the City. In case of the absence, inability to act or unwillingness to act because of conflict of interest or self-interest on the part of a member of the Commission, their place shall be taken by an alternate member designated by the Chairman for the limited purpose outlined in this section.

F. Each member and alternate shall continue in office after the expiration of their term until their successor is duly appointed and qualified. All members shall serve without compensation. The Commission shall elect annually a Chair and Vice Chair from its own number and a Secretary from within or without its number.

18-96 Powers.

A. The Commission shall have the power(s) as outlined and in accordance with established laws of the Commonwealth, subject to appropriation or receipt of money:

- (1) To conduct a survey of buildings and sites in the city to determine which are historically significant, and revise detailed listings of historic sites and buildings in said City;
- (2) To devise a system of markers for historic sites and buildings, to arrange for the manufacture and installation of such markers, and to arrange care for such markers; and
- (3) To arrange for the preparation and publication of printed matter relating to historic sites and structures of said City, whether for walking tours, general public information or otherwise.

B. The Commission shall also have the power, in accordance with the provision of the Historic Districts Act, as mentioned in this chapter, to:

- (1) Propose the establishment of additional historic districts or change in existing historic districts; and
- (2) To consult with and advise the Planning Board, the City Redevelopment Authority, the Building Commissioner, and other departments or agencies of said City in matters concerning historic sites and structures.

18-97 Meetings; rules and regulations.

A. The Holyoke Historical Commission shall hold its meetings at a regularly scheduled time and place.

B. The Commission shall adopt rules and regulations for the conduct of its business, not inconsistent with the provisions of the Historic Districts Act, so-called, as aforementioned, or with the provisions of this chapter. The original copy of all such rules and regulations, and all amendments, deletions or additions thereto, shall be filed with the City Clerk and shall be typewritten on standard 8 1/2 inches by eleven-inch three-hole-punched paper.

18-98 Action on request for certificate of appropriateness.

The Commission shall take action within 60 days of the filing of a Historic District application for a certificate of appropriateness, a certificate of no applicability or a certificate of hardship, as the case may be, in accordance with the provisions of Section 11 of the Historic Districts Act, so-called, as mentioned in this chapter, or any section relative thereto or in amendment thereof.

18-99 Fairfield Avenue Historic District.

A. A Fairfield Avenue Historic District is established within the City of Holyoke. The Fairfield Avenue Historic District shall be bounded as shown on a map entitled "Historic District Map of the City of Holyoke, Sheet 093, 103 and 104" which is attached and made part of this chapter and on file with the city clerk.

B. Exemptions from controls:

- (1) Temporary structures or signs; subject, however, to such conditions as to duration of use, location, lighting removal, and similar matters as the Commission may reasonably

specify.

(2) Terraces, walks, driveways, and sidewalks; provided that any such structure is substantially at grade level.

(3) Storm windows, screens, window air conditioners, antennas and similar appurtenances. (4) The color of paint.

(5) The color of materials used on roofs.

(6) Signs of not more than one square foot in area in connection with use of a residence for a customary home occupation, or for professional purposes, provided only one such sign is displayed in connection with each residence and if illuminated is only illuminated indirectly.

(7) The reconstruction, substantially similar in exterior design, of a building, structure, or exterior architectural feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

SECTION 2:

DELETE SECTION 18-34 FROM ARTICLE II, DIVISION 1, BUILDING CODE OF THE CODE OF ORDINANCES AND MOVE IT IN ITS ENTIRETY TO HISTORIC DISTRICTS, SECTION 3

SECTION 18-97: Preservation of historic buildings

a. *Purpose.* This section is adopted for the purpose of protecting the historic and aesthetic qualities of the city by preserving, rehabilitating or restoring, whenever possible, buildings or structures which contribute or reflect distinctive features of the architectural or historic resources of the city, thereby promoting the public welfare and preserving the cultural heritage of the city. A demolition delay ordinance will provide time to explore demolition alternatives, such as developing adaptive reuses for the building or structure, locating purchasers, or moving the building or structure to a new location.

(b) *Definitions.* As used in this chapter, the following terms shall mean:

Commissioner: The Holyoke Building Commissioner.

Commission: The Holyoke Historical Commission.

Demolition permit: The permit issued by the commissioner as required by the State Building Code for the demolition, partial demolition or removal of a building or structure.

Historically significant building or structure: Any building or structure which is (1) listed on the National Register of Historical Places; (2) listed on the current Historic Inventory of Holyoke; (3) located within 200 feet of the boundary line of any National Register or local historic district; or (4) greater than 100 years old at the time of demolition permit application filing.

(c) *Procedure.*

(1) *Preamble.* No permit for the demolition of a historically significant building or structure shall be granted unless it is first submitted to the Commission for review and comment in accordance

with the provisions of this section. Any project in which the city is the project proponent or is required to complete a federal environmental review pursuant to N.E.P.A. shall be exempt from this section, but shall comply with the requirements of subsection (d) below.

(2) Upon receipt of an application for a demolition permit for a historically significant building or structure, the commissioner shall forward a copy thereof to the commission. No demolition permit shall be issued at that time.

(3) The commission shall hold a public hearing within 45 days of receiving a copy of such application and shall give public notice thereof by publishing notice of the time, place and purpose of the hearing in a local newspaper at least 14 days before said hearing. The commission shall also send notice by certified mail at least 14 days prior to said hearing to any person whose property abuts the building or structure and abutters within 300 feet of the property line of the building or structure as determined from the records of the city assessors. A copy of said notice shall also be sent to the commissioner, planning board, city council, city clerk and mayor, and shall be posted in accordance with the MA Open Meeting Law. Notice of the public hearing must also be made by placing a written notice at the site of the historic building or structure. All costs related to the public hearing shall be borne by the applicant.

(4) At least 14 days prior to the date of the public hearing, the applicant for demolition shall provide the following to the commission:

- i. A copy of the assessors map showing the location of the building or structure with reference to lot lines and abutting buildings and structures;
- ii. Photographs of all street façade elevations;
- iii. A written description of the building or structure, or part thereof, to be demolished;
- iv. Reason(s) for the proposed demolition and data supporting said reason, including data sufficient to establish any economic justification for demolition; and
- v. A description of the proposed reuse of the parcel on which the building or structure is located.

(5) At the hearing, the commission shall determine whether the demolition of the historically significant building or structure will be detrimental to the historical, cultural or architectural heritage or resources of the city and should be preferably preserved. The commission shall consider the following in making its decision:

- i. The building or structure is of such interest or quality that it would meet National Historical Register criteria for designation as a historical or architectural landmark;
- ii. The building or structure is of such unusual or uncommon design, texture, or material that it could not be reproduced without great difficulty or expense;
- iii. The building or structure is of such architectural or historic interest that its removal would be a detriment to the public interest;
- iv. Retention of the building or structure would help preserve and protect a historic place or area of historic interest in the city;
- v. The reason(s) for the proposed demolition and data supporting said reason, including data sufficient to establish any economic justification for demolition; and
- vi. The proposed reuse of the parcel on which the building or structure is located.

(6) The commission shall make its written determination within 14 days of the close of the public hearing and shall notify the commissioner and the applicant of the same by certified mail. If the commission determines that the demolition of the historically significant building or structure would not be detrimental to the historical, cultural or architectural heritage or resources of the city, the commissioner shall issue the demolition permit forthwith. If the commission determines that the demolition of the historically significant building or structure would be detrimental to the historical, cultural or architectural heritage or resources of the city, a demolition delay shall be imposed and no demolition permit shall be issued until the Holyoke Historical Commission has been given a period of no more than three months to conduct a public hearing and then for a period of nine months from the date of the commission's decision.

i. If a delay is imposed, the commission shall work with the property owner to identify viable alternatives to demolition and to develop a historic preservation plan for the property.

(7) Upon receipt of notice that a demolition delay has been imposed, the applicant shall secure the building or site against vandalism, fire or other destruction and shall post a notice of the determination on the building in a place visible from the nearest public way.

(8) If the commission fails to hold a public hearing within the time specified herein, or if the commission fails to notify the commissioner and applicant of its determination following a public hearing within the time specified herein, the demolition of the historically significant building or structure shall be deemed to not be detrimental to the historical, cultural or architectural heritage or resources of the city and the commissioner shall issue the demolition permit upon the expiration of the applicable time period.

(9) The written determination or lack of action of the commission may be used for the purposes of Section 106 of the National Historic Preservation Act of 1966 as amended (36 CFR 800) and M.G.L.A. c. 9, § 26-27c as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00).

(d) Procedure for city projects.

(1) For any demolition project for a historically significant building or structure in which the city is the project proponent or in which the city is required to prepare a federal environmental review pursuant to N.E.P.A., a demolition review shall be conducted by the commission upon the commencement of a project and concurrent with the other required regulatory reviews.

(2) The mayor's office shall issue a notice of intent to demolish a historically significant building or structure to the commission, via certified mail. The notice shall include a description of the proposed demolition, the funding sources and the proposed reuse of the property. A copy of the notice shall also be provided to the commissioner.

(3) Within 45 days of receipt of a notice of intent to demolish, the commission shall hold a public hearing in accordance with the procedures set forth herein for other projects.

(4) Within 14 days of the close of the public hearing, the commission shall issue its written determination to the mayor and the commissioner by certified mail or hand delivery. If the commission determines that the demolition of the historically significant building or structure would not be detrimental to the historical, cultural or architectural heritage or resources of the city, the project may move forward and there shall be no further review by commission when the demolition permit is applied for. If the commission determines that the demolition of the historically significant building or structure would be detrimental to the

historical, cultural or architectural heritage or resources of the city, a demolition delay shall be imposed and no demolition permit shall be issued for six months from the date of the commission's decision.

(5) If the commission fails to hold a public hearing within the time specified herein, or if the commission fails to notify the commissioner and mayor of its determination following a public hearing within the time specified herein, the demolition of the historically significant building or structure shall be deemed to not be detrimental to the historical, cultural or architectural heritage or resources of the city and the commissioner shall issue the demolition permit upon the expiration of the applicable time period.

(6) If a demolition delay is imposed pursuant to this section, the commission shall work to develop a viable historic preservation plan and to identify alternatives to demolition. The commission shall present the same to the mayor.

(7) Upon the expiration of the delay period, the project may move forward and there shall be no further review by commission when the demolition permit is applied for. If no action is taken on the historically significant building or structure within three years of issuance of consent for demolition, the mayor's office must issue another notice of intent to demolish said property to the commission.

(8) The written determination or lack of action of the commission may be used for the purposes of Section 106 of the National Historic Preservation Act of 1966 as amended (36 CFR 800) and M.G.L.A. c. 9, § 26-27c as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00).

(e) *Emergency demolition.*

(1) Notwithstanding the above provisions, the commissioner may issue a demolition permit at any time for a historically significant building or structure in the event of imminent and substantial danger to the health or safety of the public due to deteriorating conditions.

(2) The commissioner shall document in writing the findings and reasons requiring an emergency demolition and shall forward a copy to the commission.

(3) No provision of this ordinance is intended to conflict with or abridge any obligations or rights conferred by M.G.L.A. c. 143 regarding the removal or demolition of dangerous or abandoned structures. In the event of a conflict, the provisions of M.G.L.A. c. 143 shall control.

(4) The commissioner shall send via certified mail a copy of any notices issued pursuant to M.G.L.A. c. 143 involving a historically significant building to the commission.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 4: This ordinance shall take effect upon its passage.

APPROVED AS TO FORM:

Lisa A. Ball, City Solicitor

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

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

SECTION 1. Section 86-91 entitled "Parking Advisory Board" of Article IV entitled "Stopping, Standing, Parking" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by

DELETING THE SECTION IN ITS ENTIRETY

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM: s/ Michael D. Bissonnette, Assistant Solicitor

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

AMENDMENT TO CHAPTER 86 OF THE REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE, MASSACHUSETTS 1997

AN ORDINANCE

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

SECTION 1. Section 86-321 entitled "Schedule I - Parking" of Article IX entitled "Schedules" of Chapter 86 entitled "Traffic and Vehicles" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

ADDING:

Location	Side	From	To	Type
West Glen Street	North	Northampton Street	Dead End	No parking

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM: s/ Michael D. Bissonnette, Assistant Solicitor



20 Commercial Street
Holyoke, MA 01040-5299

IMPORTANT UPDATE

The Board of Water Commissioners voted to adopt a new water rate of \$0.7609/100 gallons and a minimum charge of \$76.09/10,000 gallons to fund the Comprehensive Capital Improvement Projects. The increase is effective April 1, 2026 and will be included in the quarterly bills beginning July 2026

WATER BILL

IMPORTANT INFORMATION

Make Checks Payable To:
Holyoke Water Works
Please write your Account Number
on front of check.

Monday - Friday
8:00 AM - 4:00 PM
Saturdays and Sundays
Closed

Billing Information: (413) 536-0442
Service Department: (413) 536-0262
24 Hr. Emergency Service: (413) 536-0262

Please include both water and sewer checks and stubs in the enclosed self-addressed envelope so your payments can be processed accordingly

1483 1 AV 0.621 E0283X 10488 D15220750788 S2 P11085000 0001:0002



SOLDIERS MEM / DPW
63 N CANAL ST
HOLYOKE MA 01040-5836

Copy to/Owner		Service Address		Account Number		Bill Date	
SOLDIERS MEM/DPW		310 APPLETON ST		WR06164X		07/15/26	
Service Description		Metered Water		Metered Sewer		Usage	
Previous		Current		Previous		Current	
Water Use Charge		03/02/26	06/01/26	\$51,200	570,400	19,200	\$146.09
Maintenance Fee							\$8.00

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Your Bill Online.

www.holyokewaterworks.org
or
www.holyoke.org

Service Charges	Interest	Summary
Water Use Charge \$ 0.7609 per 100 Gallons Minimum Charge 0-10,000 GLS - \$76.09	Past Due Date: 08/29/26	
Irrigation Charge \$ 0.7609 per 100 Gallons NO MINIMUM CHARGE	Interest Charge: \$0.00	
Maintenance Fee Residential Homeowners: \$8.00/qr. Other Residential, Commercial, Industrial and Public Customers:	Past Due: \$210.43	
5/8 in. - \$8.00 3/4 in. - \$9.00 1 in. - \$10.00	Current Charge: \$146.09	
1-1/2 in. - \$18.00 2 in. - \$26.00 3 in. - \$40.00	Balance Due: \$364.52	
4 in. - \$54.00 6 in. - \$54.00 8 in. - \$54.00		
	ATTENTION The Maintenance Fee for Residential Customers includes a Water Service Protection Plan that provides coverage for any repairs and/or replacement of the water service. See reverse side for details.	

PAYMENT DUE UPON RECEIPT

SEE REVERSE SIDE FOR INFORMATION REGARDING YOUR WATER BILL.
PAYMENTS RECEIVED AFTER FORTY-FIVE (45) DAYS FROM BILL DATE ARE SUBJECT TO AN ANNUAL INTEREST CHARGE OF 14%

Please detach and return bottom portion in the self-addressed envelope payable to: HOLYOKE WATER WORKS.

WATER BILL



20 Commercial Street
Holyoke, MA 01040-5299

Service Address	Account Number	Bill Date
310 APPLETON ST.	WR06164X	07/15/26
		08/29/26
	\$364.52	

SOLDIERS MEM / DPW
63 N CANAL ST
HOLYOKE MA 01040-5836

Make checks payable to:
Holyoke Water Works
P.O. Box 4184
Woburn, MA 01888-4184

0001:0002

00000000100036452006164X



City of Holyoke
63 Canal Street
Holyoke, MA 01040-5836

SEWER BILL

IMPORTANT INFORMATION

Make Checks Payable To:
City of Holyoke
Please write your Account Number
on front of check.

Office Hours:

Monday - Friday
8:30 AM - 4:30 PM
Saturdays and Sundays
Closed

Contact Information:

Public Works: 413-322-5645

Messages:

Please include both water and sewer
checks and stubs in the enclosed self-
addressed envelope.

1483 1 AV 0,621 E0283 10489 D16220/58272 S2 P11085899 0002:0002



SOLDIERS MEM / DPW
63 N CANAL ST
HOLYOKE MA 01040-5836

Property Owner	Service Address	Account Number	Bill Date			
SOLDIERS MEM/DPW	310 APPLETON ST	SR06164X	07/15/26			
Service Description	Read Dates		Meter Readings		Usage	Charge
	Previous	Present	Previous	Present		
Sewer Use Charge	03/02/26	08/01/26	551,200	570,400	19,200	\$144.00

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www.holyoke.org

Sewer Use Charge

Sewer Use Charge
\$7.50 per 1,000 Gallons
\$7.50 per 1,000 Gallons

Detail

Past Due Date: 08/29/26
Interest Charge: \$0.00
Past Due: \$219.75
Current Charge: \$144.00
Balance Due: \$363.75

Summary

Messages:

PAYMENT DUE UPON RECEIPT

SEE REVERSE SIDE FOR INFORMATION REGARDING YOUR SEWER BILL.
PAYMENTS RECEIVED AFTER FORTY-FIVE (45) DAYS FROM BILL DATE ARE SUBJECT TO AN ANNUAL INTEREST CHARGE OF 14%.

Please detach and return bottom portion in the self-addressed envelope payable to: CITY OF HOLYOKE.

SEWER BILL



City of Holyoke
63 Canal Street
Holyoke, MA 01040-5836

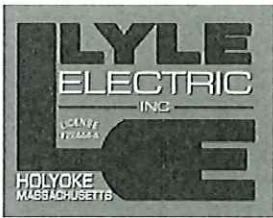
Service Address	
310 APPLETON ST.	
Account #	Bill Date
SR06164X	07/15/26
Amount Due	Due Date
\$363.75	08/29/26

SOLDIERS MEM / DPW
63 N CANAL ST
HOLYOKE MA 01040-5836

Make checks payable to:
City of Holyoke
P.O. Box 4184
Woburn, MA 01888-4184

0002:0002

0000000002000036375906164X



Lyle Electric Inc.

City of Holyoke PD
536 Dwight St
Holyoke, MA 01040

☎ (413) 626-5931
✉ sheedys@holyoke.org

JOB	#3125
INVOICE	#4266
SERVICE DATE	May 23, 2026
INVOICE DATE	May 23, 2026
PAYMENT TERMS	Upon receipt
AMOUNT DUE	\$462.55

SERVICE ADDRESS

138 Appleton St
Holyoke, MA 01040

CONTACT US

79 Merrick Ave
Holyoke, MA 01040

☎ (413) 561-8091
✉ Office@LyleElectric.net

INVOICE

Services	qty	unit price	amount
Labor - 1 Journeyman Electrician	2.0	\$129.00	\$258.00

PO #20260454

4/14/26

Scope of work:

-Retrofit (2) 3-lamp fixtures in the records supervisors office.

Materials	qty	unit price	amount
Uncategorized - 1579228847	1.0	\$204.55	\$204.55

Parts and product

6 Direct wire LED lamps
2 quick disconnects
6 wire nuts

Subtotal	\$462.55
Job Total	\$462.55
Invoice Amount	\$462.55



Mayor Joshua A. Garcia

Timothy Plante

City of Holyoke

Chief Administrative and Financial Officer

August 24, 2026

Holyoke City Council
Holyoke City Hall
536 Dwight St, Room 10
Holyoke, MA 01040

Subject: Winter Recovery Assistance Program (WRAP) Formula Funding - \$352,020.27

Dear Councilors:

The City of Holyoke has been allocated \$352,020.27 through the Massachusetts Department of Transportation's Winter Recovery Assistance Program (WRAP). The FY2026 Fair Share Supplemental Budget provided \$100 million statewide for WRAP to provide financial relief to municipalities for extraordinary snow, ice, and winter recovery costs incurred during the winter of 2026. Of this amount, \$80 million is distributed to municipalities through a formula based on each community's share of locally owned road mileage.

WRAP formula funds have been incorporated into the City's existing Chapter 90 contract with MassDOT, and no additional contractual paperwork is required. The City's allocation is administered through MassDOT's Grant Central system, through which eligible reimbursement requests may be submitted without additional project approval. WRAP formula funds must be expended by June 30, 2027.

The City intends to use its \$352,020.27 WRAP formula allocation to offset eligible FY2026 snow and ice removal costs and the resulting FY2026 snow and ice budget deficit. Consistent with Massachusetts Department of Revenue, Division of Local Services Bulletin BUL-2026-04, the City intends to utilize the authorized special revenue fund accounting treatment for the portion of the FY2026 snow and ice deficit expected to be offset by WRAP reimbursement. Under this procedure, the applicable portion of the deficit may be transferred to a special revenue fund in anticipation of WRAP reimbursement, and WRAP reimbursements received by the City will be applied to that fund to offset the FY2026 snow and ice deficit.

Requested Action: Accept the City of Holyoke's \$352,020.27 FY2026 WRAP formula allocation from the Massachusetts Department of Transportation and authorize its use and accounting in accordance with applicable MassDOT requirements and DLS Bulletin BUL-2026-04, including use of the special revenue fund treatment for WRAP reimbursements applied toward the City's FY2026 snow and ice deficit.

Regards,


Timothy Plante
Chief Administrative and Financial Officer

c: Jeffery Anderson-Burgos, Administrative Assistant to the City Council
Mayor Joshua Garcia

Bulletin

BUL-2026-04

FY2026 Snow and Ice Amortization

TO: City/Town Accounting Officials

FROM: Deborah A. Wagner, Director of Accounts

DATE: July 2026

SUBJECT: Revised Guidance - Amortization of FY2026 Snow and Ice Removal Deficit and Special Accounting Treatment for Commonwealth Reimbursement

The intent of this bulletin is to provide updated accounting guidance related to WRAP program reimbursements as outlined below. The updated guidance relates to the section “**Special Accounting Treatment for Intended WRAP Reimbursement and Amortization Procedures.**” This bulletin replaces all prior guidance related to the FY2026 WRAP program.

[Chapter 101 of the Acts of 2026](#), “AN ACT MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2026 TO PROVIDE FOR SUPPLEMENTING CERTAIN EXISTING APPROPRIATIONS AND FOR CERTAIN OTHER ACTIVITIES AND PROJECTS,” (“the Act”), Section 36, authorizes cities and towns to amortize their FY2026 snow and ice removal budget deficits over the next three fiscal years, in equal installments or more rapidly.

In order to amortize the deficit over fiscal years 2027 to 2029, inclusive, the local appropriating authority as defined in section 21C of chapter 59, shall adopt a deficit amortization schedule before setting the municipality’s FY2027 tax rate. In a town, this is the selectboard; in a city, the council, with the mayor’s approval, when required by law; in a municipality having a town council form of government, the town council.

Additionally, the Fiscal Year 2026 Fair Share Supplemental budget provided \$100 million in funding for the [Winter Recovery Assistance Program \(WRAP\)](#) for payments to municipalities to provide financial relief for extraordinary snow, ice, and winter recovery costs incurred during the winter of 2026.

This funding is divided into two allocations: \$80 million will be distributed using a formula based on each municipality’s share of locally owned road mileage (“formula funds”) and \$20 million will be made available as additional relief to municipalities, at the discretion of the secretary of the Massachusetts Department of Transportation (MassDOT), that have experienced extraordinary costs due

to extreme weather impacts relative to other geographic areas of the commonwealth during the winter of 2026 (“extraordinary hardship funds”).

The [WRAP Program](#) is administered by MassDOT. Questions regarding the program requirements and the distribution of these funds should be directed to “Local aid district contacts – Winter Recovery Assistance Program (WRAP)” listed at the bottom of the WRAP Program page. Questions regarding the FY2026 deficit amortization procedures outlined below can be directed to your [Bureau of Accounts \(BOA\) field representative](#).

Special Accounting Treatment for Intended WRAP Reimbursement and Amortization Procedures

BOA will allow city and town accounting officials to transfer the portion of their FY2026 snow and ice deficit expected to be offset by WRAP reimbursement into a special revenue fund in anticipation of this reimbursement. According to the MassDOT WRAP page, the WRAP funds should be available in July 2026. The amount of the FY2026 snow and ice deficit transferred may be no more than the total of the FY2026 snow and ice deficit. Reimbursements from the WRAP will then be applied to this fund to offset the deficit. Once the final WRAP reimbursement is received to offset this deficit, any deficit remaining in the special revenue fund must be added to the amortization schedule, if during the amortization period. If the municipality has chosen not to amortize the deficit, such remaining deficit must be raised on the next annual tax rate in full.

Any FY2026 snow and ice deficit, not transferred to the special revenue fund will become the FY2026 snow and ice deficit eligible for amortization. In order to amortize the deficit over fiscal years 2027 to 2029, inclusive, the local appropriating authority as defined in section 21C of chapter 59, shall adopt a deficit amortization schedule before setting the municipality’s FY2027 tax rate. In a town, this is the selectboard; in a city, the council, with the mayor’s approval, when required by law; in a municipality having a town council form of government, the town council. The deficit must be amortized in equal installments or more rapidly. The amortization form that must be completed can be found on the tax rate landing page in Gateway under “Downloadable Templates”.

If a municipality chooses not to amortize any FY2026 snow and ice deficit, that deficit must be raised in full on the FY2027 tax rate recap or otherwise funded prior to setting the FY2027 tax rate. WRAP reimbursements received related to that deficit may be deducted from the amount to be raised.

If a municipality has extinguished, in whole or in part, the FY2026 snow and ice deficit by an appropriation of an available fund prior to June 30, 2026, any WRAP reimbursement pertaining to the amount of the FY2026 snow and ice deficit extinguished *may* be treated as follows:

- If the deficit was funded by a free cash appropriation, the WRAP reimbursement in an equal amount or less may be reserved in a special revenue fund and appropriated for any legal purpose until June 30, 2027, with appropriation by the legislative body. Any amount remaining at June 30, 2027, must close to the general fund and become part of certified free cash. Alternatively, if the amount is not placed in a special revenue fund, the WRAP reimbursement *may* close to the general fund and become part of certified free cash prior to expenditure. The selectboard, in a town, or mayor in a city must make the determination regarding which of the two options above will be used.
- If the FY2026 deficit was funded by an appropriation from stabilization funds, the WRAP reimbursement *may*, without appropriation, be returned to the stabilization fund.
- If the FY2026 was funded by any source other than free cash or stabilization, the WRAP reimbursement pertaining to those costs *may* close to the general fund and be certified as part of free cash prior to appropriation.

If a municipality receives WRAP reimbursement and chooses not to offset their FY2026 snow and ice deficit, they may use the WRAP funds for any purpose approved by MassDOT WRAP officials and account for such expenditures as they would Chapter 90 funds.

Accounting Treatment for Amortized Snow and Ice Deficit

If amortizing the deficit, record the following actual entry on the FY2026 balance sheet:

DEBIT	Fund Balance Reserved for Authorized Snow and Ice Amortization
CREDIT	Undesignated Fund Balance

(To record the total net deficit to be amortized)

On the balance sheet for fiscal years 2027 through 2029 inclusive, this entry shall be reversed by at least one-third, matching the amount funded in each fiscal year.

Procedures to Expend for WRAP-Eligible Reimbursement After July 1, 2027

Any expenditure of funds after July 1, 2027 eligible for WRAP reimbursement should be recorded in the ledger consistent with regular Chapter 90 expenditures. Please refer to the MassDOT WRAP page for deadlines related to spending and reimbursement submissions.

MEMORANDUM OF UNDERSTANDING

Between

MASSACHUSETTS HEALTH OFFICERS ASSOCIATION, INCORPORATED

And

CITY OF HOLYOKE, MASSACHUSETTS

This Memorandum of Understanding ("MOU") is entered into by and between the Massachusetts Health Officers Association, Incorporated ("MHOA"), a nonprofit corporation and 501(c)(3) public charity with an address of 11 Regan Road, Walpole MA, 02081, and the City of Holyoke Board of Health ("Health Department"), a public health department located at 20 Korean Veterans Plaza, Holyoke, MA (individually each a "Party," and collectively "the Parties"). This MOU is a binding agreement between the Parties.

Pursuant to the terms of this MOU, MHOA, through its career development program will provide a student trainee ("Student Trainee") and funds, set forth below, to be applied by Health Department solely toward hosting the Student Trainee. Health Department will provide training and supervision to said Student Trainee. The specifics of the project (the "Project") are set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. *MHOA's obligations under this MOU are contingent upon MHOA's receipt of funding through a contract (the "DPH Contract") being offered by the Massachusetts Department of Public Health ("DPH") and DPH's approval of the services outlined in this MOU.*

This MOU sets forth the terms under which Health Department will provide experiential learning opportunities and training to students who are provided by MHOA as Student Trainees.

In furtherance thereof the Parties hereby agree as follows:

1. Duties of Parties

A. Health Department agrees to:

- i. Provide Student Trainee with training in standard local health curriculum based on OLRH three-tiered training model and provide Student Trainee with learning opportunities in local public health departments. Provide the Student Trainee with a comprehensive orientation to Health Department's policies and practices at the onset of the experience. Supply orientation materials prior to and periodically during the placement.
- ii. Designate a Health Department Student Trainee supervisor and provide such information, including name, title, email address, and telephone number, to MHOA at least one week prior to the start of the Project.
- iii. The Health Department supervisor assigned to the Student Trainee will provide qualified direction and supervision to the Student Trainee concerning their work at or for Health Department. At a minimum, Health Department supervisor will host weekly meetings with the Student Trainee to review tasks and provide direction, supervision, and training.
- iv. Provide to Student Trainee appropriate working space and, if applicable, computer equipment, for the time during which Student Trainee is on-site at Health Department.
- v. Keep MHOA's Student Trainee supervisor informed via regularly scheduled updates regarding the training received by each Student Trainee and their level of performance at Health Department, and consult with MHOA immediately any time the Student Trainee fails to make satisfactory progress.
- vi. Comply with the Health Inspector Traineeship Program External Communication Policy, attached hereto as Exhibit B and incorporated herein by reference.

B. MHOA agrees to:

- i. Recommend only those Student Trainees from community colleges who are in good academic standing at their colleges and have met the minimum requirements established by MHOA.
- ii. Perform CORI checks on Student Trainees.
- iii. Assign Student Trainees to work with Health Department with Student Trainees' agreement and consent.
- iv. MHOA Student Trainee supervisors will supervise the Student Trainees and provide relevant training, including regularly scheduled supervisory conferences with Student Trainees.
- v. Have MHOA Student Trainee supervisors available to Health Department for regular, periodic meetings to provide assistance and consultation regarding the Student Trainee(s) and the Project, and also to be available as the need arises.
- vi. Communicate with a Health Department supervisor and Student Trainees to assist in the supervision and evaluation of the Student Trainee's experience.
- vii. Hire Student Trainee as a 1099 Independent Contractor of MHOA and pay Student Trainee a stipend that exceeds the Massachusetts minimum wage.
- viii. Pay Health Department ten thousand dollars (\$10,000) to apply towards the costs of hosting a Student Trainee.
- ix. Create a pilot Career Development Program for the Office of Local and Regional Health ("OLRH"), a department of the Massachusetts Department of Public Health ("DPH"), in accordance with Exhibit A.
- x. Develop an evaluation report to assess feasibility of program design, structure, and models, in accordance with Exhibit A.
- xi. In collaboration with OLHR, develop a curriculum based on current trainings, in accordance with Exhibit A.

C. MHOA and Health Department JOINTLY AGREE:

- i. That no Student Trainee will be discriminated against on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, pregnancy or a condition related to said pregnancy, including but not limited to, lactation, or the need to express milk for a nursing child, amnesty or status as a covered veteran in any aspect of this program. Each Party's contractors, subcontractors, their respective employees, and others acting by or through either Party shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct.
- ii. That this MOU is not exclusive. Health Department may accept Student Trainees from other programs or institutions and MHOA may place Student Trainees with other sites.
- iii. That there will be good faith efforts toward ongoing, open communication between MHOA and Health Department to ensure understanding of the expectations and roles of both institutions in providing on-site experience for Student Trainees.
- iv. That upon written notice to the other Party, a Student Trainee may be removed or withdrawn from the Project if: (a) in the opinion of either Party, the Student Trainee is not making satisfactory progress to complete the training or any portion thereof; (b) the Student Trainee resigns as an Independent Contractor of MHOA; (c) in the determination of the Health Department the Student Trainee fails to comport themselves in a manner consistent with Town personnel policies or codes of conduct; or (d) in the determination of MHOA the Student Trainee or Health Department staff fail to comport themselves in a manner consistent with MHOA personnel policies or codes of conduct.
- v. All rules and regulations of MHOA and Health Department will apply to the Student Trainee during the assignment, which may include requiring the Student Trainee to sign a confidentiality or non-disclosure agreement. Student Trainees will be required to comply with the Health Inspector Traineeship Program External Communication Policy, attached as Exhibit B.

2. Term and Termination

The effective date of this MOU is the date the Project commences: January 12, 2026. This MOU shall continue until September 2026 subject to continued funding under the DPH Contract.

Either Party may terminate this MOU for any reason upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this MOU for cause upon written notice to the other Party at any time if the other Party: (i) is in material breach of any of the representations, warranties, covenants, or agreements set forth in this MOU; and (ii) fails to remedy such breach within seven (7) days after the receipt of written notice thereof. During such cure period, each of the Parties shall continue to perform their obligations under this MOU. In the case of termination, Health Department shall cease work and any funds due to Health Department will be prorated. Health Department will return to MHOA all funds paid under this MOU not already expended or accrued to pay outstanding financial obligations incurred prior to termination. Upon request, Health Department shall also deliver to MHOA a financial report detailing work completed for the Project and accounting for funds expended.

3. Funding

The Parties anticipate that this Project will be funded under the DPH Contract. If the Project is funded, MHOA agrees to pay Health Department the sum of ten thousand dollars (\$10,000). Payment shall be made in a lump sum within thirty (30) days of contract execution. Health Department acknowledges that MHOA's receipt of Project funds is not within MHOA's control and that upon the exhaustion or cessation of funds under the DPH Contract, or termination of the DPH Contract, future funds may not be available for this Project. In the event that Project funds are exhausted/ceased and/or the DPH Contract is terminated during the term of this MOU, this MOU will be immediately terminated unless MHOA is provided with additional funds to support the Project, such financial determination to be made in MHOA's sole discretion.

4. Records and Reports

Health Department shall retain all records relating to the Project performed under this MOU for the time period required by law and as directed by MHOA during which period such records will be made available promptly to MHOA for inspection and copying upon written notice to Health Department.

Health Department will provide MHOA with periodic reports about Project activities and such other information as MHOA may reasonably request and/or as required under the terms of any agreements between MHOA and DPH.

5. Intellectual Property

It is recognized and understood by the Parties that certain existing inventions and intellectual property, including such inventions and intellectual property that are outside the scope of this MOU, are the separate property of each Party; that no existing intellectual property right of either Party shall be affected by this MOU except as set forth herein; and that each Party retains sole ownership of all rights and title to its pre-existing, separately developed, or independently developed intellectual property except as set forth herein. As used herein, "Intellectual Property" shall include, but not be limited to, any design, tool, technology, patentable discovery, patentable invention, and copyrightable material.

Under the DPH Contract, DPH's written consent is required prior to any publication, dissemination, reproduction, or display of any information, materials, documents, data, report, etc., pertaining to the Project. If Health Department would like to publish findings from the Project, it will consult with MHOA for prior input, understanding that MHOA will confer with DPH, that DPH may want to review the content and provide input, that DPH would remove reference to its name if it deemed that to be in its best interest, and that MHOA would remove reference to its name if it deemed that to be in its best interest.

As between the Parties, MHOA and Health Department:

- i. MHOA shall have sole and exclusive ownership of all right, title, and interest in and to its materials, methods, and know-how that it originated and uses in its activities.
- ii. Each Party grants the other Party a royalty-free, non-transferable, non-exclusive, non-sublicensable right to reproduce, translate and use the licensor Party's solely-owned intellectual property constituting copyrightable

material, other than computer software and its related documentation, for purposes of carrying out this MOU and for any other noncommercial purposes, subject to the restrictions set forth herein and in the DPH Contract. Both Parties shall have the right to use any and all data collected, acquired, or provided by either Party in the course of the Project for purposes of carrying out this MOU and for any other noncommercial purposes, subject to the restrictions set forth herein and in the DPH Contract.

- iii. Health Department will promptly disclose to MHOA all inventions, discoveries, improvements, designs, processes, formulations, products, computer programs, works of authorship, databases, mask works, trade secrets, and know-how (whether or not patentable or subject to copyright or trade secret protection) first conceived or reduced to practice during the performance of the Project (each an "Invention"). Title to Inventions shall be determined in accordance with applicable U.S. patent and copyright laws and shall be subject to restrictions herein and in the DPH Contract.
- iv. Inventions that are solely conceived or reduced to practice by employees of Health Department will be solely owned by Health Department subject to the restrictions set forth herein and in the DPH Contract. Inventions that are jointly conceived or reduced to practice by employees of Health Department and of MHOA will be jointly owned ("Joint Inventions"), subject to restrictions in the DPH Contract.

MHOA may collect, analyze, and, subject to the other provisions of this MOU and the DPH Contract, disseminate data about the Project to evaluate its effectiveness, report on outcomes, and/or to comply with external funding obligations. Health Department will cooperate in these efforts by providing MHOA with the reports set forth in this MOU and such other information as MHOA may reasonably request. Health Department acknowledges and consents that MHOA may share work on the Project and Project data with DPH as required under any agreement(s).

Health Department may not disclose the data, materials, or work product related to the Project to third parties unless Health Department (a) obtains prior written consent from MHOA, and (b) if requested by MHOA, removes any trademark, service mark, or other identifier of MHOA from the data or work product.

Neither Party shall use the name or logo of the other, nor originate any publicity, news release or coverage, or other public announcement, whether written, digital, or oral, relating to the other Party hereto or any of its affiliates, or this MOU, any amendment hereto, or any cost, fees or prices set forth herein or contemplated hereby, without the prior written approval of the other Party.

Health Department asserts that any written content, designs, proofs, files, and the like created by Health Department for the Project will neither infringe nor violate the intellectual property rights of any third party.

6. Confidentiality

In working together on the Project, MHOA and Health Department may share non-public, confidential, and proprietary information and trade secrets ("Confidential Information") with one another and with DPH, including information about financial, funding, and other matters. MHOA and Health Department will each use the other Party's Confidential Information only in connection with activities under this MOU and will keep this information confidential. Confidential Information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this MOU, or information independently developed by either Party. All Confidential Information furnished under this MOU is and will remain the property of the furnishing Party.

The Parties acknowledge that Health Department is obligated to follow Massachusetts Public Records Laws.

Confidential Information includes information about financial, funding, operations, personnel, and other matters, as well as information, techniques, know-how, or data provided by one Party to the other, either orally, in writing, or in data format, and all documents or materials conceived or produced by a Party as work product. The Parties hereby agree that Confidential Information includes material which has been conspicuously marked or labeled as "confidential" at the time of delivery or which should reasonably be deemed "confidential."

To the extent permitted by law, each Party to this MOU shall restrict access to such Confidential Information only to its employees, agents, consultants, or affiliates who need to know such information in furtherance of the Project and who are bound in writing by restrictions regarding disclosure of such information. Each Party agrees to safeguard the Confidential Information of the other and affirms that it will not use any Confidential Information of the other Party for any purpose except to perform its obligations under this MOU.

Each Party agrees to treat all Confidential Information of the other Party with the same degree of care as it accords its own Confidential Information of a similar nature. Each Party commits to taking reasonable security measures to ensure the protection of Confidential Information, and each shall notify the other promptly should it become aware of any loss or unauthorized disclosure of Confidential Information.

All Confidential Information furnished under this MOU is and will remain the property of the furnishing Party. Upon the written request of the disclosing Party, recipient shall return or destroy (as instructed by the disclosing Party) all Confidential Information of the disclosing Party, excluding archive backups, in its possession or control and cease all further use thereof.

7. Entire Agreement, Execution

This MOU, including its attachments and exhibits, constitutes the entire agreement between MHOA and Health Department and is intended to be a binding agreement; it supersedes all prior agreements related to the Project. Should the terms of the attachments and exhibits conflict with those of this MOU, the terms of this MOU shall control.

This MOU may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A PDF or any other type of copy of an executed version of this MOU signed by a Party is binding upon the signing Party to the same extent as the original of the signed MOU. The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on such documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8. Amendments

Any and all amendments to these terms shall only be effective upon the written agreement of MHOA and the Health Department.

9. Negligent Acts, Insurance

In no event shall the Health Department or the City of Holyoke be liable for the acts or omissions of the Student Trainee or MHOA, except to the extent arising out of the Health Department or City of Holyoke's breach of this MOU and/or their negligence or misconduct. MHOA agrees to indemnify and hold harmless the Health Department and the City of Holyoke and any members, officers, employees, agents, or directors thereof from and against all loss, expense or liability directly or indirectly to the extent resulting from the actions or omissions of the Student Trainee or MHOA, including, without limitation, the cost of defending or settling any claim arising therefrom against the Health Department or the City of Holyoke. Notwithstanding the foregoing, MHOA's indemnification, hold harmless, and defense obligations exclude any loss, expense or liability to the extent arising out of or related to any violation of this MOU, negligence, misconduct, or unlawful act on the part of the Health Department or City of Holyoke.

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

The Parties agree that at all times during the term of this MOU they shall each carry customary insurance or self-insurance, each at their own expense, and shall provide evidence of such insurance upon request.

10. Compliance

In performing its obligations under this MOU, each Party shall comply with all applicable laws, rules, and regulations of governmental authorities and accrediting agencies, including, to the extent applicable: (i) laws requiring a criminal record check and/or sexual offender record information check of employees, volunteers, and/or contractors; and (ii) federal privacy and data security laws, and corresponding state laws, including for the protection of Personally Identifiable Information, Personal Information, Personal Data, and the like as those terms are defined by law.

11. Force Majeure

Except as otherwise set forth in this MOU, MHOA and Health Department shall not be liable to each other for any delays or disruptions in the performance of their respective obligations and responsibilities under this MOU which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, pandemic, government action including restriction of funding, atmospheric condition of unusual severity, war, foreign hostilities, and strikes.

12. No Waiver

The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

13. Governing Law

This MOU and all matters arising out of and relating to this MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict of law rules. Notwithstanding the foregoing: Except for matters for which injunctive relief is sought pending arbitration, any controversy, claim, or dispute arising out of or otherwise relating to this MOU or any breach thereof shall be settled exclusively by arbitration in Boston, Massachusetts or at another mutually agreed upon location in Massachusetts. The rules of the American Arbitration Association shall govern. The parties agree that the existence, conduct, and content of any arbitration hereunder shall be confidential information of each party.

14. Survival of Terms

The provisions of this MOU which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, use of a Party's name, and insurance, shall survive expiration or termination of this MOU.

15. Severability

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, and the non-conforming provision shall be limited to the extent that it would become valid and enforceable.

16. No Third-Party Rights

The terms and provisions of this MOU are intended solely for the benefit of each Party hereto. It is not the intention of the Parties to confer third-party beneficiary rights upon any other person(s).

17. Notice

Any notice under this MOU will be properly addressed to the other Party as set forth below and will be (a) dispatched by email to the address(es) below, provided receipt is confirmed (preferred method), (b) hand delivered, (c) mailed, postage prepaid, first class, certified mail, return receipt requested, or (d) sent, shipping prepaid, receipt requested via a reputable courier service or overnight delivery service.

Notices to Health Department: Timothy Rivers, Director

Email address: riverst@holyoke.org.

With a copy to: City Solicitor

Email address: solicitor@holyoke.org

Notices to MHOA: Teresa Kett, executive director

Email address: tkett@mhoa.com

[SIGNATURE PAGE FOLLOWS]

This MOU is hereby signed by a duly authorized officer of MHOA and a binding authority of the Health Department and effective as of the date last written below.

City of Holyoke

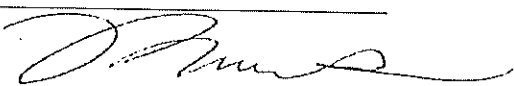

Name: Joshua A. Garcia

Title: Mayor

Date:

2/10/2026

City of Holyoke Board of Health

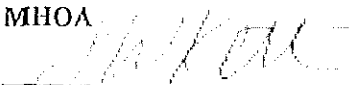

Name: Timothy Rivers

Title: Director Board of Health

Date:

2/9/26

MHOA


Name: Teresa Kett

Title: Executive Director

Date: 2/11/2026

EXHIBIT A
Scope of Work

Health Department Contact Person (Trainee Preceptor): Timothy Rivers, Holyoke Health Director | riverst@holyoke.org

MHOA Contact Person (Trainee Supervisor): Amy McInerney, Assistant Director of Pathway to Local Public Health Program | amcinerney@mhoa.com

Project Objectives and Key Performance Measures:

- Prepare Student Trainee to work as a Public Health Inspector through hands-on field work, online training, and subject matter certifications.

Project Meetings:

- Assistant Director of PLPH meets with Student Trainees virtually at least once per week.
- Assistant Director of PLPH will check in monthly with Health Department virtually via email (and on Zoom as needed) and schedule in-person site visits at least 1-2 times throughout the duration of the program.

Description of Role/Responsibilities of Health Department:

- 1) Provide Student Trainee with substantive, public-health related assignments, based on OLRH three-tiered training mode and provide Student Trainee with learning opportunities in local public health departments.
- 2) Designate a Health Department Student Trainee Preceptor.
- 3) Supervise the Student Trainees and provide relevant training.
- 4) Provide to Student Trainee appropriate working space and, if applicable, computer equipment, for the time during which Student Trainee is on-site at Health Department.
- 5) Engage with Amy McInerney at MHOA to define tasks needed and how to accomplish goals.

Description of Role/Responsibilities of MHOA:

- 1) Provide Student Trainee to Health Department.
- 2) Pay Student Trainee as 1099 Independent Contractor.
- 3) Supervise the Student Trainees and provide relevant training.
- 4) Provide staff support, as needed.
- 5) Engage with Trainee Preceptor at Health Department to define tasks needed and how to accomplish goals.
- 6) Pay \$10,000 to Health Department. Such payment will be prorated in the event of termination.
 - *Examples of how the stipend has been used by past participating departments includes:* stipend for staff acting as Trainee Preceptor, funding health education projects, and adding to Public Health Excellence (PHE) grant funds. Departments are welcome to use the stipend how they see fit.

EXHIBIT B

Pathway to Local Public Health (PLPH) External Communication Policy

The purpose of this policy is to establish practices, protocols and procedures for MHOA's Pathway to Local Public Health (PLPH) staff communication with media outlets and external stakeholders.

This program is funded by a Building Capacity contract from the Massachusetts Department of Public Health ("DPH") and is operated via its Office of Local and Regional Health ("OLRH"). *Importantly: grant and contractual terms and restrictions govern the ownership of intellectual property, including blogs, reports, and other publications, and thus must be approved in advance by MHOA pursuant to the terms of this policy.*

MHOA is committed to the dissemination of timely, accurate and quality information. We are also responsible for the integrity of the information we share with the media, local boards of health, and the public at large. Everyone involved with the Pathway to Local Public Health (PLPH) must understand and comply with the following guiding principles.

I. DEFINITIONS

- A. **Media:** covers all external media, including print media (newspapers, news magazines), broadcast news (radio and television), and the Student Trainee (online newspapers, news blogs, etc.)
- B. **Social media:** includes blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.
- C. **External Stakeholders:** Any of our external collaborators, including but not limited to DPH, OLRH, Local Boards of Health in Massachusetts, public health professionals, public health students and recent grads, and our academic collaborators.
- D. **External Communication:** All communications intended for an External Stakeholder, or that have a reasonable chance of ending up with an External Stakeholder. The mission of external communication is to support the organization in reaching its overall objectives by developing and maintaining good relations with important stakeholders and by increasing knowledge and awareness of the organization and its operations.
- E. **Student Trainees:** Students participating in the PLPH.
- F. **MHOA PLPH Program Director:** Teresa Wood Kett (tkett@mhoa.com)

II. RESPONSIBILITIES

The PLPH Program Director is ultimately responsible for the PLPH's brand and communications, has responsibility for contact with the media, and is the spokesperson for all issues concerning the program as a whole. The PLPH Program Manager may delegate the role of spokesperson as well as strategic and operational implementation of communication activities to other employees.

Student Trainees are responsible, in their respective areas, for adapting and following the principles of the External Communication Policy, as well as for ensuring that the information used in the communication within their respective area is correct, relevant, and clear.

III. PROCEDURES

A. News Media

MHOA occasionally works with the news media to promote its services and impact. MHOA may also respond to unsolicited requests from reporters on various topics. MHOA strives to respond to all traditional news media requests

in a timely and professional manner. It is critical that MHOA delivers clear, consistent, and accurate messages to the media.

It is the practice of MHOA that initial contact with the media is made through the MHOA Program Manager. No employee or Student Trainee should approach any media representative without prior approval. The MHOA Program Director manages media relations for the Pathway to Local Public Health (PLPH), and serves as our organization's liaison to the news media. If the MHOA Program Director is off-site or on vacation, staff are instructed to direct any media queries they receive to MHOA Executive Director, Teresa Wood Kett.

If you are approached by any media representative (e.g., reporter, blogger, or editor) to ask about the PLPH Traineeship Program, immediately email the MHOA Program Director that you received a media call and share whatever information you have (for example, the reporter's name, contact info, name of publications, deadline, etc.). If you receive a media query via social media, you must adhere to the PLPH media policy and immediately notify the MHOA Program Director. As with all media requests, inquiries via social media will be treated on a case-by-case basis.

You may receive a media request as a result of your contact information appearing in PLPH materials, such as the website. ONLY employees, with prior written approval of the PLPH Program Director, may communicate with the media on behalf of PLPH and MHOA.

We encourage you to share your experiences with the Pathway to Local Public Health (PLPH) through different communications channels so others can learn about our work and impact! Posting or publishing information about the work of the MHOA, or personal perspectives on the Pathway to Local Public Health (PLPH) for External Stakeholders, requires the permission and approval of the MHOA Program Director.

Some examples include:

- A blog post about your experience with the Pathway to Local Public Health (PLPH)
- An article in your school newsletter or publication
- An op-ed for the local or regional news
- A conference poster or presentation
- A research or journal article
- A webinar or training
- Any Local Board of Health communications (such as newsletters, official departmental social media channels, presentations, etc.)

All such postings require prior written approval from the MHOA Program Director.

If you have an idea for how to promote the work of the Pathway to Local Public Health or your project in particular, please contact Teresa Wood Kett (tkett@mhon.com) to discuss.

B. Publication Guidelines

These guidelines are to help anyone working in the Pathway to Local Public Health to understand the conception and review process for developing articles or other public dissemination documents. These external communications often touch on work by numerous collaborators and institutions with special considerations and communications policies. Because of the communications policies of funding entities such as DPH as well as each entity or institution involved in the Pathway to Local Public Health, MHOA requires that all proposed articles and similar outward facing materials flow through a proposal and review process. This process is not intended to hinder professional development or dissemination, but rather to ensure that public material is sensitive to the needs of the many collaborators involved.

IMPORTANT: For all publications and works of authorship, contact the MHOA Program Director to obtain advance written consent, being mindful that the MHOA Program Director works closely with MHOA's External Stakeholders and that *grant and contractual terms and restrictions govern the ownership of intellectual property, including research publications.*

Examples of products that must go through the publication approval process:

- o An academic journal article
- o A conference abstract or poster
- o A blog post about your experience with the PLPH
- o An op-ed for the local or regional news
- o An article in your school newsletter or publication
- o A webinar or training

If you are not sure whether something requires pre-approval, please email the PLPH Program Director.

i. Steps for Publication

1. **Proposal:** Submit a 1-paragraph proposal of intent by email to the MHOA Program Director, including the following:
 - a. Audience
 - b. Proposed journal or other venue/channel
 - c. Timeline
 - d. Topic and content summary
 - e. Collaborators, institutions, or other stakeholders involved in the work presented
2. **Proposal Approval:** The MHOA Program Director will either approve your proposal or ask for clarification. They will also provide a document with boilerplate language about the Pathway to Local Public Health that has been pre-approved by applicable External Stakeholders. The MHOA Program Director's approval is a mandatory precondition to publication as existing grant and contractual terms and restrictions must be followed as part of this program; those terms include allocation of intellectual property rights. The MA Dept. of Public Health's contract for the PLPH states that DPH's written consent is required prior to any publication, dissemination, reproduction, or display of any information, materials, documents, data, report, etc.
3. **Review:** The MHOA Program Director will triage proposals and identify reviewers for your publication.
 - a. *Example:* A peer-reviewed article in an academic journal will require more reviewers than a short news item in an alumni magazine. A proposed op-ed to a national newspaper will require significant review from communications departments at related collaborator institutions.
 - b. Reviewers may offer boilerplate, vetted language for articles to ensure consistency and accuracy.
 - c. Reviewers may request acknowledgement of additional collaborators.
4. **Revision:** Writers are responsible for responding to and incorporating any requested revisions.
 - a. Writers and reviewers should agree to a reasonable timeline and be responsive in addressing edits.
 - b. Writers may request a Zoom meeting to discuss any questions, as edits can be difficult to reconcile effectively via email. Revisions can be challenging at times and should be viewed by writers as a

professional development opportunity to produce the highest quality final product that represents MHOA and the Pathway to Local Public Health .

5. *Publication Approval:* In consultation with DPH, the MHOA Program Director will be responsible for final approval, incorporating any recommendations or requests from reviewers for a final revision and/or signoff. The ownership rights of External Stakeholders, including DPH, will be considered by the MHOA Program Director and discussed with content creators(s) to ensure that contributing Pathway to Local Public Health collaborators are recognized.
6. *Notification of publication:* Once an article is accepted for publication, writers should notify the MHOA Program Director in advance and provide any details to allow the Pathway to Local Public Health and collaborators to assist in promoting the publication. This includes abstracts, publications, articles, and web-based materials.

C. Contacting the MHOA Program Director

The PLPH Program Director can be reached by email or phone:

MHOA PLPH Program Director

Teresa Wood Kett (tkett@mhoa.com)



Mayor Joshua A. Garcia

CITY OF HOLYOKE
FIRE DEPARTMENT HEADQUARTERS

JOHN KADLEWICZ
CHIEF OF THE DEPARTMENT

August 24, 2026

The Honorable Mayor Joshua Garcia
Room One
Holyoke City Hall
Holyoke, Ma. 01040

Dear Mayor Garcia;

The Emergency Management Department has been awarded a grant from the Massachusetts Emergency Management Agency (MEMA) through the Emergency Management Performance Grant (EMPG) program in the amount of **\$8,500.00**.

Pursuant to the Fiscal Policies Manual, page 25, I respectfully request acceptance of these grant funds and that an appropriate account be established for the receipt and utilization of the funds in accordance with the grant requirements.

Thank you for your consideration of this request.

Respectfully submitted,

Jeffrey Trask
Emergency Management Director

Approved

Not Approved

Enc. Signed Contract attached

"PRESERVING LIFE AND PROPERTY SINCE 1851"
600 HIGH STREET - HOLYOKE, MASSACHUSETTS 01040
PHONE: (413) 534-2250 - FAX: (413) 534-2247
EMAIL: KADLEWICZJ@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/ost-forms.



CONTRACTOR INFORMATION

Contractor Legal Name

HOLYOKE, City of
01514

Legal Address

As entered on Form W-9 or Form W-4

536 Dwight Street, Holyoke, MA 01040

Contract Manager Name

Jeffrey Trask

Phone

413-348-4450

Fax

Email

traskj@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.

☒ 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.)

COMMONWEALTH INFORMATION

Department

Massachusetts Emergency Management Agency

Mosaic Department Code

CDA

Contract Manager Name

Kenyi Suarez

Business Mailing Address

400 Worcester Road, Framingham, MA 01702

Billing Address # Different

same

Phone

508-630-5727

Fax

Email

EM.Grants@mass.gov

Mosaic Transaction ID(s)

FY26EMPG2500000HOLYO/25EMPG

RFR/Procurement or Other ID Number

☐ CONTRACT AMENDMENTCurrent Contract End Date
PRIOR to AmendmentAmendment 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): \$8,550.00

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See 801 CMR 2.00 - EFT Payments.

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 (801 CMR 2.00, 2.01, 2.02)
 ☒ 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.

Funding for this subgrant is provided via a Federal Fiscal Year 2025 Emergency Management Performance Grant (FFY 2025 EMPG), Assistance Listing #97.042 and has a dollar-for-dollar match requirement. Funds may only be used for activities outlined in the subrecipient's approved FFY 2025 EMPG Application and in accordance with attached Federal Articles of Agreement, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.

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

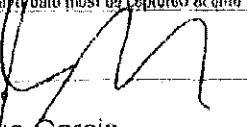
Contract performance shall terminate as of June 30, 2027, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any 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 2.00, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

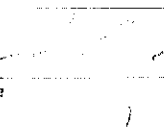
AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature

Signature: 
 Date: 6/26/2026
 Print Name: Joshua Garcia
 Print Title: Mayor, City of Holyoke

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature

Signature: 
 Date: 8/17/2026
 Print Name: Sherron H. H. H.
 Print Title: CFO



July 21, 2026

Via E-Mail

Eric Nakajima
City of Holyoke
20 Korean Veterans Plaza, Suite 406
Holyoke, MA 01040

RE: FY 2027 Community Mitigation Grant Award- Holyoke

Dear Eric Nakajima:

Congratulations! I am pleased to inform you that the Mass Gaming Commission voted on June 18, 2026, to award Holyoke's proposal to receive Community Mitigation Funds for this fiscal year. The purpose of this grant is to support communities and governmental entities by offsetting the impact costs related to the construction and operation of gaming facilities. After reviewing your application, we are confident that your grant-funded work will help make a difference.

Please see below for immediate info about your grant:

APPLICANT:	Holyoke
GRANT YEAR:	FY 2027
MOSAIC ID:	2027HolyokeBlockGrnt
TOTAL AWARD:	\$75,000
EXPIRATION DATE:	June 30, 2028

Enclosed with this letter are the MGC Grant and the State Contract. Additionally, Addendum A - Scope of Work and Terms and Conditions provides details regarding allowed expenditures. Please review all documents closely for more details on your grant such as special conditions and reporting requirements. You may find all necessary forms (ex. quarterly reports, close out, and more) on our website at <https://massgaming.com/about/community-mitigation-fund/forms/>. Should you have any questions, please reach out to the CMF team at mgccommunitymitigationfund@massgaming.gov for further clarification. Holyoke's Grant and Contract must be signed by a person authorized to sign on behalf of the community and returned to this office as soon as possible. No expenditure can be made until they are fully received by MGC.

We look forward to working closely with you to ensure the successful completion of your grant-funded work and wish you the very best wishes for your continued success.

Sincerely,

Derek Lennon

Derek Lennon, Chief Financial and Accounting Officer



BD-26-1068-1068C-1068L-121911

*By and between the Massachusetts Gaming Commission and
The City of Holyoke, Massachusetts*

This Fiscal Year (FY) 2027 Grant (the "Grant") is entered into by and between the Massachusetts Gaming Commission ("Commission"), and the City of Holyoke, Massachusetts ("Grantee") (hereinafter "the Parties") for an award in the amount of \$75,000 in accordance with M.G.L. c. 23K, §61 and the FY 2027 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2028.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: Shall mean the documents submitted in response to the Request for Response BID Number: BD-26-1068-1068C-1068L-121911 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 06/18/2026.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed seventy-five thousand dollars (\$75,000). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, officials, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials, agents, or representatives has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recoup any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 3 SCOPE OF GRANT**.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 3 SCOPE OF GRANT**.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in **SECTION 3 SCOPE OF GRANT**, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



2.20 (if applicable) For Construction Projects: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to the Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2026. Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2026 application. However, any FY 2026 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated 01/30/2026 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use by the City of Holyoke as approved by the Commission on 06/18/2026.

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.



3.6 Overview of Approved Scope: See Addendum A -SCOPE OF WORK.

3.7 Special Conditions: See Addendum A - SCOPE OF WORK.

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$75,000.

4.2 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

4.6 Following approval by the Commission staff as specified in **SECTION 3, SCOPE OF GRANT** and upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

November 15th for the period ending September 30th

February 15th for the period ending December 31st

May 15th for the period ending March 31st.

August 15th for the period ending June 30th

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a written request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-Out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submitting the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission because of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.



7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representative shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby warrant and represent that they possess the full legal authority to execute this Grant on behalf of the



Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recoup any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recoup any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:



If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov

If to the Grantee:

City of Holyoke
20 Korean Veterans Plaza Suite 406
Holyoke, MA 01040
Attention: Eric Nakajima
Email: nakajimae@holyoke.org

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this Grant.

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



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

SIGNATORY AUTHORITY OF GRANTEE

MASSACHUSETTS GAMING COMMISSION

By: [Signature]
(Signature)
Joshua A. Garcia
(Print name)

Mayor
Title:

By: [Signature]
Derek Lennon (Aug 3, 2026 10:06:42 EDT)
(Signature)
Derek Lennon
(Print name)

CFAO
Title:

Effective Date (To be filled out by MGC Staff):



ADDENDUM A- SCOPE OF WORK				
Grantee:	Holyoke			
MMARS ID:	2027HolyokeBlockGrnt			
Grant Year:	2027			
Award Amount:	\$75,000			
Approved by Commission on:	06/18/2026			
Special Conditions:				
Project Name	Project Description	Timeline	QTY	Amount
Holyoke 2027	Lighting	Fall 2026	0	\$15,000
Holyoke 2027	Infrastructure Changes	Fall 2026	0	\$20,000
Holyoke 2027	Public art	Spring 2027	0	\$15,000
Holyoke 2027	ExploreHolyoke Management	N/A	0	\$25,000

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		COMMONWEALTH INFORMATION	
Contractor Legal Name CITY OF HOLYOKE		Department MASSACHUSETTS GAMING COMMISSION	
d/b/a HOLYOKE		Mosaic Department Code MGC	
Legal Address As entered on Form W-9 or Form W-4 20 KOREAN VETERANS PLAZA SUITE 406, HOLYOKE, MA 01040		Contract Manager Name MARY THURLOW	
Contract Manager Name ERIC NAKAJIMA		Business Mailing Address 101 FEDERAL ST, BOSTON, MA 02110	
Phone (413) 322-5656		Phone (617) 979 - 8420	
Fax		Fax	
Email NAKAJIMAE@HOLYOKE.ORG		Email MARY.THURLOW@MASSGAMING.GOV	
Vendor Code VC 6000192102		Mosaic Transaction ID(s) 2027HOLYOKEBLOCKGRNT	
Vendor Code Address ID e.g. 'AD001'. AD 001		RFR/Procurement or Other ID Number BD 26 1068 1068C 1068L 121911	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	
☐ Statewide Contract (OSD or an OSD-designated department.)		Amendment Amount Or Enter 'No Change'	
☐ Collective Purchase (Attach OSD approval, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes.	
☒ Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)		☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.)	
☐ Emergency Contract (Attach justification for emergency, scope, and budget.)		☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)	
☐ Contract Employee (Attach Employee Status Form, scope, and budget.)		☐ Contract Employee (Attach any updates to scope or budget.)	
☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)		☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and 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): \$75,000			

Mosaic Transaction ID(s) 2027HOLYOKEBLOCKGRNT

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.

COMMUNITY MITIGATION FUND GRANT FY27 - THIS CONTRACT IS INTENDED TO FUND THE PROJECTS OUTLINED BELOW AS APPROVED BY THE MASSACHUSETTS GAMING COMMISSION ON 6/18/2026. A COMPLETE SCOPE OF WORK FOR THESE PROJECTS CAN BE FOUND ATTACHED.

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

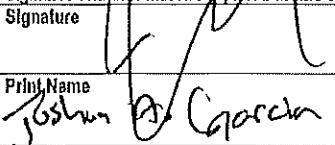
Contract performance shall terminate as of JUNE 30 , 20 28 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving 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.

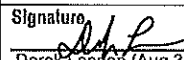
AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature	Date
	7/31/2026
Print Name	Print Title
JOSHUA A. GARCIA	MAYOR

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
 Derek Lennon (Aug 3, 2026 10:06:12 EDT)	
Print Name	Print Title
DEREK LENNON	CFAO