

**CITY OF HOLYOKE**  
**Contract for the Towing and Storage of Motor Vehicles**

**THIS AGREEMENT** is made this (OCT) 5<sup>th</sup> day of October, 2020 by and between the City of Holyoke, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the City", and Pleasant Street Auto Body Repair, Inc. d/b/a Hampshire Towing, hereinafter referred to as "the Contractor".

**RECITALS**

WHEREAS, the City finds it necessary to order that certain vehicles be towed for public safety or other purposes and thereafter be stored at a place that is secure and convenient to the city;

WHEREAS, the Contractor warrants that it has a minimum of five (5) years experience in providing towing and storage services, and that it is willing and able to provide such services to the City;

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

**1. Definitions**

For the purposes of this Contract, the following terms, phrases, words and their derivations shall have the given meaning:

- 1.1. *Chief of Police*: the Chief of the Holyoke Police Department, or an appointed designee.
- 1.2. *Gross Vehicle Weight Rating (GVWR)*: the value specified by the manufacturer of a motor vehicle as the loaded weight of such vehicle.
- 1.3. *Response Time*: the time from which the Contractor receives notification by the Holyoke Police Department of an incident requiring a tow to the arrival of the tow truck at the requested location.

**2. Scope of Services**

**2.1. Towing and Storage of Vehicles Upon Request of Chief of Police**

Upon request of the Chief of Police, the Contractor shall tow and store each and every motor vehicle ordered to be towed pursuant to applicable law and in accordance with this contract. The public authority shall give an adequate description of the location of the motor vehicle. The Contractor shall maintain a response time of fifteen (15) minutes, weather permitting, for light duty tows;

and an initial response time of twenty (20) minutes, weather permitting, for heavy duty tows. The Contractor shall arrive at the site of the requested tow with all necessary and appropriate equipment and personnel, as specified in this Contract, as requested by the Chief of Police, and as informed by the Contractor's professional experience.

## 2.2. Accident Clean-up

If Contractor is called to the site of a motor vehicle accident, in addition to towing any vehicles, Contractor shall clean the site of the accident, including, but not limited to: removal of all vehicle debris, glass, and other materials resulting from the accident; and spreading an adsorbent or absorbent material such as speedy-dry upon any street surface that oil or gas has been illicitly discharged (as that term is defined by the Environmental Protection Agency) upon by any vehicle involved in the accident. To the extent possible, Contractor shall also be responsible for cleaning up the adsorbent or absorbent material. The City shall not be liable for the cost of cleaning the roadway in accordance with this Section.

## 2.3. Rotation of Towing Duties

Contractor understands that towing services within the City shall be allocated among all contracted towing companies on a weekly rotation. The Chief of Police shall maintain a rotation list of Contractors, and shall have sole discretion on the rotation. Contractor understands that it is not the sole provider of towing services for the City, and that it will only be selected for towing operations on the rotational basis, or under emergency or exigent circumstances. If the on call contractor has exhausted its capability, the next Contractor in the rotation will be utilized. The rotation shall be applicable for all incidents requiring a tow, and shall not differ based on the GVWR of the vehicle.

The City expressly reserves the right to obtain towing services from companies other than the Contractor if said Contractor is unable to perform, and the Chief of Police, in good faith, determines it to be in the best interest of the City, regardless of position on the rotation list. The City further reserves the right to obtain the services of a tow company other than the Contractor in the event the vehicle to be towed is used to carry hazardous materials, as determined by the Chief of Police.

## 2.4. Property of Owner of Towed Vehicles

Prior to impounding a vehicle and after the vehicle has been moved to a safe location as determined by the Contractor and/or Police, the Contractor shall allow the owner or operator of a vehicle to remove personal property not affixed to the vehicle if they are present at the time of the tow, and ownership of the property claimed is proven. This section shall not apply to abandoned vehicles.

## **2.5. Towing of City Owned Vehicles**

Upon request of the Chief of Police, the Contractor shall tow any Holyoke Police Department owned vehicles to a distance of not more than twenty-five (25) miles at no charge to the City.

The Contractor shall offer a reduced towing rate from the regulated towing rate of the Commonwealth of Massachusetts on all passenger vehicles owned by the City.

The Contractor shall provide vehicles for the purpose of Jaws of Life training and disaster drills.

## **2.6. Availability of Towing Services**

Contractor shall make such personnel and equipment ready and able to respond to towing requests twenty-four (24) hours a day and seven (7) days a week. The Contractor shall maintain and post regular business hours both during the week and on weekends to release towed vehicles in accordance with this contract, and shall provide the Chief of Police with the hours that it will be open to release towed vehicles.

## **2.7. Record Keeping**

Contractor shall keep and maintain records of all vehicles ordered to be towed by the Chief of Police. Records shall include plate and vehicle identification numbers, general status of the vehicle, make, model, year, and color of the vehicle. Contractor shall also keep record of the date of tow, all fees and payments charged, and shall document any incidents regarding the vehicle that occur during Contractor's storage of the vehicle.

Contractor shall provide the Chief of Police with any records, statistics, or other information pertaining to the towing and storage of all vehicles under this contract upon request.

## **2.8. Motorist Request to be Disregarded**

A motorists' request of a specific tow service or motor club service provider will not be utilized or considered when a police officer and or a police cruiser presence is necessary due to public safety. The Contractor on rotation will be utilized instead.

# **3. Term, Compliance, and Termination**

## **3.1. Term of Contract**

This contract shall take effect on October 1, 2020, and shall remain in effect until September 30, 2023 unless this contract is sooner terminated in accordance with the provisions of this agreement.

### 3.2. Compliance with Contract

The Contractor agrees to comply with all terms and conditions of this contract, and that a failure to comply may result in suspension or termination of this contract or render the contract invalid and or unenforceable. Any violations of the terms or conditions of this contract shall result in the following actions, at the discretion of the Chief of Police:

1st Offense - Written warning

2nd Offense - Thirty (30) day suspension from the towing rotation.

3rd Offense (which occurs within one year from date of 1<sup>st</sup> offense) - Permanent removal from the towing rotation.

### 3.3. Complaints

The Contractor shall post a conspicuous sign in the common area of its principal place of business in Holyoke stating: **"If you wish to file a complaint, please contact the City of Holyoke or the Massachusetts Department of Public Utilities."**

Complaints that the City receives regarding the conduct of Contractor or its employees shall be forwarded to the Contractor. The Contractor shall respond in writing to the allegations of the complaint and submit said response to the Chief of Police within 48 hours of receipt of the complaint. Repeated complaints may be grounds for suspension or termination of this contract.

### 3.4. Termination or Suspension

This contract shall terminate naturally upon the end of the term.

The City may suspend or terminate this agreement for cause if: Contractor fails to comply with applicable federal, state, or local laws applicable to the business of Contractor or work performed under this contract; if the Chief of Police or other authorized City Official determines that the Contractor has breached or substantially failed to perform any provision of this contract; repeated complaints are made regarding Contractor's business practices as they relate to work covered by this contract; or, if Contractor interferes with the contractual arrangements made between other towing operators and the City.

The Chief of Police will provide written notice stating the grounds for any suspension or termination, and specifying the effective date(s) of the suspension or termination, at least seven (7) days prior to the effective date(s) of suspension or termination.

#### **4. Contractor Storage, Equipment, and Personnel Requirements**

##### **4.1. Storage Requirements**

Vehicles that are ordered to be towed and stored shall be kept at an appropriate storage facility within the City of Holyoke. Such facility shall be constructed in accordance with City of Holyoke Ordinances. Any area to be used for the storage of vehicles must be enclosed by a fence and must provide adequate lighting, surveillance, and security to prevent theft or damage to vehicles and property stored by Contractor. The Contractor shall be responsible for the reasonable care, custody, and control of vehicles that are ordered to be towed and any property contained therein.

##### **4.1.1. Release of Stored Vehicles**

Prior to releasing any vehicle stored pursuant to this contract to the owner of said vehicle, the Contractor shall seek and receive clearance from the Chief of Police, the City parking clerk or their designee. This clearance will be granted after the owner of the vehicle has paid any and all relevant administrative fees owed to the Holyoke Police Department. Contractor shall also provide a receipt of any and all charges for towing and storing a vehicle to the owner prior to releasing the vehicle.

##### **4.1.2. Cars Impounded for Investigatory Purposes**

The Chief of Police shall designate a secure area to store vehicles that the Holyoke Police Department seizes for purposes of investigation.

##### **4.2. Maintenance of Contractor's Property**

Contractor shall maintain any property owned or leased for the purposes of storing vehicles in such a manner so as not to constitute a nuisance to the neighborhood, including but not limited to: complying with all applicable zoning laws; providing adequate security at the property; screening the lot from public view; maintaining the lot free and clear of litter and debris; and otherwise obeying applicable federal, state, and local laws and regulations as they pertain to maintenance of property. Failure of the Contractor to maintain the property that is used to store vehicles under this contract in a clean and secure manner may be considered to be a breach of this contract by the City.

##### **4.3. Equipment Requirements**

Contractor shall for all periods covered by this contract maintain equipment sufficient to perform all light, medium, and heavy-duty towing services, which at minimum, shall include the following equipment. Contractor shall keep said

equipment available for calls twenty-four (24) hours a day and seven (7) days a week within the response time specified in this contract:

#### 4.3.1. Vehicles

The following vehicles shall be kept in good working condition by the Contractor. Contractor shall post in a conspicuous place on its vehicles its name and phone number.

- A. One (1) wrecker Class 3 (or above);
- B. Three (3) car carriers, Class 5 or 6 (or above);
- C. One (1) hydraulic 25-ton Class 8 wrecker;
- D. One (1) hydraulic sliding tandem-axel tilt trailer with appropriate tractor;
- E. One (1) fork truck.

#### 4.3.2. Other Equipment

Each vehicle listed above, and any other vehicles which respond to tow requests from the City shall have at minimum the following equipment:

- A. Two-way mobile communication;
- B. 100 feet of cable on wreckers;
- C. Two (2) snatch blocks;
- D. One (1) broom and receptacle to pick up accident debris;
- E. One (1) fire extinguisher;
- F. One (1) first aid kit;
- G. One (1) set of triangles;
- H. One (1) hydraulic jack.

#### 4.4. Right to Inspect

The City reserves the right to inspect any areas used by Contractor to store vehicles pursuant to this contract, and also to inspect all vehicles and equipment used by Contractor to provide the services required under this contract.

#### 4.5. Personnel Requirements

##### 4.5.1. Staffing Requirements

Contractor warrants that it has, and will continue to have the for as long as this contract remains in effect, in its employ a sufficient

number of persons experienced and possessing required licenses in towing operations such that Contractor's obligations under this contract will be safely and promptly carried out in accordance with the scope of work and the requirements of this contract.

4.5.2. Licensing and Training

Employees performing work for Contractor under this contract shall be properly licensed for equipment operation and also shall be properly trained, including training by industry-recognized organizations, in the operation of said equipment. Employees shall abide by all applicable laws regarding towing and recovery of motor vehicles.

4.5.3. Preclearance of Employees by the City

Prior to the assignment of an employee to towing or administrative responsibilities covered by this contract, Contractor shall provide the following information regarding each employee: full legal name, current address, any known previous addresses, driver's license number, date of birth, and authorization by the employee for the Chief of Police to perform a criminal background check, or for the Contractor to disclose the same to the Chief of Police.

4.5.4. Reassignment of Employees

The Chief of Police may request that an individual performing work for the Contractor under this contract cease performing said work. The Chief of Police will state the reason for such a request in writing. Upon receipt of such request, the Contractor shall immediately reassign the subject individual.

4.5.5. Conduct of Contractor and its Employees

Contractor and its employees, agents, subcontractors, or servants shall interact with the public in a professional and courteous manner at all times when performing work in accordance with this contract. Any improper or inappropriate behavior, demeanor, or communication on the part of Contractor or its employees may be considered a breach of this contract.

4.5.6. Criminal Conduct of Contractor or its Employees

Any criminal conviction, in the future or within the past seven years, of Contractor, its owner, any employees or agents, regarding stolen or embezzled vehicles, fraud related to the towing business, stolen

property, crimes against morality or crimes against the person, shall be grounds for the immediate cancellation of this contract.

#### **4.5.7. Employment Practices**

Contractor agrees that it will not engage in employment practices that have the effect on discrimination against employees on the basis of race, color, national origin, handicap, political affiliation, sex, gender expression, or sexual orientation, as well as any other class that is protected by applicable federal or state law. In addition, Contractor agrees that it will abide by all applicable terms and provisions of the Equal Employment Opportunity requirements under Executive Order No. 11246 as amended by Executive Order No. 11375.

### **5. Payment and Fees**

#### **5.1. Payment**

Contractor shall collect and receive payment for all services rendered under this contract from the vehicle owner(s) and or the insurance carrier of the vehicle owner or responsible third parties and or their insurance carriers.

The City shall not be liable in any way for the collection or payment of any towing or storing charges for any vehicle ordered to be towed by the Chief of Police or by any other authorized City Official, including, but not limited to tows ordered for the purpose of investigation and or evidence. Further, the City shall not be liable for the costs of cleaning the public way following an accident, as specified in this contract.

#### **5.2. Fees**

Fees charged to owners for the towing and storage of vehicles by the order of the Chief of Police under this contract shall not exceed the maximum statutory rates for towing and storage established by the Massachusetts Department of Public Utilities, pursuant to M.G.L. c. 159B, §6B or by other applicable law. Contractor shall, at the request of the Chief of Police, waive the applicable fees for up to ten (10) rotation tows per calendar year.

##### **5.2.1. Posting of Schedule of Fees in a Conspicuous Place**

Contractor shall post the current rate for towing and storage charges in effect under M.G.L. c. 159B, §6B, and any other charges to owners of vehicles towed in accordance with this contract, in a conspicuous place in the common area of its principal place of business within the City of Holyoke.

### **6. Insurance**



On the date of execution of this contract, or any renewal or extension thereof, the Contractor shall submit to the City proof of insurance for a policy that shall remain in effect throughout any period in which this contract is effective, which contains the following types and minimum amounts of insurance:

- A. Garage liability insurance with a combined single limit of one million dollars (\$1,000,000.00) for bodily injury and property damage, including without limitation, damage to towed vehicles due to negligence in towing, theft, fire loss, or vandalism sustained while the vehicle is in storage.
- B. Automobile liability insurance that has a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000.00).
- C. Workers compensation in the statutory amounts.

Proof of insurance shall be in the form of a certificate of insurance and shall provide that the City be listed as an additional named insured. Policy lapse, expiration, or cancellation will result in the immediate termination of this Contract. The policy shall provide for immediate notification to the City upon policy lapse, expiration, or cancellation.

## **7. Indemnification**

The Contractor shall assume all responsibility for the work performed under this contract and shall take all precautions for preventing injuries to persons or damage to property in performing the work required hereunder. The Contractor shall indemnify and hold harmless the City of Holyoke from all claims, damages, judgments, and or settlements; and from any and all liability of every nature and description which the Contractor or its agents or employees or other third persons may suffer through damage to property, personal injuries (including death), or which otherwise arise out of the work provided under this contract, by reason of the negligence of the Contractor, its agents or employees, in the performance of this contract.

The Contractor agrees that the City of Holyoke and or the Holyoke Police Department are not financially responsible for any direct or indirect action arising from any tow and or related activity, service, or storage unless specifically agreed to in writing by the City of Holyoke or the Chief of Police.

## **8. Miscellaneous**

### **8.1. Modification**

This contract may be modified or amended only by a written instrument, signed by authorized representatives of both parties.

## 8.2. Entire Agreement

This contract represents the entire agreement of the parties with respect to the towing and storage of motor vehicles at the request of the Chief of Police, and supersedes any prior agreements, understandings, or representations, be they written or oral, express or implied.

## 8.3. Assignment

Neither this contract nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of the other party.

## 8.4. Severability

If any term or provision of this contract or any amendments or attachments is found to be invalid or unenforceable, the remainder of this contract and its terms and provisions shall remain valid and in binding on the parties to the extent permitted by law.

## 8.5. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## 8.6. Notices

Except as otherwise provided, all notices required or permitted to be given under this contract shall be in writing and shall be delivered by certified or registered mail to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this section.

If to the City: Mayor Alex Morse  
Holyoke City Hall  
536 Dwight Street, Room 1  
Holyoke, MA 01040

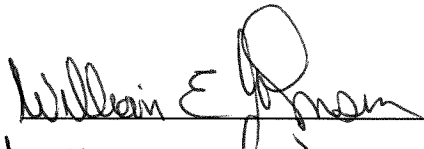
With a copy to: Chief of Police  
220 Appleton Street  
Holyoke, MA 01040

If to the Contractor: Hampshire Towing  
170 Main Street  
Holyoke, MA 01040


**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this instrument as of the date first written above.

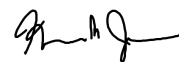
**BY:**


**CONTRACTOR**

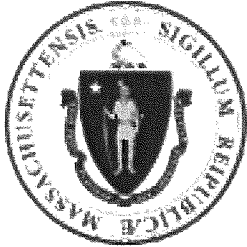
  
\_\_\_\_\_  
William E Johnson Pres. , Pleasant St Auto Body and Repair inc DBA  
(print name) Hampshire Towing

**CITY OF HOLYOKE**

  
\_\_\_\_\_  
Alex Morse, Mayor

  
\_\_\_\_\_  
Katherine Jackowski, Collector of Taxes

  
\_\_\_\_\_  
Crystal Barnes, Acting City Solicitor



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

**Identification Number:** 042937648

**1. Exact name of the corporation:** PLEASANT STREET AUTO BODY & REPAIR, INC.

**2. Jurisdiction of Incorporation:** State: MA Country:

**3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:**

Name: WILLIAM E. JOHNSON  
 No. and Street: 650 NEW LUDLOW ROAD  
 City or Town: SOUTH HADLEY State: MA Zip: 01075 Country: USA

**5. Street address of the corporation's principal office:**

No. and Street: 650 NEW LUDLOW RD.  
 City or Town: SOUTH HADLEY State: MA Zip: 01075 Country: USA

**6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	WILLIAM E. JOHNSON	650 NEW LUDLOW RD., SOUTH HADLEY, MA 01075 USA
TREASURER	WILLIAM E. JOHNSON	650 NEW LUDLOW RD., SOUTH HADLEY, MA 01075 USA
SECRETARY	WILLIAM E. JOHNSON	650 NEW LUDLOW RD., SOUTH HADLEY, MA 01075 USA
VICE PRESIDENT	ROBERT E JOHNSON	91 CANAL DRIVE BELCHERTOWN, MA 01007 USA
DIRECTOR	WILLIAM E. JOHNSON	650 NEW LUDLOW RD., SOUTH HADLEY, MA 01075 USA

**7. Briefly describe the business of the corporation:**

AUTOMOTIVE & TRUCK REPAIR, TOWING, COLL, SALES

**8. Capital stock of each class and series:**

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments <i>Num of Shares</i>	<i>Total Par Value</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP	\$0.00000	10,000	\$0.00	500

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 09/30/ 2019

Signed by WILLIAM E. JOHNSON , its PRESIDENT  
on this 22 Day of November, 2019

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# Corporations Division

## Business Entity

Name: PLEASANT STREET AUTO BODY & REPAIR, INC.

Order certified copies <input type="checkbox"/> check all	Name of filing	Year filed	Date filed	Filing No.	View PDF
<input type="checkbox"/>	Annual Report	2019	11/22/2019 05:02 PM	201941415740	201941415740_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2018	11/22/2019 04:46 PM	201941411490	201941411490_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2017	10/19/2017 01:15 PM	201759710260	201759710260_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2016	11/09/2016 12:24 PM	201603326580	201603326580_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2015	11/06/2015 04:32 PM	201550506800	201550506800_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2014	10/10/2014 04:47 PM	201498822910	201498822910_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2013	10/25/2013 03:31 PM	201353734130	201353734130_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2012	05/24/2013 08:59 AM	201337439000	201337439000_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2011	12/15/2011 03:11 PM	201161326660	201161326660_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2010	05/12/2010 05:14 PM	201003984650	201003984650_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2009	05/12/2010 05:08 PM	201003983680	201003983680_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2008	05/12/2010 05:03 PM	201003981820	201003981820_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2006	05/12/2010 04:43 PM	201003976240	201003976240_1.pdf, 2 pgs
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<input type="checkbox"/>	Annual Report	2005	01/23/2006 04:00 PM	200631635570	200631635570_1.pdf, 1 pgs
<input type="checkbox"/>	Annual Report	2004	01/25/2005 04:00 PM	200598739670	200598739670_1.pdf, 1 pgs
<input type="checkbox"/>	Annual Report	2003	01/23/2004	200460846880	200460846880_1.pdf, 1 pgs
<input type="checkbox"/>	Annual Report	2002	06/15/2002	200335136670	200335136670_1.pdf, 1 pgs
<input type="checkbox"/>	Annual Report	2001	03/29/2002	200210878130	200210878130_1.pdf, 1 pgs
	Annual Report	2000	01/25/2001	020503796734	Index Number = 01000768 (1 pages)
	Annual Report	1999	12/17/1999	020503545911	Index Number = 99137000 (1 pages)
	Annual Report	1998	01/06/1999	020503314405	Index Number = 98144479 (1 pages)
	Annual Report	1997	12/03/1997	020502988677	Index Number = 97132198 (1 pages)
	Annual Report	1996	12/12/1996	020502763469	Index Number = 96127331 (1 pages)
	Annual Report	1995	12/12/1995	020502548298	Index Number = 95125365 (1 pages)
	Annual Report	1994	11/28/1994	020502322548	Index Number = 94123243 (1 pages)
	Annual Report	1993	12/13/1993	020502086015	Index Number = 93123167 (1 pages)
	Annual Report	1992	12/02/1992	020501868322	Index Number =

				92136553 (1 pages)
Annual Report	1991	11/07/1991	020501460009	Index Number = 91100085 (1 pages)
Annual Report	1990	11/23/1990	020501460008	Index Number = 90150302 (1 pages)
Annual Report	1989	11/21/1989	020501460007	Index Number = 89099335 (1 pages)
Annual Report	1988	11/03/1988	020501460006	Index Number = 88095363 (1 pages)
Annual Report	1987	01/05/1988	020501460005	Index Number = 87096936 (1 pages)

**Note:**

Annual Reports and No Fee changes have a retention period of ten years; therefore these documents are no longer available prior to December 31, 2002.

[Return to entity summary](#)

[Order filings](#)

**DISCLOSURE BY HEAD OF CONTRACTING AGENCY  
AS REQUIRED BY CITY OF HOLYOKE CODE OF ORDINANCES SECTION 2-335(d)**

**Applicable Contracts**

The disclosure provisions of Section 2-335 apply to any signed-written contract, the value of which is in excess of \$70,000.00 for goods or services to which the city is a party, except where the agreement is required by state law or local ordinance (see Section 2-334(d)) to be awarded pursuant to a competitive bidding process under applicable law, where the agreement constitutes a sole source procurement under M.G.L. c. 30B, §7, or where the contract is an intergovernmental agreement, a transaction with the Commonwealth, or an agreement between agencies, boards, commissions, authorities, departments or public instrumentalities of the City of Holyoke. Contracts subject to disclosure include contracts

**Who must complete**

The contractor and of all of its principals, chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, or persons performing similar functions, or shareholders in excess of ten percent and managing agent to the extent applicable.

	CONTRACTING AGENCY INFORMATION
Name of signatory:	William E Johnson
Title/ Position	President
Agency/ Corporation	Pleasant ST Auto Body and Repair inc DBA Hampshire Towing
Agency/ Corporation Address	650 New Ludlow Rd South Hadley MA 170 Main ST Holyoke MA
Office phone:	413-534-5373
Office e-mail:	ht@gogtt.net bill@thejohnsongroups.com
	Please attach additional information to include: name(s) of all principals, directors, CEO, CFO, or persons of similar interest.
Contract effective date:	OCT 1ST 2020
Contribution disclosures of past 12 months:	Please list all contributions provided to any elected official of the City of Holyoke made within the last 12 months Date: Elected Official: See Attached
* N/A	*this disclosure shall include contributions made by immediate family members
Please initial to confirm these facts.	WM I hereby acknowledge that I have received and read a copy of the City of Holyoke Code of Ordinances, Section 2-335, and that I understand the requirements and implications as set forth in the ordinance.
Please initial to confirm these facts.	WM I hereby acknowledge and understand that I, nor anyone in my immediate family, nor any of the names listed in this disclosure, shall make any contribution to any elected official for the next four calendar years following the award of the contract, or for the duration of the term of any contract, whichever is longer.
Signature:	William E Johnson
Date:	OCT 5 2020

**Please attach a copy of the most recent Annual Report of the Agency/ Corporation for which is signing this document.**

**File disclosure with the city or town clerk.**



2:51 PM

10/05/20

Accrual Basis

**WEJ Realestate**  
**Account QuickReport**  
 October 6, 2019 through October 5, 2020

Type	Date	Num	Name	Memo	Split	Amount
<b>32000 · Retained Earnings</b>						
Closing Entry	12/31/2019					900.00
Total 32000 · Retained Earnings						900.00
<b>80500 · Political Contributions</b>						
Check	01/25/2020	4157	Committee to Elect Don Humason	10100 · Berksh...		500.00
Check	02/27/2020	4186	Committee to Elect Alex Morse	10100 · Berksh...		950.00
Check	04/07/2020	4218	Committee to Elect Dan Allie	10100 · Berksh...		50.00
Check	07/28/2020	4297	Committee to Elect Dan Allie	10100 · Berksh...		50.00
Check	08/01/2020	4300	Caroline Colarusso for Congress	10100 · Berksh...		75.00
Total 80500 · Political Contributions						1025.00
TOTAL						<del>2,595.00</del>

8/14/20  
8/9/20

4308  
4326

CTE Chip Harrington  
JONES COMMITTEE

500  
100

11-7-19 CTE Tacker Chen \$400  
✓ 4105

11-29-19 The Monica Mederos Comm \$50  
✓ 4172

12-30-19 The Frost Comm \$50  
✓ 4146

12-30-19 CTE Lara Gentile \$50  
✓ 4147

12-30-19 CTE Tim Whelan \$250  
✓ 4149

12-30-19 CTE Don Allie \$100  
✓ 4150

2:59 PM

10/05/20

Accrual Basis

**W.E.R.E Realty**  
**Account QuickReport**  
October 6, 2019 through October 5, 2020

Type	Date	Num	Name	Split	Amount
<b>3900 · *Retained Earnings</b>					
Closing Entry	12/31/2019				725.00
Total 3900 · *Retained Earnings					725.00
<b>7500 · Political Contributions</b>					
Check	01/27/2020	3246	Committee to elect Don Humason	1111 · WERE (...)	150.00
Total 7500 · Political Contributions					150.00
<b>TOTAL</b>					<b>875.00</b>

11-7-19 CTE Tachy Chan \$225.00  
✓ 3230  
12-12-19 CTE Robert + Delro \$500.00  
✓ 3238

*If you wish to file a  
complaint, please contact  
the City of Holyoke or the  
Massachusetts Department  
of Public Utilities*

**(413) 322-5510**  
City of Holyoke

**(617) 305-3500**  
Massachusetts department  
of Public Utilities

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Solutions, LLC</b> <b>711 E. Main Street</b> <b>Suite 201</b> <b>Chicopee, MA 01020-3600</b>	<table border="1"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 855 874-0123</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> futurecompcertrequest@usi.com</td> </tr> <tr> <td colspan="2"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Automotive Industries Compensation Corp</td> <td><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b> 855 874-0123	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> futurecompcertrequest@usi.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Automotive Industries Compensation Corp	<b>NAIC #</b>	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> <b>Pleasant St Auto Body &amp; Repair</b> <b>dba, Hampshire Towing</b> <b>650 New Ludlow Road</b> <b>South Hadley, MA 01075</b>																					

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC00300720	01/01/2020	01/01/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## Evidence of Massachusetts Workers Compensation Coverage

## CERTIFICATE HOLDER

## CANCELLATION

The City of Holyoke,  
 Holyoke City Hall  
 536 Dwight Street, Rm 1  
 Holyoke, MA 01040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph C. Blawie



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> ESTEN & RICHARD AGENCY INC. 342 Park Ave. P.O. Box 639 Woonsocket RI 02895	<b>CONTACT</b> NAME: Joan Brannan PHONE (A/C, No, Ext): (401) 766-4200 FAX (A/C, No): (401) 762-4210 E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Motorists Commercial Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Pleasant Street Auto Body & Repair, Inc. Inc, Hampst DBA: Hampshire Towing 650 New Ludlow Road South Hadley MA 01075	<b>NAIC #</b>

COVERAGES CERTIFICATE NUMBER: CL2072806910 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2362434	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Plates			2362435	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist property dam \$ 50,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Keepers			2362435	8/1/2020	8/1/2021	Comprehensive \$425,000 \$500. Ded
A	On Hook-300,000/2,500 ded			2362435	8/1/2020	8/1/2021	Collision \$425,000. \$500. Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

## CERTIFICATE HOLDER

City of Holyoke  
City Hall  
536 Dwight Street, Rm 1  
Holyoke, MA 01040

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Richard/JMB



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2020

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<b>PRODUCER</b> <b>ESTEN &amp; RICHARD AGENCY INC.</b> 342 Park Ave. P.O. Box 639 Woonsocket RI 02895		<b>CONTACT NAME:</b> Joan Brannan <b>PHONE (A/C, No, Ext):</b> (401) 766-4200 <b>FAX (A/C, No):</b> (401) 762-4210 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Pleasant Street Auto Body & Repair, Inc. Inc, Hampst DBA: Hampshire Towing 650 New Ludlow Road South Hadley MA 01075		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Motorists Commercial Mutual Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2072806910 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Plates <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2362435	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist property dam \$ 50,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

Holyoke City Hall  
536 Dwight Street, RM 1  
Holyoke, MA 01040

## CANCELLATION

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AUTHORIZED REPRESENTATIVE

Frank Richard/JMB