AGENDA FOR THE CITY COUNCIL
NOVEMBER 18, 2025

PRESIDENT'S REPORT

PUBLIC HEARING

PUBLIC COMMENT

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

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

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

3. From City Clerk Brenna Murphy Leary and Admin. Assistant Jeffery Anderson-Burgos, meeting minutes from November 6, 2025 meeting

LAID ON THE TABLE

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

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

COMMUNICATIONS

6. From Mayor Joshua Garcia-letter appointing Ms. Cheryl Figueroa to the Valley Opportunity Council

7. From Law Department-Vote to Accept and Adopt MGL Chapter 40, Section 22A 3/4

8. From Auditor Tanya Wdowiak: Mayor's Supplemental Budget Pages Revised 11/12/2025

9. From Victoria Houle, Asst City Engineer, Final Memo on Center City 110 Agreement

10. From City Councilor Linda Vacon- Open Meeting Law Complaint

11. From Parker O'Brien, Planner I, communication regarding 6409 Verizon 2025-25

12. From Tapestry, Holyoke quarterly report April 1 to Sept 30, 2025

PETITIONS

13. From Residents in Ward 7-Neighborhood Petition to Address Noise Complaints

REPORTS OF COMMITTEES

14. The Committee on Ordinance to whom was referred an order that the City Council establish minimum eligibility requirements (such as a four your degree in accounting/finance & 3 years successful management experience), for appointment as Treasurer prior to the initial appointment-(if voters approve the appointment
Recommended that the order be adopted.

15. The Committee on Ordinance to whom was referred an order That a salary range be established for the Treasurer position, as the appointment of the position (rather than elected)was approved by voters.
Recommended that the order be adopted.

16. The Committee on Ordinance to whom was referred an order The city designate four parking spots in front of the police dept as "Police Business Only."
Recommended that the order be adopted.

17. The Committee on Ordinance to whom was referred an order The speed limit on Laurel Street be reduced to 25 MPH.
Recommended that the order be adopted.

18. The Committee on Ordinance to whom was referred an order If the local option is adopted, the City of Holyoke create by ordinance a designated parking place for Veterans at City Hall to be used in compliance with chapter 40, §22A ¾.
Recommended that the order be given a leave to withdraw.

19. The Committee on Ordinance to whom was referred an order The city of Holyoke adopts M.G.L. chapter 40, §22A ¾ which grants authority to municipalities to designate a parking space at City Hall for Veterans.
Recommended that the order be adopted.

20. The Committee on Ordinance to whom was referred an order that the DPW remove the handicap sign at 43 King St. It is no longer needed.
Recommended that the order be adopted.

21. The Committee on Finance to whom was referred an order that the Treasurer, Auditor and Mayor please come to the Finance Committee to discuss why the Schedule A year end reconciliation for Fiscal Year 2024 has not yet been filed with the State. Failure to make this end of year filing timely potentially jeopardizes our future state aid payments, cash flow and the certification of our free cash. This filing was due on November 30 and is still unfiled. It should be noted that it was filed many months late last year and appears to be late again. Let’s discuss please how we can
Recommended that the order has been complied with.

22. The Committee on Finance to whom was referred a communication From Assistant City Solicitor Kathleen Degnan-Holyoke PARC Grant Resolution Phase II Anniversary Hill
Recommended that the order be adopted.

23. 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 "EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES GRANT: SCOTT TOWER, $425,000, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.
Recommended that the order be adopted.

24. The Committee on Finance to whom was referred a Petition from Ronald Diaz for a Livery Service at 400 Hillside Ave.
Recommended that the order be adopted.

25. The Committee on Finance to whom was referred a communication From City Auditor, Tanya Wdowiak, Mayor’s FY2026 Supplemental Budget Communication and Budget Book
Recommended that the order be referred to the full Council.

26. 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 "COMPLETE STREETS GRANT – RACE STREET, $285,631.88, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.
Recommended that the order be adopted.

27. The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS PRESERVATION PROJECT – CITY HALL STAINED GLASS WINDOWS GRANT, $65,000, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources

associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.
Recommended that the order be adopted.

28. The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSDOT CENTER CITY CONNECTOR 3 PROJECT GRANT, $5,341,978.91, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
    Sec 2-509 - Grant Reporting
    Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.
    Recommended that the order be adopted.

29. The Committee on Finance to whom was referred an order that the City Council invite the Mayor, Police Department and relevant financial department heads to a future meeting of the Finance Committee to provide an update on the status of the off-duty police account and former vendor Off-Duty Blue.
    Recommended that the order has been complied with.

30. The Committee on Finance to whom was referred an order In an effort to provide clarity for all councilors and the public, ordered that the law department provide guidance or a memo that outlines the number of votes required for different items related to finance, ordinances, real estate and other relevant voting topics.
    Recommended that the order has been complied with.

31. The Committee on Finance to whom was referred a communication From Mayor Joshua Garcia- 2023 Signed MOU HPD RollKall
    Recommended that the order has been complied with.

32. The Committee on Finance to whom was referred a communication From Mayor Joshua Garcia- 2021 Signed MOU HPD RollKall
    Recommended that the order has been complied with.

33. The Committee on Finance to whom was referred a communication OffDutyBlue Services Agreement
    Recommended that the order has been complied with.

34. The Committee on Finance to whom was referred a communication From Health Benefit Trust meeting, meeting minutes from December 4, 2024, January 13, February 24, and March 10, 2025
Recommended that the order be received.

35. The Committee on Finance to whom was referred an order that the Commission on Disabilities be invited to the Finance Committee to discuss MGL Chapter 40 Section 22G which will officially set aside funds from Handicap Parking Violation fines into an Independent Budget.
Recommended that the order has been complied with.

36. The Committee on Development and Governmental Relations to whom was referred a Petition from Francisco Grabiel Velez Vega of 214 Elm St. for a Street Vendor License
Awaiting disposition

37. The Committee on Development and Governmental Relations to whom was referred a communication From Edward Owen-Communication request to renew License Agreement
Awaiting disposition

38. The Committee on Development and Governmental Relations to whom was referred a Home occupation application of Amelia Box for a wood window restoration business at 57 Taylor Street (073-00-007) per sec 4.8.2.
Awaiting disposition

39. 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, approves the transfer of ownership of South Bridge Street Parcel 007 (Assessors Map 029, Block 08, Parcel 007) to the Holyoke Redevelopment Authority for consideration of $1.00 for the South Holyoke Homes development. Said parcel is vacant land approximately 4,908 square feet in size, zoned Downtown Residential and has an assessed value of $22,800.
Awaiting disposition

40. 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, approves the transfer of ownership of 569 South Bridge Street (Assessors Map 029, Block 08, Parcel 006) to the Holyoke Redevelopment Authority for consideration of $1.00 for the South Holyoke Homes development. Said parcel is vacant land approximately 5,130 square feet in size, zoned Downtown Residential and has an assessed value of $38,700.
Awaiting disposition

41. The Committee on Development and Governmental Relations to whom was referred an order The city of Holyoke adopt a 'home rule petition' to designate reduced motor vehicle speed within areas proximate to senior housing. This would be similar to the reduced speed limits within School Zones. In addition, the City Council adopt a resolution to submit to the state Legislature to adopt such a law statewide. Draft resolution attached.
Awaiting disposition

42. The Committee on Public Safety to whom was referred an order From Fire Chief John Kadlewicz, Ambulance transport services feasibility study final report
Recommended that the order has been complied with.

43. The Committee on Public Safety to whom was referred an order that the Fire Chief communicate a written plan for supporting firefighters to successfully complete their EMT Certifications, especially for those who have previously failed to pass the exams required and are approaching the two year deadline
Recommended that the order has been complied with.

MOTIONS, ORDERS AND RESOLUTIONS

44. Vacon- ORDER: The City Solicitor provides the annual Law Department Business Report. The most recent report appears to be from 8/2/24.

45. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, THREE THOUSAND EIGHT HUNDRED NINETY EIGHT AND 69/100 Dollars ($3,898.69) as follows:

FROM

12201-51104 FIRE LIEUTENANT		$3,142.74
12201-51105 FIREFIGHTER		755.95
	TOTAL	$3,898.69

TO:

12201-51180 INJURED ON DUTY		$3,898.69
PP#10	TOTAL	$3,898.69

46. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, FIVE THOUSAND TWO HUNDRED SIXTY FIVE AND 07/100 Dollars ($5,265.07) as follows:

FROM

12201-51104 FIRE LIEUTENANT		$3,142.74
12201-51105 FIREFIGHTER		2,645.73
	TOTAL	$5,265.07

TO:

12201-51180 INJURED ON DUTY		$5,265.07
PP#9	TOTAL	$5,265.07

47. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, THREE HUNDRED THOUSAND AND 00/100 Dollars ($300,000) as follows:

FROM

12201-51105 FIREFIGHTER	$300,000
	TOTAL $300,000
TO	
12201-51300 OVERTIME	
	$300,000
	TOTAL $300,000

48. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FFY26 MUNICIPAL ROAD SAFETY PROGRAM, $45,000, NO MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

49. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "SFY26 EDWARD J. BYRNE MEMORIAL JUSTICE ASSISTANT GRANT PROGRAM, $18,344, 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.

50. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY2026 STATE 911 DEPARTMENT EMERGENCY MEDICAL DISPATCH GRANT PROGRAM, $24,500, 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.

51. Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSTRAILS PROGRAM GRANT: CT RIVER PATHWAY, $239,000, $61,000 CASH 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.

52. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, SIXTY ONE THOUSAND AND 00/100 Dollars ($61,000) as follows:
FROM

1376-10400 SMART GROWTH ZONING GRANT		$61,000
	TOTAL	$61,000
TO:		
MASSTRAILS PROGRAM GRANT: CT RIVER PATHWAY – GRANT MATCH		$61,000
	TOTAL	$61,000

53. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, FIVE THOUSAND AND 00/100 Dollars ($5,000) as follows:
FROM

16931-51102 BUILDING CUSTODIAN		$5,000
	TOTAL	$5,000
TO:		
16932-52500 R&M BUILDINGS & GROUNDS		$5,000
	TOTAL	$5,000

54. DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, ONE HUNDRED FIFTY FIVE THOUSAND AND /100 Dollars ($155,000) as follows:
FROM

0430-10400 SALE OF REAL ESTATE		$155,000
	TOTAL	$155,000

TO:

12403-58002 CAPITAL OUTLAY-BLDGS		$155,000
	TOTAL	$155,000

55. DEVINE — Ordered, that there be and is hereby raised and appropriated in the fiscal year 2026, ONE HUNDRED THOUSAND 00/100 Dollars ($100,000) as follows:FROM

2026 TAX LEVY		$100,000
	TOTAL	$100,000

TO:

11212-57807 SPECIAL ARTICLE – CRISIS RELIEF FUND		$100,000
	TOTAL	$100,000

56. Magrath-Smith-that a crosswalk be added across Hampton Knolls Road at Northampton St.

57. Magrath-Smith - Ordered, that a crosswalk be added across Northampton Street at River Terrace.

58. Magrath-Smith-ordered that the roles and responsibilities given to different subcommittees in the rules be revised for clarity, purpose, and functionality.

59. Magrath-Smith, ordered - that the City formally recognize and issue a proclamation congratulating the HCC Women's Volleyball Team on their recent New England Championship.

60. Magrath-Smith and Devine - Ordered, that all public board and commission meetings be recorded and publicly shared.

61. Magrath-Smith - Ordered, that a crosswalk be added across Hampton Knolls where it intersects with Northampton Street.

62. MURPHY-ROMBOLETTI - Ordered that incoming Councilors-Elect be invited into chambers for the remaining Council meetings in this term.

LATE FILED ORDERS AND COMMUNICATIONS

Addendum:
Per City Council rule 2B, meeting shall end by 10 PM unless an extension is approved by a two-thirds majority of those present. If any items remain, those items will be added to the beginning of the next regular meeting.
The listing of matters are those reasonably anticipated by the chair which may be discussed at the meeting.
Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law

City Clerk

REGULAR MEETING OF THE CITY COUNCIL

November 6, 2025

The meeting was called to order by President Murphy-Romboletti at 7:03 p.m.

The Clerk called the roll. Absent Members: 0 Present Members in person: 11 (Bartley, Devine, Givner, Greaney, Magrath-Smith, Murphy-Romboletti, Ocasio, I. Rivera, J. Rivera, Sullivan, Vacon). Present Members on Zoom: 1 (Anderson-Burgos, Jourdain)

The Pledge of Allegiance was recited.

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

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

PUBLIC COMMENT

(2:10)

Mary Hennessy, 67 Hitchcock Street, expressed concern about a business she heard was planning to open on Martin Street and would be discussing during the meeting. She then asked if that was accurate.

President Murphy-Romboletti clarified that there was a petition on the agenda, but that it would be referred to committee.

M. Hennessy stated that there were already two businesses on Martin Street and there was an enormous amount of traffic for a small street and another business would lead to an overload of cars. She also noted there were two stops signs on each corner that were always blocked by the traffic. She added that there was also a school bus drop off on the street.

President Murphy-Romboletti explained that there would be a public hearing for the petition and abutters would be notified.

Brianna Zemrock, 59 Hitchcock Street, stated she was speaking on behalf of herself as well as her husband, Walter, as well as her neighbor, Tammy Patino who lived at 84 Westfield Road. She then expressed concern about the business coming to Martin Street, emphasizing they were not in support of it. She expressed further concern that the business was for mental therapy, questioning what if something went wrong during one of the sessions and the risk of a person breaking into her home. She added that there was heavy traffic on the street and young children living in the residential area.

REGULAR AND PENDING EXECUTIVE SESSION MINUTES

(8:30)

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

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

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

LAID ON THE TABLE

(3:00)

Motion was made and seconded to suspend the necessary rules to remove item 4 and 5 from the table as a package.

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

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

Councilor Vacon expressed her recollection that the body was waiting for something on the February minutes.

Councilor Jourdain stated that item 5 would be good to approve now that a rule changed had been adopted. He then stated that a concern on item 4 was still being vetted relative to what took place in the last 10 minutes of the meeting regarding a $137,000 transfer. He then suggested the matter would need to be discussed in committee before approving the October minutes
---> Received and Adopted.

Councilor Magrath-Smith stated that it made sense to keep item 6 tabled as nothing had yet changed on the matter.

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

of 2025.
Recommended that the order be adopted.

UNDER DISCUSSION:
---> Laid on the table.

COMMUNICATIONS

(12:15)

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

UNDER DISCUSSION:
Councilor Vacon stated that the mayor did not have veto power over the Council's right to request a legal opinion outlined in the ordinances.

Councilor Jourdain stated that the mayor did not have veto power over the internal affairs of the City Council, adding that the ordinances were clear that the body or any member could ask for a legal opinion and the mayor did not have the authority to prevent a legal opinion. He added the City Council needed to have access to the Law Department. He also noted a proposed rule change was on the agenda to allow individual members to ask for legal opinions. He also emphasized that the opinion was requested formally in an order but noted it could theoretically be done by individual members sending an email.

Councilor Bartley stated that the body would need to vote on this but would be interested in hearing from the Law Department.

Councilor Jourdain suggested making a motion to override the veto to make it a moot point.

Councilor I. Rivera questioned taking a vote to override the veto if the mayor didn't have the power to veto. He then made a motion to ask the Law Department to clarify the question. Councilor Vacon seconded the motion. Motion adopted.

Atty Bissonnette stated that the order was making a request of an executive department to perform a function. He then stated that while the ordinances outlined that function, it did not have a bearing on the mayor having the authority to veto it. He added that the department did not believe it was an internal affair of the Council as it involved another department. He also noted that the order was adopted by a voice vote at the end of a meeting, adding that he was not inclined to give it the same weight as something that may have taken a half hour to discuss and debate. He also stated that while the vote on the transfer may have been confusing, the intent was clear. He also emphasized that the transfer had already been accomplished, the Auditor had signed off on it, and the money was in the account to execute the contract. He then stated that the veto was in order and suggested that the veto should be sustained.

President Murphy-Romboletti stated that the Council could take a vote to override the veto.

Councilor Jourdain made a motion to override the veto. He then stated that the ordinances were clear that the Council had the authority to ask for a legal opinion of the Law Department and it did not give the mayor authority to veto it. He added that individual members could also ask for legal opinions. He then urged councilors to override the veto, but strongly disagreed that the mayor had this authority. Councilor Bartley seconded the motion.

Councilor Bartley expressed support for overriding the veto. He then questioned the suggestion from Atty Bissonnette that because there wasn't lengthy discussion and it was on a voice vote, the vote was less significant than if there was lengthy debate and a roll call vote.

Councilor Vacon read from 2-162 of the city ordinances regarding legal opinions:
"*The city solicitor shall, when requested furnish the mayor or at a city council meeting a legal opinion upon any subject touching upon the duties of their respective offices, but the city solicitor shall not be required to give a written opinion unless the question upon which the opinion is desired be submitted in writing.*."
She then explained that this was why she submitted the request in an order, emphasizing that the ordinance said "shall," not "may." She also noted that the voice vote was on a motion to reconsider and there was never a motion to pass the second reading.

Councilor Sullivan stated that while the money may have already been spent, it was important to send a message that allowing any mayor to block the Council from a legal opinion would establish a dangerous precedent,

Councilor I. Rivera stated that while he understood the point about establishing a precedent, the Council always had an opportunity to override a veto.

Councilor Vacon responded by emphasizing that rather than the Council now having a legal opinion, the body was instead talking about whether they should have the opinion.
---> Vote to override the Mayors veto was adopted on a call of the roll of the yeas and nays--Yeas 11--Nays 2 (Devine, Givner)--Absent 0.

Councilor Vacon requested that the Law Department provide the legal opinion ASAP.

From Assistant City Solicitor Kathleen Degnan-Holyoke PARC Grant Resolution Phase II Anniversary Hill(1)
---> Received and referred to the Finance Committee.

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

Councilor Vacon made a motion to receive, with regret.

Councilor Bartley asked that as this was a City Council appointment, if the President would need to file an order to advertise for the position.

President Murphy-Romboletti stated she could file an order but did not recall the Council filing one for the other appointments.

Councilor Vacon stated that she did not think so.

Councilor Bartley made a motion to receive and send it to the Human Resources Director with a request to advertise the position.

Councilor Devine offered thanks to Tanya Wdowiak for her work.

Councilor Bartley seconded that sentiment.
---> Received. Copy to Human Resources.

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

Councilor Devine stated that the people on Mount Tom Avenue had been complaining about the noise coming from Wyckoff and would have a petition on the next City Council agenda.

Councilor Bartley stated that he would like to see the Public Safety Committee take this up alongside the coming petition.
---> Received and referred to the Public Safety Committee. Copy to the Mayor.

From Edward Owen-Communication request to renew License Agreement
---> Received and referred to the Development and Governmental Relations Committee.

From Jack Dowd, Down Insurance, Overview of prevent auto claim trends, COH analysis of vehicles, Police 3 year trend, DPW 3 year trend, COH claim trends
---> Received and referred to the Finance Committee.

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

Councilor Bartley stated that he spoke with the Ordinance chair about taking this up. He then made a motion to refer to Ordinance, along with a copy to the Law Department to opine on a matter. He then stated that while it may be straightforward and fit within the parameters of the Building Commission, the petitioners stated that it may not. He then explained that he was seeking to send it to the Ordinance Committee as they had a meeting coming up soon and it could be taken care of quicker. He also stated that he was looking for the Law Department to confirm this was on the right legal ground under the special permit law.
Councilor Vacon seconded the motion.

President Murphy-Romboletti expressed her understanding that it would have to go to DGR if it was related to their special permit.

Councilor Bartley stated that City Council rules gave the body broad power to send items to any committee. He then reiterated that there was an Ordinance meeting coming up quick.

Councilor Devine stated that she didn’t have a problem with the sign request but questioned if there needed to be a public hearing.

President Murphy-Romboletti stated that she would want to hear from the Law Department to clarify if this needed a public hearing.

Councilor I. Rivera made a motion to suspend the necessary rules to allow Atty Bissonnette to address the Council. Councilor Vacon seconded the motion. Motion adopted.

Atty Bissonnette stated that he looked at the item earlier that day at the administrative assistant's request and was concerned about any conditions that may have been attached to the initial special permit, and found there were none. He then explained that did not give leeway on what they could put up, meaning this would be an amendment to the special permit requiring a public hearing so it would not give enough time to notice for a meeting the following week.

Councilor Givner asked if there would be enough time to take it up at the DGR meeting on the 17th.

Admin Asst Anderson-Burgos stated that he would need 3 weeks to notice for the public hearing. He added that if it were sent to Ordinance, there would be enough time to notice for their December 3rd meeting.

Councilor Bartley expressed his understanding that this would require a public hearing and that noticing for it would require at least 3 weeks, meaning it would be good to go for Ordinance to take it up in early December.
---> Received and referred to the Ordinance Committee.

Outreach Meeting for the High End Wellness Company LLC.
---> Received and referred to the Ordinance Committee.
*Admin's note: this motion was later reconsidered and the item was received.

Motion was made and seconded to suspend the necessary rules to take up items 15 and 16 as a package.

"Documents related to Old Bassett Road Discontinuance
---> Received and referred to the Public Safety Committee.

Holyoke Road Acceptance Procedure

Councilor Bartley suggested that these items go to the Ordinance Committee. He then stated that he spoke with the administrative assistant about setting up a Council library for items, noting that item 16 was helpful.

President Murphy-Romboletti stated that the administrative assistant was suggesting these items go to Public Safety because there was a related discussion planned for that committee on November 25th.

Councilor Magrath-Smith noted it would eventually need to go through Ordinance, but it was fine if the discussion was happening in Public Safety first.
---> Received and referred to the Public Safety Committee.

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

Councilor Devine made a motion to reconsider the previous action on item 14 and just receive it.

Councilor Vacon noted that these usually go to Ordinance.

Councilor Bartley seconded the motion.

Councilor Devine stated that the body got a copy of the item, adding that the meeting had taken place that night.
---> Received.

Planning Review Letter - Lyman Group at 40 Lyman Street
---> Received and referred to the Ordinance Committee.

From City Auditor Wdowiak: 2025 EOY Pilot Payment & 2026 YTD Pilot Payments
---> Received and referred to the Finance Committee.

PETITIONS

(41:20)

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

Councilor Bartley noted that this was the topic that two of the speakers during public comment referenced. He then recalled that this petitioner came before the Council looking to do something similar under a special permit because it was implied they would be residing at the property. He added that the City Clerk’s office caught the issue that they may not be residing at the property, so they petitioner agreed to withdraw it. He then emphasized they were now applying for a zone change, which had significantly more power than a special permit. He then stated that while the petitioner may not be planning anything nefarious, a zone change goes on forever and under the BG zone, a strip bar would be among the things allowed by right. He added that going from R-2 to BG would be a huge ask that should be thoughtfully considered.

President Murphy-Romboletti stated that the administrative assistant confirmed the public hearing would be scheduled for December 3rd.
---> Received and referred to the Ordinance Committee.

Petition from Ronald Diaz for a Livery Service at 400 Hillside Ave.
---> Received and referred to the Finance Committee.

PRESIDENT'S REPORT

(44:50)

President Murphy-Romboletti stated that The Veterans Day ceremony at the War Memorial Building would take place next Tuesday, November 11th at 10 a.m., with doors opening at 9 a.m. for

refreshments. She added that prior to the event, breakfast will be provided by American Legion Post 351 from 8-10 a.m. at 22 Sycamore Street. She also stated that councilors should arrive by 9:45 to line up for the procession.
She also stated that an order would be filed on the next meeting agenda to invite the incoming councilors-elect to join Council in chambers for the remaining meetings of this term. She noted this was carrying on a tradition so new councilors can get a feel for being in chambers for Council meetings. She added that Jeffery would begin adding incoming councilors to the calendar invites for subcommittee meetings so they can become more familiar with what the committees are discussing She added that new councilors should also expect to begin receiving emails from Brenna and Jeffery about some things they'd need to know and take care of as they're coming on.
She then stated there would be a city staff potluck on Thursday, November 20th at noon, adding that Jeffery emailed out a flyer to councilors already along with a sign up form if anyone wanted to bring something. She also stated that Mayor Garcia was also hoping to have this be an opportunity for a bit of a meet and greet between city staff and city councilors.
She also stated there would be an executive session prior to the Public Safety meeting on Tuesday, November 25th, and calendar invites have already been sent.
She stated that they she approved an early meeting for the Parking Advisory Committee, and they met at 3 p.m. on Thursday, October 30th.
She also offered a reminder that Council pictures would be at 6 p.m. prior to the meeting on Tuesday, December 2nd.
She also stated that she would keep everyone posted on the plan to vote on the tax rate, likely the first week in December.

Councilor Greaney asked for a moment of silence in honor of David Sabourin, longtime Holyoke school teacher that recently passed away.

A moment of silence was observed in honor of Mr. Sabourin.

Motion was made and seconded to suspend the necessary rules to take up items 50 and 51 out of order as a package.

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

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

Councilor I. Rivera suggested that the Clerk's office be informed when the sign gets taken out.

Councilor Bartley noted that it was the Clerk's office that notified him. He also noted that the application for handicap signs had been updated with information on the process for removal.
---> Received and referred to the Ordinance Committee.

REPORTS OF COMMITTEES

(50:05)

The Committee on Ordinance to whom was referred an order Handicap application for Ageorgina Reyes of 292 Pine St. #3.

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

Committee Members:

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

UNDER DISCUSSION:
Councilor I. Rivera stated that the Disabilities Commission reviewed the application and approved the space.
---> Report of Committee on received and the Ordinance passed its first reading.
The Ordinance passed its second reading.
The Ordinance was passed to be enrolled.
The Committee has considered the same and find that it is truly and properly enrolled.
Report of Enrollment received.
The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays--Yeas 13--Nays 0--Absent 0.

(52:00)

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, FIVE THOUSAND and 00/100 Dollars ($5,000.00) as follows:
FROM
11611-51210 ELECTIONS OFFICERS $5,000
TOTAL $5,000
TO:
11612-53030 PRINT/BINDING $5,000
TOTAL $5,000

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that this was a routine bill for the City Clerk’s office.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 13--Nays 0--Absent 0.

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, TWO THOUSAND AND 00/100 Dollars ($2,000) as follows:
FROM
11751-51105 SR PROJECT MANAGER $2,000
TOTAL $2,000
TO:
11751-51300 OPED OVERTIME $2,000
TOTAL TOTAL

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that the senior project manager position had not been filled, requiring other staff in the OPED office to come in a little earlier or stay a little later, adding up to needing around 3 hours of overtime every week.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS DEPARTMENT OF TRANSPORTATION DONATION OF $73,615 (SEVENTY THREE THOUSAND SIX HUNDRED FIFTEEN AND 00/100 DOLLARS)" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said donation. This revenue will be used towards funding to support the All-Way Stop initiative for the seven intersections listed below:

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

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

Committee Members:

Patricia Devine

Kocayne Givner
Michael Sullivan
Kevin A. Jourdain
Carmen Ocasio

UNDER DISCUSSION:
Councilor Devine stated this was funding to get all way stops for the listing intersections. She noted that people who saw the agenda were happy to see this was happening.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE HUNDRED AND 00/100 Dollars ($900.00) as follows:
FROM
14212-52504 PROPERTY- R&M PELLISSIER BLDG $900.00
TOTAL $900.00
TO:
14212-53009 DPW ADMIN CONTRACTED SERVICES $900.00
TOTAL $900.00

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that the funding needed to be changed from one line item to the other to cover the cost of renting parking spaces in the lot across the street from the DPW building.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

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

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that the order was straightforward in what this was for. She then stated it would be $60,000, including matching funding in the OPED offices.

Councilor Vacon asked where the matching funds were coming from.

Councilor Devine stated it would be from the general fund.

Councilor Vacon asked if there was a transfer coming.

Councilor Devine stated that the order explained it would be a $30,000 donation along with $30,000 from the general fund for a total of $60,000 for the service.

President Murphy-Romboletti asked if the other $30,000 was from HEDIC.

Councilor Sullivan reiterated that the documents stated the matching funds were coming from the general fund.

President Murphy-Romboletti asked if $30,000 was coming from HEDIC and the other $30,000 was coming from the general fund.

Councilor Sullivan stated that was correct.

President Murphy-Romboletti asked if that answered the question.

Councilor Vacon stated that it did.

Councilor I. Rivera asked where in the general fund it was being transferred from.

Councilor Devine stated that it was to support a contracted Brownfield Consultant.

Councilor I. Rivera emphasized that there would usually be a transfer showing it going from one line item to another.

Councilor Vacon made a motion to lay item 27 on the table to find out where it would be coming from.

Councilor Devine suggested it could go back to Finance to find out when the committee met the following Monday.

President Murphy-Romboletti stated that It would be too late to add it to the Monday agenda because of Open Meeting Law.

Councilor Sullivan suggested not tabling it as this was just receiving money from HEDIC, questioning why the body would hold up receiving it. He then suggested then getting clarification.

President Murphy-Romboletti stated that the materials from the item showed that the first step was to get the funds from this donation and then the next step would be to work with the mayor to get a $30,000 allocation as part of the supplemental budget.

Councilor I. Rivera agreed with approving it and then getting clarification but now understood it would be part of a supplemental budget.

Councilor Jourdain recalled that at the Finance meeting, they explained they would try to do the work with the $30,000 first and then come in with a request for the other $30,000 if they needed it.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

Motion was made and seconded to suspend the necessary rules to take up items 28 and 29 as a package.

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

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that this was part of the collective bargaining agreement, noting that two people would be receiving a raise. She added that there were 7 with changes in their contract and 12 employees would receive step increases.
---> Report of Committee received and recommendation Adopted.

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, THREE THOUSAND THREE HUNDRED TWENTY TWO AND 00/100 Dollars ($3,322) as follows:

FROM
14211-51103 DPW OFFICE MANAGER $3,322
TOTAL $3,322
TO:
14251-51101 FOREMAN-HIGHWAYS $2,201
14301-51106 WASTE/RECYCLE COORDINATOR 1,121
TOTAL $3,322

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY26 EEA MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM-HOLYOKE WASTEWATER SYSTEM VULNERABILITY ASSESSMENT, ADAPTION PLAN, & GREEN INFRASTRUCTURE, $390,000, 10% IN KIND MATCH" grant and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that this was for the wastewater treatment plant for a vulnerability study. She added that the 10% match would come from staff time.

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSDOT RECTANGULAR RAPID FLASHING BEACON (RRFB) PEDESTRIAN CROSSWALK ASSEMBLIES DONATION, 2 ASSEMBLIES, ESTIMATED VALUE $13,250, " and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said donation.

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

Committee Members:

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

UNDER DISCUSSION:
Councilor Devine stated that his was a program providing equipment for the DPW who would need to install the flashing beacons within 90 days.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

Motion was made and seconded to suspend the necessary rules to take up items 32 and 33 as a package.

The Committee on Finance to whom was referred an order that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "FY2026 DAM & SEAWALL PROGRAM: DESIGN & PERMIT GRANT, $250,000, 10% MATCH ($25,000)" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

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

Committee Members:

Patricia Devine
Kocayne Givner
Michael Sullivan

Kevin A. Jourdain
Carmen Ocasio

UNDER DISCUSSION:
Councilor Devine stated that this grant would cover electrical upgrades to pump stations 1 through 4 and then 5 through 7. She added there would be lighting improvements as well as concrete and brick work.
---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

The Committee on Finance to whom was referred an order that there be and is hereby appropriated by transfer in the fiscal year 2026, TWENTY FIVE THOUSAND AND 00/100 Dollars ($25,000) as follows:
FROM
19121-51996 WORKERS COMP $25,000
TOTAL $25,000
TO:
DAM & SEAWALL PROGRAM: DESIGN & PERMIT GRANT MATCH $25,000
TOTAL $25,000

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

Committee Members:

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

---> Report of Committee passed the second reading and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

(1:12:50)

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

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

Committee Members:

Jenny Rivera
Israel Rivera
Patricia Devine

UNDER DISCUSSION:
Councilor J. Rivera stated that this mainly focused on flooding in front of 87 Longfellow. She added that

there were repairs done with new pipes put in, new grating put in, as well as cleaning of leaves and debris.
---> Report of Committee received and recommendation Adopted.

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

have considered the same and Recommended that the order be adopted and referred to the Mayor and DPW.

Committee Members:

Jenny Rivera
Israel Rivera
Patricia Devine

UNDER DISCUSSION:
Councilor J. Rivera stated that the flashing stop sign was approved.
---> Report of Committee received and recommendation Adopted.

The Committee on Public Safety to whom was referred a communication From Andrea Johansen, letter regarding proposed lithium battery site in Westfield

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

Committee Members:

Jenny Rivera
Israel Rivera
Patricia Devine

UNDER DISCUSSION:
Councilor J. Rivera stated that the matter was complied with.
---> Report of Committee received and recommendation Adopted.

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

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

Committee Members:

Jenny Rivera
Israel Rivera
Patricia Devine

UNDER DISCUSSION:
Councilor J. Rivera stated that Councilor I. Rivera had informed the committee that the order was complied with.

Councilor I. Rivera explained that concerns were brought to him by residents about the potential of parks being removed. He then stated that he reached out to them, had a conversation with the housing complex, and the issue was taken care of.
---> Report of Committee received and recommendation Adopted.

(1:15:25)

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that what was in the rules did not match what the committee was doing or what they believed they should be doing, such as matters related to forestry, Parks and Recreation, as well as matters related to transportation. She suggested that the Council at one time may have been trying to balance the workload of committee, but it was decided it was better to focus the committee on their main role of interviewing and following up with candidates for different city positions. She added that they would also be changing the name back to just Public Service Committee.
---> Report of Committee received and recommendation Adopted.

The Committee on Charter and Rules to whom was referred an order that revisions to Section 7A of our rules be considered. Section 7A reads:7. AGENDA A. At every regular meeting of the Council, the order of business shall be as follows:
i. Calling the roll of the members.
ii. Pledge of Allegiance followed by the statement “God Bless America, God Bless the City of Holyoke and All its Citizens, and God Bless the City Council.”
iii. Presentations and reports by invitation of the City Council
iv. Public Comment (amended May 15, 2012)
v. Reading the journal of the previous meeting, if requested by the City Council.
vi. Unfinished business of previous meeting.
vii. Communications and reports from city officers
viii. President's Report. ix. Presentation of petitions, memorials, and remonstrances.
x. Reports of Committees.
xi. Motions, orders, and resolutions
xii. Late-Filed orders: A listing of all late file orders from the prior City Council Meeting be listed and attached to the subsequent meetings agenda as an addendum.
The above shall not be departed from but by vote of the majority of the City Council present.

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that this was the rule laying out the order of agenda items for City Council meetings. She then explained two changes would be moving “Presentation of petitions, memorials, and remonstrances” up to the third item on the agenda, noting that having guests in made more sense at the beginning of a meeting. She added that they also felt it made more sense to move the President’s Report to earlier in the meeting, noting that it often came up well into a meeting.

Councilor Jourdain expressed full support of the proposal.
---> Report of Committee received and recommendation Adopted.

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that some rule changes had been made in the past as a response to an issue coming up. She then explained that she filled this order following a situation where a councilor wanted to ask a question and the Council did not give them permission to get a response from the City Solicitor. She noted it currently required a suspension of the rules to ask a question of the City Solicitor, requiring support of a two-thirds majority, and this would change it to giving any member of the Council the ability to pose a question upon being recognized by the President. She noted she would have supported a compromise of a majority vote instead and would support it if it was more palatable to the body.

Councilor Vacon expressed opposition to this order. She then stated that the body had never unreasonably prevented someone from hearing from the Law Department during a City Council meeting. She then expressed concern that opening it up so widely would lead to constantly bringing the Law Department into the debate, creating complications and confusion in debate, and would not be an appropriate use of the Law Department. She also noted that there were a lot of rule changes not being followed and the body should work on getting better on following the rules it had before adding new rules.

Councilor Jourdain stated that he would support the rule change, adding that he believed the order was filed in good spirit. He then agreed with Councilor Vacon that the Law Department should only be giving legal opinions and not making political arguments. He then expressed concern that earlier in this meeting, Atty Bissonnette stated that the Council should sustain the veto of the mayor, which was not a legal opinion but a political argument. He then stated that this rule was reasonable if done correctly, but the Council should avoid letting this lead to adding a 14th member to the body.

Councilor Devine asked if this would mean everyone would need to take a vote on it if she wanted to pose a question to the Law Department.

Councilor Magrath-Smith stated that they would.

Councilor Devine asked why this was being changed then.

Councilor Magrath-Smith clarified that currently the body would have to give permission to suspend the rules if someone wanted to ask the Law Department a question. She then explained that this change would allow someone to have the right to ask a question. She then reiterated she would be open to it being a simple majority, emphasizing the point was about lowering the bar. He also agreed with Councilor Jourdain's point that councilors should avoid using this to make the City Solicitor essentially a 14 councilor and should try to do their homework and be thoughtful.

Councilor Givner stated that she did not see any problem with asking the Law Department a question and placing this in the rules but didn't often see this as an issue. She added that people should be able to ask a professional a question.

Councilor Greaney stated that he had been on the Council off and on for many years and had never seen a problem with people on the Council asking permission to recognize the attorney, and he did not see a need for this change.
---> Report of Committee received and recommendation Adopted on a call of the roll of the yeas and nays--Yeas 9--Nays 3 (Devine, Greaney, Vacon)--Absent 1 (Bartley).

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that it was clear late files had been a problem in the past because there were so many rules that were attempts to address them. She then explained that this would remove where it existed in Rule 4B, and the new rule would not allow late files to be added unless they were a matter critical to the city and no member objected. She added that anyone wishing to add a late file would need to contact the City Clerk, City Council Administrative Assistant, as well as City Council President. She added that late files not acted upon would become a new order on the next agenda. She added that the section on late files would be removed from the agenda layout.

Councilor Greaney stated that the order made sense, emphasizing the point on critical business of the city.

Councilor Jourdain thanked the committee for the great work on this, as well as the chair and Councilor Greaney for coming up with good language on this.

Councilor Vacon noted that everyone would need to remain conscious of Open Meeting Law requirements with the use of late files.
---> Report of Committee received and recommendation Adopted.

Motion was made and seconded to suspend the necessary rules to take up items 42 through 45 as a package.

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith
---> Report of Committee received and recommendation Adopted.

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

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

Committee Members:

Meg Magrath-Smith

Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith
---> Report of Committee received and recommendation Adopted.

The Committee on Charter and Rules to whom was referred a communication From Atty Jane Mantolesky, Asst City Solicitor, opinion on ability to censure councilors for disruption in meetings.

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith
---> Report of Committee received and recommendation Adopted.

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith commended the Law Department for their work on pulling together articles and researching things that have happened in other communities in the region around the process of censuring. She then stated that one thing that surfaced was recognizing how rare censuring was. She added that they also discussed Rule 6B, which stated,
"*No person shall be interrupted while speaking but by a call to order, or for explanation. When a member is called to order the member shall immediately defer to the President, unless permitted to explain; and the City Council, if appealed to, shall decide the case without debate; and if the decision is against the member, the member shall not be permitted to speak, unless by way of excuse for the same, until the member has made satisfaction*."
She added that they discussed what it meant to make satisfaction. She then emphasized that censure was a formal process while in contrast, a member may be asked to make satisfaction in a meeting based on something they said or did incorrectly, emphasizing the rules had a process for that. She added that censuring someone would be more official, sometimes through forming an ad hoc committee, and not

something that would usually be done on the fly. She added it should be done with care as it had real weight behind it.
---> Report of Committee received and recommendation Adopted.

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

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

Committee Members:

Meg Magrath-Smith
Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that some edits were made since the original proposal suggested in the order. She then explained the revision would require joint meetings between subcommittees to be approved by a majority of the City Council. She added that if a joint meeting comprised a majority of the City Council, a committee of the whole could be called. She added that Atty Bissonnette advised caution in calling a joint meeting in order to be thoughtful in keeping Open Meeting Law in mind.

Councilor Vacon stated that the amendments would ensure being in compliance with the Open Meeting Law.

Councilor I. Rivera asked if this would mean needing it to be a full meeting rather than a joint meeting if certain topics needed to be addressed.

Councilor Vacon stated that it would only be true if the two committees meeting together were seven or more members of the Council because it would be violating the Open Meeting Law to have a majority of the Council meeting outside of a City Council meeting.

Councilor Magrath-Smith stated that the concept of a committee of the whole would mean the whole Council meeting together but debating topics like they would in a subcommittee meeting in a less formal way. She added that it would technically serve as its own ad hoc subcommittee that would dissolve after the issue was done and would report out to the full Council. She explained that it would take place in situations where different subcommittees have a part in discussing and voting on a particular issue.

Councilor I. Rivera noted he filed orders to discuss the Council's mission, vision, and core values, and questioned if that would require calling a full meeting to hash those out because so many people had to opine on the topics.

Councilor Givner asked if the Council was in violation of Open Meeting Law every time there was a majority in attendance at any subcommittee meeting. She also asked what the difference was between a committee of the whole and just a well-attended subcommittee meeting.

Councilor Vacon explained that the difference would be participating and making a recommendation to the body if it was a committee of the whole. She added that when a non-committee member attends a subcommittee meeting, they could voice their opinions but would not be voting on making a recommendation.

Councilor Givner questioned if it was still violating Open Meeting Law just by having 7 or more people in the same room discussing a matter.

Councilor Magrath-Smith suggested either having Atty Bissonnette weigh in or sending the item back to committee.

Councilor Greaney emphasized that subcommittee meetings get posted so there should be no violation of the Open Meeting Law as anyone can attend a meeting.

Councilor Vacon noted that it was when there was a combining of committees.

Councilor Greaney clarified he was saying when it wasn't combining committees.
---> Report of Committee received and referred to the Charter and Rules Committee.

The Committee on Charter and Rules to whom was referred an order that the City Council Charter & Rules committee discuss the Council's long history of interpretation relative to Section 22 of the Charter that a vote to pass the first and then a vote to pass the second reading are required before final passage may occur under the provisions of that Section. That the Council also continue to follow our current procedure if and until the Council votes to change that procedure and understanding of Section 22 through a lawful method to be determined up to and including a possible Charter Change.
Section 22 of the Charter
Sec. 22. - Power as to laying out, etc., of streets; damages; ordinances, etc., involving expenditures in excess of two hundred dollars.
The city council shall, with the approval of the mayor, have exclusive authority and power to order the laying out, locating anew or discontinuing of all streets and ways and highways within the limits of the city, and to assess the damage sustained by any person thereby, and further, except as herein otherwise provided, to act in all matters relating to such laying out, locating anew, altering or discontinuing. Any person aggrieved by the assessment of his damages, or other action of the city council under this section, shall have all the rights and privileges now allowed by law in such cases in appeals from decisions of the selectmen of towns. Any ordinance, order, resolution or vote involving the appropriation or expenditure of money to an amount which may exceed two hundred dollars, shall require for its passage the affirmative votes of a majority of all the members of the city council. Every such ordinance, order, resolution or vote shall be read twice, with an interval of at least three days between the two readings, before being finally passed; and the vote at its final passage shall be taken by roll call; provided, however, that upon and after the written recommendation of the mayor the city council may pass such ordinance, order, resolution or vote on the same day by a two-thirds yea and nay vote.

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

Committee Members:

Meg Magrath-Smith

Linda L. Vacon
Tessa Murphy-Romboletti

UNDER DISCUSSION:
Councilor Magrath-Smith stated that a companion order was sent to committee and acted upon after this was sent to committee, so they determined this was complied with.

Councilor Vacon asked to confirm that this was in the new rules.

President Murphy-Romboletti stated that it was rule 8M.
---> Report of Committee received and recommendation Adopted.

ORDERS AND TRANSFERS

(1:46:05)

President Murphy-Romboletti reminded everyone that items going to committee did not need to be debated.

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

Rivera, J- Ordered that the DPW install a Handicap Sign at 182 Lyman St. for Ricardo Qquendo
---> Received and referred to the Ordinance Committee.

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

Motion was made and seconded to suspend the necessary rules to take up items 53 through 56 as a package.

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "COMPLETE STREETS GRANT – RACE STREET, $285,631.88, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Thursday, November 6, 2025.

Joshua A Garcia, Mayor

---> Received, passed the first reading, and referred to the Finance Committee.

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASS PRESERVATION PROJECT – CITY HALL STAINED GLASS WINDOWS GRANT, $65,000, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Thursday, November 6, 2025.

Joshua A Garcia, Mayor

---> Received, passed the first reading, and referred to the Finance Committee.

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES GRANT: SCOTT TOWER, $425,000, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.

Sec 2-509 - Grant Reporting

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

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Thursday, November 6, 2025.

Joshua A Garcia, Mayor

---> Received, passed the first reading, and referred to the Finance Committee.

Devine-Ordered, that in accordance with M.G.L. Chapter 44 Sec. 53A, the City Council hereby accepts the provisions of the "MASSDOT CENTER CITY CONNECTOR 3 PROJECT GRANT, $5,341,978.91, NO MATCH" and authorizes the establishment of a Fund or other method appropriate for the accounting of the receipts and expenditures of all resources associated with the administration of said grant.
Sec 2-509 - Grant Reporting
Any city department, of which has received grant funding by approval of the city council pursuant to Massachusetts General Laws, or any other authorizing criteria, shall within a reasonable period of time, but no later than 60 days from the conclusion of said grant, generate a detailed report which outlines the planned outcomes with the documented actual results. Said report shall be submitted to the city clerk for addition to the city council's next agenda.

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Thursday, November 6, 2025.

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

DEVINE - Ordered, that there be and is hereby appropriated by transfer in the fiscal year 2026, NINE THOUSAND EIGHT HUNDRED THIRTY AND 34/100 Dollars ($9,830.34) as follows:
FROM
12201-51103 FIRE CAPTAIN $3,663.90
12201-51104 FIRE LIEUTENANT 3,142.74
12201-51105 FIREFIGHTER 2,645.73
TOTAL $9,452.37
TO:
12201-51180 INJURED ON DUTY $9,452.37
PP#8 TOTAL $9,452.37

TOTAL $5,000

To the City Council:

I hereby recommend the passage of the above order at the meeting of your Council to be held Thursday, November 6, 2025.

Joshua A Garcia, Mayor

---> Passed two readings and Adopted on a call of the roll of the yeas and nays--Yeas 12--Nays 0--Absent 1 (Bartley).

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

Jourdain requested this on behalf of the neighbors who had trucks going over their lawns and property. He added this was also to protect the truck drivers trying to traverse a narrow street. He expressed concern that someone would get hurt if this didn't get fixed.
---> Received and Adopted. Copy to DPW.

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

Jourdain, Vacon- That the Human Resources Department post the appointed Treasurer position asap.
---> Received and Adopted. Copy to Human Resources, Ordinance Committee.

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

LATE FILED ORDERS AND COMMUNICATIONS

(1:55:40)

MURPHY-ROMBOLETTI - Ordered that proclamations be presented for the 2025 Veterans Day ceremony award winners.
Veteran of the Year: Michael Washut
Citizen of the Year: Mrs. Lori McKenna
Public Safety Award: Jay Parnell
Business of the Year: Pics Pub

Motion was made and seconded to suspend the necessary rules to take final action.
---> Received and Adopted.

BARTLEY, MURPHY-ROMBOLETTI, J. RIVERA - Ordered that the DPW fix the pothole outside of 116 West Street.

Motion was made and seconded to suspend the necessary rules to take final action.
---> Received and Adopted. Copy to DPW.

Brenna Murphy Leary

Meeting adjourned at 8:59 p.m.

VOTE TO ACCEPT AND ADOPT MASSACHUSETS GENERAL LAW, CHAPTER 40, SECTION 22A ¾ AUTHORIZING THE CITY OF HOLYOKE TO DESIGNATE A PARKING SPACE FOR VETERANS

The City Council hereby votes to accept and adopt the provisions of Massachusetts General Laws, Chapter 40, Section, Clause 22A ¾ which authorizes the City to designate a parking space at City Hall where veterans can park; provided that the veteran owns and operates the motor vehicle and provided further that the motor vehicle displays veteran registration plate, issued by the Department of Motor Vehicles. The designated parking space shall allow a veteran to park at City Hall without a fee during normal business hours. The City of Holyoke shall erect and maintain a sign designating the parking space and shall bear the words "Veteran Parking Only—this space is reserved for those who have served. Unauthorized Vehicles May Be Removed At The Vehicle Owner's Expense."

APPROVED BY: CITY COUNCIL

Tessa Murphy-Romboletti,
City Council President

MAYOR OF CITY OF HOLYOKE

Joshua A. Garcia
Mayor of City of Holyoke

MAYOR JOSHUA A. GARCIA

CITY OF HOLYOKE

November 12, 2025

Dear Honorable City Councilors,

Thank you for your careful attention to the proposed 'supplemental' budget at the last Finance Committee. Enclosed is the updated 'supplemental' budget that includes adjustments as discussed and is reflected in the summary below. In this updated budget, if approved, we can expect an overall reduction of $299,656 from the originally approved FY26 budget. Notable changes include:

- Salary adjustments that were understated and overstated.
- School Department - due to updated state numbers per the formula for chapter 70, the department budget reduced $416,837 which is the largest reduction in the supplemental.
- City Clerk's Office - Salary adjustment increase of $2,154 for the City Clerk to support recent raise by the City Council that goes into effect January 1, 2026.
- Auditors Dept - added $10,000 to support ongoing MUNIS training and upgrades.
- Procurement/Purchasing Dept.
    - added $10,000 to support ongoing MUNIS training and upgrades.
    - reduced unfilled CPO Assistant salary by $7,000.
    - increased $7,000 to the copier line.
- Assessor's Office - Increased Professional Services line by $13,000 to support ongoing Personal Property work.
- Solicitor's Office - added $10,000 in Professional Services line and $5,000 in arbitration line.
- Tax Collector's Office - added $834 to Certification Stipend line, the Tax Collector recently passed the Collector's Exam and achieved state certification.
- Police Dept. - added $25,000 in Capital Outlay line for defensive tactics and personal protection equipment.
- Board of Health Dept.
    - reduced Demo Supervisor position by $57,461.
    - added $1,000 to the overtime to support administrative assistant overtime as needed.
    - adjusted vacation buyback and sick leave buyback to support obligations under union contract.
- DPW Engineer Division - increased Office and Professional Supplies line by $6,000 to purchase a pole portable mounted radar traffic data recorder to allow for the city to quickly and economically obtain data on traffic speeds and volumes.
- DPW Highways and Bridges Division
    - increased HMEO line by $33,900 to add an additional position that was cut coming into the new fiscal year.
    - ~~reduced $61,914 from the Property Maintenance line.~~ Do not reduce, per discussion at the Finance Committee.
- War Memorial - increased repair and maintenance line by $2,603 to repair Handicap Accessible doors and hardware damage due to changes and normal wear and tear.
- OPED - Added $42,000 in the Contracted Services line. Per discussion at the Finance Committee, this figure was already added in the budget book, it just was not reflected in this summary.

Thank you for your continued dedication and collaboration.

Sincerely,

Joshua A. Garcia, Mayor

536 DWIGHT STREET • MAYOR'S OFFICE • HOLYOKE, MASSACHUSETTS 01040-5019
PHONE: (413) 561-1600• FAX: (413) 322-5521 • EMAIL: garciaj@holyoke.org

City of Holyoke, Massachusetts

REVISED 11/12/2025

PAGE NO.	DEPARTMENT NAME	DEPT. NO.	PERSONAL SERVICES	EXPENSES	CAPITAL OUTLAY & DEBT	DH Budget	Mayor's Budget	Council Appropriation	Supplemental Budget	TOTAL
FUND (Fund 0010)										
1	City Council	112	135,000	12,660		147,660	157,660	157,660	0	157,660
2	Mayor	121	341,046	63,300		404,346	404,350	375,512	385	375,897
3	City Auditor	135	306,250	156,780		463,030	459,524	459,524	10,000	469,524
4	Procurement	138	210,001	174,500		384,501	376,654	376,654	8,732	385,386
5	Assessors	141	258,378	47,660		306,038	262,313	262,313	13,000	275,313
6-7	City Treasurer	145	292,522	296,575		589,097	557,496	557,496	327	557,823
8	Tax Collector	146	195,600	29,110		224,710	224,777	224,777	834	225,611
9	City Solicitor	151	442,271	139,750		582,021	567,025	567,025	16,546	583,571
10	Personnel Administration	152	247,383	77,980		325,363	325,367	325,367	592	325,959
11	Computer	155		905,220		905,220	905,220	905,220	0	905,220
12	Admin. Assistant to City Council	157	50,750	250		51,000	51,451	51,451	0	51,451
13-14	City Clerk & Elections	161	338,270	51,950		390,220	341,999	341,999	2,154	344,153
15	Registrar of Voters	163	67,164	9,000		76,164	76,168	76,168	0	76,168
16	Conservation Commission	171	143,071	5,450		148,521	140,955	140,955	(1,175)	139,780
17-18	Planning/Economic Development	175	609,553	35,900		645,453	569,252	569,252	37,949	607,201
19-21	Police Department	210	14,911,656	1,525,850		16,437,506	14,792,065	14,782,065	25,000	14,807,065
22-23	Fire Department	220	11,676,026	503,305		12,179,331	11,891,756	11,891,756	0	11,891,756
24-25	Building Codes & Inspections	240	707,569	120,675		828,244	706,136	706,136	(13,307)	692,829
26	Weights & Measures	244	66,976	6,800		73,776	74,038	74,038	(979)	73,059
27	Emergency Management	291	5,000	65,000		70,000	60,761	60,761	0	60,761
28	Public Works: Forestry Division	294	190,761	156,500		347,261	240,418	240,418	0	240,418
29	Public Safety	299	900			900	900	900	0	900
30	School Department	300	68,519,716	33,026,287		101,546,003	101,220,035	101,220,035	(416,837)	100,803,198
31-38	Public Works: Engineer & Divisions	410-430	3,713,141	3,169,476		6,882,616	6,627,180	6,572,180	39,771	6,611,951
39	Municipal Parking Facilities	480	103,940	150,457		254,397	254,301	254,301	4,000	258,301
40-41	Board of Health	510	648,558	283,905	0	932,463	938,029	938,029	(2,036)	935,993
42-43	Council on Aging	541	577,033	105,775	0	682,808	672,320	672,320	(1,606)	670,714
44	Veterans Benefits	543	171,183	262,500		433,683	377,931	377,931	4,712	382,643
45	Commision on Disabilities	545		36,000		36,000	36,000	36,000	0	36,000
46	Public Library	610	775,222	60,000		835,222	839,850	839,850	0	839,850
47-48	Recreation	630	295,158	56,300		351,458	360,086	360,086	(3,362)	356,724
49-50	Public Works: Parks Division	650	592,432	217,629	0	810,061	767,197	757,197	0	757,197
51	Museums & Monuments	691	244,432	64,848		309,280	274,582	274,582	(1,959)	272,623
52	War Memorial Commission	693	95,702	46,191	0	141,893	138,820	138,820	2,603	141,423

City of Holyoke, Massachusetts

REVISED 11/12/2025

PAGE NO.	DEPARTMENT NAME	DEPT. NO.	PERSONAL SERVICES	EXPENSES	CAPITAL OUTLAY & DEBT	DH Budget	Mayor's Budget	Council Appropriation	Supplemental Budget	TOTAL
53	Exhibit Hall Commission	694		60,470		60,470	60,470	60,470	0	60,470
54	Debt Service (Long Term P & I)	710			4,108,750	4,108,750	4,108,750	4,108,750	0	4,108,750
54	Debt Service (Short Term P & I)	752			150,000	150,000	100,000	100,000	0	100,000
55	Retirement (City Share)	911		13,147,588		13,147,588	13,147,588	13,147,588		13,147,588
55	Workers' Compensation	912		200,000		200,000	200,000	200,000	0	200,000
55	Unemployment Compensation	913		50,000		50,000	50,000	50,000		50,000
55	Health Insurance	914		13,746,739		13,746,739				
55	Life Insurance	915		90,000		90,000	90,000	70,000		70,000
55	Medicare	916		1,600,000		1,600,000	1,600,000	1,600,000		1,600,000
55	Police & Fire Indemnification	919				0				
55	Out-of-State Travel	920		3,000		3,000	3,000	3,000		3,000
55	City Liability & Damage Insurances	940		1,004,820		1,004,820	1,004,820	1,004,820	0	1,004,820
55	Claims, Damages & Judgements	941		350,000		350,000	350,000	325,000	0	325,000
55	I.R.P. Leave Buybacks	942		103,000		103,000	103,000	103,000		103,000
55-56	Transfers to Other Funds	-				0	13,746,739	13,746,739	0	13,746,739
	TOTAL GENERAL FUND		**106,932,664**	**72,219,199**	**4,258,750**	**183,410,613**	**180,256,983**	**180,108,145**	**(274,656)**	**179,833,489**
					SCHOOL	*101,546,003*	*101,220,035*	*101,220,035*		*100,803,198*
					CITY	81,864,610	79,036,948	78,888,110		79,030,291

WASTE WATER TREATMENT PLANT (Fund 6000)

PAGE NO.	DEPARTMENT NAME	DEPT. NO.	PERSONAL SERVICES	EXPENSES	CAPITAL OUTLAY & DEBT	DH Budget	Mayor's Budget	Council Appropriation	Supplemental Budget	TOTAL
57	Administration & Operations	440	176,742	9,018,000		9,194,742	9,200,699	9,200,699	0	9,200,699
58	Debt Service & Capital Outlay	440			1,753,699	1,753,699	1,753,699	1,753,699	0	1,753,699
	TOTAL WWTP		**176,742**	**9,018,000**	**1,753,699**	**10,948,441**	**10,954,398**	**10,954,398**	**0**	**10,954,398**

PAGE NO.	DEPARTMENT NAME	DEPT. NO.	PERSONAL SERVICES	EXPENSES	CAPITAL OUTLAY & DEBT	DH Budget	Mayor's Budget	Council Appropriation	Supplemental Budget	TOTAL
	WATER DEPARTMENT (Fund 6100)									
	Personal Services					$3,186,035				
	Operations					$4,134,280				
	Capital Outlay					$175,000				
	SUB-TOTAL					**$7,495,315**				
	Bond/Interest Payments					$951,972				
	TOTAL WATER WORKS					**$8,447,287**				
	GAS & ELECTRIC DEPARTMENT (Fund 6200)									
	Income:									
	Sales of Gas - Private Customers					25,971,401				
	Sales of Electricity - Private Customers					55,116,300				
	Sales of Telecom, Hydro, & Sundries					3,761,918				
	Sales of Gas - Municipal Buildings					974,796				
	Sales of Electricity - Municipal Buildings					2,361,603				
	Sales of Telecom - Municipal Buildings					95,634				
	Sales of Electricity - Street Lights					143,888				
	Other Miscellaneous Income					6,240,825				
	TOTAL REVENUE					**$94,666,367**				
	Expenses:									
	Operation, Maintenance & Repairs					75,115,978				
	Depreciation					9,694,620				
	Interest on Long-Term Debt					1,825,918				
	Principal on Long-Term Debt					6,776,225				
	TOTAL EXPENSES					**$93,412,741**				

PAGE NO.	DEPARTMENT NAME	DEPT. NO.	PERSONAL SERVICES	EXPENSES	CAPITAL OUTLAY & DEBT	DH Budget	Mayor's Budget	Council Appropriation	Supplemental Budget	TOTAL
	COMMUNITY PRESERVATION (Fund 3380)									
	Estimated Revenues:									
	CPA Local Surcharge Collections					704,804				
	State CPA Match					112,064				
	FY2025 Carry Over Balance					108,764				
	TOTAL REVENUE					**925,632**				
	Estimated Expenses:									
	Administrative					46,281				
	Historic Resource					92,563				
	Community Housing					92,563				
	Open Space					92,563				
	Budget Reserve					601,662				
	TOTAL EXPENSE					**$925,632**				

TO THE HONORABLE MEMBERS OF THE HOLYOKE CITY COUNCIL:

I am herewith submitting, for your approval, budgets for the General Fund, Waste Water Treatment Plant, Water Works, and Gas & Electric Department for the fiscal year July 1, 2025 through June 30, 2026.

Joshua A. Garcia, Mayor
City of Holyoke, Massachusetts

City of Holyoke

Fiscal Year 2026 Annual Budget

DEPARTMENT OF PUBLIC WORKS

HIGHWAYS & BRIDGES

Fund No.: 0010

Department No.: 425

revised page 11/12/2025

Classification	Object Code	O R D ‡	C S Δ	$ Expended 2024	$ Expended 7/1/2024 thru 12/31/2024	$ Budgeted* 7/1/2024 thru 6/30/2025	REQUESTED No. of Emp.	REQUESTED Classification or Rate	REQUESTED $ 7/1/2025 thru 6/30/2026	PROPOSED No. of Emp.	PROPOSED $ Proposed by Mayor	VOTED No. of Emp.	VOTED $ Voted by City Council	SUPPLEMENTAL BUDGET BUDGET	SUPPLEMENTAL BUDGET TOTAL
PERSONAL SERVICES															
Foreman	51101			50,016	27,068	57,618	1	PS17	61,794	1	61,794	1	61,794		61,794
Hoisting Equipment Operator	51102				68,892	206,726	4	PW22	223,430	4	223,430	4	223,430		223,430
Heavy Motor Equipment Operator *	51104			217,562	116,174	408,426	8	PW18	441,834	6	331,376	6	331,376	33,900	365,276
Power Shovel Operator	51105			136,495				PW20							
Prop Maint & Demolition Worker	51106			18,804	27,410	57,738	1	PW27	61,914	1	61,914	1	61,914		61,914
Laborer	51107			16,230	21,330	43,940	1	PW10	48,116	1	48,116	1	48,116		48,116
Overtime	51300			19,846	12,231	25,000			25,000		25,000		25,000		25,000
Snow Removal Overtime	51301			150,081	28,822	120,000			120,000		120,000		120,000		120,000
Longevity	51400			5,975	3,600	6,925			6,925		6,925		6,925		6,925
CDL Class A Differential	51480			293	114	600			600		600		600		600
Vacation Buyback	51500										1		1		1
Sick Leave Buyback	51510										1		1		1
Family Medical Leave Act	51530										1		1		1
Clothing Allowance	51830			2,250	1,725	4,825			4,825		4,825		4,825		4,825
Workers Comp Wage Benefits	51996										1		1		1
Non-Contributory Pension	51999			11,323	5,662	11,310			11,310		11,310		11,310		11,310
TOTAL PERSONAL SERVICES	.			628,874	313,029	943,108			1,005,748		895,294		895,294	33,900	929,194
EXPENSES															
Repair & Maintenance - Streets & Fixtures	52600			50,943	9,063	55,000			100,000		75,000		75,000		75,000
Equipment/Buildings Rentals	52700			1,960		1,000			1,000		1,000		1,000		1,000
Snow Removal Services	53100			334,299	15,567	250,000			250,000		250,000		250,000		250,000
Street Sweeping Services	53130														
ROCA Services	53140			130,000	23,175	65,000			100,000		100,000		100,000		100,000
Supplies - Traffic Lights	54220			18,740	9,937	21,000			21,420		21,420		21,420		21,420
Supplies - Traffic Lines	54221			80,839	15,893	50,000			51,000		51,000		51,000		51,000
Supplies - Tools & Equipment	54900			3,993	1,655	4,000			4,080		4,080		4,080		4,080
TOTAL EXPENSES				620,774	75,290	446,000			527,500		502,500		502,500	0	502,500

CAPITAL EXPENSES															
Capital Outlay - Infrastructure	58000			62,690	31,927										
Capital Outlay - Equipment	58001			22,700											
Capital Outlay-Motor Vehicles	58002			0											
TOTAL CAPITAL EXPENSES				**85,390**	**31,927**	**0**			**0**		**0**		**0**	**0**	**0**
TOTAL DEPARTMENTAL EXPENDITURES				**1,335,039**	**420,246**	**1,389,108**			**1,533,248**		**1,397,794**		**1,397,794**	**33,900**	**1,431,694**

I. TAX RATE SUMMARY **State: FINAL**

LA-4 FORM
total value of real & personal property
2.5% X 3,255,040,033 (100% est value @ 1-1)
can be found on DLS website

81,376,001 Ceiling

A. Total Amount to be Raised (from IIE)		$216,585,430.00
B. Total Est. Receipts & Other Revenue Sources (from IIIE)		147,728,158.00
C. Tax Levy (IA minus IB)		$68,857,272.00

1. ESTIMATED LEVY LIMIT CALCULATION

	A. FY2025 Base (Last year Levy Limit)	$67,816,208.00	
	B. FY2025 Adjusted New Growth	9,094.00	
	SUBTOTAL: 1A + 1B	$67,825,302.00	
(+)	C. 2.5% of SUBTOTAL	1,695,632.55	
(+/-)	D. Override or Underride		
(+)	E. Net allowed Debt/Cap.Expenditure Exclusions & Adj.		(See D.O.R. instructions.)
	F. FY2026 Levy Limit plus exclusions	$69,520,934.55	

If IC above is LESS than or EQUAL to 1F, STOP
If IC above is GREATER than 1F, CONTINUE.

(+)	G. Certified FY2026 New Growth	1,457,315	ESTIMATE per assessor 4/8/2025
	H. FY2026 Levy Limit Plus Exclusions & Growth	$70,978,249.55	

I.C. above CANNOT be greater than 1.H.

LEVY →	Lesser of Levy Limit OR Ceilir	$70,978,249.5	$70,978,249.55	Limit
	LESS: Levy needed	68,857,272.00	81,376,000.83	Ceiling
	Levy Limit Unused (Exceeded)	**$2,120,977.55**	$(10,397,751.28)	Limit >(<) Ceiling

Distribution of Tax Rates and Levies: T Classified £ Unclassified FY2014 CIP Index = 1 FY2014 MRF = .761847

(a) Class	(b) Levy Percentage (from LA-5)	(c) IC, above, times each percent in col. (b)	(d) Valuation by Class (from LA-5)	(e) Tax Rates (c) ÷ (d) x1000	(f) Levy by Class (d) x (e) ÷1000
Residential	55.0627%	37		.32	37,909,953.28
Open Space					0.00
Commercial	36.0479%	24		.75	24,822,773.10
Industrial	5.8628%	4		.75	4,037,126.90
SUBTOTAL	**96.9734%**				**66,769,853.28**
Personal	3.0267%	2		.75	2,084,178.93
TOTAL	**100.0001%**				**68,854,032.21**
				550	**MUST EQUAL IC**
					3,239.79

Assumptions

1.
2.

3.
4.

Board of Assessors of

This is NOT final and will evolve substantially over the next several months up to the time that the tax rate is set.

1.

Reviewed by ____________

Date ____________

Approved: ______________________________ / / ____

Director of Accounts Date

A. APPROPRIATIONS (col.(b) thru col.(e) from pg.4)			$191,511,321.00
B. OTHER AMOUNTS TO BE RAISED			
1. Amounts certified for tax title purposes			
2. Debt & interest charges not included on pg.4			
3. Final court judgments			
4. Total overlay deficits of prior years			
5. Total cherry sheet offsets (see Cherry Sheet 1-ER)	900,968.00		
6. Revenue deficits..Sewer Enterprise			
7. Offset receipts deficits (Ch.44 §53E)	0.00		
8. Authorized Deferral of Teachers' Pay			
9. Snow and Ice deficit Ch.44 §31D			
10. Other ......Fund Deficits			
			$900,968.00
C. STATE & COUNTY CHERRY SHEET CHARGES (C.S.1-EC)			$23,523,141.00
D. ALLOWANCE FOR ABATEMENTS & EXEMPTIONS (OVERLAY)	ESTIMATE		$650,000.00 per assessor 5/8/2025
E. TOTAL AMOUNT TO BE RAISED (Total IIA thru IID)			$216,585,430.00

III ESTIMATED RECEIPTS & OTHER REVENUE SOURCES

A. ESTIMATED RECEIPTS - STATE			
1. Cherry Sheet Est. Receipts (C.S.1-ER Total)	123,000,007.00		
2. School Building Assistance			
TOTAL III A			$123,000,007.00
B. ESTIMATED RECEIPTS - LOCAL			
1. Local Receipts Not Allocated (Pg.3 col.(b) Line 23)	12,963,405.00		
2. Offset Receipts (See Sched. A-1)	0.00		
3. Enterprise Funds (See Sched. A-2)	$0	10,954,398.00	add R/E
4. Community Preservation Funds (See Sched. A-4)	810,348.00		
TOTAL III B			$24,728,151.00
C. REVENUE SOURCES APPROPRIATED FOR PARTICULAR PURPOSES			
1. Free Cash (Pg.4, col.(c))			
2. Other Available Funds (Pg.4, col.(d))			
TOTAL III C			$0.00

D. OTHER REVENUE SOURCES APPROPRIATED SPECIFICALLY TO REDUCE THE TAX RATE

1. a. Free Cash...appropriated on or before June 30, 202

b. Free Cash...appropriated on or after July 1, 2020.....
2. Municipal Light Source..................................
3. Teachers' Pay Deferral..................................
4. Other Sources(Specify)- ______
TOTAL III D.. $0.00

E. TOTAL ESTIMATED RECEIPTS & OTHER REVENUE SOURCES (Total IIIA thru IIID). $147,728,158.00

IV SUMMARY OF TOTAL AMOUNT TO BE RAISED AND TOTAL RECEIPTS FROM ALL SOURCES

A. TOTAL AMOUNT TO BE RAISED (from IIE)................................ $216,585,430.00
B. TOTAL EST. RECEIPTS & OTHER REVENUE SOURCES (from IIIE 147,728,158.00
C. TOTAL REAL & PERSONAL PROPERTY TAX LEVY (from IC)..... 0.00
D. TOTAL RECEIPTS FROM ALL SOURCES (Total IVB plus IVC)................ $147,728,158.00
MUST EQUAL IVA

	(a) Actual Receipts FY2025	(b) Estimated Receipts FY2026	
x 1. Motor Vehicle Excise	3,568,414	3,200,000	
x 2. Other Excise (Room Occupancy, Boat)	2,320,015	2,290,000	
x 3. Penalties and Interest on Taxes and Excise	528,190	465,000	
x 4. Payments in Lieu of Taxes (Including 121As†)	1,601,912	1,600,000	
5. Charges for Services - Water			
6. Charges for Services - Sewer			
7. Charges for Services - Parking Facilities	249,481	215,000	
8. Charges for Services - Tree Trim/Park Police			
9. Charges for Services - Other			
10. Fees	585,133	510,700	
11. Rentals	15,481		
12. Departmental Revenue - Schools	2,730,710	2,400,000	
13. Departmental Revenue - Libraries			
14. Departmental Revenue - Cemeteries			
15. Departmental Revenue - Recreation			
16. Other Departmental Revenue	427,000	185,000	
17. Licenses and Permits	697,055	614,530	
18. Special Assessments			
x19. Fines and Forfeits	445,339	383,175	
x20. Investment Income	499,116	1,100,000	*Rory to provide additional interest revenue per email*
x21. Miscellaneous Recurring (please specify)			
22. Miscellaneous Non-Recurring (See **, below)	0		
23. **TOTALS**	$13,667,846	$12,963,405	

I hereby certify that the actual receipts as shown in column (a) are, to the best of my knowledge, correct and complete, and I further certify that I have examined the entries made on page 4 of the fiscal 2015 tax rate recapitulation form by the City Clerk and hereby acknowledge that such entries correctly reflect the appropriations made and the sources from which such appropriations are to be met.

11/14/2025		(413)322-5585
Date	**Accountant/Auditor**	**Telephone No.**

* Do not include receipts in columns (a) or (b) that were voted by the City Council as offset receipts on Schedule A-1, enterprise funds on Schedule A-2, or revolving funds on Schedule A-3. Written Documentation should be submitted to support increases/decreases of estimated receipts to actual receipts.

x Written documentation should be submitted to support increases/decreases of FY2026 **estimated** receipts to FY2014 **estimated** receipts to be used in calculating the Municipal Revenue Growth Factor.

† Urban Redevelopment Corporate Excise Tax (Ch.121A §10).

CERTIFICATION OF APPROPRIATIONS AND SOURCE OF FUNDING

		APPROPRIATIONS						AUTHORIZATIONS	
							(MEMO ONLY)		
City/Town Council or Town Meeting Date		(a) FY*	(b)** Total Appropriations of Each Meeting $	(c) From Raise and Appropriate (Tax Levy) $	(d) From Free Cash (B-1) $	(e) From Other Available Funds (B-2) $	From Offset Receipts (A-1), Enterprise Fund (A-2) or Comm. Pres'n Fund (A-4) $	(f)*** Revolving Funds (A-3) $	(g) Borrowing Authorization $
			0.00						
			0.00						
			0.00						
			0.00						
			0.00						
			0.00						0
			0.00						
		0000	0.00						
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			0.00						
			0.00						
			0.00						
			0.00						
			0.00	0.00					

			0.00						
			0.00						
			89,897,775.00	78,943,377.00	CITY		10,954,398.00		
			100,803,198.00	100,803,198.00	SCHOOL				
			0.00						
			810,348.00				810,348.00		
			0.00						
			0.00						
			0.00						
			0.00						
			0.00						
			0.00						
TOTALS			$191,511,321.00	$179,746,575.00	$0.00	$0.00	$11,764,746.00		
			Must Equal Cols. (b) thru (e)						

* Enter in this column the fiscal year to which the appropriation relates, i.e., fiscal year 2019 or 2020.

** Appropriations included in column (b) must not be reduced by local receipts or any other funding source. Appropriations must be entered IN GROSS in order to avoid a duplication in the use of estimated or other sources of receipts.

*** Include only revolving funds pursuant to Chapter 44, §53E1/2.

I hereby certify that the appropriations correctly reflect the votes taken by the City Council.

HOLYOKE	11/14/2025		(413)322-5520
City/Town	Date	City Clerk	Tel. No.

Mayor Joshua A. Garcia

Victoria A. Houle
Assistant City Engineer

City of Holyoke

Department of Public Works

November 14, 2025

Holyoke City Council
Holyoke City Hall
536 Dwight St, Room 10
Holyoke, MA 01040

Subject: Agreement Number 132727 (110% Municipal Agreement)
Resurfacing and Related Work on Cabot Street and Race Street
(Center City Connector) (Cabot/Race St)

Dear Councilors:

The attached Agreement with MassDOT is related "Resurfacing and Related Work on Cabot Street and Race Street (City Center Connector) State Project #609065" Project" which has been identified for construction funding under the Commonwealth's State Transportation Improvement Program (STIP). This Project was approved under the STIP Program with the City responsible for the Design and Rights-of-Way phase activities being the financial and administrative responsibility of the City while the Construction Phase administered by the Massachusetts Department of Transportation (MassDOT) utilizing federal funds passed through the Commonwealth. Construction funding through the STIP Program is capped at 110% of the estimated construction value which is currently estimated as $4,856.344.47 resulting in a maximum funding value of $5,341,978.91.

Since 2016, the City has invested approximately $1 million of Chapter 90 funds towards the Design and ROW acquisitions necessary for the project. Holyoke Water Works has also invested money towards the design of water infrastructure improvements which will be constructed in conjunction with the project. Additionally, Holyoke Water Works has also invested design monies to complete much needed water line upgrades within the project area and has also committed to providing an additional approximate $1.5 million for the construction of these improvements. It should be noted that Holyoke Water Works has already signed a separate Agreement with MassDOT for water line work and the $1.5 million is not included in the costs subject to the provisions of the Agreement currently being presented for approval.

MassDOT has recently advertised the project for construction and construction activities are expected to start in Spring 2026. The proposed project consists of roadway improvements along Cabot Street from Race Street to just prior to the intersection of North and South Canal Streets and along Race Street from Appleton Street to Cabot Street. Improvements along Cabot Street include traffic signal upgrades, geometric improvements to provide a consistent roadway cross section with street parking, addition of bike lanes and AAB/ADA compliant sidewalks and pedestrian curb ramps. Improvements along Race Street include geometric improvements to provide a consistent roadway cross section with street parking, addition of a shared-use path along the canal, AAB/ADA compliant sidewalks and pedestrian curb ramps. Work also includes enhanced pedestrian crossings throughout the project limits, new concrete sidewalks, drainage system improvements, water distribution system improvements, removal and resetting of granite curb, new granite curb, pavement markings, signs, landscaping and other incidental work.

CITY HALL ANNEX, RM 300 20 KOREAN VETERANS PLAZA • HOLYOKE, MASSACHUSETTS 01040-5836
PHONE: (413) 322-5605 • FAX : (413) 322-5606 • EMAIL: houlev@holyoke.org

The attached Agreement is required of the City to acknowledge the financial responsibility of any construction costs which may be considered non-participating or may exceed 110% of the current estimated construction value. The Agreement also states that any design services required during construction, will also be the responsibility of the City.

Funding in the amount of $54,000 has already been authorized by Chapter 90 under the City's existing Design Agreement with VHB. A separate funding request has been submitted to Chapter 90 to reserve funds in the amount of $100,000 for potential costs which exceed 110% of the estimated construction value. In the event construction costs are anticipated to exceed the 110% the City will have the option to either use these Chapter 90 funds, request additional Chapter 90 funds, and/or identify and allocate a separate funding source. At the end of the project any Chapter 90 funding not used will be returned to the City's total Chapter 90 funding balance.

Please let me know if you have any questions.

Regards,

Victoria A. Houle

Victoria Houle, Assistant City Engineer

c: Jeffery Anderson-Burgos, Administrative Assistant to the City Council
Mayor Joshua Garcia

The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- To file the complaint:
  - For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body **AND** to the municipal clerk.
  - For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
  - Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- The chair must disseminate the complaint to the members of the public body.
- The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at openmeeting@state.ma.us.

OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Linda
Last Name: Vacon

Address: 7 Pheasant Drive

City: Holyoke
State: MA
Zip Code: 01040

Phone Number: 413-210-6077
Ext.

Email: lindavac@aol.com

Organization or Media Affiliation (if any): Holyoke City Council

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

- [x] Individual
- [ ] Organization
- [ ] Media

Public Body that is the subject of this complaint:

- [x] City/Town
- [ ] County
- [ ] Regional/District
- [ ] State

Name of Public Body (including city/town, county or region, if applicable): Holyoke City Council

Specific person(s), if any, you allege committed the violation: Mayor J. Garcia & Assistant Solicitor M. Bissonnette

Date of alleged violation: 10/10/25

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On October 7th a City Council meeting was held. After the meeting had been adjourned at 10:20pm pursuant to city council rule, the city council continued to deliberate and take purported final action on the the approval of an order for a $137,000 transfer (item 41) on the agenda. This was a violation of the open meeting law because deliberation & votes took place after the meeting was adjourned. On October 9, 2025, I raised the issue in writing that the financial transfer of $137,000 had not been passed. I did not receive a reply from our law department. The Mayor replied on 10/10/25 that he had signed the order & the solicitors office had already ruled on the order. The city council approved my order copied below on 10/18/25 as I was attempting to clarify and resolve the voting issue. The Mayor vetoed this order so no written legal opinion was provided as required in our ordinances. The city council approved an override of the Mayor's veto on 11/6/25, but the transfer has occurred and the money has already been spent.

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

See below video link:

https://www.lindavacon.org/CCmeeting100725.htm

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The improper transfer of $137,000 should be revoked as it was not properly passed and the debate and vote to reconsider took place after the meeting was adjourned according to city council rules as no motion or vote to extend the meeting beyond 10:20 occurred The transfer order was properly voted earlier in the meeting to be sent back to Finance Committee on 10/7/25. It should be considered there and then sent to the city council for a vote.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Linda Vacon **Date:** 11/7/25

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

November 10, 2025

Holyoke Planning Board
Holyoke Planning Department
20 Korean Veterans Plaza
Holyoke, MA 01040

RE: Section 7.8.5 Special Permit~ Wireless Telecommunications Facility- Antenna, 0 Chmura Drive (145-00-093)

The Planning Department staff has had the opportunity to review plans dated August 5, 2025, and received on October 30, 2025, submitted by Cellco Partnership d/b/a Verizon Wireless by its representative, Crown Castle, for a Special Permit for an addition to a Wireless Telecommunications Facility- Antenna, Section 7.8.5, to be located at 0 Chmura Drive (145-00-093).

As stated by the applicant, "The Project will consist of the collocation of Cellco Partnership d/b/a Verizon Wireless equipment by adding 12 antennas, mount, ancillary equipment at the 156-foot centerline of the 187.11-foot existing telecommunications tower. Ground equipment to include a 4x10 generator pad for 50kW diesel generator, a 12x13 concrete pad for equipment cabinets and ancillary ground equipment. No proposed change to tower height or compound size. All work contained within leased area."

The antenna modification is submitted as an Eligible Facilities Request (EFR) under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, which requires state and local governments to approve modifications to existing wireless towers or base stations, provided the changes do not substantially alter the structure's physical dimensions. Planning Staff has the following comments in regards to the application:

1.) Has the proposed site been formerly reviewed by the Natural Heritage and Endangered Species Program (NHESP)?

2.) **Section 7.8.5.1 Site Plans and Engineering Plans (a)**- The scale of the plans are required to be one inch equals forty feet or one inch equals 200 feet where appropriate. The applicant is requesting a waiver pursuant to Section 7.8.5.1(a), from the provision of the required scale in lieu of the ones provided on the plans.
*There is no waiver provision for **Section 7.8.5.1-Site Plans and Engineering Plans** and will be further discussed during the Planning Board hearing, November 18, 2025.

3.) **Section 7.8.5.1 Site Plans and Engineering Plans (b) Supporting Plans**- The applicant states that supporting plans for attaching the device were provided within the application submittal materials.

4.) **Section 7.8.5.1 Site Plans and Engineering Plans (c) Building Plans**- The applicant states that no accessory structures are being proposed, and that ground equipment is already located within the existing compound. The plans dated August 5, 2025 illustrate new equipment. Will be discussed during the Planning Board hearing, November 18, 2025.

5.) **Section 7.8.5.1 Site Plans and Engineering Plans (d) Layout/Details**- Layout and details of surfacing for access roads and parking have not been provided as there is no alteration from the existing conditions.

6.) **Section 7.8.5.2 'Propagation' Maps**- Pursuant to Section 6409 federal regulations, the applicant is not providing a map showing the areas covered by the proposed antennas of two (2) different signal strengths and the interface with adjacent service areas, through the submission of certified radio plots. The applicant states that this information is not believed to be reasonably related to the City's scope of determining whether the application is qualifying as an EFR. Will be further discussed during the Planning Board hearing, November 18, 2025.

7.) **Section 7.8.5.3 Narrative Report (b, c)** - Pursuant to Section 6409 federal regulations, the applicant is not providing a description of the projected future needs of the carrier, or how the proposed facility fits with future projections. The applicant states that this information is not believed to be reasonably related to the City's scope of determining whether the application is qualifying as an EFR. Will be further discussed during the Planning Board hearing, November 18, 2025.

8.) **Section 7.8.5.4 Permits**- List of all other necessary permits needed for construction and operation- A building permit will be required.

9.) **Section 7.8.5.5 Reduction in Setbacks**- Not applicable as it is an existing telecommunications facility.

10.) What form of surety is the Applicant prepared to offer to the Planning Board (**Section 7.8.10-Removal**)?

11.) Will the addition of the 12 antennas to the existing telecommunications facility increase the lease agreement at this location?

If you have any questions, or require further information, please contact me at your convenience.

Sincerely,

Parker O'Brien, Planner 1

cc: Leslie Ward, Building Department
Chief Kadlewicz, Fire Department
Timothy Rivers, Board of Health
Brenna Murphy Leary, City Clerk

tapestry
306 Race Street
Holyoke, MA 01040
(413) 315-3732

tapestryhealth.org

Tapestry Syringe Access Program – Holyoke

Quarterly Report to the Holyoke City Council

Reporting Period: April 1, 2025 – September 30, 2025

Executive Summary

Between April 1 and September 30, 2025, Tapestry's Syringe Access and Harm Reduction Program in Holyoke provided vital public health services to 1,781 unique clients, totaling 6,768 encounters. The program distributed over 193,000 sterile syringes and collected over 191,000 used syringes, maintaining a near 1:1 return rate. Staff conducted 68 nursing visits, 143 mobile health visits, and over 1,600 community outreach encounters.

During this period, 137 overdoses were reported to staff, and 2,622 doses of naloxone were distributed. The program also expanded infectious disease testing, conducting 40 HIV, 40 Hepatitis C, 40 Syphilis, 37 Chlamydia, and 37 Gonorrhea tests—connecting all individuals with positive results to treatment or navigation support.

Through community education, needle cleanups, and harm reduction engagement, Tapestry continues to improve public health, reduce syringe litter, prevent overdoses, and connect Holyoke residents to essential care and support.

Program Overview

Tapestry's Syringe Access and Harm Reduction Program in Holyoke continues to deliver compassionate, evidence-based services designed to reduce the harms associated with substance use, prevent overdose deaths, and promote community wellness. Through our fixed-site operations and extensive mobile outreach, we meet individuals where they are and connect them with critical health and social services.

Program Highlights

- Unique Clients Served: 1,781
- Total Client Encounters: 6,768
- New Enrollments: 27

Our program continues to engage both new and returning participants, fostering trust and long-term relationships that lead to improved health outcomes.

Clinical and Health Services

- Nursing Visits: 68
- Mobile Health Visits: 143
- Wound Care Kits Distributed: 242

These services provide participants with low-barrier, immediate access to health support—often preventing the need for emergency room visits and ensuring earlier intervention.

Infectious Disease Testing and Care Linkage

Tapestry continues to expand access to infectious disease testing and treatment navigation for participants:

- HIV Tests Conducted: 40 — 0 positives
- Hepatitis C (HCV) Tests Conducted: 40 — 22 positives
    - Connected to Treatment: 2
    - Others are receiving ongoing support and care navigation as they consider readiness for treatment.
-
- Syphilis Tests Conducted: 40 — 2 positives (both treated)
- Chlamydia Tests Conducted: 37 — 1 positive (treated)

- Gonorrhea Tests Conducted: 37 — 3 positives (all treated)

These testing and linkage efforts help reduce disease transmission and connect individuals to life-saving care and support.

Community Engagement & Education

- Community Needle Cleanups: 21
- Naloxone Educational Groups: 18
- Outreach Encounters Conducted: 1,650

Our team remains active throughout Holyoke, leading public safety and education initiatives in partnership with community organizations and residents.

Overdose Prevention

- Overdoses Reported Back to Staff: 137
- Naloxone Doses Distributed: 2,622
- Fentanyl Test Strip Kits Distributed: 110

These efforts directly contribute to preventing overdose deaths and increasing awareness of the contaminated and unpredictable drug supply.

Safer Use Supply Distribution

- Safer Smoking Kits: 6,533
- Safe Sniffing Kits: 174
- Syringes Distributed: 193,357
- Syringes Collected: 191,234

Maintaining a near 1:1 return rate demonstrates the program's strong community accountability and commitment to keeping Holyoke's public spaces safe and clean.

Impact Summary

Over the last six months, the Holyoke Syringe Access Program has:

- Expanded access to harm reduction, testing, and clinical care.
- Strengthened overdose prevention efforts citywide.
- Increased connections to treatment and health navigation.
- Improved community safety through consistent cleanup efforts.
- Supported Holyoke's most vulnerable residents with compassion and dignity.

Conclusion

Tapestry remains proud to serve the residents of Holyoke through its Syringe Access and Harm Reduction Program. We thank the Holyoke City Council for its continued partnership and support as we work together to promote health, safety, and hope in our community.

Pedro Alvarez

Director of Harm Reduction

Tapestry Health

306 Race Street

Holyoke, MA 01040

(phone) 413.315.3732

(cell) 413.344.9555

(fax) 413.342.4301

RECEIVED

NOV 07 2025

Holyoke City Clerk's
Holyoke, MA

October 19, 2025

Dear Mayor Garcia,

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

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

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

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

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

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

Neighborhood Petition to Address Noise Complaints

Request for Action to Improve Community Peace and Well-being

Introduction

We, the undersigned residents of the Mount Tom Avenue and Woodbridge Street neighborhood, are writing to formally address persistent noise disturbances from Wyckoff Country Club that have affected our quality of life. Excessive noise disrupts our daily routines, impacts health, and diminishes the peaceful environment we value in our community. This petition seeks concrete steps to resolve these ongoing issues and restore tranquility to our neighborhood.

Background

Over the past several months, many residents have reported repeated incidents of loud music occurring weekend afternoons and, in some cases, late into the night. These disturbances have interfered with sleep, work, and family life, and have resulted in multiple complaints to local authorities. While some measures have been taken, the problem persists, and a coordinated community response is needed.

Conclusion

By signing this petition, we urge local authorities and community leaders to take immediate and effective action to address noise complaints in our neighborhood. We believe that these steps will help maintain a safe, healthy, and harmonious environment for all residents.

Sincerely,

The Residents of Mount Tom Avenue and Woodbridge Street

Name	Address	Signature	Date
[Your Name]	[Your Address]		10-27-25
David Wernick	31 Mount Tom Ave	[illegible]	" "
Kimberli A. Paine	27 Mount Tom Ave.	Kimberli A. Paine	10-27-25
Sigrid Stevens	27 Mount Tom Ave	Sigrid Stevens	10-28-25
[illegible]	78 Mt. Tom Ave.		10-29.25
P. Ferreira	6 Woodbridge St	P. Ferreira	10-28-25
Mike Muller	9 Woodbridge	[illegible]	10·28·25

Michelle Harrison [illegible]	42 MT TOM AVE	[illegible]	10/28/25
Sarah Wernick	31 MT. TOM AVE	Sarah Wernick	10/28/25
~~[illegible]~~ Regis Belanger	14 Mt Tom ave		10/30/25
Regis Belanger	"	"	10/30/25
Jacqueline Gawron	41 Montgomery Ave		10/30/25
Karen Blanchard	15 MT Tom Ave	[illegible]	10/31/25
Alexandra Wernick	31 Mount Tom Ave	Alexandra Wernick	10/31/25
~~Robert Zajac~~	~~39 Mt Tom Ave~~		
ROBERT F. ZAJAC	39 Mt Tom Ave	Robert Zajac	
Paula L. Zajac	39 Mt. Tom Ave	PAULA L. ZAJAC	10/31/25
Barbara E. Fletcher	35 MT. Tom Ave	Barbara E. Fletcher	11/1/2025
Marissa Mayhew	43 Mt Tom ave	Marissa Mayhew	11/1/2025
Parker Affhauser	43 Mt Tom ave	Parker Affhauser	11/1/2025
Jennifer Brunette	19 Woodbridge St.	[illegible]	11/1/2025
Sara Oparowski	14 WOODBRIDGE St	[illegible]	11/1/2025
Nicole Muller	9 Woodbridge St	[illegible]	11/1/2025
Stephen Oparowski	14 Woodbridge St.	[illegible]	11/1/2025

City of Holyoke

Request for Appropriation Transfer
Within a Classification

Dept. Name Fire

Date 10 / 23 / 2025

I hereby respectfully request that the following amounts be transferred ***within one*** of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services X **Expenses** ____ **Capital Outlay** ____

Account No.			$ Amount	
Organization	Object	Account Name	From	To
12201	51104	Fire Lieutenant	(3,142.74)	
12201	51105	Firefighter	(2,645.73)	
12201	51180	IOD	( )	5,265.07
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request: PP #9 Injured On Duty

03 NOV 2025

Head of Department

Mayor

Form TR-1 (6/92)

2.0.

City of Holyoke

Request for Appropriation Transfer
Within a Classification

Dept. Name Fire   Date 10 / 27 / 2025

I hereby respectfully request that the following amounts be transferred ***within one*** of the following indicated (X) appropriation classifications within my department and as further detailed below:

Personal Services X **Expenses**____ **Capital Outlay**____

Account No. Organization	Object	Account Name	$ Amount From	To
12201	51105	Firefighter	($300,000.00)	
12201	51300	Overtime	( )	$300,000.00
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request:
To cover overtime expenses

Head of Department   03 NOV 2025   Mayor

Form TR-1 (6/92)

20.

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

October 6, 2025

Brian Keenan
Chief of Police
Holyoke Police Department
536 Dwight St
Holyoke, MA 01040-5019

Dear Chief Keenan,

Congratulations! We are pleased to inform you that the **Holyoke Police Department** has been awarded **$45,000.00** in National Highway Traffic Safety Administration funds from the Office of Grants and Research (OGR) to support the **FFY26 Municipal Road Safety Program.**

Additional correspondence, including all the documents necessary to execute this grant award will be forthcoming. In the meantime, if you or your staff have any questions, please feel free to contact Taylor Keown, Program Coordinator at Taylor.Keown@mass.gov or 781-535-0065.

Once again congratulations and thank you for the work your department does to improve traffic safety in Massachusetts.

Sincerely,

GOVERNOR MAURA T. HEALEY

LT. GOVERNOR KIMBERLEY DRISCOLL

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: Town/City of Holyoke Police Department		Department: Executive Office of Public Safety & Security, Office of Grants & Research	MMARS Code EPS
d/b/a		Contract Manager Name Denise Brown	
Legal Address 536 DWIGHT ST, HOLYOKE, MA 01040-5019		Business Mailing Address 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184	
Contract Manager Name Joseph Zurheide		Billing Address If Different	
Phone (413) 322-6900	Fax	Phone 781-535-0069	Fax 617-725-0260
Email 348@holyokepd.org		Email Denise.M.Brown@mass.gov	
Vendor Code VC6000192102		MMARS Doc ID(s) 2026MRSPHOLYOKEXXXXX	
Vendor Code Address ID e.g. "AD001". AD001 Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		RFR/Procurement or Other ID Number BD-25-1044-EPS11-HWY-116032	

☒ NEW CONTRACT	☐ CONTRACT AMENDMENT
Procurement or Exception Type (Check one option only)	Current Contract End Date *PRIOR* to Amendment / Amendment Amount Or Enter "No Change"
☐ Statewide Contract (OSD or an OSD-designated department.)	Amendment Type Check one option only. Attach details of amendment changes.
☐ Collective Purchase (Attach OSD approval, scope, and budget.)	☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.)
☒ Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)	☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)
☐ Emergency Contract (Attach justification for emergency, scope, and budget.)	☐ Contract Employee (Attach any updates to scope or budget.)
☐ Contract Employee (Attach Employee Status Form, scope, and budget.)	☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/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.)	

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): **$45,000.00**

MMARS Doc ID(s)
2026MRSPHOLYOKEXXXXX

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.

FFY2026-Municipal Road Safety Program PT-26-05-81

80000402/ F40225

ASSISTANCE LISTING# 20.600

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: Grants

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 11/01, 2025 , 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 9/15, 2026 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		**AUTHORIZING SIGNATURE FOR THE DEPARTMENT** Signature and date must be captured at time of signature.	
Signature	Date 10/15/2025	Signature	Date
Print Name Joshua Garcia	Print Title Mayor	Print Name Kevin J. Stanton	Print Title Executive Director, Office of Grants & Research

I hereby attest that I have read and understand the following document.

Department Name: Holyoke Police Dept.

Authorized Signatory: ______________________ **Initials:** JG

(Please Print Name / Title) (Please Print, Do Not Type)

Scope of Services (SoS)

Executive Office of Public Safety and Security
Office of Grants and Research
FFY 2026 Municipal Road Safety Grant Program (MRS)

The subrecipient will complete all grant deliverables in accordance with their application, the Office of Grants and Research (OGR) General Subrecipient Grant Conditions, the Availability of Grant Funds (AGF), and this Scope of Services (SoS) document. This document provides an overview of the terms and conditions of the MRS grant; participating departments are strongly encouraged to read the AGF for a comprehensive description of the MRS program conditions and obligations.

Grant awards are subject to the availability of federal funds and any other provisions specified in the Highway Safety Plan and the Federal Grant Award.

No work may be completed and/or reimbursed for under this grant until a contract has been signed by both the subrecipient's authorized signatory and the OGR's Executive Director.

The end date for this grant is September 15, 2026.

General

- This is a cost reimbursement grant program.
- The approved budgets and cost categories cannot be changed or interchanged without OGR approval.
- Any unspent funds from one Element cannot be rolled over into any other Element or program activity.
- Supplanting of funds is prohibited. Funds provided through this grant are intended to supplement other state or federal funding sources.
- All grant paperwork, including the subrecipient's application, contracting documents, award letters, monthly report forms, mid-year and final reports, invoices, proof of payment for purchases, and timesheets for enforcement activity must be kept on file until <u>September 15, 2032</u>. These files must be made available for review by OGR during state site visits and/or federal audits.
- Itemized invoices and receipts for equipment and safety items purchased must be submitted with the expenditure report. Proof of payment must be kept on file at the department.
  - **Purchase orders are not considered sufficient documentation.**
- Itemized invoices and receipts for Community Awareness, Outreach, and Educational Activities must be submitted with the expenditure report as supporting documentation/backup with the monthly report.
- Failure to submit the required reporting forms by the established deadlines may result in non-reimbursement.

- Subrecipients must submit Mid-year and Final Progress Reports (*template to be provided by OGR*) summarizing accomplishments, challenges and progress towards measurable goals and objectives. Due dates for these reports are as follows:
    - Mid-Year Progress Report no later than **May 15, 2026**
    - Final Progress Report no later than **October 1, 2026**
- Failure to comply with reporting requirements may result in delayed or non-reimbursement of funds, contract termination, and may negatively affect a department's eligibility for future OGR funding. Additionally, repayment of funds to OGR for any grant activity may be mandated.

Program Elements

Traffic Safety Enforcement

If you are participating in Traffic Enforcement:

FFY 2026 Traffic Safety Enforcement Campaign Schedule
Winter Impaired Driving: *December 1 – 31, 2025*
Distracted Driving: *April 1 – 30, 2025*
Click it or Ticket: *May 1 – 31, 2026*
June Speed: *June 1 – 30, 2026*
July Speed: *July 1 – 31, 2026*
Summer Impaired Driving: *Aug 1 – Sept 15, 2026*

- This program will have one (1) traffic budget for the entire year. This means that funds are no longer "use or lose" per campaign and allow for more flexible spending with scheduling officers as availability allows.
- Please refer to the AGF for complete traffic enforcement guidelines.
- The requirement for a department to conduct and document a minimum of three (3) stops per hour is no longer required by OGR. Still, there is an expectation that departments will strive to maintain similar activity levels as in years past. Departments must provide justification for any shifts resulting in low activity/stops.

Equipment

If you were awarded funds to purchase Traffic Equipment:

- To receive authorization for ordering equipment, a department **must have previously submitted a quote during the application process**, detailing the anticipated purchases.
- All equipment purchases made with grant funds must be purchased by **March 31, 2026**. This date ensures that the equipment is received and used properly and efficiently during the project period.
    - If an applicant foresees this deadline being an issue, applicants must notify OGR and provide justification as to why they cannot meet the deadline to OGR management for review and consideration.
- No changes to the approved equipment budget are allowed. Any request to change the equipment/items requested must be approved and authorized by OGR before ordering.
- A department is responsible for any overage that exceeds their approved budgeted amount for any element.
- If equipment is purchased and the level of enforcement hours completed are not deemed satisfactory by OGR, the department risks non-reimbursement of any activity conducted and/or the contract will become invalid, and repayment of equipment may be mandated.

Pedestrian & Bicyclist Enforcement

If you are participating in Pedestrian & Bicyclist Enforcement:

FFY 2026 Pedestrian & Bicyclist Enforcement Campaign Schedule
November 1 – 30, 2025
January 1 – 31, 2026
February 1 – 28, 2026
March 1 – 31, 2026
May 1 – 31, 2026
August 1 - September 15, 2026

- Departments may conduct crosswalk decoy operations which:
    - Involve a plainclothes officer acting as a civilian pedestrian and a uniformed officer making stops; and/or
    - Involve a uniformed officer serving as a spotter to relay observed violations to the officer making stops.
- Please refer to the AGF for complete pedestrian and bicyclist enforcement guidelines.

Safety Items

If you were awarded funds to purchase Ped & Bike Safety Items:

- Safety item purchases must be received or paid for in full by **March 31, 2026**.
- No changes to the approved budgeted amount for safety items are allowed. Any request to change the equipment/items requested must be approved and authorized by OGR before ordering.

Community Awareness, Outreach, and Educational Activities

If you were awarded funds to conduct Non-Enforcement Safety Activities:

- No changes to the approved budgeted amount for safety activities are allowed.
- Changes to an initial activity or associated cost items during the grant period may be considered but must have prior approval from OGR.

Monthly Reports and Invoicing

- The monthly report is made up of the Cognito report with attachments of the Budget Workbook and/or the invoice for the equipment and/or safety items paid for in full or delivered (if applicable).
- Monthly Reports are due on the 15th of the following month of activity, except for the August-September report, which is due October 1st, 2026.
    - A signed report by an agency or department representative must be submitted regardless of whether grant activity has taken place. If no activity is conducted, departments must still submit the monthly expenditure report indicating $0 expenses for that month.
- All monthly reports and appropriate backup documents must be submitted through Cognito each month, and will automatically be sent to your department's OGR Program Coordinator:
    - taylor.keown@mass.gov (Abington - Medfield)

- jennifer.slonina@mass.gov (Medford - Yarmouth)

- A pre-filled Budget Workbook with approved budgets will be issued to each department after contracting is finalized.
- Subrecipients must submit a Mid-Year and Final Progress Report summarizing accomplishments, challenges, and progress made toward the measurable goals/objectives as approved with their application. A template for each report will be provided by OGR.

Miscellaneous

Public Outreach and Notification of Enforcement Activities

- All public communications and/or news releases concerning any grant activity shall indicate the following statement: This project was supported by a National Highway Traffic Safety Administration (NHTSA) grant, awarded by the MA Office of Grants and Research.
- For questions or concerns regarding public communications or outreach please contact OGR's Director of Communications, Renee Algarin at Renee.P.Algarin@mass.gov.

Compliance Monitoring

- All subrecipients are subject to compliance monitoring, including site visits where grant records will be reviewed.
- If OGR perceives issues relating to any of the requirements above or otherwise listed with the AGF, appropriate action will take place, including but not limited to a site visit, file reviews, and suspension of funding.
- Subrecipients that do not observe reporting deadlines, submit incomplete reports, fail to follow the timeline promised in the grant application, or engage in other practices not in keeping with grant requirements will be at risk of losing OGR grant funding and may become ineligible to receive any future OGR grant funding

The AGF and required documents are located at

Municipal Road Safety (MRS) Grant Program | Mass.gov

Office of Grants and Research (OGR)
Executive Office of Public Safety and Security
General Subrecipient Grant Conditions

Department / Organization Name: Holyoke Police Dept.
(Print or Type)

Information for Authorized Signatories

The Office of Grants and Research (OGR) requires signatures from authorized signatories on the following forms:

- Standard Contract Form including contract amendments
- Electronic Fund Transfer (EFT) Authorization Form
- Form W-9
- The Massachusetts Substitute Form W-9
- Interdepartmental Service Agreements including amendments
- Office of Grants and Research General Subgrant Conditions

Acceptable Forms of Signature

OGR will accept signatures executed by an authorized signatory in any of the following formats:

1. A traditional "wet signature" (ink on paper).
2. An Electronic signature that is either:
   a. Hand drawn using a mouse or finger if working from a touch screen device
   b. An uploaded picture of the signatory's hand drawn signature
3. Electronic signatures are affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date.

Note: *If using an electronic signature, the signatory's name and title and date of signing must accompany the signature in plain sight. Typed text in a cursive font **not** generated by a digital tool (Adobe Sign, DocuSign, etc.) **will not be accepted.***

Instructions for Authorized Signatories

1. Read and initial all pages where indicated.
2. Sign and date as applicable, where indicated.
3. See **Addendum 5** for special conditions associated with the specific federal grant-stream that is the source of the award and initial where indicated.
4. If the source of the award is **NOT** federal funds or there are no special conditions, Addendum 5 will indicate N/A and should be initialed, nonetheless.
5. Return the fully executed General Subrecipient Grant Conditions with the fully executed Commonwealth of Massachusetts Standard Contract Form or Interdepartmental Service Agreement.

Note: *Your signature on the Standard Contract or Interdepartmental Service Agreement certifies that you have read and agreed to comply with all conditions, certifications, and obligations therein. Failure to comply with any conditions may result in termination of the contract or other consequences.*

Additional Instructions for Law Enforcement Subrecipients

Read and sign **Addendum 1**: *Additional OGR Conditions for Law Enforcement Agencies*

Additional Instructions for Research Subrecipients

Read and sign **Addendum 2**: *Additional Instructions for Research Subrecipients*

Subrecipients of Federal Grant Funds

Subrecipients receiving federal grant funds administered by OGR, must comply with the following three grant conditions that are addressed in this primary document.

- Federal Conditions
- State Conditions; and
- OGR Conditions

Federal Conditions: Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally. (Note: See **Addendum 5** for specific conditions associated with a specific federal grant-stream.)

State Conditions: State conditions are established in laws passed by the Massachusetts Legislature and orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and, in the pages, attached to it.

OGR Conditions: OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and Office of Grants and Research (OGR).

Subrecipients of State Grant Funds

When receiving a grant award from state funds administered by OGR, subrecipients must comply with the following two general grant conditions that are addressed in this primary document:

- State Conditions; and
- OGR Conditions

Federal Grant Fund Conditions

The basic federal grant conditions below apply to all federal grants, regardless of the federal department making the funds available.

- **Audit Requirements of Federal Funds**
  - 2 CFR 200 Subpart F Audit Requirements ***Audit required.*** A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
  - (b) ***Single audit.*** A non-Federal entity that expends $1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted in accordance with § 00.514

except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of this section

- ***Program-specific audit election (in general).*** A non-Federal entity may elect to have a program-specific audit conducted in accordance with § 200.507 if the following conditions are met:
  - (1) The Non-Federal entity expends Federal awards under only one Federal program (excluding research and development); and
  - (2) The Federal program's statutes or regulations, or terms and conditions of the Federal award, do not require a financial statement audit of the non-Federal entity.
- *Exemptions when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in § 200.503. However, in all instances, the records of the non-Federal entity must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).
- OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement.

- **Unique Entity Identifier (UEI) and System for Award Management (SAM)**
  - All subrecipients of federal funds **MUST** have a 12-character alphanumeric UEI ID. For more information: Visit SAM.gov | Home
  - All subrecipients of federal funds must maintain annual registration in the SAM database: SAM.gov | Home

- **Transparency Act Reporting for Federal Funds - Subaward Reporting in SAM.GOV**
  - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than $30,000 OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at www.USASpending.gov.

- **Cost Principles for Federal Grants to non-federal entities, including State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education**
  - 2 CFR Part 200 Subpart E – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of OGR.

To conform with OMB's government-wide Guidance for Federal Financial Assistance, the monetary threshold for equipment purchases has increased from $5,000 to $10,000 [see: 23 CFR 1300.31(d)]. Any equipment purchase of over $10,000 will require approval from the federal awarding agency.

When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **(Addendum 4).**

- **2 CFR 200.214 Suspension and Debarment**
  - Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- **The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs)**
  - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - Appendix V to Part 200—State/Local Government wide Central Service Cost Allocation Plans
  - Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals
  - Appendix VIII to Part 200—Nonprofit Organizations Exempted from Subpart E—Cost Principles of Part 200

- 2 CFR 200.414(f) De Minimis Indirect Rate
  - Recipients and subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15% of modified total direct costs (MTDC).

- **Nondiscrimination Requirements**
  - If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
  - Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
  - In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.

- In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- **Human Subjects Protection**
  - For Research Subrecipients only. See **(Addendum 2)**

Additional Federal Department-Specific Grant Conditions

While the conditions above applies to all Federal grants, each Federal department can impose additional conditions associated with specific grants

➢ **U.S. Department of Justice Funds**

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: http://www.ojp.usdoj.gov/financialguide/index.htm.
  - Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.
- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). ***(As of March 11,2025 DOJ/OCR has temporarily paused this process until further notice).***

➢ **U.S. Department of Transportation Funds**

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation adheres to adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

NHTSA offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676

Note: *All contracts under NHTSA funding that are in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.*

➢ **U.S. Department of Homeland Security Funds**

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: 2 CFR Part 200

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at: https://www.fema.gov/grants/guidance-tools/authorized-equipment-list.

State (MA) Grant Fund Conditions

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form). *Please pay attention to the specific certifications, legal references, and links in Addendum 3.*

Note: Your signature on the Standard Contract or Interdepartmental Service Agreement certifies that you have read and agreed to comply with all conditions, certifications, and obligations therein. Failure to comply with any conditions may result in termination of the contract or other consequences.

Office of Grants and Research Conditions

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

- **Drug-Free Workplace - Drug-Free Workplace Certification**
    - As the recipient, you must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).
- **Time Extensions of Contracts**
    - While uncommon, time extensions may be granted at the option of OGR. They are not encouraged or guaranteed.
    - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a **time-only** extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract.
    - **No time extension** will be permitted if the amended contract form is executed after the current contract end date.
    - Requests for time extensions must be made **at least 30 days** before the end date of the current contract.
- **Remaining Balances**
    - Any amount of an award remaining at the expiration of a contract or Interdepartmental Service Agreement will be reverted to OGR.
- **Interdepartmental Service Agreement Spending**
    - Interdepartmental Service Agreement (ISA) spending must adhere to the dates specified in the ISA and follow the policy in the ISA as dictated by the Office of the Comptroller (CTR).
    - **ISA Terms and Conditions (Link:** MMARS POLICY: PROCUREMENT/CONTRACTS**)**
    - **ISA- Anticipated Start Date.** The Buyer/Parent and Seller/Child Departments must certify when obligation under this ISA or Amendment may be incurred.
    - Pursuant to 815 CMR 6.03(2), the effective date of an ISA shall be the latest of the following:
        - The date the ISA was executed by an authorized signatory of the Buyer Department.

        - The date the ISA was executed by an authorized signatory of the Seller Department; or
        - A later date as specified in the ISA
    - All goods must be received, and all services must be rendered by the end date of the ISA or contract. Receipt of goods and services occurring after the specified ISA end date may result in denial of those costs. The Seller *(child department)* will be responsible for covering those costs with an account other than that funding the ISA.

- **Accounts Payable Period**
    - Each Interdepartmental Service Agreement has a defined accounts payable period.
    - **ALL** payments must be completed and disbursed by the end date of the specified accounts payable period within the ISA.

    <u>**NOTE**</u>: Subrecipients Child department may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA. If the costs have already been accepted in MMARS, OGR will ask the "child" department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.

- **Spending**
    - An ISA that crosses a state fiscal year (ending June 30) into the next fiscal year, must observe the Commonwealth's policies on payment corrections or overpayments.
    - That is, any unallowable charges must be corrected with an Expenditure Correction (EX) transaction before August 31.
    - All unallowable expenditures including payroll cost must be corrected by the date specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an Expenditure Refund transaction before August 31.

- **Reporting**
    - OGR requires all financial reports to be submitted along with a Warehouse Query and Labor Cost Management Query (for ISAs only) detailing the expenditures made for that period by the child department. Documentation to support the match is also required if a non-federal match is required.
    - **All spending outside of the approved cost categories requires a budget modification.**
    - At OGR's discretion, reimbursement <u>will be held</u> until reporting requirements are met.

- **Requests for Reimbursement and Financial Reports**
    - All requests for reimbursements and financial reports MUST be received by OGR fifteen (15) days after the end of the reporting period.
    - Those received after the required time frame may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason.
    - Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
    - If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.

- **Programmatic and Financial Reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.

- **Allowable grant-related travel costs** will be paid at the lesser rate of $.62 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.

- **Indirect cost rates will not** be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency.

- When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.

*** *Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.*

- **Procurement Practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.

- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).

***** <u>COMINGLING OF GRANT FUNDS IS STRICTLY PROHIBITED</u> *****

- **Submission of "Federal OMB Circular 2 CFR 200 Audit Form (formerly OMB Circular A-133**

- ***Audit required.*** A non-Federal entity that expends $1,000,000 in federal funds from all sources during their fiscal or more during the non-Federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
    - Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.

- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity **must be made available** promptly upon request for inspection and copying to any person authorized by OGR.

- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for six years after the end of the contract.

- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period should be reported to OGR in writing and a copy of the evaluation should be provided.

- **Reporting Alleged Fraud, Waste, or Abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.

- **Award sub-recipients must accept their award** no later than 30 days from the award date. Failure to accept a grant award within the 30-day timeframe may result in a loss of funds.

- **Use of funds should begin** within 90 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds
    - If meaningful implementation steps have not begun after 90 days of the grant start date, OGR reserves the right to cancel the contract.

- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.

- **Instructional Materials**
    - Materials created or produced with grant funds will be "work made for hire," as defined in United States copyright law, and EOPSS/OGR shall be considered the author.
    - EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state "Funding provided by EOPSS Office of Grants and Research". Please contact your OGR point of contact if you need assistance with this disclosure.

- **Audiovisual or Written Materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

Initials: JG

OVERTIME POLICY
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

Overtime hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime due to a union contract.** A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget.

Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.

<u>Definitions</u> For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime-* Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill related Overtime-* Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient-* An entity receiving a grant award from OGR.
- *First Responder-* State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. ***Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.***

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.

	10/15/2025
Signature of Authorized Signatory	**Date**
Joshua Garcia	Mayor
Printed Name	**Title**

Addendum 1: Additional OGR Conditions for Law Enforcement Agencies

Law enforcement agencies are subject to mandatory reporting requirements of various information, including but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel a contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of $1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- **Toxicology Kits.** All toxicology kits associated with either reported or unreported sexual assault evidence collection kits (SAECK) must be submitted to the State Police Crime Lab.
- **Reporting of a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act.** Law enforcement must comply with M.G.L. chapter 140 Section 131Q and ensure a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act is traced by the licensing authority for the city or town in which the crime took place. The licensing authority then must report readily available statistical data to the commonwealth fusion center. The data shall include, but not be limited to: (i) the make, model, serial number and caliber of the weapon used; (ii) the type of crime committed; (iii) whether an arrest or conviction was made; (iv) whether fingerprint evidence was found on the firearm; (v) whether ballistic evidence was retrieved from the crime scene; (vi) whether the criminal use of the firearm was related to known gang activity; (vii) whether the weapon was obtained illegally; (viii) whether the weapon was lost or stolen; and (ix) whether the person using the weapon was otherwise a prohibited person.
- [ ] N/A

10/15/2025	
Signature of Authorized Signatory	**Date**
Joshua Garcia	Mayor
Printed Name	**Title**

Addendum 3: Excerpts from Commonwealth's Standard Contract

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES - CTR Updated 11/01/2024

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury and 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.

Commonwealth and Contractor Ownership Rights
The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications
The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking
Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention
The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion
The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access
The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non- compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

Debarment
The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

Applicable Laws
The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices
The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Payments Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices.

If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation
Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept
Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance
The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions, and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts
The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing

legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements
If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information
The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Corporate and Business Filings and Reports
The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements
Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility; M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination
Contractors certify compliance with applicable state and federal anti- discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act; M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP)
A Contractor may be eligible to participate in the SBPP, pursuant to Executive Order 599, and M.G.L. c. 7 § 58 if so qualified.

Limitation of Liability
Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division, and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 1r the Commonwealth's abilityto join the contractor as a third-party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with auditing standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification
Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance
In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys
Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance
The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

Initials: JG

EXECUTIVE ORDERS CTR Updated 11/01/2024

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts
For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott
The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors
Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees
Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed. Executive Orders 592 and 599. Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non- Discrimination, and Affirmative Action). Executive Order 599 (Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service- disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(u). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.

Initials: JG

Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document.

§200.313 Equipment.

(a) ***Title.*** Title to equipment acquired under the Federal award will vest upon acquisition in the recipient or subrecipient subject to the conditions of this section. This title must be a conditional title unless a Federal statute specifically authorizes the Federal agency to vest title in the recipient or subrecipient without further responsibility to the Federal Government (and the Federal agency elects to do so). A conditional title means a clear title is withheld by the Federal agency until conditions and requirements specified in the terms and conditions of a Federal award have been fulfilled. Title for equipment vested in a recipient or subrecipient is subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.

(2) While the equipment is being used for the originally-authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) ***General.*** A State must use, manage and dispose of equipment acquired under a Federal award in accordance with State laws and procedures. Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in this section. Other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow paragraphs (c) through (e) of this section.

(c) ***Use.***

(1) The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The recipient or subrecipient must not encumber the equipment without prior approval of the Federal agency or pass-through entity. The Federal agency may require the submission of the applicable common forms for reporting on equipment. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority:

(i) Activities under other Federal awards from the Federal agency that funded the original program or project; then

(ii) Activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the recipient or subrecipient must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-federally-funded projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. The recipient or subrecipient should consider charging user fees as appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the recipient or subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services unless specifically authorized by Federal statute. This restriction is effective as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the recipient or subrecipient may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

(d) ***Management requirements.*** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the recipient or subrecipient must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

(1) Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

(2) A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years.

(3) A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. The recipient or subrecipient must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

(4) Regular maintenance procedures must be in place to ensure the property is in proper working condition.

(5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.

(e) ***Disposition.*** When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal agency or pass-through entity disposition instructions:

(1) Equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

(2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of $10,000 (per-unit) may be retained or sold by the recipient or subrecipient. However, the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

(3) The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

(f) ***Equipment retention.*** When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

Initials:

Addendum 5: Federal Grant Stream Specific Conditions

☒ Special Conditions Inserted Below.

☐ N/A.

GENERAL REQUIREMENTS The State will comply with applicable statutes and regulations, including but not limited to: • 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended • Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94 • 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs • 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards • 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act** of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973,** (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987,** (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous because of changed circumstances.

5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
    a. terminate the award, or
    b. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited

to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Initials:

Travel Approval

For any travel that was not previously approved within the scope of work for the grant award, subrecipients must obtain prior written approval from OGR and be submitted at least thirty (30) days prior to the departure date; this applies to the following:

1. Out-of-state travel expenses; and
2. Overnight in-state lodging, meals, and related expenses.

Requests to OGR must be from an authorized official for the subrecipient, on its letterhead, and include:

- Proposed travel date(s) and destination
- Anticipated travel cost
- Name of grant program
- Name(s) of individual(s) traveling
- Brief explanation of why travel is necessary
- Supporting documents (e.g., conference brochure, agenda or website link)

A separate request must be submitted for each proposed trip, but multiple travelers going together to one destination can be included on one request.

AUTO-RELATED IN-STATE TRAVEL

- Auto-related in-state travel expenses incurred by subrecipients do not need prior OGR approval. Mileage reimbursement is $0.62 per mile. Mileage reimbursement is for personal vehicles only. No mileage reimbursement will be made related to the use of state/municipal or other organization-owned vehicles.
- Reasonable rental car expenses are allowable.
- Mileage expenses must be based from either the traveler's home or permanently assigned office to a meeting place, whichever is nearer the destination, and back to the starting point if applicable.
- For each trip, the starting point, destination(s), and end point must be reported within the reimbursement request. If additional destinations occur during the trip, separately identify the locations visited and the total mileage traveled.
- Trip totals must be computed from an online mapping site. The reimbursement request should include a copy of the trip from the site used.
- Taxi, rideshare, shuttle or public transportation expenses within a reimbursement request must be supported with a clear photocopy of a dated receipt that includes the start and end trip points (if possible), the total fare, and the issuing entity. Tips for taxis, rideshares, and shuttles are reimbursable if reasonable and clearly documented with an itemized, dated receipt.

- Tolls and reasonable parking expenses within a reimbursement request must be supported with a clear photocopy of a dated receipt that shows a total charge and the issuing entity. Toll expenses are reimbursable to the driver of a municipal vehicle if a signed statement on municipal letterhead is included with the reimbursement request to indicate the toll expense was paid by the driver and not by his/her municipal employer.

OVERNIGHT IN-STATE TRAVEL

Reimbursement is allowable for overnight in-state expenses (i.e., lodging, meals, and related costs) that involve 180 miles or more of round-trip travel from either the traveler's home or permanently assigned office, whichever is nearer to the destination. OGR may waive this requirement in the case of an unusual early start or late end time or if the activity is held on multiple consecutive days. These waiver requests must be submitted to OGR at least thirty (30) days prior to the departure date. Pre-approval of overnight in-state travel expenses is always subject to OGR discretion, which depends upon the circumstances of the request.

LODGING AND MEALS EXPENSES

- Meal expenses/per diems must be allowable and may not exceed the approved travel expenses policy of the traveler's employer (i.e., municipal collective bargaining agreement) or the state travel expenses policy summarized below, **WHICHEVER IS THE MORE RESTRICTIVE**. Other key points:
- Reimbursement for meal expenses will only be made in conjunction with travel that requires the traveler to be away from home for more than 24 hours.
- Meal expenses for business travel of more than 24 hours are reimbursable per diem at up to $59.00 for each whole day of travel. A whole day shall be a 24-hour period commencing at midnight.
- For travel for partial days, individual meal allowances are breakfast up to $13.00, lunch up to $15.00, dinner up to $26.00.
- The rates above shall apply only when meals are not included in the rate charged for lodging or otherwise included in registration or conference fees.
- The duration of travel shall begin from the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from such travel assignment
- Reasonable expenses related to travel to/from a meal may be reimbursed provided that:
    - The meal isn't already being provided on-site by the training/conference host
    - The hotel/place of lodging and/or the training/conference site does not offer a suitable on-site option and is not adjacent to a suitable eating establishment within a safe walking distance
- Lodging expenses must not exceed the applicable federal rates for the location visited. The Government Services Administration (GSA) website (www.gsa.gov) lists current and past lodging rates by city, county, and state and time of year. If obtaining a GSA lodging rate is ultimately not possible, the traveler is responsible for providing an explanation, submitted by e-mail to OGR and approved **before** any reservation is made, and detail the following:
    - The amount of the overage (GSA rate vs. obtainable rate)
    - A statement explaining what efforts were made to book lodging at a GSA rate hotel, and why these efforts were unsuccessful.

Lodging reimbursement requests must be based upon submitted receipts that are adequately detailed and readable to ensure expenses are applicable and allowable. Lodging and meals tax are allowable.

TRANSPORTATION EXPENSES

The means of transportation which is the least expensive and which is in the interest of economy, with proper consideration to the circumstances, should always be used. Mass transit is preferable to taxis or privately-owned automobiles. Airline baggage handling and re-schedule fees are allowable expenses.

UNALLOWABLE TRAVEL COSTS AND OTHER RESTRICTIONS

No reimbursements will be made for car washes, entertainment, and alcoholic beverages. Receipts that combine travel-related expenses under a single total with no itemization of the expenses involved will not be accepted.

Initials:

Acknowledgement

1. Please read and sign all pages where indicated.
2. Please remember to read and initial all pages where indicated

For OGR Internal Use Only:

Total Amount of Federal Award:	$
*Maximum Obligation:	$

****The Maximum Obligation includes any match your office provides.***

As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.

Sign and submit this form

	10/15/2025
Signature of Authorized Signatory	**Date**
Joshua Garcia	Mayor
Printed Name	**Title**

MA Executive Office of Public Safety and Security - Office of Grants and Research (OGR)

SUBRECIPIENT RISK ASSESSMENT FORM

SECTION A: PURPOSE

Federal regulations contained in 2 CFR §200.332 require the Office of Grants and Research to evaluate each grant subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining appropriate subrecipient monitoring. OGR must also determine subrecipients' financial management capabilities.

The programmatic and fiscal responsibility of subrecipients must be such that they can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting and program management systems should meet the following criteria:

(1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
(2) Entries in accounting records should refer to subsidiary records and/or documentation that support the entry and can be readily located.
(3) The accounting system should provide accurate and current financial reporting information.
(4) The accounting system should be integrated with an adequate system of internal programmatic controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.
(5) Certify that subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

SECTION B: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system:
☐ Manual ☐ Automated ☒ Combination

2. Does the accounting system identify the receipt and expenditure of program funds separately for each grant/contract?	☒ Yes ☐ No
3. Does the accounting system provide for the recording of expenditures for each grant/contract by the budget cost categories shown in the approved budget	☒ Yes ☐ No
4. Are time distribution records maintained for an employee when his/her effort can be identified to a particular cost objective?	☒ Yes ☐ No
5. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:	
a. Total funds available for a grant	☒ Yes ☐ No
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?	☒ Yes ☐ No
6. If Federal grant funds are commingled with organization funds, can the Federal funds and related costs be readily identified?	☒ Yes ☐ No ☐ N/A

	SECTION C: PROGRAM MANAGEMENT	
1. Is the organization new to managing federal grant funds or has the organization had recent staff turnover that significantly reduces its institutional capacity to effectively manage federal funds? If yes, please explain: (attach a separate sheet if necessary)		☐ Yes ☒ No
2. If the organization has recently (past 5 years) or currently receives federal grant funding, has the organization been out-of-compliance with reporting or other requirements? If yes, please explain: (attach a separate sheet if necessary)		☐ Yes ☒ No

	SECTION D: APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.		
Agency Official Signature	Title Mayor	Date 10/15/2025
Type or Print Name of Agency Official Joshua Garcia		
Subrecipient Organization Name, Address, and Telephone Number City of Holyoke 536 Dwight Street Holyoke, MA 01040 413-322-5510		

	SECTION E: FOR OGR INTERNAL USE ONLY **Subrecipients - Do not complete this section**	
1. Does the subrecipient receiving this award have an acceptable track record of managing funds provided by EOPSS? Briefly explain.		☐ Yes ☐ No
2. Is the proposed program very complex, is the award above $1million, and/or is the proposed grant-funded activity such that additional risk can be presumed? If yes, please explain.		☐ Yes ☐ No
3. According to www.sam.gov, is the subrecipient organization or any of its principals presently debarred, suspended, or voluntarily excluded from covered transactions by any Federal, State or local department or agency for non-responsible behavior (i.e. fraud, embezzlement, tax evasion, violation of antitrust statutes)? If yes, please explain.		☐ Yes ☐ No

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) EOPSS must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending http://www.usaspending.gov/ per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

Section 1 Award Information

Agency Name	Holyoke Police Dept.
City	Holyoke
Zip + 4 (required)	01040-2709
***Is this address a confidential location?**	☐ Yes ☑ No
Unique Entity Identifier (UEI) number:	G1H4KQZ18HD1
Program Source (federal award #)	202315PBJA23GG02983JAGX

Section 2 Compensation
In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

1. More than 80% of organization annual gross revenues are federal funds.
   Yes ☐ No ☑ If yes, proceed to question 2. If no, stop, proceed to Section 3.

2. Federal fund revenue exceeds twenty five million dollars.
   Yes ☐ No ☐ If yes, proceed to question 3. If no, stop, proceed to Section 3.

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other please indicate: ______________)
   Yes ☐ No ☑ If yes complete Table 1. If no, stop, proceed to Section 3.

Table 1. Names and salary of your organization's top five executives (by salary)

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

Section 3 Certification

I certify that the above information is true and accurate.

Agency official signature — Date: 10/15/2025

Agency official printed name: Joshua Garcia — Title: Mayor

*If you are operating a confidential program with grant funds please ensure the address on file with the Commonwealth is a PO Box.

OGR FFATA APR 2022

Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company, State and Local Government Entity
(must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
City of Holyoke	VC60000192102

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, Social Security Numbers, driver's licenses, home addresses, Social Security cards, or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (As it will appear on contract or other documents)	Title	Phone Number	Email Address
Joshua Garcia		Mayor	413-322-5510	Garciaj@holyoke.org
Lisa Ball		City Solicitor	413-322-5580	balll@holyoke.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note: You cannot self-certify your own signature as a single signer listed above.

Signature	Date 10/15/2025
Print Name Joshua Garcia	Phone Number 413-322-5510
Title Mayor	Email Address Garciaj@holyoke.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

SUSAN W. TERREY
Interim Secretary

FRANK POZNIAK
Executive Director

October 7, 2025

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

Dear Mayor Garcia:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2026 State 911 Department Emergency Medical Dispatch Grant Program.**

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 7, 2025** and will run through June 30, 2026. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2026.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. Please ensure all proper documentation is provided with the grant reimbursement submissions to avoid reductions or returns. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2026.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2026 Emergency Medical Dispatch Grant File

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; d/b/a Holyoke Police Dept.	Department State 911 Department; MMARS Code EPS
Legal Address As entered on Form W-9 or Form W-4: 538 Dwight St, Holyoke, MA 01040	Contract Manager Name Cindy Reynolds; Business Mailing Address 151 Campanelli Dr. Suite A, Middleborough, MA 02346
Contract Manager Name Sgt. Joseph Zurheide	Billing Address If Different
Phone 413-427-2108; Email 348@holyokepd.org; Fax 413-322-6910	Phone 508-821-7299; Email 911DeptGrants@mass.gov; Fax 508-947-1452
Vendor Code VC 6000192102	MMARS Doc ID(s) CT EPS EMDG
Vendor Code Address ID AD 001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.	RFR/Procurement or Other ID Number FY26 EMDG

NEW CONTRACT (selected)

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

CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment | Amendment Amount Or Enter "No Change"

Amendment Type (Check one option only. Attach details of amendment changes.)
- Amendment to Date, Scope, or Budget (Attach updated scope and budget.)
- Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)
- Contract Employee (Attach any updates to scope or budget.)
- Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): (selected) 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.)
- (selected) Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): $ 24,500.00

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. **Contract is for the reimbursement of funds under the State 911 Department FY 2026 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply? YES — If YES, the Contractor's annual SDP commitment for this Contract is
(selected) NO — If NO, and the department is an Executive Department, enter the appropriate exemption. Grants

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
1. (selected) 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, 2026**, 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	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH
Signature and date must be captured at time of signature.	Signature and date must be captured at time of signature.
Signature [signed]; Date 8/26/25	Signature [signed]; Date 10/7/25
Print Name Joshua Garcia; Print Title Mayor	Print Name Frank Pozniak; Print Title Executive Director

Updated 11/22/2024

FY 2026 EMERGENCY MEDICAL DISPATCH GRANT

Name of Eligible Entity / PSAP / RECC	City of Holyoke Police Dept.
Address	536 Dwight St
City/Town/Zip	Holyoke 01040
Telephone Number	413-322-5510
Fax Number	413-322-5515
Website	holyoke.org
Name & Title of Authorized Signatory	Joshua Garcia, Mayor
Telephone Number	413-322-5510
Email Address	garciaj@holyoke.org
Name & Title Grant Contract Manager	Joseph Zurheide Sergeant
Telephone Number	413-322-6900
Email Address	348@holyokepd.org

RECEIVED
SEP 26 2025
State 911 Department
Middleborough, MA

Total Grant Program Funds Requested $ **24,500.00**

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ **APCO** ☐ **PowerPhone** ☐ **Priority Dispatch**

OR

Utilizing the following Certified EMD Resource: Cataldo Ambulance Service

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ **APCO** ☐ **PowerPhone** ☑ **Priority Dispatch**

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 26 ***day of*** August ***, 20*** 25 .

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2026 Emergency Medical Dispatch
Grant Budget Worksheet

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	$ 24,500.00	**Name of CEMDR:** Cataldo Ambulance Service (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	$	For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	$ 24,500.00	

Emergency Medical Dispatch Contract
Between
Cataldo Ambulance Service of Massachusetts, Inc.
And
The City of Holyoke

WHEREAS, the City of Holyoke Police Department (hereinafter referred to as the "Department") operates the Primary Public Safety Answering Point (PSAP), and is responsible for implementation of Emergency Medical Dispatch procedures, (hereinafter referred to as –"EMD") is; pursuant to EMD AND ENHANCED 911 TELECOMMUNICATOR REGULATIONS 560 CMR 5.00;

WHEREAS, Cataldo Ambulance Service of Massachusetts, Inc. (hereinafter referred to as the "Provider"), is a Certified Emergency Medical Resource, and has agreed to act as a Secondary Public Safety Answering Point (SecondaryPSAP) to provide Emergency Medical Dispatch service (EMD) to the residents and visitors to the City of Holyoke; and

The hereunto-referred parties agree as follows:

1. The Holyoke Police Department with the Provider shall create a uniform call handling procedure (transferring and answering) for all medical-related emergency calls, in accord with 560 CMR, Section 5.10, ss (2).

2. The Provider agrees to log all emergency calls into their current Computer Aided Dispatch system (CAD) and to maintain detailed records of all calls received on behalf of the City of Holyoke, copies of such records to be produced upon the request of the Department

3. The Department and Provider shall agree to a telecommunicator protocol for when the transferring telecommunicator remains on the line to monitor and solicit information relative to non-medical aspects of an emergency call.

4. The City of Holyoke agrees to pay an annual reoccurring fee of $24,500. Annually pending the approval of the application with the State 911 grant program.for EMD reimbursement. July 1, 2025, through June 30, 2026. Provider agrees to submit an invoice annually on July 1st to the City of Holyoke

5. The Provider shall furnish copies of documentation provided and communication and information exchanged with the State with regard to 560 CMR 5.00, including but not limited to Section 5.06, Quality Assurance of Emergency Medical Dispatch Services program; Section 5.08, Approval as a Certified Emergency Medical Dispatch Resource; Section 5.11 Recordkeeping.

6. No Influence on referrals. It is not the intent of either party to this Agreement that any renumeration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with the parties reasonably believe to be a fair market value for the services provided.

7. The term of this Agreement is for one-year, with two one-year extensions subject to the City's option with 30 days' notice. The Contract shall expire within thirty (30) days after the Provider ceases providing Ambulance Services to the City of Holyoke.

8. Unless otherwise provided herein, it is agreed that Provider will not assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the City of Holyoke.

9. It is mutually understood and agreed that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, both as to interpretation and performance.

10. The Provider will not discriminate against any client / patient for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin.

11. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof.

12. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

The City of Holyoke

By: ____________________
Signature

Joshua A. Garcia
Printed

Mayor
Title

08 / 26 / 2025
Date

Cataldo Ambulance Service of Massachusetts, Inc.

By: Dennis Cataldo
Signature

Dennis Cataldo
Printed

CEO
Title

6 / 30 / 25
Date

Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
City of Holyoke	VC6000182102

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) **Traditional "wet signature" (ink on paper)**; 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Joshua Garcia		Mayor	413-322-6909	garciaj@holyoke.org
Lisa Ball		City Solicitor	413-322-5580	balll@holyoke.org

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existance of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date 8/26/2025
Print Name Joshua Garcia	Phone Number 413-322-6909
Title Mayor	Email Address garciaj@holyoke.org

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

City of Holyoke, Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

Mass Trails Grant Award - Contract and Council

Miira Gates <gatesm@holyoke.org> Thu, Oct 30, 2025 at 12:18 PM
To: Joshua Garcia <garciaj@holyoke.org>
Cc: Tanya Wdowiak <wdowiakt@holyoke.org>, Aaron Vega <vegaa@holyoke.org>, Matthew Sokop <sokopm@holyoke.org>

Good morning Mayor Garcia,

We were awarded a Mass Trails Grant and have a contract and CASL ready for your signature, with those forms attached to this email. Please find below some information about the grant:

Project Summary:

The CT River Pathway project will design a 1.6-mile shared-use path along the east side of Main Street from Route 5 to Springdale Park. The project will replace or expand the existing variable-width sidewalk with a 10-foot-wide asphalt path separated from traffic by a 2-foot vegetated buffer, where space allows. A 5.5-foot sidewalk is also proposed along the west side of Main Street.

This phase will fund topographic and right-of-way surveys, wetland delineation, preliminary right-of-way plans, and the development of 25% design plans through the MassDOT STIP process. The design will refine permitting needs, cost estimates, and phasing for implementation. The City has completed feasibility studies and conceptual design; this effort advances the project toward construction funding. Depending on available resources, the first phase may focus on a segment of the corridor.

Award Amount:

$239,000

Match Amount:

$61,000

Match Source:

Smarth Growth Fund

Once we have your signature we will return the contract to the grant administrators and bring the grant before Council.

Thank you,
Miira

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

2 attachments

Signature Authorization Form.doc
482K

P26_Holyoke_Standard Contract.pdf
295K

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: Department of Conservation and Recreation	MMARS Code: DCR
d/b/a		Contract Manager Name: Amanda Lewis	
Legal Address (As entered on Form W-9 or Form W-4): 20 Korean Veterans Plaza, City Hall Annex Suite 406 Holyoke MA		Business Mailing Address: 136 DAMON ROAD, NORTHAMPTON, MA 01060	
Contract Manager Name: Miira Gates		Billing Address If Different	
Phone	Fax	Phone: 617-645-8314	Fax
Email: gatesm@holyoke.org		Email: amanda.lewis@mass.gov	
Vendor Code: VC VC6000192102		MMARS Doc ID(s): 6CTDCR8400P26	
Vendor Code Address ID e.g. "AD001": AD 001 Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		RFR/Procurement or Other ID Number: BD-24-1020-DCRCU-DC250-94273	

(●) 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.)
- [x] Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)
- [ ] Emergency Contract (Attach justification for emergency, scope, and budget.)
- [ ] Contract Employee (Attach Employee Status Form, scope, and budget.)
- [ ] Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)
- [ ] Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

( ) CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment	Amendment Amount Or Enter "No Change"

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

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

TERMS AND CONDITIONS

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

(●) Commonwealth Terms and Conditions ( ) Commonwealth Terms and Conditions for Human and Social Services ( ) Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

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

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

(●) **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended): $239,000.00

MMARS Doc ID(s) 6CTDCR8400P26

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.

MASSTRAILS PROGRAM GRANT: P26-3655-G21A CT River Pathway

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 30TH , 20 27 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		AUTHORIZING SIGNATURE FOR THE DEPARTMENT Signature and date must be captured at time of signature.	
Signature	Date 10/30/2025	Signature	Date
Print Name Joshua A. Garcia	Print Title Mayor	Print Name	Print Title

City of Holyoke

Request for Appropriation Transfer
Between Classifications

Dept. Name OPED   Date 11 / 5 / 2025

Use as a basis for preparing a financial order to be placed in front of City Council. I hereby respectfully request that the following amounts be transferred ***between two or more*** of the following indicated **(X)** appropriation classifications and as further detailed below:

Personal Services ____ **Expenses** X **Capital Outlay** ____

Account No. Organization	Object	Account Name	$ Amount From	To
1376	10400	Smart Growth Grant	(61,000)	
		MA Trails Grant	( )	61,000
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request: Mass Trails Grant - Ct River Pathway project - Cash match

Head of Department   Mayor

Form TR-1 (6/92)

City of Holyoke

Request for Appropriation Transfer
Between Classifications

Dept. Name War Memorial Commission Date 11/4/2025

Use as a basis for preparing a financial order to be placed in front of City Council. I hereby respectfully request that the following amounts be transferred ***between two or more*** of the following indicated (X) appropriation classifications and as further detailed below:

Personal Services X **Expenses** X **Capital Outlay** ____

Account No. Organization	Object	Account Name	$ Amount From	To
16931	51102	Pay- Building Custodian	5,000.00	
			( )	
16932	52500	R+m Bldg+gr	( )	5,000.00
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request:
Request transfer to accommodate cost of cleaning service to be paid to "Janite America"; due to staffing shortage. Refer to P.O 2026842. (120 hr)

LaddyoRua
Head of Department

Mayor

Form TR-1 (6/92)

07 NOV 2025

City of Holyoke, Massachusetts
Birthplace of Volleyball

Tanya Wdowiak <wdowiakt@holyoke.org>

TR1 Request – War Memorial Commission (Dept. 693)

Laddy Rua <rual@holyoke.org> Tue, Nov 4, 2025 at 12:15 PM
To: Tanya Wdowiak <wdowiakt@holyoke.org>, Rory Casey <caseyr@holyoke.org>, Matthew Peterson <petersonm@holyoke.org>

Good afternoon,

Please see the attached TR1 request for budget transfers.

Department: War Memorial Commission (Dept. 693)
Purpose: The transfer is requested to cover the cost of janitorial services at the War Memorial, estimated at approximately 120 hours. Due to current staffing shortages, regular maintenance has been interrupted, resulting in service delays.

Thank you in advance for your consideration.

Laddy C. Rua
Veterans Services Department, Director
City of Holyoke
War Memorial Building
310 Appleton Street Suite 100
Holyoke, MA 01040-5043
Office:413-322-5630
Fax: 413-534-2399

WM Commission NovFY2 APP Transfrer.pdf
29K

City of Holyoke

Request for Appropriation Transfer
Between Classifications

Dept. Name Building Codes Date 11/13/2025

Use as a basis for preparing a financial order to be placed in front of City Council. I hereby respectfully request that the following amounts be transferred *between two or more* of the following indicated (X) appropriation classifications and as further detailed below:

Personal Services____ **Expenses**____ **Capital Outlay** X

Account No. Organization	Object	Account Name	$ Amount From	To
0430	10400	Sale of Real Estate	($155,000)	
12403	58002	Capital Outlay - Bldgs	(-)	$155,000
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	

Reason for request: Demolition of 115 Newton St.

Head of Department

Mayor

Form TR-1 (6/92)